



## AGENDA

### City of Lucas City Council Meeting

October 7, 2021 | 7:00 PM

Council Chambers | Video Conference

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, October 7, 2021 beginning at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, 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 Section 551.127, on a regular, non-emergency basis, members may attend and participate in a meeting remotely by video conference, when a quorum of the members and the presiding officer will be physically present at the location noted above on this agenda.

Effective September 1, 2021, residents are allowed to use the Zoom link below to participate in a City Council meeting; however, audio-only is no longer allowed, and full-video will be required when speaking to the City Council. To join the meeting, please click this URL:

<https://zoom.us/j/95534828374?pwd=ZkJ5cTZkVWNEEL3o0WFNCQXBjQ0RvZz09>

and enter your name and email address.

Join by phone: 1-346-248-7799

Webinar ID: 955 3482 8374

Passcode: 712285

If you would like to watch the meeting live, and not participate via Zoom, 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.

**Speak Remotely Via Zoom:** If you would like to attend a meeting remotely and speak via Zoom, email the City Secretary at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by 4:00 pm noting the item you wish to speak on and noting your attendance will be remote. Please note, any requests received after 4:00 pm will not be included at the meeting.

**Submit Written Comments:** If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email the City Secretary at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by no later than 4:00 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 4:00 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

## 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 September 16, 2021 City Council meeting. **(City Secretary Stacy Henderson)**

## Regular Agenda

---

4. Receive a presentation from Chris Meszler, BCC Engineering, on the status of the West Lucas Road Reconstruction Project from South Angel Parkway (F.M. 2551) to Country Club Road, and provide direction to the City Manager, if desired. **(Public Works Director Scott Holden, Chris Meszler, BCC Engineering)**
5. Consider approving Resolution R 2021-10-00520 establishing a comprehensive Economic Development Policy and Program for economic development activities for the City of Lucas as authorized by Section 380.001 of the Texas Local Government Code. **(City Council)**
6. Consider an Economic Development Agreement between the City of Lucas and Dwarf Willow for 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8. **(Development Services Director Joe Hilbourn)**
7. Consider approving Resolution R 2021-10-00519 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors with terms beginning January 1, 2022. **(City Council)**

8. Discuss the Texas Commission on Environmental Quality (TCEQ) application proposed for a wastewater treatment facility located 0.4 miles northwest of the intersection of North Murphy Road and Rolling Ridge Drive in Collin County, Texas near the cities of Murphy and Parker. **(City Council)**
9. Consider setting a date and time for the Lucas City Council to receive the hydraulic modeling report and a presentation regarding the City of Lucas water distribution system prepared by Gary Hendricks, PE, RPLS, of Birkhoff, Hendricks & Carter, LLP. **(City Council)**

## **Executive Agenda**

---

10. Executive Session.

Pursuant to Section 551.071 (2) of the Texas Government Code, the City Council will convene into Executive Session to consult with the City Attorney regarding a letter dated September 10, 2021, from attorney Grant Figari representing the Seis Lago Community Services Association, Inc.

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

## **Certification**

---

*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on October 1, 2021.*

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

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



# City of Lucas City Council Agenda Request October 7, 2021

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

### October 7, 2021

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

Items of Community Interest

#### **Background Information**

---

NA

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

---

NA

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

NA



# City of Lucas

## City Council Agenda Request

### October 7, 2021

Requester: City Secretary Stacy Henderson

#### **Agenda Item Request**

---

Consent Agenda:

- A. Approval of the minutes of the September 16, 2021 City Council meeting.

#### **Background Information**

---

NA

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

---

1. Minutes of the September 16, 2021 City Council meeting.

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

---

NA

#### **Recommendation**

---

City Staff recommends approval of the Consent Agenda.

#### **Motion**

---

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



**City of Lucas**  
**City Council Meeting**  
**September 16, 2021**  
**6:00 P.M. Training**  
**7:00 P.M. Regular Meeting**  
City Hall Council Chambers and Video Conference  
665 Country Club Road, Lucas, Texas

**MINUTES**

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Johnson  
Councilmember Tim Baney  
Councilmember David Keer  
Councilmember Debbie Fisher

**City Staff Present:**

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

**City Councilmember Absent:**

Councilmember Phil Lawrence

Mayor Olk called the training session to order at 6:00 pm.

**Ethics Training Session conducted by the City Attorney**

---

The City Attorney conducted ethics training with the City Council. No formal action was taken during the training session.

**Regular Meeting Agenda – Call to Order**

---

Mayor Olk called the regular meeting to order at 7:16 pm and moved to Agenda Items 3 and 4 on the Agenda, Citizen Input and Community Interest.

**Citizen Input**

---

**3. Citizen Input**

Marshall Anschutz, 98 Carriage Trail, a resident of Seis Lagos, requested the City of Lucas involve Seis Lagos in future discussions related to the development agreement between the Huffines Community and the City of Lucas near Seis Lagos.

## **Community Interest**

---

### **4. Community Interest.**

Mayor Olk discussed community interest items related to upcoming farmers markets, Public Lands Trail Cleanup event, Halloween Movie in the Park, video requirements for remote participation at board meetings, and the North Texas Food Drive.

Mayor Olk moved to Agenda Item 1.

## **Executive Session**

---

### **1. Executive Session: Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into Executive Session to deliberate the purchase, exchange, lease, or value of real property located within the City of Lucas.**

The City Council convened into Executive Session at 7:28 pm to deliberate the purchase, exchange, lease, or value of real property located within the City of Lucas.

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

The City Council reconvened from Executive Session at 7:57 pm and took the following action:

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Johnson to reject the offer from Andrew Pepper for the property located at ABS A0813 Ben Sparks Survey, Tract 74 being .95 acres, Collin CAD Geo No. R681300007401. The motion to reject the offer passed unanimously by a 6 to 0 vote.

## **Consent Agenda**

---

### **5. Consent Agenda:**

A. Approval of the minutes of the September 2, 2021, City Council meeting.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.



## Regular Agenda

---

6. **Consider adopting Ordinance 2021-09-00938 approving the zoning change of a vacant parcel of land from Agricultural (AO) to Residential 2-acres (R2), being 22.661 acres, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas located adjacent to 505 West Lucas Road.**

After some discussion related to activities occurring on site, cooperation of the property owner, and staff oversight of future development on the property, the following motion was made.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to adopt Ordinance 2021-09-00938 approving the zoning change of a vacant parcel of land from Agricultural (AO) to Residential 2-acres (R2), being 22.661 acres, situated in the James Lovelady Survey, Abstract No. 538, in the City of Lucas, Collin County, Texas located adjacent to 505 West Lucas Road. The motion passed unanimously by a 6 to 0 vote.

7. **Consider an application by Ron Lacock on behalf of Dwarