



AGENDA CITY COUNCIL MEETING

August 4, 2022 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, August 4, 2022, beginning at 6:30 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. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/live-streaming-videos/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email Interim City Secretary Kent Souriyasak at kent@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

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

Citizen Input

1. Citizen Input

Community Interest

Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest:
 - A. Presentation of Proclamation to the Lucas Farmers Market for their continued commitment and contribution to the citizens of Lucas.

Consent Agenda

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

3. Consent Agenda:
 - A. Approval of the minutes of the July 21, 2022, City Council meeting. **(Assistant to the City Manager/Interim City Secretary Kent Souriyasak)**
 - B. Authorize the City Manager to execute the Cooperative Purchasing Interlocal Agreement between the City of Lucas and the Town of Highland Park. **(Public Works Director Scott Holden)**

Public Hearing Agenda

4. Public hearing to consider adopting Ordinance 2022-08-00535 approving amendments to building setbacks, lot line definition, building line definition, and lot width requirements in all residential zoning districts.
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct public hearing
 - C. Take action regarding proposed zoning amendments **(Development Services Director Joe Hilbourn)**

Regular Agenda

5. Consider authorizing the Development Services Director to issue a permit to Rajesh Singh to allow incidental work (without the use of loud power tools) on property he owns located at 1405 Holyoak Lane until 8:00 p.m. (excluding Sundays) expiring on Friday, September 2, 2022, at 8:00 p.m. **(Development Services Director Joe Hilbourn)**
6. Consider a request by City of Lucas resident Tony Prutch to waive the requirements per Article 13.06 Solid Waste, Division 2 Collection, Section 13.06.033 in the City's Code of Ordinances to continue using a dumpster for personal use at the front of his residential property located at 910 West Blondy Jhune Road. **(Development Services Director Joe Hilbourn)**
7. Presentation by the North Texas Municipal Water District regarding the recommendation to add a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant. **(Councilmember Debbie Fisher, Assistant Deputy of Wastewater David Brewster, NTMWD, Regional Wastewater System Manager Morgan Dadgostar, NTMWD)**
8. Consider entering into a Public Improvement Participation Agreement with Farmstead Estates Phase Two; appropriate funding in the amount of \$199,075 from unrestricted General Fund Reserves for detention of excess offsite stormwater runoff; and authorize the City Manager to execute the agreement. **(Development Services Director Joe Hilbourn)**

9. Consider adopting Ordinance 2022-08-00534 amending the Code of Ordinances Chapters 1 and 3 to clarify provisions relating to the Building and Standards Commission. **(Development Services Director Joe Hilbourn)**
10. Consider board applications to fill a vacant alternate position on the Parks and Open Space Board with a term expiring December 31, 2023. **(Assistant to the City Manager/Interim City Secretary Kent Souriyasak)**

Executive Agenda

11. Executive Session: An Executive Session is not scheduled for this meeting.

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 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.

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

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on July 29, 2022.

Kent Souriyasak, Assistant to the City Manager/Interim 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 Interim City Secretary Kent Souriyasak at 972.912.1213 or by email at kent@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request August 4, 2022

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest:

- A. Presentation of Proclamation to the Lucas Farmers Market for their continued commitment and contribution to the citizens of Lucas.

Background Information

NA

Attachments/Supporting Documentation

- 1. Lucas Farmers Market Proclamation

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



Proclamation

Lucas Farmers Market

WHEREAS, in 2019, Lucas citizens made a collective organized effort to establish the Lucas Farmers Market with support from the City to provide the community with local access to agricultural products, value added products, artisanal products, and ready to eat foods; and

WHEREAS, the mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists; and

WHEREAS, the Lucas Farmers Market operates as a city-sponsored special event approved by the City Council and Parks and Open Space Board; and

WHEREAS, the Lucas Farmers Market introduced Market Share to support local food pantries and charities, youth booths to provide opportunities for young entrepreneurs, Lucas historical exhibit highlighting different community topics, and special events to engage customers; and

WHEREAS, countless hours have been invested by individuals involved in this community partnership to create a special experience benefiting the entire community, culminating in being named as the 2022 recipient of the Local Government Excellence Award for Community Partnership by the International City/County Management Association;

NOW THEREFORE, in recognition of this prestigious honor, I, Jim Olk, Mayor of the City of Lucas, Texas, recognize the Lucas Farmers Market for their continued commitment and contribution to the citizens of Lucas.

PROCLAIMED this 4th day of August 2022.

Jim Olk, Mayor

Kent Souriyasak, Assistant to the City Manager/
Interim City Secretary



City of Lucas

City Council Agenda Request

August 4, 2022

Requester: Assistant to the City Manager/Interim City Secretary Kent Souriyasak
Public Works Director Scott Holden

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the July 21, 2022, City Council meeting.
- B. Authorize the City Manager to execute the Cooperative Purchasing Interlocal Agreement between the City of Lucas and the Town of Highland Park.

Background Information

Agenda Item B:

At the City Council meeting on April 21, 2022, staff presented the pavement management assessment that was conducted on Lucas streets, current roadway conditions, roadway scoring from the assessment, and recommended streets needing maintenance. The City Council approved to proceed with road maintenance projects including Forest Grove Road and Stonegate Boulevard to Country Club Road 321/S-Curve to be performed by Pavement Doctor Corp., LLC. The purpose of the Cooperative Purchasing Interlocal Agreement is to allow the City of Lucas to purchase asphalt rejuvenation through the Town of Highland Park. Once this agreement is in place, staff can execute an agreement with Pavement Doctor Corp., LLC to perform road maintenance as approved during the City Council meeting on April 21, 2022.

Attachments/Supporting Documentation

1. Minutes of the July 21, 2022, meeting
2. Cooperative Purchasing Interlocal Agreement between the City of Lucas and the Town of Highland Park

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.



MINUTES CITY COUNCIL REGULAR MEETING

July 21, 2022 | 6:00 PM

Council Chambers | Video Conference
City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Tim Johnson
Councilmember David Keer
Councilmember Tim Baney (*arrived 6:09pm*)
Councilmember Phil Lawrence (*remote*)
Councilmember Debbie Fisher

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Finance Director Liz Exum
Development Services Director Joe Hilbourn
Public Works Director Scott Holden
Fire Chief Ted Stephens
Assistant to the City Manager Kent Souriyasak
Assistant Fire Chief Aaron Alderdice
Public Works Supervisor Jeremy Bogle
Human Resources Generalist Alana Cohen
Management Analyst Kevin Becker

The regular City Council meeting was called to order at 6:07 pm.

Citizen Input

1. Citizen Input

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest

Mayor Olk stated there is a mandatory water conservation in effect. Councilmember Fisher made a recommendation to send HOAs (homeowners associations) the notification to encourage water conservation. Mayor Olk indicated there will be a brochure from Community Waste Disposal in the upcoming water bills, the Public Lands Trail Cleanup will be held on September 17, 2022, and the next Lucas Farmers Market will feature a chef demonstration and a historical display focused on neighbors helping neighbors on July 23, 2022. Councilmember Fisher indicated Representative Candy Noble is preparing a proclamation to celebrate the Lucas Farmers Market at 10:00 am during the market on August 13, 2022. Mayor Olk thanked City Secretary Stacy Henderson for her contribution as she is leaving the City of Lucas for another position at a different city.

City Council went into a break at 6:14 pm.

City Council returned from the break at 6:24 pm.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the July 7, 2022, City Council meeting.
- B. Approval of setting the date for the public hearing regarding the City of Lucas Fiscal Year 22/23 budget for September 1, 2022.
- C. Consider approving Resolution R-2022-07-00532 amending the authorized signatory representatives for Local Government Investment Cooperative (LOGIC).
- D. Consider approving Resolution R-2022-07-00533 amending the authorized signatory representatives for TexPool.
- E. Consider approving Resolution R-2022-07-00531 amending the authorized signatory representatives for American National Bank of Texas.

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

Regular Agenda

4. Consider authorizing the Development Services Director to issue a permit to Rajesh Singh to allow incidental work (without the use of loud power tools) on property he owns located at 1405 Holyoak Lane until 8:00 p.m. (excluding Sundays) expiring on Friday, September 2, 2022, at 8:00 p.m.

Development Services Director Joe Hilbourn gave a presentation on this agenda item.

City Council stated they would like the homeowner to be present to state his case and would like to know what the neighbor complaints are. City Council would like a status update on the progress of the homeowner's project and pictures at the next City Council meeting on August 4, 2022.

City Council agreed to table this agenda item to the next meeting to allow the homeowner an opportunity to state his case.

MOTION: A motion was made by Mayor Olk, seconded by Mayor Pro Tem Peele to table the item until the next City Council meeting. The motion passed by a 6 to 1 vote. Councilmember Lawrence opposed the vote.

5. Discuss the proposed City of Lucas budget for Fiscal Year 22/23.

City Manager Joni Clarke, Finance Director Liz Exum, and Assistant to the City Manager Kent Souriyasak presented the proposed budget for Fiscal Year 22/23 which included discussions regarding capital projects, tax rate, reserves, general fund revenue, water fund revenue, compensation, benefits, and department expenditures.

City Council provided the following direction to staff regarding the proposed budget:

- Evaluate different funding options such as pay-as-you-go and reserves for capital equipment and vehicles such as the backhoe, vacutron, Public Works truck, ambulance, and fire engine.
- Request BHC (Birkhoff, Hendricks & Carter) to look at the cost from a 750,000 gallon water tank to a 1 million gallon water tank regarding the new water tower project.
- The amount of \$9,000 in the General Fund budget line item 11-6100-127 (City Council Unemployment) should be moved to the appropriate budget line item 11-6100-468 (City Council Fees) which are City Council stipends.
- Future discussion regarding tree trimming about what the City would like to do.
- Update training plans to reflect the positions and not individual employees.
- Develop organizational charts per department with employee names and provide the organizational charts to City Council only.
- Remove the description from General Fund budget line item 11-6211-417 (Parks Improvements) to allow flexibility for the Parks Board to make recommendations to City Council.
- Request Raftelis to provide an analysis on whether the NTMWD (North Texas Municipal Water District) can deliver all the maximums of the take or pay to member cities and customers cities as part of the anticipated Raftelis scope of service to assist customer cities in the process of the NTMWD cost of service study.

This agenda item was for discussion purposes only, no action was taken.

Executive Agenda

6. Executive Session.

As authorized by Section 551.076 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of deliberating the deployment, or specific occasions for implementation, of security personnel or devices. This meeting is closed to the public as provided in the Texas Government Code.

The City Council went into an Executive Session to deliberate the deployment, or specific occasions for implementation, of security personnel or devices at 8:24 pm.

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

The City Council reconvened from Executive Session at 9:14 pm and took no action as a result of the Executive Session.

8. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Keer to adjourn the meeting at 9:15 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Assistant to the City Manager/
Interim City Secretary Kent Souriyasak

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the TOWN OF HIGHLAND PARK, Texas (hereinafter called "TOWN OF HIGHLAND PARK"), and the CITY OF LUCAS, Texas (hereinafter called "CITY OF LUCAS"), each acting by and through its duly authorized officials:

WHEREAS, TOWN OF HIGHLAND PARK and CITY OF LUCAS are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, TOWN OF HIGHLAND PARK and CITY OF LUCAS wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which TOWN OF HIGHLAND PARK and CITY OF LUCAS may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of TOWN OF HIGHLAND PARK and CITY OF LUCAS through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, TOWN OF HIGHLAND PARK and CITY OF LUCAS have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; TOWN OF HIGHLAND PARK and CITY OF LUCAS agree as follows:

1. The purpose of this Agreement is to provide TOWN OF HIGHLAND PARK and CITY OF LUCAS with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. TOWN OF HIGHLAND PARK and CITY OF LUCAS may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

TOWN OF HIGHLAND PARK and CITY OF LUCAS agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

TOWN OF HIGHLAND PARK

CITY OF LUCAS



By: Bill Lindley,
Town Administrator

By: Joni Clarke,
City Manager

STATE OF TEXAS §

COUNTY OF DALLAS §



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 04

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Public hearing to consider adopting Ordinance 2022-08-00535 approving amendments to building setbacks, lot line definition, building line definition, and lot width requirements in all residential zoning districts.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action regarding proposed zoning amendments

Background Information

Staff was directed to evaluate the City's building setbacks, lot line definition, building line definition, and lot width requirements in all residential zoning districts. Recommendations were brought to the Planning and Zoning Commission at their meeting on February 10, 2022. The Planning and Zoning Commission asked staff to provide clearer definitions and to further define setbacks for accessory buildings; definition of lot width at the front and back of a lot; and side yard setbacks related to corner lots. Staff brought forward recommendations at the Planning and Zoning Commission meeting on March 10, 2022. Following the meeting, staff met with Mayor Jim Olk and City Attorney Joe Gorfida regarding the proposed amendments.

At the Planning and Zoning Commission meeting on April 12, 2022, the Planning and Zoning Commission approved the proposed amendments that are attached with this agenda item. Amendments to the Code of Ordinances require two public hearings.

At the Planning and Zoning Commission meeting on July 14, 2022, the Planning and Zoning Commission discussed removing the term servant from the City's Code of Ordinances, but this was not included in their motion. Staff requested the City Attorney to remove the term servant from the code sections and the definitions and replace the term servant with a definition of guest.

Attachments/Supporting Documentation

- 1. Public Notice
- 2. Ordinance 2022-08-00535 Amending Chapter 14 "Zoning"

Budget/Financial Impact

NA



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 04

Recommendation

Staff recommends approving the proposed amendments with recommended changes including removing the term servant. Staff also recommends approving a requirement for road frontage as included in the proposed amendments.

Motion

I make a motion to approve/deny adopting Ordinance 2022-08-00535 approving amendments to building setbacks, lot line definition, building line definition and lot width requirements in all residential zoning districts.



NOTICE OF PUBLIC HEARING

Notice is hereby given, that the Planning & Zoning Commission of the City of Lucas, Texas will hold a public hearing on Thursday, July 14, 2022, at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, August 4, 2022 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider changes to the City's Code of Ordinances, Chapter 14 Zoning Ordinance, by amending the definitions and provide clearer definitions and to further define setbacks for accessory buildings; definition of lot width at the front and back of a lot; and side yard setbacks related to corner lots in all residential zoning districts.

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, 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



ORDINANCE # 2022-08-00535

[AMENDING CODE OF ORDINANCES, AMENDING CHAPTER 14 “ZONING”, BY AMENDING PROVISIONS FOR BUILDING SETBACKS, LOT LINES, BUILDING LINES AND LOT WIDTH REQUIREMENTS; AMENDING AREA REGULATIONS FOR FRONT, SIDE AND REAR YARDS IN R2, R1.5 AND R1 SINGLE-FAMILY DISTRICTS; AMENDING PROVISION REGARDING ACCESSORY STRUCTURES FOR GUEST/SERVANT QUARTERS , PROVIDING DESIGN STANDARDS, SETBACKS, AND SETBACK ILLUSTRATIONS FOR ACCESSORY STRUCTURES]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING”, ARTICLE 14.01 TITLED “GENERAL PROVISIONS, DIVISION 1. TITLE GENERALLY, SECTION 14.01.004 TITLED DEFINITIONS BY AMENDING THE DEFINITIONS OF “BUILDING LINE (SETBACK LINE),” AND “LOT WIDTH,” ADDING DEFINITIONS FOR “GUEST QUARTERS,” “LOT DEPTH,” AND “LOT FLAG,” AMENDING THE DEFINITION OF “YARD,” “YARD FRONT,” “YARD, REAR,” “YARD, SIDE,” AND AMENDING THE ILLUSTRATIONS ACCORDINGLY, AND DELETING THE DEFINITION OF “SERVANT’S QUARTERS,”; AMENDING CHAPTER 14 TITLED “ZONING, ARTICLE 14.01 TITLED GENERAL PROVISIONS, DIVISION 1 TITLED “GENERALLY,” SECTION 14.01.005 TITLED “COMPLIANCE WITH REGULATIONS” BY ADDING SUBPARAGRAPH 9 REQUIRING ALL LOTS TO FRONT ON A STREET; AMENDING ARTICLE 14.03 TITLED “DISTRICTS,” DIVISION 3 TITLED “R2 SINGLE-FAMILY RESIDENTIAL DISTRICTS,” SECTION 14.03.113 TITLED “AREA REGULATIONS,” REGARDING FRONT, SIDE AND REAR YARDS; AMENDING ARTICLE 14.03 TITLED “DISTRICTS,” DIVISION 4 TITLED “R1.5 SINGLE-FAMILY RESIDENTIAL DISTRICTS,” SECTION 14.03.113 TITLED “AREA REGULATIONS,” REGARDING FRONT, SIDE AND REAR YARDS; AMENDING ARTICLE 14.03 TITLED “DISTRICTS,” DIVISION 5 TITLED “R1 SINGLE-FAMILY RESIDENTIAL DISTRICTS,” SECTION 14.03.113 TITLED “AREA REGULATIONS,” REGARDING FRONT, SIDE AND REAR YARDS; AMENDING ARTICLE 14.04 TITLED “SUPPLEMENTARY REGULATIONS,” DIVISION 8 TITLED “ACCESSORY BUILDINGS, STRUCTURES AND USES, SECTION 14.04.304 TITLED GENERAL ACCESSORY BUILDINGS AND STRUCTURES REGULATIONS BY ADDING SUBSECTION (1) (C) AND AMENDING SUBPARAGRAPH (2) TO PROVIDE THAT ACCESSORY BUILDING FOR GUEST QUARTERS SHALL BE CONSIDERED ATTACHED, AMENDING PROVISIONS REGARDING DESIGN STANDARDS, AND PROVIDING SETBACK AND SETBACK

ILLUSTRATIONS; 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) FOR EACH OFFENSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded 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 the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled “Zoning” by amending Article 14.01 titled “General Provisions,” Division 1 titled “Generally,” Section 14.01.004 “Definitions” to read as follows:

...

Sec. 14.01.004 Definitions

...

Building line (setback line). A line parallel or approximately parallel to the centerline of a street or to a property line when not adjacent to a street and having the street line or property line at a specific minimum distance as established by this code based on the zoning district in which the property is located delineating where therefrom marking the minimum distance from the street line or property line that a building may be erected.

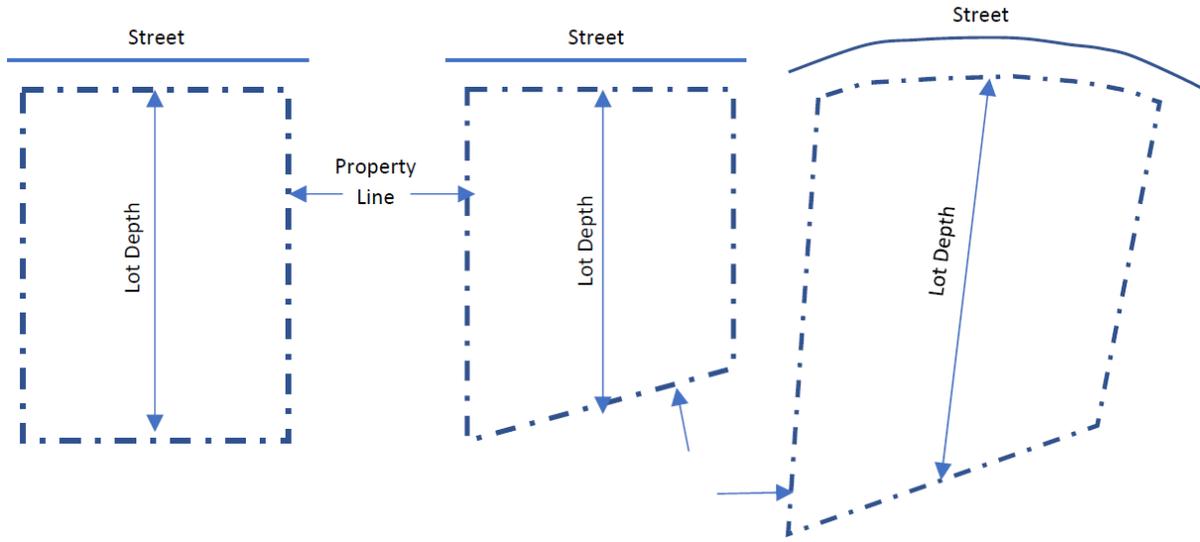
...

Guest Quarters. An accessory building or portion of a main residential building located on the same lot as the principal residential building, occupied by (i) such persons and their families as are employed fulltime by the occupants of the principal residence, or (ii) guests of the occupants of the principal residence, who do not pay a fee, charge, or rent for such occupancy.

...

Lot depth. The distance, measured in a straight line, between the front lot line and the rear lot line measured at the respective midpoints of the front lot line and the rear lot line.

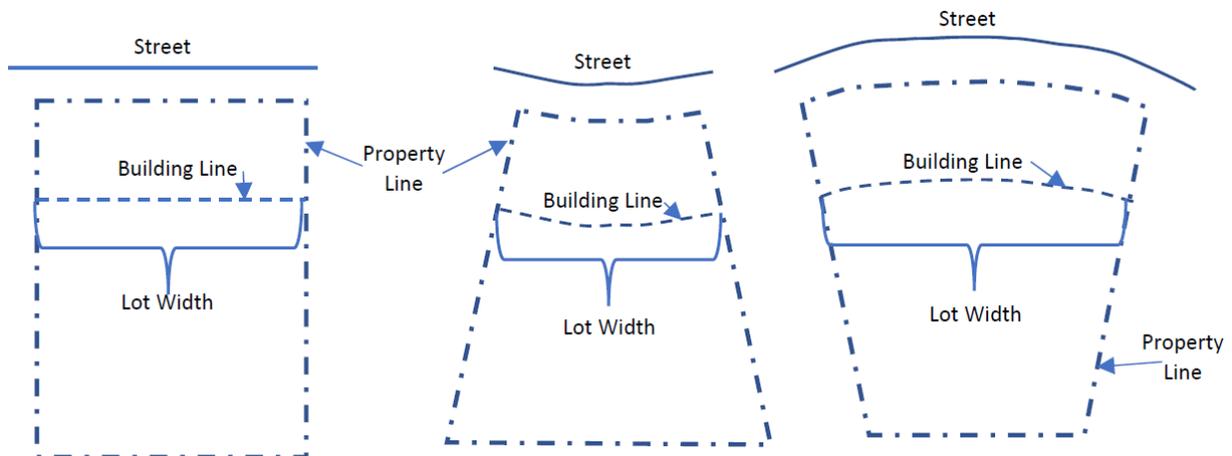
Lot Depth Illustration

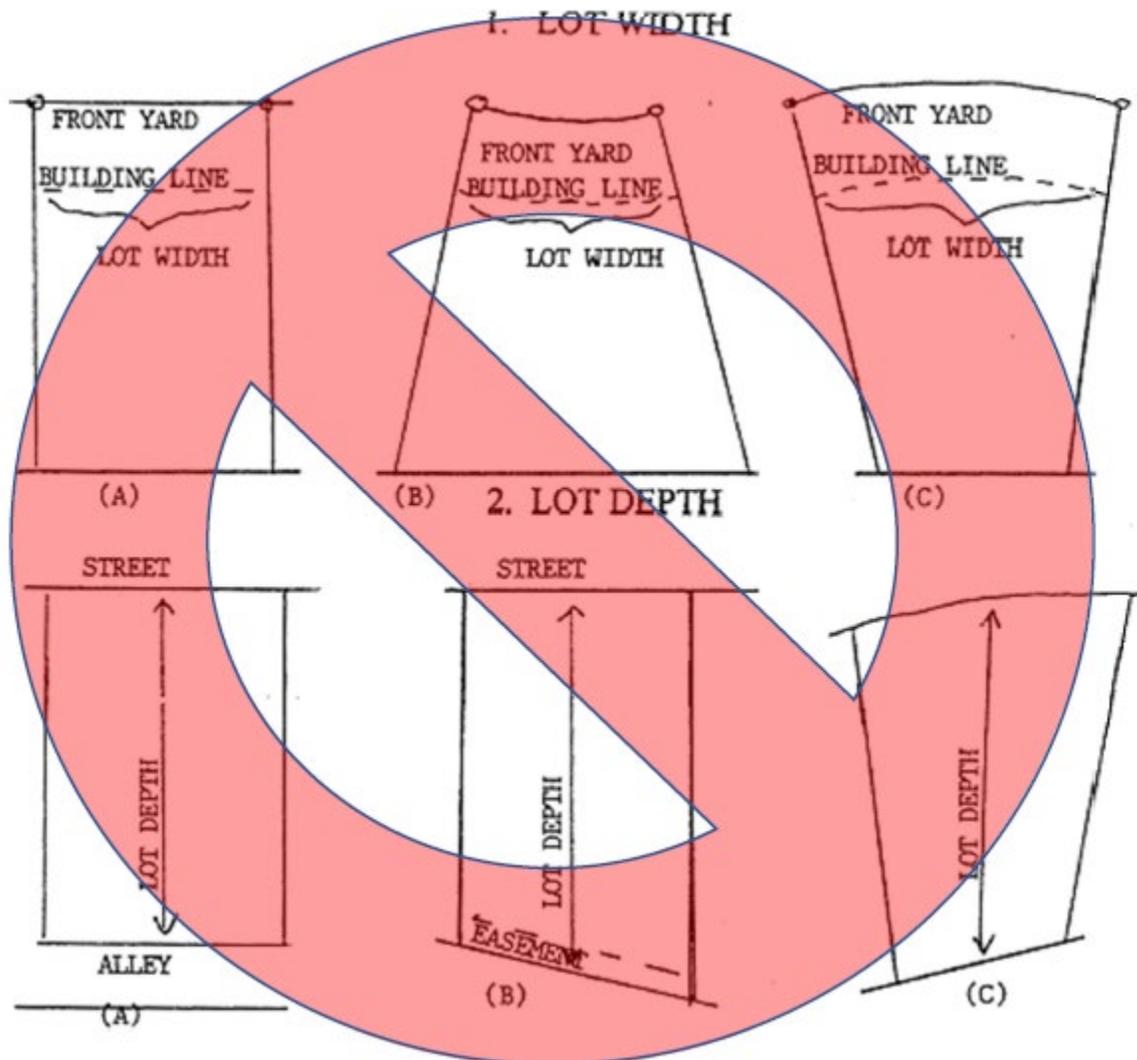


Lot flag. A lot of irregular shape with reduced frontage along a public or private street with dimensions that are otherwise adequate at the building lines.

Lot width. The width of a lot, measured in a line generally parallel to the front property line at the front building line or setback line.

Lot Width Illustration





...

~~*Servant's quarters.* An accessory building or portion of a main residential building located on the same lot as the principal residential building, occupied only by such persons and their families as are employed fulltime by the occupants of the principal residence.~~

...

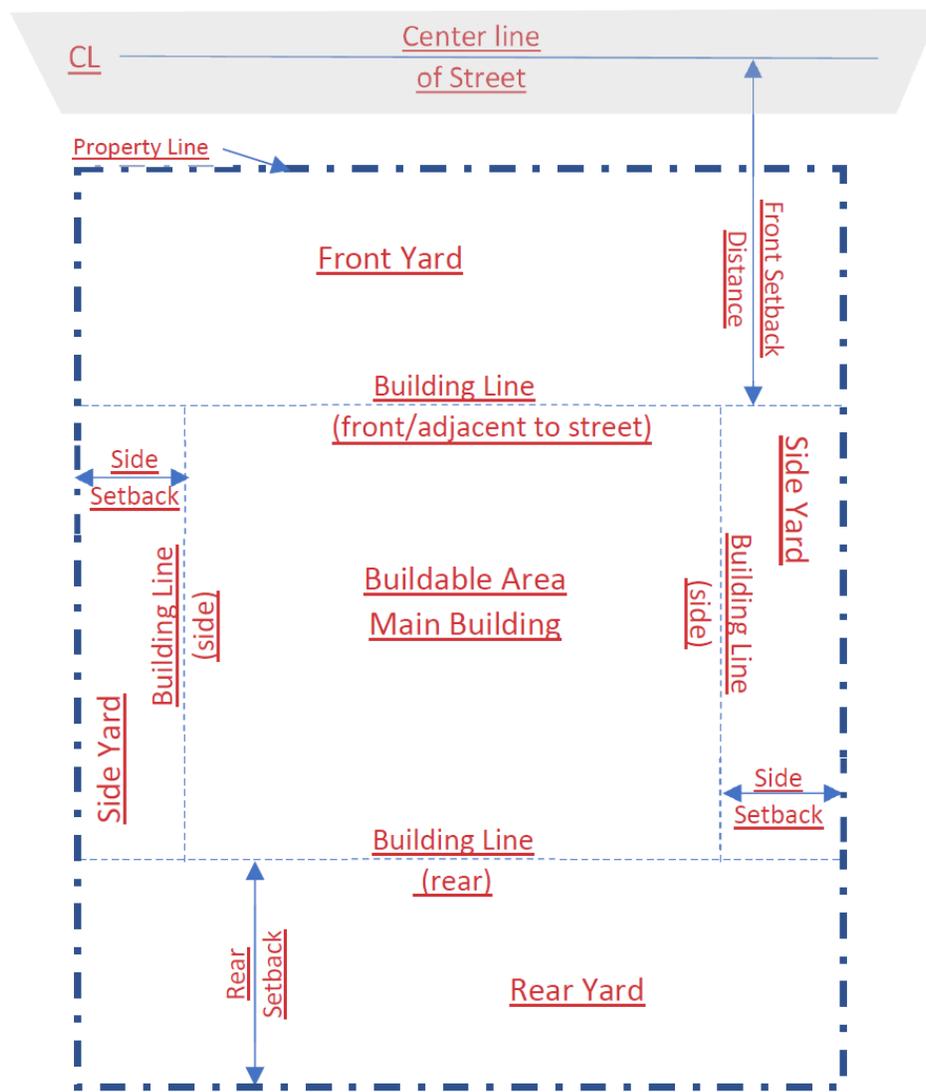
~~*Yard.* An open space other than a courtyard, on the lot on which a building is situated and which is open and not unobstructed from a point forty (40) inches above the general ground level of the graded lot to the sky, except as provided for roof overhang, and similar special building features and other accessory structures as provided for in this code.~~

~~*Yard, front.* An open, unoccupied space on a lot facing a street extending across the front of the lot between the side lot lines and from the main front building line to the front lot or street line and the main building line as specified for the district in which it is located.~~

Yard, rear. An open, unoccupied space, ~~except for accessory building as herein permitted, from the rear building line extending across the rear of a lot from one side lot line to the other side lot line to the rear property line, and having a depth between the buildings and the rear lot line as specified in the district in which the lot is located.~~

Yard, side. An open, unoccupied space or spaces between the property line and the side building line that would not be consider front yard or rear yard on that one or two sides of a main building and on the same lot with the building, situated extends between the front building line and the rear building line and a side line of the lot and extending through from the front yard to the rear. Any lot line not the rear line or a front line shall be deemed a side line.

Yard & Building Line Illustrations



...

Section 2. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled, "Zoning," Article 14.01 titled "General Provisions," Division 1 titled "Generally" by amending Section 14.01.005, titled "Compliance with regulations" to add the following:

...

(9) All lots shall front on a Street. No lot shall be landlocked.

Section 3. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled, "Zoning," Article 14.03, titled "Districts," Division 3, titled, "R2 Single-Family Residential District" by amending Section 14.03.113, titled "Area regulations" to read as follows:

(a) Size of yards.

(1) Front yard. The building line adjacent to a street shall be established at seventy five feet (75') from the centerline of the street right-of-way or street reflected as type C or D roadway on the Master Thoroughfare Plan. (85' for type B, and 110' for Type A). There shall be a front yard having a depth of not less than fifty feet (50'). Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets. Where a building line is established on a plat, which is not consistent with this ordinance, the building line is a greater distance from the front property line shall be observed. No required parking shall be allowed within the required front yard.

(2) Side yard. The building line adjacent to the side property line(s) There shall be a side yard on each side of the lot having a width of not less than ten percent (10%) of the lot width, [or] twenty feet (20'), whichever is less. A side yard adjacent to a side street shall not be less than twenty-five feet (25'). No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').

(3) Rear yard. The building line adjacent to the rear property line There shall be a rear yard having a depth of not less than fifty feet (50').

(b) Size of lot.

...

(2) Lot width. The width of the lot shall be not less than two hundred feet (200') at the front ~~street~~ property building line, nor shall its average width be less than two hundred feet (200'). The minimum width of a lot on a cul-de-sac shall be not less than forty feet (40') at the property line, nor shall its average width be less than two hundred feet (200'). The minimum width of a lot on a curve exceeding thirty degrees shall be not less than one hundred feet (100') at the property line, nor shall its average width be less than two hundred feet (200').

...

Section 4. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled, "Zoning," Article 14.03 titled "Districts," Division 4, titled, "R1.5 Single-Family Residential District" by amending Section 14.03.173, titled "Area regulations" to read as follows:

(a) Size of yards.

(1) Front yard. The building line adjacent to a street shall be established at seventy-five feet (75') from the centerline of the street right-of-way or street reflected as type C or D roadway on the Master Thoroughfare Plan. (85' for type B, and 110' for Type A). Where a building line is established on a plat, which is not consistent with this ordinance, the building line is a greater distance from the front property line shall be observed. No required parking shall be allowed within the required front yard.

(2) Side yard. The building line adjacent to the side property line(s) shall be not less than ten percent (10%) of the lot width, [or] twenty feet (20'), whichever is less. No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').

(3) Rear yard. The building line adjacent to the rear property line shall be not less than fifty feet (50').

(a) Size of yards. See Error! Hyperlink reference not valid.. (1995 Code, sec. 9-42)

(b) Size of lot.

...

(2) Lot width. The width of the lot shall be not less than one hundred sixty feet (160') at the front ~~street~~ property building line, nor shall its average width be less than one hundred seventy-five feet (175'). The minimum width of a lot on a cul-de-sac shall be not less than thirty-five feet (35') at the property line, nor shall its average width be less than one hundred seventy-five feet (175'). The minimum width of a lot on curve exceeding thirty degrees shall be not less than thirty-five feet (35') at the property line, nor shall its average width be less than one hundred seventy-five feet (175').

...

Section 5. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled, “Zoning,” Article 14.03 titled “Districts,” Division 5, titled, “R1 Single-Family Residential District” by amending Section 14.03.233, titled “Area regulations” to read as follows:

(a) Size of yards.

(1) Front yard. The building line adjacent to a street shall be established at seventy-five feet (75') from the centerline of the street right-of-way or street reflected as type C or D roadway on the Master Thoroughfare Plan. (85' for type B, and 110' for Type A). Where a building line is established on a plat, which is not consistent with this ordinance, the building line is a greater distance from the front property line shall be observed. No required parking shall be allowed within the required front yard.

(2) Side yard. The building line adjacent to the side property line(s) shall be not less than ten percent (10%) of the lot width, [or] twenty feet (20'), whichever is less. No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').

(3) Rear yard. The building line adjacent to the rear property line shall be not less than fifty feet (50').

~~(a) Size of yards. See Error! Hyperlink reference not valid.. (Ordinance 2016-02-00829 adopted 2/4/16)~~

(b) Size of lot.

...

(2) Lot width. The width of the lot shall be not less than one hundred forty feet (140') at the front ~~street property~~ building line, nor shall its average width be less than one hundred sixty feet (160'). The minimum width of a lot on a cul-de-sac shall be not less than thirty feet (30') at the property line, nor shall its average width be less than one hundred sixty feet (160'). The minimum width of a lot on a curve exceeding 30 degrees shall be not less than thirty feet (30') at the property line, nor shall its average width be less than one hundred sixty feet (160').

...

Section 6. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled, “Zoning,” Article 14.04 titled “Supplementary Regulations,” Division 8, titled, “Accessory Buildings, Structures, and Uses” by amending Section 14.04.304, titled “General accessory buildings and structures regulations” to read as follows:

...

(1) Types of accessory buildings and structures.

...

(B) Detached accessory buildings and structures. Accessory buildings and structures which are physically located ten feet (10') or more from a main building and a minimum of ten feet (10') behind the required front setback line may be considered detached accessory buildings and shall be required to meet the requirements set forth for detached accessory buildings. These may include but are not limited to garages, carports, ~~guest/servants quarters~~, patio covers, outdoor kitchens or living areas, decks that exceed 30" in height, deck covers, shops, tool houses, pool houses, and other incidental accessory structures.

(C) Accessory buildings housing guest quarters (habitable space) shall be considered attached accessory buildings and shall meet the requirements for attached accessory buildings as prescribed by this code.

(2) Design.

...

(B) Detached accessory buildings shall be constructed of materials designed for construction and have a minimum life expectancy of at least twenty (20) years. Vehicle bodies, truck boxes, trailer boxes, motorhomes, recreational vehicles, boats, and similar equipment shall not be permitted as accessory buildings/structures. Shipping containers may be permitted only as allowed in this code.

(C) Accessory buildings housing guest quarters (habitable space) shall be considered attached accessory buildings and shall meet the requirements for attached accessory buildings as prescribed by this code.

(3) Setbacks.

(A) Accessory buildings.

(i) Front yard setback, attached accessory buildings shall comply with the required setback for the main building in the district where located. No portion of a detached accessory building shall be located in front of the main building and shall be setback a minimum of ten feet behind the rear build line of the front of the main structure building, unless the building is attached and is designed to be architecturally compatible with the main building and constructed of similar materials as the main building. Then a fifty foot front yard setback is required.

(ii) Rear yard setback, attached accessory buildings shall meet the same setback as the main building. Detached accessory structures shall have a rear setback of a minimum of twenty feet (20') unless adjacent to a street. Detached accessory structures adjacent to a street shall meet the required setback for the main building.

(iii) Side yard setbacks, detached accessory structures located entirely in the rear yard adjacent to an interior side property line shall be setback a minimum of twenty feet (20') from the side property line. Detached accessory structures located in a yard (side or rear) adjacent to the street shall be setback the minimum distance required for the main structure. Detached accessory structures located in the yard between the main structure and the side property line shall be setback the minimum distance required for the main structure.

...

(4) ...

(v) Accessory buildings housing guest quarters (habitable space) shall be considered attached accessory buildings and shall meet the requirements for attached accessory buildings as prescribed by this code.

...

Section 7. 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 8. 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 9. 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 10. 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 11. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 12. 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 4TH DAY OF AUGUST, 2022.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(05-10-2022:TM 130708)

Kent Souriyasak, Assistant to the City Manager/
Interim City Secretary



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 05

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider authorizing the Development Services Director to issue a permit to Rajesh Singh to allow incidental work (without the use of loud power tools) on property he owns located at 1405 Holyoak Lane until 8:00 p.m. (excluding Sundays) expiring on Friday, September 2, 2022, at 8:00 p.m.

Background Information

Rajesh Singh is currently doing an addition to an existing structure as well as renovations to the existing structure. Mr. Singh proposed a plan in an existing quiet neighborhood. Mr. Singh has requested to be able to do some of the minor renovations to his property after he gets off work in the evening.

Per the City's Code of Ordinances in Chapter 3, Article 3.01, Section 3.01.010 Construction Hours:

“Loading, unloading, and handling of construction material and the use of any tools or equipment used in construction, drilling or demolition work shall be permitted and lawful only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, except by written special permission given by the building department. A person in control of the activity or the owner of such property commits an offense if he fails to prevent such construction during the prohibited hours.”

At the City Council meeting on July 21, 2022, the City Council tabled this agenda item and would like the homeowner to be present to state his case. The City Council also requested to know what are the neighbor complaints and a status update on the progress of the homeowner's project.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA



City of Lucas City Council Agenda Request August 4, 2022

Recommendation

City staff is requesting direction from the City Council on this matter.

Motion

I make a motion to approve/deny authorizing the Development Services Director to issue a permit to Rajesh Singh to allow incidental work (without the use of loud power tools) on property he owns located at 1405 Holyoak Lane until 8:00 p.m. (excluding Sundays) expiring on Friday, September 2, 2022, at 8:00 p.m.



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 06

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider a request by City of Lucas resident Tony Prutch to waive the requirements per Article 13.06 Solid Waste, Division 2 Collection, Section 13.06.033 in the City's Code of Ordinances to continue using a dumpster for personal use at the front of his residential property located at 910 West Blondy Jhune Road.

Background Information

Staff received a complaint about a dumpster in front of a residential home located at 910 West Blondy Jhune Road. This dumpster is currently in violation of the City's Code of Ordinances under Article 13.06 Solid Waste, Division 2 Collection, Section 13.06.033 which states:

“All residences and households within the city shall use the solid waste collection contractor selected by the city for the collection and disposal of municipal solid waste. All households within the city shall be automatically enrolled in the applicable garbage and trash collection service under contract with the city for collection of municipal solid waste, and the residents thereof shall be responsible for payment of collection service fees as established by the city council.”

Mr. Prutch is requesting approval from the City Council to be permitted to keep the existing dumpster for personal use with a proposed screening to match his home.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve/deny a request by City of Lucas resident Tony Prutch to waive the requirements per Article 13.06 Solid Waste, Division 2 Collection, Section 13.06.033 in the City's Code of Ordinances to continue using a dumpster for personal use at the front of his residential property located at 910 West Blondy Jhune Road.



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 07

Requester: Councilmember Debbie Fisher
Assistant Deputy of Wastewater David Brewster, NTMWD
Regional Wastewater System Manager Morgan Dadgostar, NTMWD

Agenda Item Request

Presentation by the North Texas Municipal Water District regarding the recommendation to add a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant.

Background Information

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

At the City Council meeting on July 7, 2022, Councilmember Fisher indicated that the NTMWD is seeking approval to construct a washdown area at the Wilson Creek Regional Wastewater Treatment Plant located on Orr Road. The proposed on-site washdown area is a solution to reducing odors at Wilson Creek by proactively cleaning the vehicles.

NTMWD's Assistant Deputy of Wastewater David Brewster and Regional Wastewater System Manager Morgan Dadgostar have requested to present information to the City Council regarding the recommendation to add a truck wash station at the Wilson Creek Regional Wastewater Treatment Plant. The overall goal of the project is to improve the air quality in and around the plant, as well as on the transport vehicle routes.

Attachments/Supporting Documentation

1. Presentation by the North Texas Municipal Water District regarding the Wilson Creek Regional Wastewater Treatment Plant

Budget/Financial Impact

NA

Recommendation

NA

Motion

There is no motion required.



NORTH
TEXAS
MUNICIPAL
WATER
DISTRICT

Regional Service Through Unity... Meeting our Region's Needs Today and Tomorrow



LUCAS CITY COUNCIL PRESENTATION

Wilson Creek Regional Wastewater Treatment Plant

August 4, 2022



WILSON CREEK WASTEWATER TREATMENT PLANT

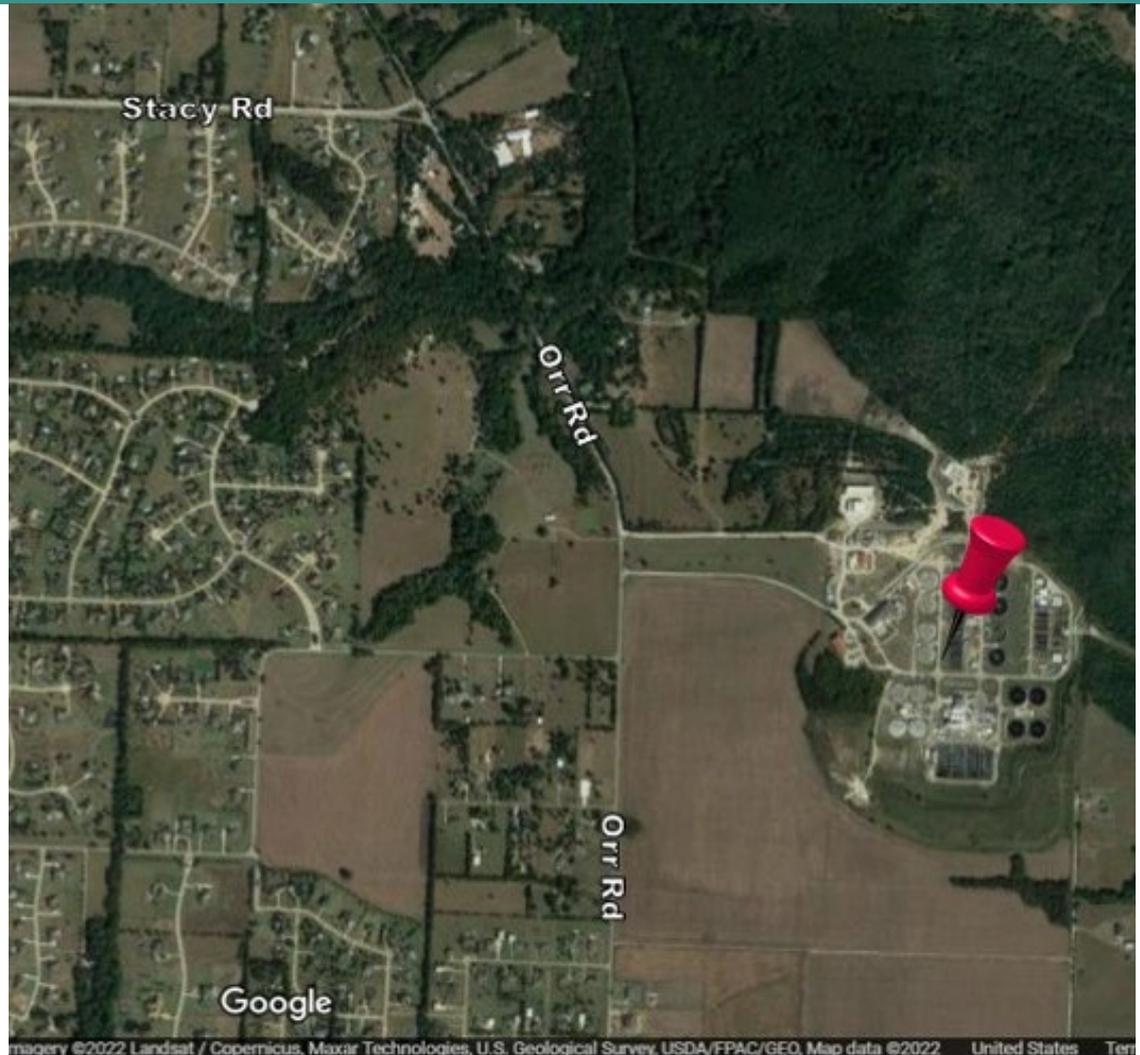
Agenda

- **Overview – Wilson Creek WWTP**
- **Wilson Creek Oversight Committee**
- **Odor Control Management**
- **Odor Complaint Response and Resolution**
- **Reduction in Biosolids Transport Vehicles**
- **Proposed Container Wash Station**
- **Recommendation to Improve Air Quality**



WILSON CREEK WASTEWATER TREATMENT PLANT

- The plant is located at:
3020 Orr Rd, Lucas
- Serving cities of
McKinney, Frisco, Allen,
Plano, Princeton, Lucas,
Prosper, Anna, Melissa,
Fairview, Parker, and
Richardson
- Treated plant effluent
discharges to Lake Lavon
- Dewatered biosolids are
disposed of at NTMWD
landfill





WILSON CREEK WASTEWATER TREATMENT PLANT



1984 - 8 MGD Treatment Capacity

1988 - 24 MGD Treatment Capacity

1996 - 32 MGD Treatment Capacity

2005 – 48 MGD Treatment Capacity

2015 – 56 MGD Treatment Capacity plus 32 MGD Wet Weather Train Peak Flow Capacity

Now

64 MGD Average / 160 MGD Peak Treatment Capacity (Plants 1 and 2)

64 MGD Wet Weather Train Peak Flow Capacity



WILSON CREEK OVERSIGHT COMMITTEE

In November 2000, in response to concerns from the neighborhood, NTMWD, City of Lucas, and local landowners established the "Wilson Creek WWTP Oversight Committee"

- The Oversight Committee has broad authority to review treatment plant operations, water quality, odor control, air monitoring and can make recommendations regarding same
- The Oversight Committee will evaluate, comment, and advise NTMWD of local viewpoints of operations, Lake quality, and odor control at the Wilson Creek WWTP, and will keep the community informed
- The Oversight Committee consists of one member of the NTMWD Board of Directors; one city council member appointed by the City Council of the City; and three residents who live within a two-mile radius of the plant



ODOR CONTROL MANAGEMENT

Being a good neighbor is important to NTMWD. Our goal is to operate without our neighbors noticing we are there

- **Odor Management**
- **Odor Investigation and Response**
- **Adhering to high standards of operations that meets or exceeds regulatory requirements**
 - **Scheduled preventive and predictive maintenance**
 - **Capital Improvements Projects through Masterplan**
 - **Process Optimization**



ODOR CONTROL MANAGEMENT

- At the treatment plant, we capture and treat odorous air at key process locations using proven technology
- In the conveyance system, odor control chemicals are added at various locations to prevent formation and release of odor compounds (\$3M in FY21)
- At lift stations, we capture and treat odorous air using proven technology





WILSON CREEK RWWTP ODOR CONTROL MANAGEMENT

Staff performs regular inspections of our equipment and makes adjustments as needed to minimize fugitive emissions

- Plant fence line is monitored daily by plant operations using a hydrogen sulfide meter
- Odor control units are checked daily by plant operations to ensure equipment is operating properly
- Odor control team conducts weekly hydrogen sulfide measurements on the air entering and exiting the odor units
- Chemical addition to dewatered sludge to reduce odors in transport
- Conveyance System/Lift Stations feeding Wilson Creek (Offsite):
 - Hydrogen sulfide measurements are monitored at various locations
 - Monthly field samples at various locations are tested for dissolved sulfides to monitor odor potential
 - Odor control units are checked weekly for proper operations and hydrogen sulfide measurements on the air entering and exiting the odor units are taken

The average person's odor detection threshold is about 0.03 to 0.05 ppm (30-50 ppb)

TCEQ:
Emissions of hydrogen sulfide not to exceed 0.08 ppm (80 ppb) averaged over a 30 minute period

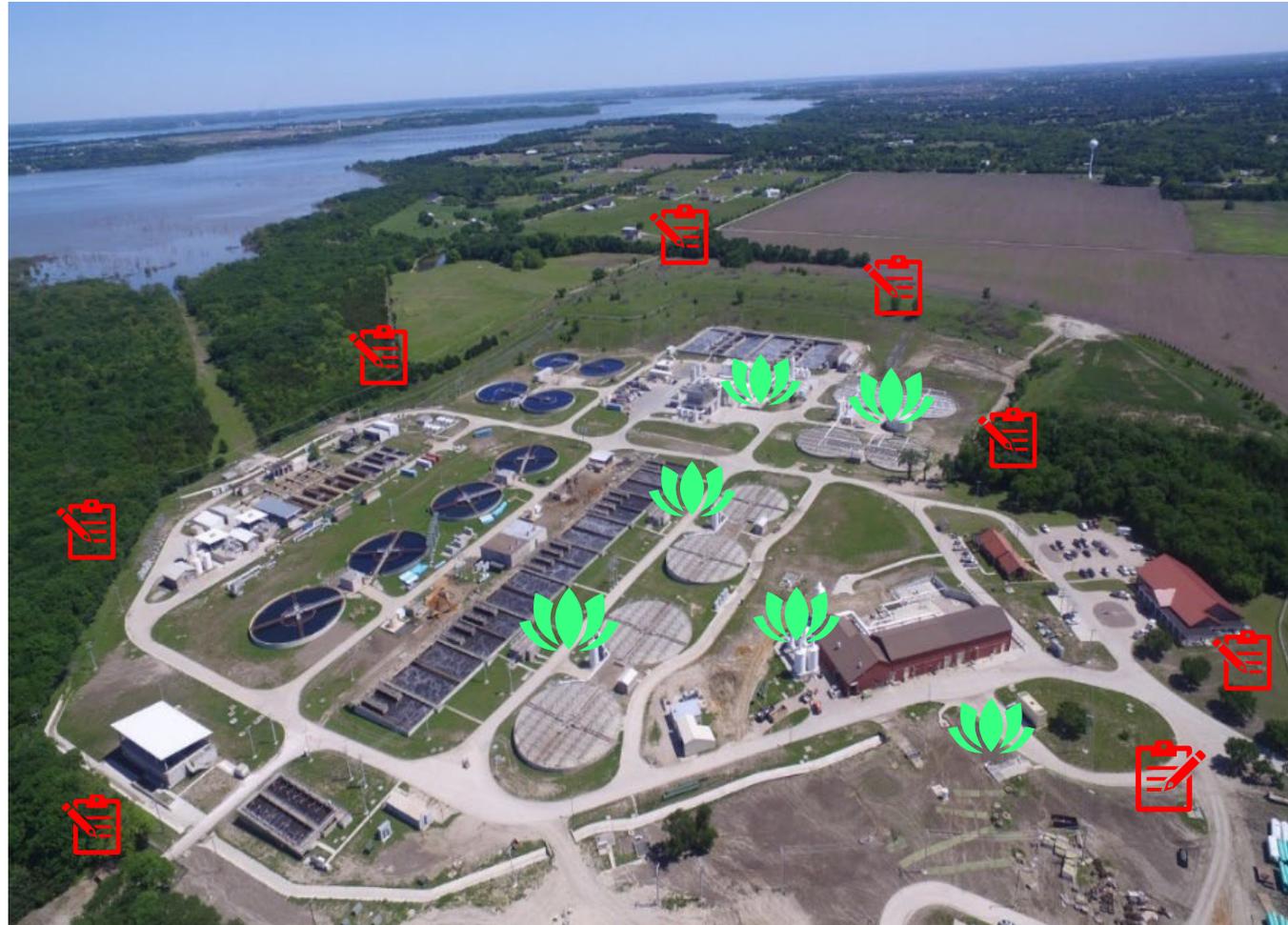
PLANT HAS ODOR CONTROL EQUIPMENT AT MULTIPLE LOCATIONS TO CAPTURE AND TREAT AIR

Biotrickling Filters Units

- Headworks
- Primary Clarifiers
- Solids Handling

Carbon Units

- Headworks
- Solids Handling
- North & South aeration distribution structure
- Influent structure (Conveyance pipelines discharge at this location)



Monitoring locations



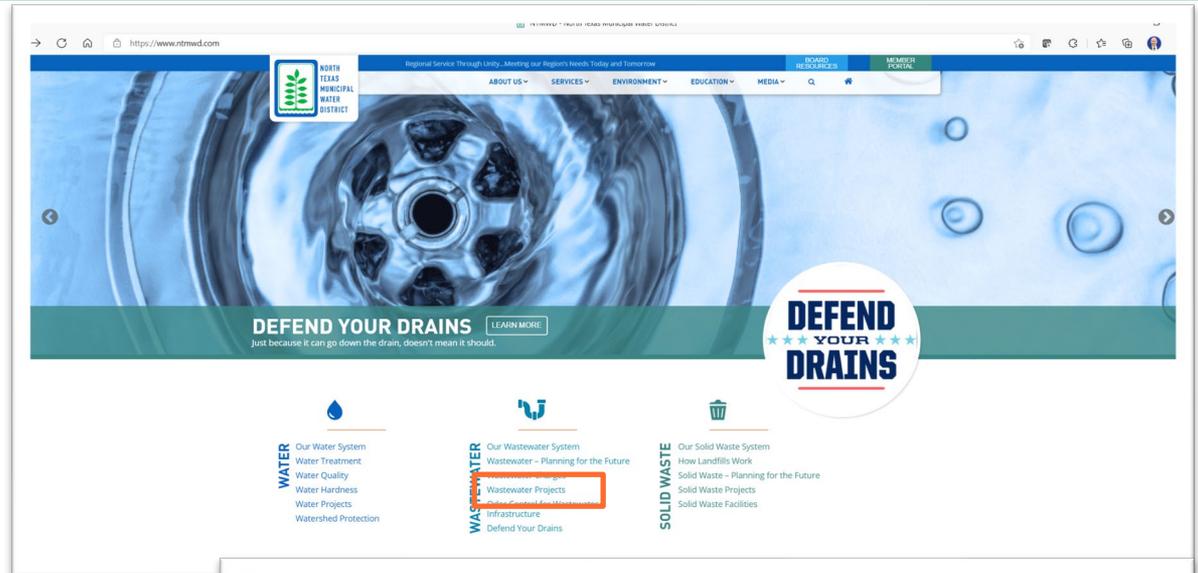
Odor Control Sites





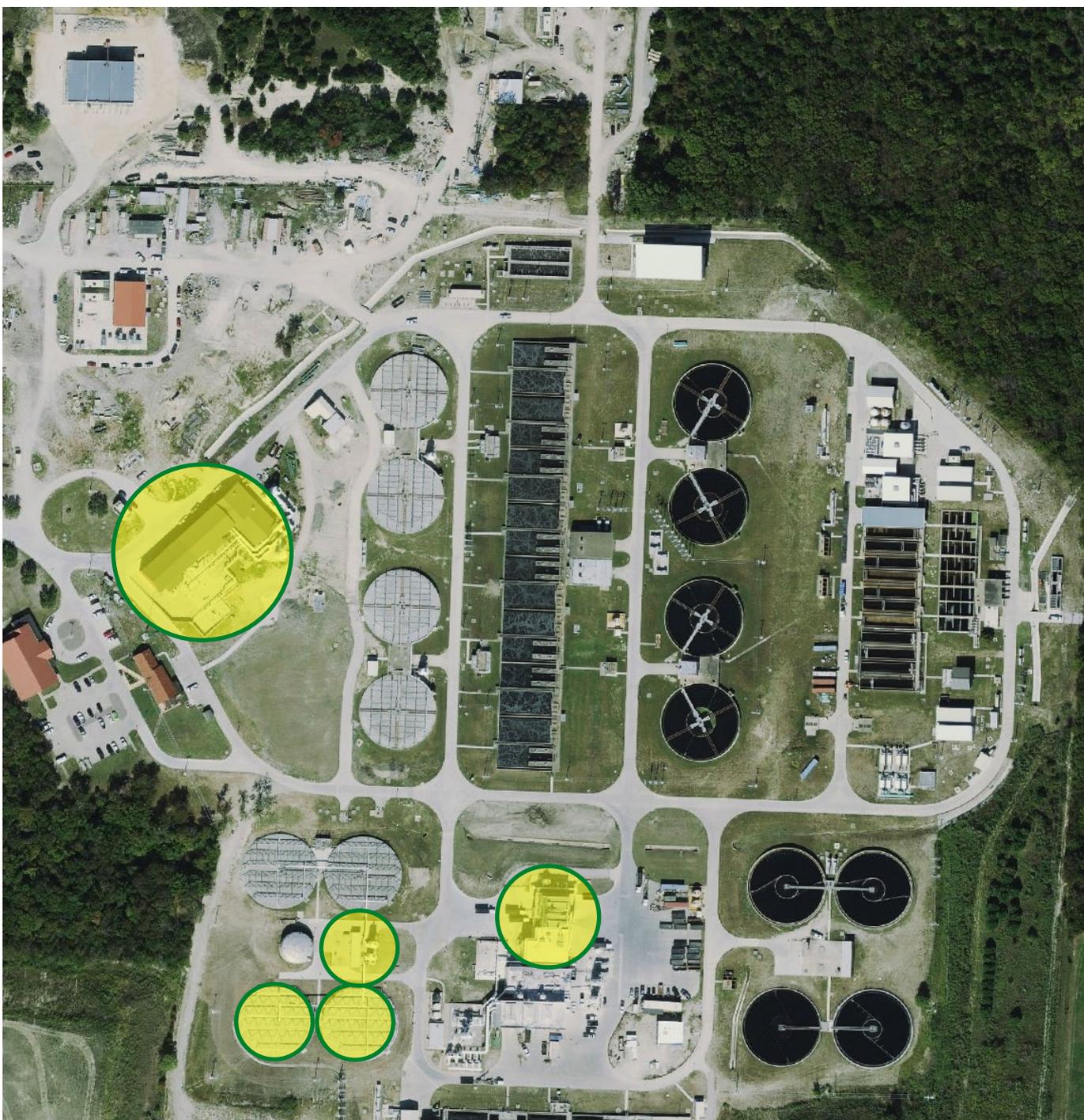
ODOR COMPLAINT INVESTIGATION & RESPONSE PROCESS

- Occasionally, odors are noticeable due to equipment failure, maintenance or construction activities
- NTMWD has a 24-hour odor control crew to respond to complaints
- Information on NTMWD's front page and "Contact Us", www.ntmwd.com





NORTH
TEXAS
MUNICIPAL
WATER
DISTRICT



WILSON CREEK RWWTP – LOCATION OF RECENT CIP IMPROVEMENTS WITH ODOR CONTROL



SOLIDS HANDLING IMPROVEMENTS



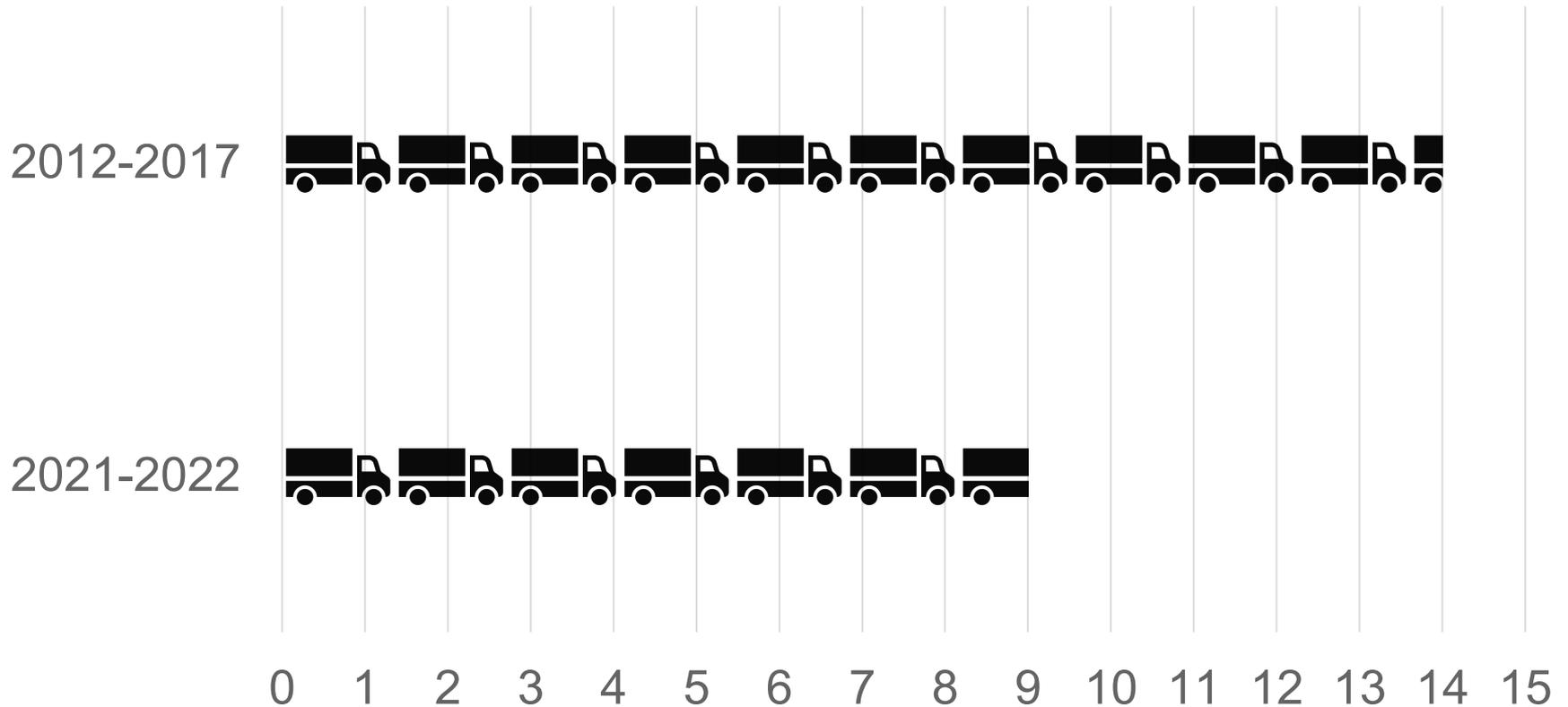
Project Objectives

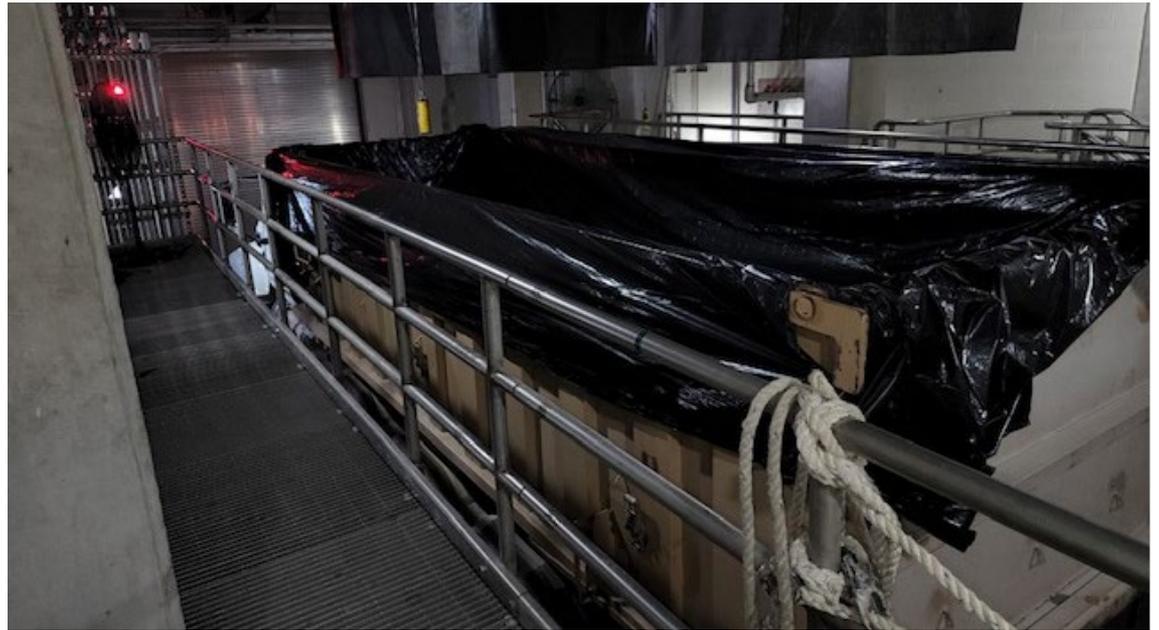
- Optimize truck hauling operation
- Eliminate bin storage on site to mitigate odor
- Provide Odor Control Units to mitigate odor



MAXIMIZE HAULING PER TRUCK

Number of trucks hauling per day reduced from 15 to 9





DEWATERING OPERATIONS

Containers getting filled and covered indoor



PROPOSED CONTAINER WASHOUT

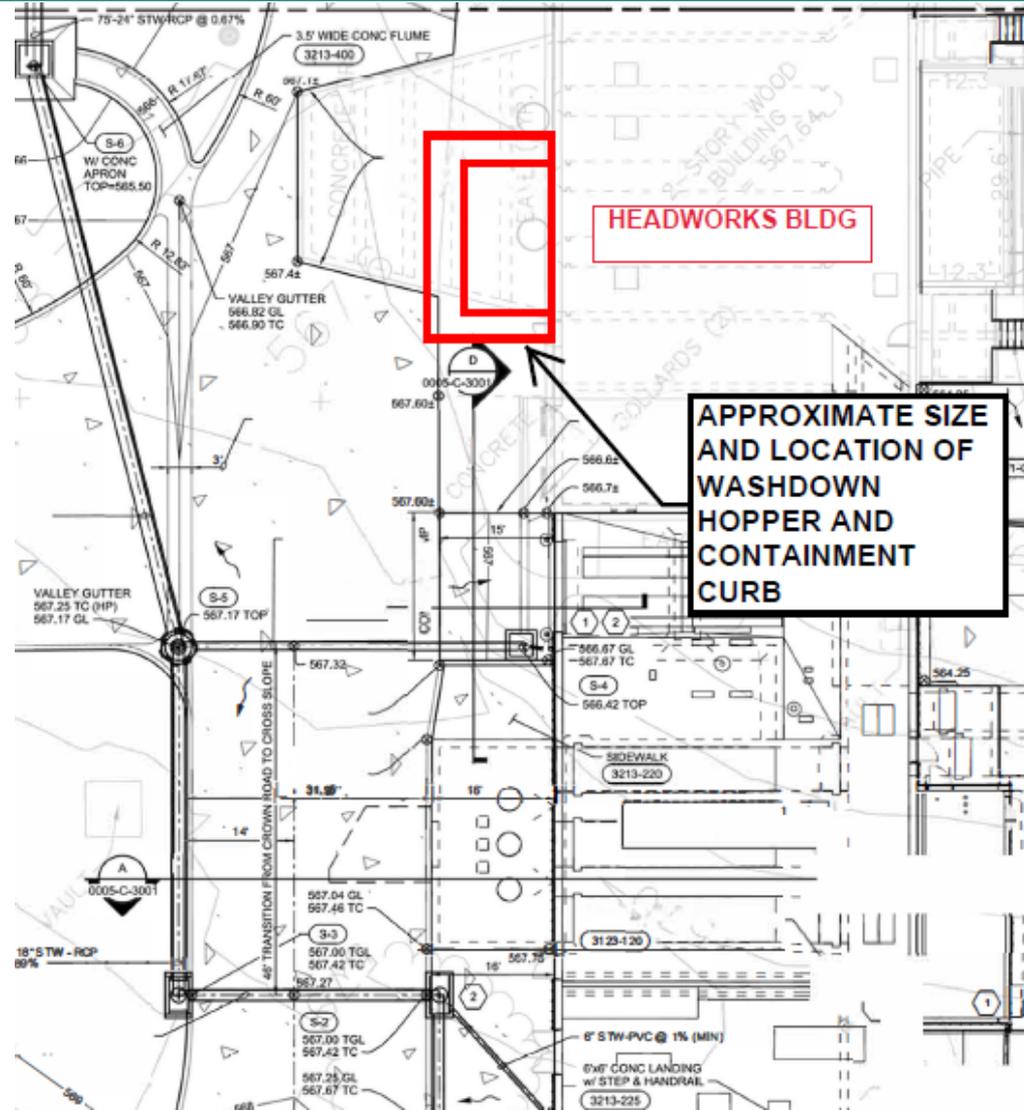
- Currently there are no facilities for cleaning sludge containers onsite
- Proposed location is in front of the headworks building
- Proposed facility will utilize manual washdown hose to clean out sludge containers
- All wash water and material to be captured and drain directly to plant influent for treatment





PROPOSED CONTAINER WASHOUT

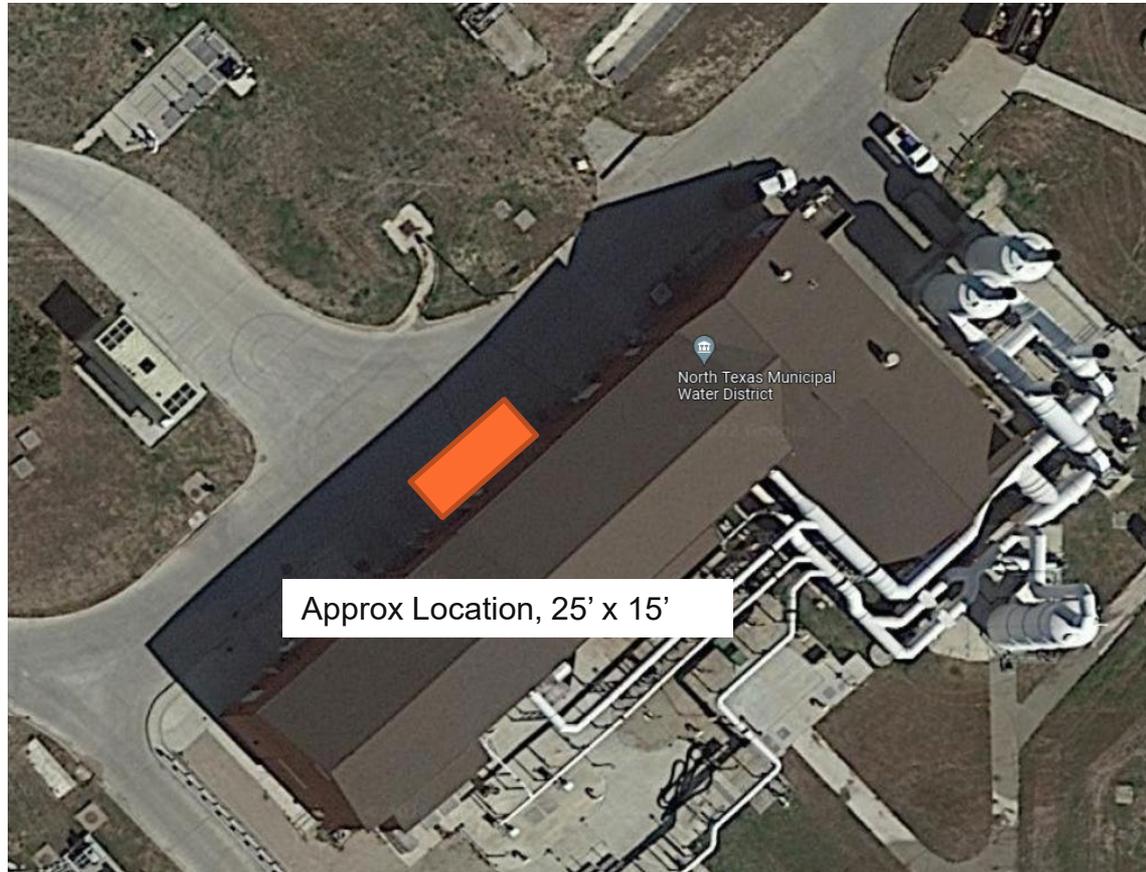
- Facility consists of large metal hopper to capture all wash water and any material
- Secondary containment curb installed around wash down area to capture any overspray
- All wash water and any material will drain to an underground influent pipe and into headworks building
- Manual valve will be installed on drain to prevent odors from escaping while not in use





PROPOSED CONTAINER WASHOUT

- Facility consists of large metal hopper to capture all wash water and any material
- Secondary containment curb installed around wash down area to capture any overspray
- All wash water and any material will drain to an underground influent pipe and into headworks building
- Manual valve will be installed on drain to prevent odors from escaping while not in use



QUESTIONS? FOLLOW US @NTMWD





NTMWD & OVERSIGHT COMMITTEE RECOMMENDATIONS

Add a Container Wash Station

The Wilson Creek Oversight and NTMWD recommend adding the container wash station to improve overall air quality within the facility and throughout the biosolids transportation route

- Amending the original agreement (not achievable)
- Lucas is the major signer of the original agreement
- The District recommends an Interlocal Agreement
- Letter to the residence of original agreement signers



Questions?

David Brewster

Assistant Deputy - Wastewater

dbrewster@ntmwd.com

Office: 469-626-4921

Cell: 972-795-8569

Morgan Dadgostar

Regional Wastewater System Manager

mdadgostar@ntmwd.com

Office: 469-626-4935

Cell: 214-288-5034



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 08

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider entering into a Public Improvement Participation Agreement with Farmstead Estates Phase Two; appropriate funding in the amount of \$199,075 from unrestricted General Fund Reserves for detention of excess offsite stormwater runoff; and authorize the City Manager to execute the agreement.

Background Information

This parcel of land is currently zoned Residential 2-acre (R-2), containing 18.858 acres of land, and proposes seven new residential lots. This subdivision has a private road that will be shared with Farmstead Estates Phase One. Public improvements include modifications to the existing turn around and bringing the lateral water service lines to the existing water main on the east side of Farmstead.

The City hired the engineering firm Birkhoff, Hendricks & Carter, LLP (BHC) to conduct a study of the drainage system in the area around Farmstead. One of the recommendations from BHC was to reduce the rate of stormwater run-off leaving Claremont Springs by 47 cubic feet per second (CFS).

At the City Council meeting on February 17, 2022, the preliminary plat for Farmstead Estates Phase Two was approved pending modifications to the drainage system. As part of these modifications, the water leaving the retention ponds in Claremont Springs Phase One needed to be considered. Staff asked the Developer of Farmstead to review what the necessary steps would be to reduce the water from Claremont Springs within the Farmstead retention ponds. The City asked to slow the offsite water in the amount of 47 CFS.

At the City Council meeting on June 16, 2022, the City Council approved entering into the Development Agreement with Farmstead Estates Phase Two for detention of excess offsite stormwater runoff in the amount of \$199,075 and authorizing the City Manager to negotiate the Development Agreement.

Attachments/Supporting Documentation

1. Public Improvement Participation Agreement
2. Farmstead Estates Phase Two Grading Plan
3. Final Plat
4. Drainage Cost provided by the Developer
5. General Fund Reserves by Fiscal Year



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 08

Budget/Financial Impact

The Developer of Farmstead Estates Phase Two has provided a cost estimate to reduce the rate of offsite stormwater runoff in the amount of \$199,075. The City could fund this project using unrestricted General Fund Reserves.

Recommendation

Staff recommends entering into a Public Improvement Participation Agreement with Farmstead Estates Phase Two and to fund the project using unrestricted General Fund Reserves.

Motion

I make a motion to approve/deny entering into a Public Improvement Participation Agreement with Farmstead Estates Phase Two; appropriate funding in the amount of \$199,075 from unrestricted General Fund Reserves for detention of excess offsite stormwater runoff; and authorize the City Manager to execute the agreement.

STATE OF TEXAS § PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
 § BETWEEN CITY OF LUCAS AND
 § OW HOMES, LLC
COUNTY OF COLLIN § (THE FARMSTEAD PHASE TWO)

This **Public Improvement Participation Agreement** (“**Agreement**”) is made by and between the **City of Lucas, Texas** (“**City**”), a Texas home rule municipality, and **OW Homes, LLC**, a Texas limited liability company (“**Developer**”), acting by and through their duly authorized representatives. City and Developer are referred to herein collectively as “**the Parties**” and separately as “**Party**.”

RECITALS:

WHEREAS, Developer is the owner of the Property (as defined below); and

WHEREAS, Developer desires to develop the Property in accordance with the Development Regulations;; and

WHEREAS, in order to ensure proper detention of excess stormwater runoff on the Property and adjacent property as it develops as, City and Developer desire to construct the Public Improvements; and

WHEREAS, because Developer does not require the full capacity that will be provided by the construction and operation of the Public Improvements, City and Developer find it to be to their mutual advantage to enter into this Agreement regarding City’s participation in the cost of construction of appropriate and necessary portions of the Public Improvements; and

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

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

ARTICLE I
TERM; TERMINATION

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

1.2 Termination. This Agreement shall be terminated:

- (a) upon the mutual written agreement of the Parties; or
- (b) if City elects to terminate this Agreement after Developer breaches any of the terms and conditions of this Agreement and such breach is not cured by Developer within sixty (60) days after receipt of written notice of the breach by City as such time may be extended during any event constituting a Force Majeure; or
- (c) on the fifth (5th) anniversary of the Effective Date if Completion of Construction of the Public Improvements has not occurred by that date.

ARTICLE II DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Adjacent Property” shall mean the real property described as the Claremont Springs Addition, an Addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded as Document No. 20060623010002770, Plat Records, Collin County, Texas.

“Approved Costs” means the total Public Improvement costs verified and approved by City.

“Approved Plans” means the plans and specifications for the construction of the Public Improvements, inclusive of any change orders thereto, as approved by the City Engineer.

“City Engineer” means the City’s Director of Engineering, or designee.

“Commencement of Construction” means that (i) the plans for the Public Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Public Improvements pursuant to the respective plans therefore having been issued by all applicable governmental authorities and (iii) the grading and/or preparation of right-of-way, or land as applicable, for the construction of Public Improvements has commenced.

“Completion of Construction” means: (i) the Public Improvements have been substantially completed in accordance with the approved plans; and (ii) the Public Improvements have been accepted by the City Engineer, on behalf of the City, in writing.

“Construction Cost” means solely (a) fees and reimbursed expenses paid by Developer relating to the design of the Public Improvements and preparation of the plans and specifications for construction of the Public Improvements; (b) the contracted price between Developer and its contractor(s) for construction of the Public Improvements; and (c) fees and reimbursed expenses relating to materials testing.

“Development Regulations” means collectively (i) City’s Subdivision Regulations set forth in Chapter 10 “Subdivisions,” of the City’s Code of Ordinances, and any regulations and standards adopted in accordance therewith, (ii) the City of Lucas, Texas, Zoning Ordinance, as amended, and (iii) the City’s Standard Construction Details attached hereto, and incorporated herein as **Exhibit “B”**.

“Effective Date” means the date this Agreement has been signed by authorized representatives of all of the Parties, whether signing the same document or identical counterparts.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Property is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Payment Request” means a written request for payment prepared by or at the direction of Developer which sets forth the amount of the City Cost Participation to be paid for the portion of the work completed on construction of the Public Improvements, inclusive of details of the types and quantities of materials installed and the costs related thereto, labor costs, and other details and costs customarily appearing on an interim construction draw request, which request is accompanied by an affidavit of bills paid by all material suppliers and subcontractors providing work and/or materials in relation to the portion of construction of the Public Improvements described in the Payment Request.

“Preliminary Plat” means that certain Preliminary Plat of The Farmstead Phase Two approved by City Council of Lucas on June 16, 2022, a copy of which is attached hereto and incorporated herein by reference as **Exhibit “A”** showing the proposed subdivision of a 18.858± acre parcel of land being part of the Jas Grayum Survey, Abstract 354, Lucas, Collin County, Texas.

“Property” the real property located within the City of Lucas, Collin County, Texas, and more particularly described in **Exhibit “A”** .

“Public Improvements” shall mean the design and construction of stormwater detention facilities, beyond what would otherwise be required by the Development Regulations, with adequate capacity to reduce stormwater runoff from the Adjacent Properties by 47 CFPS, in accordance with the Approved Plans and the Preliminary Plat.

ARTICLE III DESIGN AND CONSTRUCTION

3.1 Public Improvements to be Constructed.

Subject to the terms and conditions set forth herein, Developer agrees to cause the Commencement of Construction and Completion of the Construction of the Public Improvements in substantial compliance with the Approved Plans and City's Development Regulations, including, but not limited to, engaging all professionals and contractors necessary to accomplish the foregoing.

3.2 Inspection and Acceptance of the Public Improvements. The inspection and approval of the Public Improvements by City shall be conducted in the same manner as inspection and acceptance of other public improvements constructed and/or installed in association with the development of property in the City of Lucas, Texas, pursuant to the Code of Ordinances, as amended, and the current policies and procedures of the City's Engineering Department.

3.3 Affect of Approval of Construction Documents. No approval of designs, plans, and specifications by City shall be construed as representing or implying that the improvements built in accordance therewith shall be free of defects, and any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

3.4 Indemnity Against Design Defects. Approval by the Director of Engineering or other City employee, officer, or consultant of any plans, designs or specifications submitted by Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineers, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by City for any defect in the design and specifications prepared by developer's consulting engineer, its officers, agents, servants, or employees, it being the intent of the Parties that approval by the Director of Engineering or other City employee, officer or consultant signifies City approval of only the general design concept of the improvements to be constructed. **For a period of three (3) years following Completion of Construction, Developer shall indemnify and hold harmless City, its officers, agents, and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise directly out of any defect or deficiency in the Public Improvements directly related to the designs and specifications set forth in the Approved Plans, but only to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed by Developer in accordance therewith, and Developer shall defend at Developer's own expense any suits or other proceedings brought against City, its officers, agents, employees, or any of them, on account thereof, to pay all reasonable expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith.**

3.5 Completion of Construction; Withhold Certificates of Occupancy. Developer acknowledges and agrees that the Public Improvements are to be constructed in conjunction with the construction of other public improvements required to be constructed pursuant to the provisions of the Development Regulations in association with the development of the Property. Developer further acknowledges and agrees that City may withhold the issuance of certificates of occupancy for any buildings constructed on the Property prior to completion of construction and acceptance of the Public Improvements by the Director of Engineering on behalf of the City.

3.6 City Cost Participation. City and Developer acknowledge and agree that the Development Regulations require Developer to provide for stormwater runoff and retention on the Property. City has requested, and Developer agrees, to construct the Public Improvements, which provide for greater stormwater retention capacity than otherwise required by the Development Regulations for the Property, and for the mutual benefit of the Adjacent Property, in accordance with the Approved Plans and in conjunction with the development of the Property. Pursuant to the forgoing request and agreement, City agrees to reimburse to Developer the Construction Costs paid by City to Developer for the Public Improvements shall not exceed One Hundred Ninety-Nine Thousand Seventy-Five and 00/100 Dollars (\$199,075.00) ("**City Cost Participation**").

3.7 Payment. City agrees to pay Developer the City Cost Participation as follows:

(a) ***Payment Requests.*** Beginning with the calendar month following commencement of construction of the Public Improvements, Developer shall deliver to City no more than one Payment Request in each calendar month, which Payment Request shall be delivered not later than the tenth (10th) day of each month. No payment shall be

due until Developer has delivered a Payment Request to the Director of Engineering for review and approval, which approval shall not be unreasonably withheld, delayed or denied. The Director of Engineering shall approve or deny the Payment Request not later than ten (10) days after receipt of the Payment Request. In the event that the Director of Engineering denies the Payment Request, the Director of Engineering shall provide detailed reasons for the denial. If the Director of Engineering denies the Payment Request, Developer may submit an amended Payment Request, which shall be reviewed and considered for payment in the same manner as the original.

(b) *Payment Due Date.* City agrees to pay Developer not later than thirty (30) days after receipt of the Payment Request all undisputed amounts set forth in the Payment Request less ten percent (10%) of the amount set forth in the Payment Request to be held by City as retainage (the “**Retainage**”). Any disputed amounts resolved in favor of Developer shall be paid by City not later than fifteen (15) days after resolution of such dispute.

(c) *Final Payment.* City shall not be required to make the final payment of the Retainage until after receipt of a Payment Request accompanied by (i) an affidavit from Developer’s contractor(s) that states that all bills have been paid to subcontractors, suppliers, and any others who provided goods and/or services with respect to the construction of the Public Improvements and releasing and indemnifying City for any claims arising out of failure to pay such goods and services and (ii) the final as-built drawings showing the actual manner in which the Public Improvements were constructed.

3.8 Maximum Participation. In no case shall the City Cost Participation to the Public Improvements exceed thirty percent (30%) of the actual Construction Cost of all public streets, sidewalks, sanitary sewer mains, storm drainage facilities, water mains, and other public improvements associated with the development of the Project as required by the Development Regulations (“the Development Infrastructure”) unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

3.9 Drainage Easement Dedication. Prior to Commencement of Construction, with respect to those portions of the Public Improvements which, at the time of construction, will be located on the Property but outside of an area for which a final plat has been approved with a drainage easement or public right-of-way dedicated to City for the purpose of, among other things, constructing the Public Improvements, Developer agrees, at Developer’ sole cost, to dedicate and convey to City, for the benefit of the public, across the Property a drainage easement and right-of-way in the locations and widths as required by the Approved Plans (“the Drainage Easement”) in a form acceptable to City and approved by City’s City Attorney which authorizes City to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove certain above and underground drainage improvements and collect and direct surface water over or under the portion of the Property described in the Drainage Easement. Developer, at Developer’s cost, shall be responsible for obtaining a survey and legal description of the portion of the Property which shall be subject to the Utility Easement. City shall not be required to accept the Public

Improvements for purposes of determining that Completion of Construction has occurred or to pay Developer any portion of the City Cost Participation until the Drainage Easement has been delivered in recordable form to City.

3.10 Agreement Not Authorization to Work in City Right of Way. This Agreement does not authorize Owner or any of Owner's officers, employees, agents, or contractors, to perform any work within City's easements or rights of way or on any property leased, owned, or otherwise controlled by City. Owner, or any of Owner's officers, employees, agents, or contractors shall at all times comply with City's ordinances and regulations regarding performance of work on City property or within City's easements and rights-of-way, including, but not limited to, compliance with the City's Code of Ordinances, as amended.

ARTICLE IV MISCELLANEOUS

4.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002
Phone: 972-727-8999

With a copy to:

Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith,
L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Developer:

OW Homes, LLC
Attn: Barrett Owens
390 W. Forest Grove Rd.
Lucas, Texas 75002
Phone: 469-640-0446

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

4.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.4 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.5 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

4.6 Recitals. The recitals to this Agreement are incorporated herein.

4.7 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference as if set out here in full.

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

4.9 Recordation of Agreement. A copy of this Agreement shall be recorded in the Real Property Records of Collin County, Texas.

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

4.11 Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Developer verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Developer verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Developer verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Developer is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Developer has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

City Signature Page

EXECUTED in duplicate originals this ____ day of _____, 2022.

CITY OF LUCAS, TEXAS

By: _____
Joni Clarke, City Manager

Approved as to Form

By: _____
Joseph J. Gorfida, Jr., City Attorney
(07-11-2022:TM 130533)

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Joni Clarke, City Manager of the City of Lucas, Texas, on behalf of said municipality.

Notary Public State of Texas

My Commission Expires:

Developer's Signature Page

DEVELOPER:

OW HOMES, LLC

a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

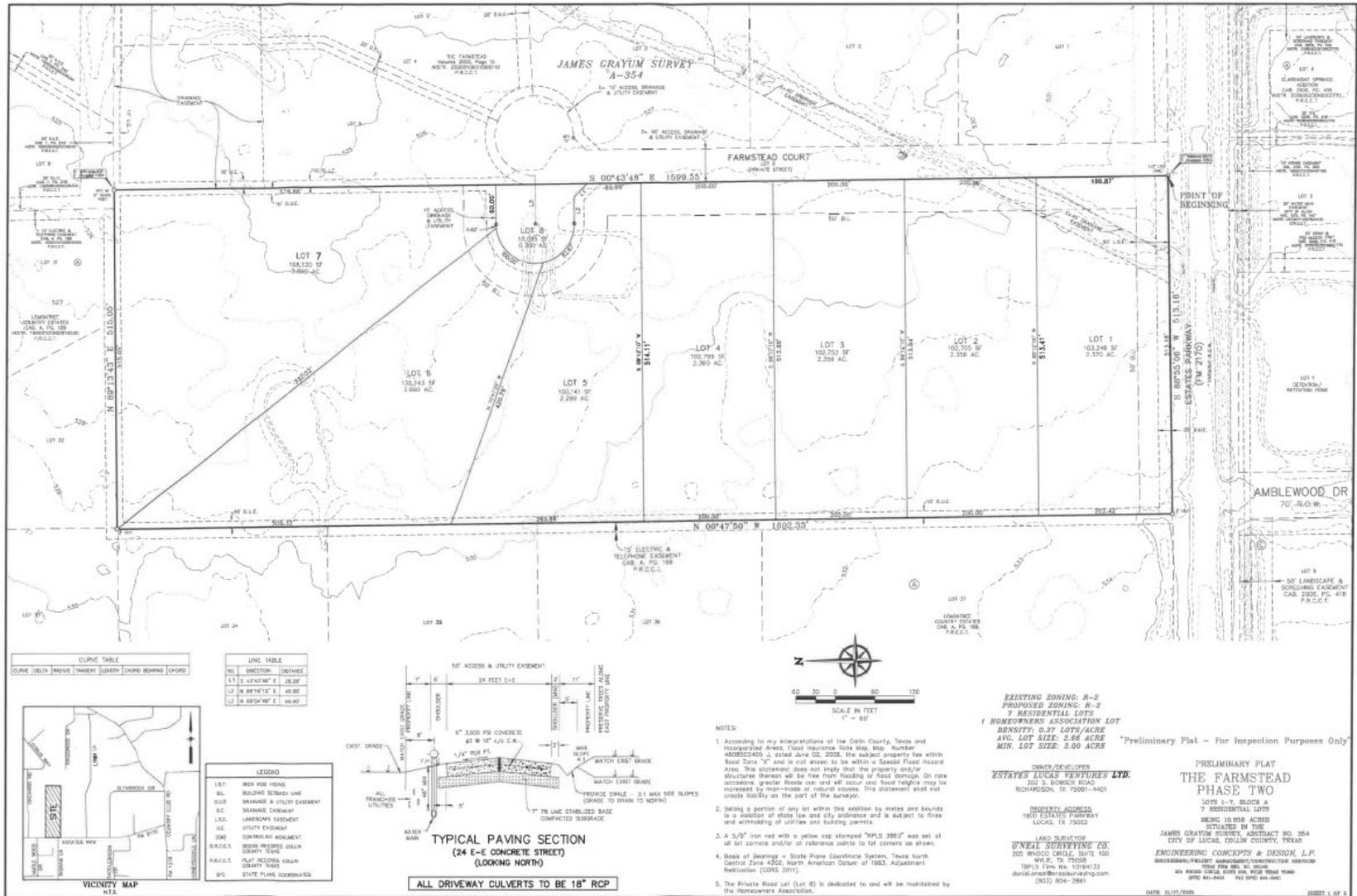
This instrument was acknowledged before me on the ____ day of _____, 2022,
by _____, the _____ of OW Homes, LLC, a
Texas limited liability company, on behalf of such entity.

Notary Public State of Texas

My Commission Expires:

EXHIBIT "A"

THE PROPERTY – PRELIMINARY PLAT OF THE FARMSTEAD PHASE TWO



STATE OF TEXAS
COUNTY OF COLLIN

OWNER'S CERTIFICATE & DEDICATION

WHEREAS, LUCAS VENTURES LTD. owns the corner of 18.856 acre tract of land situated in the James Graham Survey, Abstract No. 354, City of Lucas, Collin County, Texas, and being all of that certain 18.856 acre tract of land described as Block A of said Lucas Ventures Ltd. recorded as Volume 0207, Page 1171, (Deed Records, Collin County (DRCC)), Texas, and 18.856 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the northwest corner of said Lucas tract, same being the common south corner of lots 32 and 33 in Block A of Revised Plat of Lemmon County Estates, in addition to the City of Lucas, Collin County, Texas, according to the map thereof recorded in Volume A, Page 159, Map Records, Collin County, Texas;

THENCE, South 85 degrees 50 minutes 27 seconds East generally along a fence and the north line of said Lucas tract and along the northern right-of-way of Block A of said Lemmon County Estates and part of the way along the south line of Lot B of Kingswood Estates, and addition to the City of Lucas, Collin County, Texas, according to the map thereof recorded in Volume A, Page 240, Map Records, Collin County, Texas, a distance of 514.03 feet to a 2" iron rod found on corner and the southeast corner of Block A of The Farmstead, in addition to the City of Lucas, Collin County, Texas, according to the map thereof recorded in Volume 2020, Page 15, Map Records, Collin County, Texas;

THENCE, South 00 degrees 04 minutes 02 seconds West along the west boundary line of said The Farmstead a distance of 1586.53 feet to a 2" iron rod found in the north line of Estates Parkway, aka F&E Highway 2170;

THENCE, South 09 degrees 42 minutes 56 seconds West along the north line of said Estates Parkway, a distance of 513.18 feet to a 2" iron rod found for corner;

THENCE, North 00 degrees 00 minutes 00 seconds East along the west line of said Lucas tract and the easterly west line of Block A of said Lemmon County Estates, a distance of 1622.32 feet to the PLACE OF BEGINNING and containing 821,458 square feet or 18.856 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Estates Lucas Ventures LTD. does hereby bind themselves and their heirs, devisees and successors of title this plat designating the heretofore described property as THE FARMSTEAD PHASE TWO in addition to the City of Lucas, and does hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and does hereby reserve the easement strip shown on this plat for the future use and accommodation of garbage, collection easement and all public utilities dealing to use or enjoy same. Any public utility shall have the right to reserve and keep reserved all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way encroach or interfere with the construction, maintenance or efficiency of its respective systems or any of these easements, streets, and any public utility shall at all times have the right to ingress and egress to and from and upon the said easement strip for the purpose of repairing, replacing, installing, without the necessity of any form of procuring the permission of anyone. Additionally, DE HOMES, LLC certifies that it is the sole owner of the dedicated property and that no other interests or claims exist in this property unless otherwise indicated on the required Mortgage Lender Certification that is attached to this plat. Furthermore, on the owner of the property described herein, and in consideration of establishing the subdivision described herein, I 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, unimproved areas, private streets and alleys;
- The homeowners' association shall grant the City the right of access to any street to install any utilities on such street and obtain a lien upon each individual lot for the provided costs of installation;
- The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, damages, liabilities, demands, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance in common areas;
- The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, outdoor 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 existing ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

ESTATES LUCAS VENTURES LTD.

FOR: _____
Signature
Name
Title

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ 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 considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2021.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

I, Daniel Chase O'Neal, Registered Professional Land Surveyor, State of Texas, hereby certify that the description and lot numbers are taken from actual measurements upon the ground and are true and correct to the best of my knowledge and belief the 16th day of June, 2021 and the monuments shown thereon have been found as set under my supervision and their location, size and exterior description are correctly shown.

PREPARATION - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570



STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Daniel Chase O'Neal, 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 considerations therein expressed and to the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021.

Notary Public for the State of Texas
My commission expires _____

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Development Services Director of the City of Lucas, Texas, in accordance with the Lucas Code of Ordinances, review and approve provisions.

Development Services Director _____ Date _____

ATTEST:

Signature _____ Date _____

Name & Title _____ Date _____

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

Director of Public Works/City Engineer _____ Date _____

ATTEST:

Signature _____ Date _____

Name & Title _____ Date _____

CITY APPROVAL CERTIFICATE

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

Chairman, Planning and Zoning Commission _____ Date _____

ATTEST:

Signature _____ Date _____

Name & Title _____ Date _____

On-Site Sewage Facilities (OSSF) Notes:

- All lots must utilize alternative type On-Site Sewage Facilities. Presence of Rusted/rotted rock may further limit type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application or No.
- All lots must maintain water-managed setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, shop areas and/or creeks/rioles/pools, etc. (Per State regulations).
 - Due to the presence of a large pond/drainage easement on lots 4 and 5, it is recommended that there be no surface improvements, impervious cover, outbuildings, swimming pools, etc. placed on either lot 4 or 5 without pre-construction planning meeting with Registered Sanitation/Professional Engineer and Collin County Development Services. Lot 4 will additionally have setbacks from a waterway/drainage easement.
 - Due to the presence of a waterway/drainage easement with shore setbacks and ditches on lots 2 and 3, it is recommended that there be no surface improvements, impervious cover, outbuildings, swimming pools, etc. placed on either lot 2 or 3 without pre-construction planning meeting with Registered Sanitation/Professional Engineer and Collin County Development Services. The waterway/drainage easement affects a portion of lot 2. No OSSF components shall cross the waterway/drainage easement.
- There were no permitted/approved existing structures with associated OSSF(s) on the property at the time of approval. Any existing structures or OSSF must be reviewed and permitted by Collin County Development Services prior to any use.
- Tree removal and/or grading for OSSF may be required on individual lots.
- There are no water wells noted in this subdivision and no water wells are shown without prior approval from Collin County Development Services.
- Each lot is limited to a maximum of 5,000 gallons of treated/dissolved sewage each day.
- Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF systems.

HEALTH DEPARTMENT CERTIFICATION

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

Registered Sanitation or Designated Representative
Collin County Development Services

Preliminary Plat - For Inspection Purposes Only

OWNER/DEVELOPER
ESTATES LUCAS VENTURES LTD.
302 S. BOWSER ROAD
RICHARDSON, TX 75081-4421

PROPERTY ADDRESS
1902 LUCAS PARKWAY
LUCAS, TX 75052

LAND SURVEYOR
O'NEAL SURVEYING CO.
205 WINDSOR CENTER, SUITE 100
W.F.O., TX 75088
817.614.1000
6046.ore@onealurveying.com
(952) 874-2291

PRELIMINARY PLAT
THE FARMSTEAD
PHASE TWO

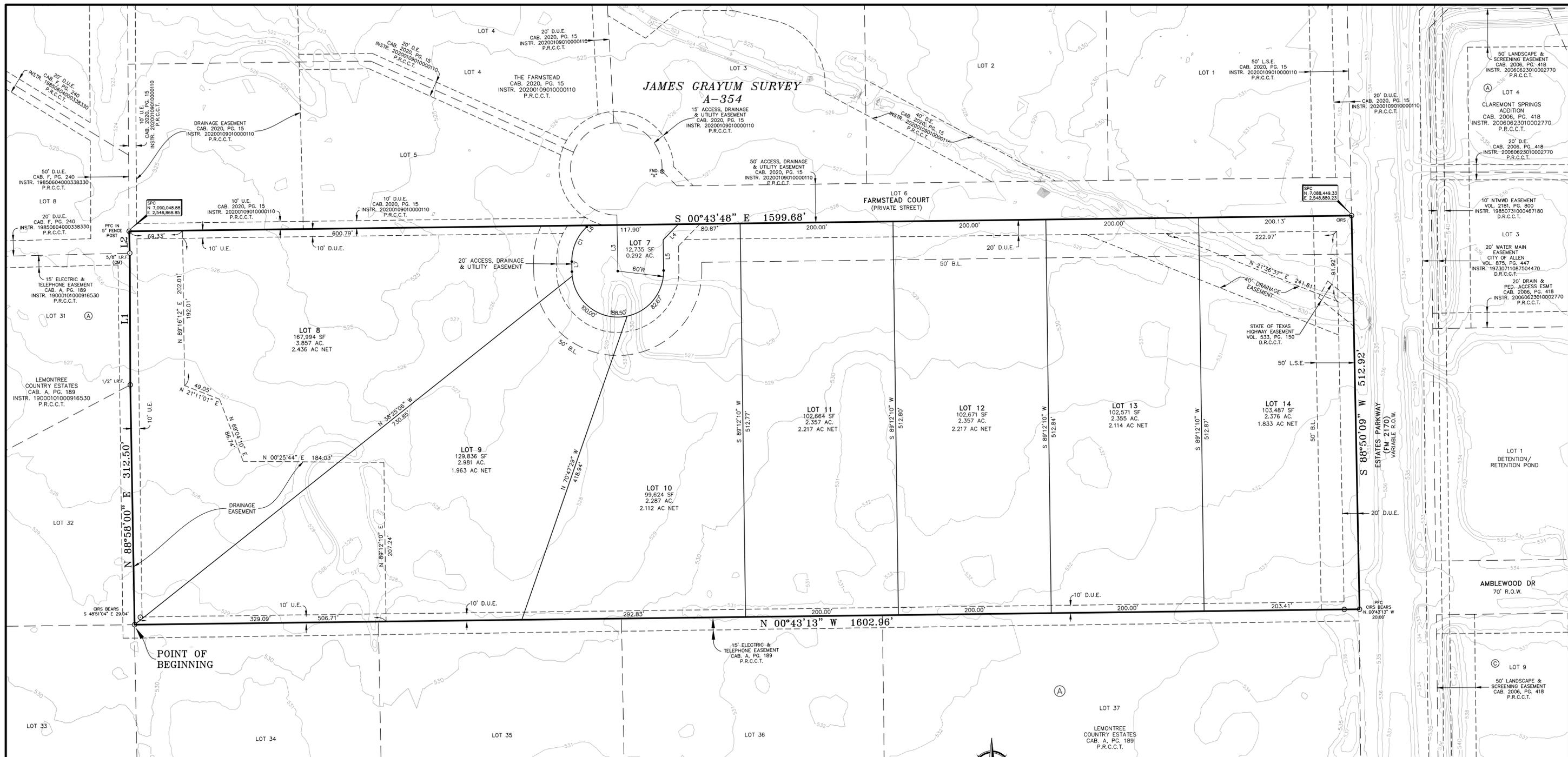
LOTS 1-7, BLOCK A
7 RESIDENTIAL LOTS
BEING 18.856 ACRES
SITUATED IN THE

JAMES GRAYSON SURVEY, ABSTRACT NO. 184
CITY OF LUCAS, COLLIN COUNTY, TEXAS

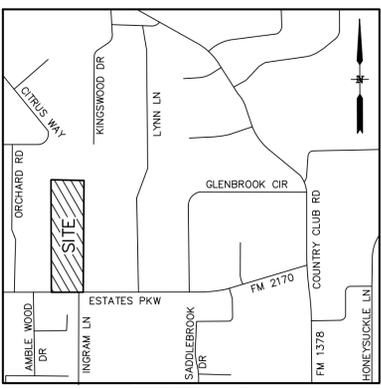
ENGINEERING CONCEPTS & DESIGN, L.P.
DESIGN/CONSTRUCTION SERVICES
1000 W. WINDY HILL, SUITE 100
DALLAS, TEXAS 75241
817.352.8800 FAX 817.352.8800

DATE: 11/27/21 PAGE 1 OF 2
08807040/0482 Preliminary Plat.dwg

EXHIBIT “B”
CITY OF LUCAS STANDARD CONSTRUCTION DETAILS

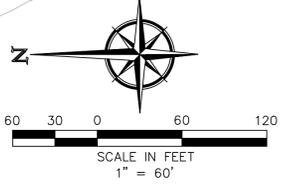


CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	048°24'39"	60.00'	26.97'	50.70'	S 66°31'29" E	49.20'



LEGEND	
CIRS	1/2" IRON ROD WITH YELLOW CAP STAMPED "RPLS 3963" SET
PFC	POINT FOR CORNER
IRF	IRON ROD FOUND
B.L.	BUILDING SETBACK LINE
D.U.E.	DRAINAGE & UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.S.E.	LANDSCAPE EASEMENT
U.E.	UTILITY EASEMENT
(CM)	CONTROLLING MONUMENT
D.R.C.C.T.	DEEDS RECORDS COLLIN COUNTY TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY TEXAS
SPC	STATE PLANE COORDINATES

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 89°47'16" E	171.67'
L2	N 88°14'55" E	28.48'
L3	N 89°04'49" E	60.00'
L4	S 45°43'48" E	28.28'
L5	N 89°16'12" E	40.00'
L6	N 46°16'09" W	2.76'
L7	S 89°16'12" W	13.16'



NOTES:

- Basis of Bearings = State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, Adjustment Realization (CORS 2011).
- A 5/8" iron rod with a yellow cap stamped "RPLS 3963" will be set at all lot corners and/or at reference points to lot corners, wherever possible, after the completion of all utilities and subdivision construction.
- According to my interpretations of the Collin County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48085C0405 J, dated June 02, 2009, the subject property lies within flood zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.
- Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.
- The Private Road Lot (Lot 7) is dedicated to and will be maintained by the Homeowners Association.

LOT SIZE TABLE		
LOT NO.	SQ. FT.	ACRES
7	12,735	0.292
8	167,994	3.857
9	129,836	2.981
10	99,624	2.287
11	102,664	2.357
12	102,671	2.357
13	102,571	2.355
14	103,487	2.376

EXISTING ZONING: R-2
PROPOSED ZONING: R-2
7 RESIDENTIAL LOTS
1 HOMEOWNERS ASSOCIATION LOT
DENSITY: 0.37 LOTS/ACRE
AVG. LOT SIZE: 2.65 ACRE
MIN. LOT SIZE: 2.00 ACRE

OWNER/DEVELOPER
OW HOMES, LLC
 313 S JUPITER ROAD, STE 105
 ALLEN, TX 75002-3032

PROPERTY ADDRESS
 1900 ESTATES PARKWAY
 LUCAS, TX 75002

LAND SURVEYOR
R.C. MYERS SURVEYING, LLC
 488 ARROYO COURT
 SUNNYVALE, TX 75182
 (214) 532-0636
 FAX (972) 412-4875
 EMAIL: rcmsurveying@gmail.com
 FIRM NO. 10192300 JOB NO. 442

FINAL PLAT
THE FARMSTEAD
PHASE TWO

LOTS 7-14, BLOCK A
7 RESIDENTIAL LOTS
BEING 18.856 ACRES
SITUATED IN THE
JAMES GRAYUM SURVEY, ABSTRACT NO. 354
CITY OF LUCAS, COLLIN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
 201 WINDCO CIRCLE, SUITE 200, WYLE TEXAS 75098
 (972) 941-8400 FAX (972) 941-8401

DATE: 6/8/2022

SHEET 1 OF 2

<u>City of Lucas</u>	<u>Drainage Easement</u>		<u>Farmstead Phase 2</u>
<u>Item</u>		<u>Units</u>	<u>Per Unit</u>
Excavation	\$ 178,875.00	26500	\$ 6.75
Concrete	\$ 16,000.00	2000	\$ 8.00
Rip Rap and Stone	\$ 4,200.00	15	\$ 280.00
<u>Total Costs</u>	<u>\$ 199,075.00</u>		

City of Lucas
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022	Projected 2022-2023
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 10,085,127	\$ 10,085,127	\$ 10,085,127
Adjusted For:										
Projected Excess Fund Balance FY 21-22 (Revenue vs. Expense)									\$ 125,866	\$ 125,866
Projected Excess Fund Balance FY 22-23 (Revenue vs. Expense)									\$	\$ 2,103
Additional Restrictions:										
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)						
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -	\$ (41,349)	\$ (41,349)	\$ (41,349)
FY 20-21 FD bunker gear carry-over								\$ (5,000)	\$ (5,000)	\$ (5,000)
FY 20-21 Energov Software/Hardware carry-over								\$ (34,843)	\$ (34,843)	\$ (34,843)
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)	\$ (67,813)	\$ (67,813)
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)						
Reserve for Capital Outlay FY 21-22								\$ -	\$ -	\$ -
CC 11-4-21 Reserves for Claremont Springs Drainage (FY 21-22)								\$ (192,025)	\$ (192,025)	\$ (192,025)
CC 11-4-21 Reserves for Brookhaven Culvert (FY 21-22)								\$ (110,758)	\$ (110,758)	\$ (110,758)
CC 12-16-21 Reserves for Water Master Plan (FY 21-22)								\$ (30,000)	\$ (30,000)	\$ (30,000)
CC 1-20-22 Reserves for Records Management Scanning (FY 21-22)								\$ (26,607)	\$ (26,607)	\$ (26,607)
CC 2-17-22 Reserves for Rimrock Detention Pond Design (FY 21-22)								\$ (23,280)	\$ (23,280)	\$ (23,280)
CC 2-17-22 Reserves for Orchard Road Crossing Design (FY 21-22)								\$ (32,450)	\$ (32,450)	\$ (32,450)
CC 4-21-22 Reserves for Pavement Management Projects (FY 21-22)								\$ (236,482)	\$ (236,482)	\$ (236,482)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,936,122	\$ 9,410,386	\$ 9,412,489
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	18.3	15.9	14.7
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,559,425)	\$ (3,839,683)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,690,534	\$ 5,850,961	\$ 5,572,806
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	12.3	9.9	8.7
Restricted during Fiscal Year Audit:										
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 76,647	\$ 76,647
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 34,707	\$ 34,707
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ -	\$ -
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,486,853	\$ 1,486,853
Restricted Water Rescue (3105-32)								\$ 120,000		
Restricted FD Equipment (3105-34)								\$ 16,379		
Restricted Cares Funding (3105.40)							\$ 89,755			
Restricted Mass Mutual LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 279,043	\$ 279,043
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000	\$ 250,000
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,098	\$ 2,127,250	\$ 2,127,250



City of Lucas

City Council Agenda Request

August 4, 2022

Item No. 09

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider adopting Ordinance 2022-08-00534 amending the Code of Ordinances Chapters 1 and 3 to clarify provisions relating to the Building and Standards Commission.

Background Information

Per the City's Code of Ordinances under Article 3.02 Building and Standards Commission, persons appointed to the Board of Adjustment shall also automatically be appointed to the Building and Standards Commission. The Building and Standards Commission has the authority to enforce the enumerated health and safety ordinances authorized by Texas Local Government Code Chapter 54 Subchapter C. The Building and Standards Commission consist of the five members and two alternates of the Board of Adjustment. The Board of Adjustment shall not assume or perform any duties or responsibilities of the Building and Standards Commission. Each board is separate and distinct.

The purpose of this amendment to the City's Code of Ordinances Chapters 1 and 3 is to clarify provisions relating to the Building and Standards Commission. In the 1995 Zoning Ordinance, the City Council was designated to serve as the Building and Standards Commission. However, in 2017, the Code was amended to provide that the Building and Standards Commission would consist of the same members as the Board of Adjustment. The 2017 amendment failed to update some of the code provisions dealing with duties of the Building Standards Commission.

Attachments/Supporting Documentation

1. Ordinance 2022-08-00534 Amending Chapter 1 "General Provisions" and Chapter 3 "Building Regulations"

Budget/Financial Impact

N/A

Recommendation

Staff recommends approval of the proposed amendments.

Motion

I make a motion to approve/deny adopting Ordinance 2022-08-00534 amending the Code of Ordinances Chapters 1 and 3 to clarify provisions relating to the Building and Standards Commission.



ORDINANCE # 2022-08-00534

[AMENDING CODE OF ORDINANCES, AMENDING CHAPTER 1 TITLED “GENERAL PROVISIONS”, BY ADDING DIVISIONS 3, 4, AND 5 “PARKS AND OPEN SPACE BOARD,” “BUILDING AND STANDARDS COMMISSION,” AND “BOARD OF ADJUSTMENT,” RESPECTIVELY, AND BY AMENDING CHAPTER 3, TITLED “BUILDING REGULATIONS,” ARTICLE 3.11, TITLED “DANGEROUS BUILDINGS” TO CLARIFY THE COMPOSITION OF THE BUILDING AND STANDARDS COMMISSION]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED “GENERAL PROVISIONS”, BY ADDING DIVISIONS 3, 4, AND 5 “PARKS AND OPEN SPACE BOARD,” “BUILDING AND STANDARDS COMMISSION,” AND “BOARD OF ADJUSTMENT,” RESPECTIVELY, AND BY AMENDING CHAPTER 3, TITLED “BUILDING REGULATIONS,” ARTICLE 3.11, TITLED “DANGEROUS BUILDINGS” TO CLARIFY THE COMPOSITION OF THE BUILDING AND STANDARDS COMMISSION 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) FOR EACH OFFENSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 1 titled “General Provisions” by amending Article 1.05 titled “Boards, Commissions, and Committees” by adding Divisions 3, 4, and 5 titled “Parks and Open Space Board,” “Board of Adjustments,” and “Building and Standards Commission,” to read as follows:

“CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1.05 BOARDS, COMMISSIONS AND COMMITTEES

...

Division 3. Parks and Open Space Board

Sec. 1.05.039 Parks and Open Space Board

Refer to Article 1.09 for information about the Parks and Open Space Board.

Sections 1.05.040 - 1.05.049 Reserved.

Division 4. Building and Standards Commission

Section 1.05.050 Building and Standards Commission

Refer to Article 3.02 for information about the Building and Standards Commission.

Sections 1.05.051 – 1.05.059 Reserved.

Division 5. Board of Adjustment

Section 1.05.060 Board of Adjustment

Refer to Chapter 14, Article 14.02, Division 2, for information about the Board of Adjustment.

Sections 1.05.061 – 1.05.069 Reserved.

...

Section 2. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 3 titled, “Building Regulations,” Article 3.11, titled, “Dangerous Buildings” by amending Section 3.11.003, titled “Standards for ordering repair, vacation or demolition” to read as follows:

“The following standards shall be followed by the building official, the fire marshal, and the ~~city council, acting in its capacity as building commission~~ Building and Standards Commission, under the terms of this article, in ordering repair, vacation or demolition:

...

Section 3. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 3 titled, “Building Regulations,” Article 3.11, titled, “Dangerous Buildings” by amending Section 3.11.005, titled “Duties of city council acting as building commission” to read as follows:

“Sec. 3.11.005 Duties of ~~city council acting as building commission~~ Building and Standards Commission

(a) The duties of the ~~city council acting in its capacity as building commission~~ Building and Standards Commission under this article shall be as follows:

(1) Upon receipt of a report of the building official and fire marshal as provided for in subsection (6) of section 3.11.004, written notice by certified mail is to be given to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in the building as shown by the deed records of the county clerk's office to appear before the ~~building commission~~ Building and Standards Commission on a date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated or demolished in accordance with the statement of particulars set forth in the building official's and fire marshal's notice provided for in subsection (5) of section 3.11.004.

(2) Hold a hearing and hear such testimony as the building official and fire marshal and the owner, occupant, mortgagee, lessee or any other person having an interest in the building as shown by the deed records of the county clerk's office shall offer relative to the determination of the question of whether the building or structure in question is a dangerous building.

(3) Make written findings of fact from the testimony offered pursuant to subsection (a)(2) of this section as to whether or not the building in question is a dangerous building.

(4) Upon a determination that the building or structure in question does constitute a dangerous building, issue an order based upon findings of fact made pursuant to subsection (a)(3) of this section commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in the building as shown by the deed records of the county clerk's office to repair, vacate or demolish any building found to be a dangerous building within the terms of this article.

(b) If, at the expiration of 60 days from a determination by the ~~city council~~ Building and Standards Commission that a building or structure is to be demolished, the same has not been destroyed, it may be demolished at the expense of the owner thereof by the city or its contractor. The materials of such building shall be sold and the net cost of the demolition shall be charged to the owner and, if any balance remains, it shall be held for the owner or any other parties entitled thereto. If the cost of the demolition exceeds the value of the materials of such building, such excess shall be charged as a lien upon the real property on which the building is situated and the city may file suit to foreclose and satisfy the lien to the extent allowed by law.”

Section 4. 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 5. 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 6. 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 7. 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 8. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 9. 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 4TH DAY OF AUGUST, 2022.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-19-2022:TM 130631)

Kent Souriyasak, Assistant to the City Manager/
Interim City Secretary



City of Lucas

City Council Agenda Request

August 4, 2022

Requester: Assistant to the City Manager/Interim City Secretary Kent Souriyasak

Agenda Item Request

Consider board applications to fill a vacant alternate position on the Parks and Open Space Board with a term expiring December 31, 2023.

Background Information

Alternate Parks Board Member Laura Howard has resigned her position on the Parks and Open Space Board leaving a vacancy with a term expiring December 31, 2023. City staff has forwarded to the City Council applications on file to be considered for interview and/or appointment to fill the vacant alternate position.

Current Alternate Members on the Parks and Open Space Board include:

Parks Board Alternate Members:

Alternate Member 1: Vacant

Alternate Member 2: Laura Giles

Attachments/Supporting Documentation

1. Board Volunteer Applications will be sent to City Council as a separate attachment.

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to promote Alternate Member 2 to Alternate Member 1 of the Parks and Open Space Board with a term expiring of December 31, 2023.

I make a motion to appoint _____ as Alternate Member 2 to the Parks and Open Space Board with a term expiring December 31, 2022.



City of Lucas City Council Agenda Request August 4, 2022

Requestor: Mayor Jim Olk

Agenda Item Request

Executive Session: An Executive Session is not scheduled for this meeting.

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 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.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request August 4, 2022

Requestor: Mayor Jim Olk

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA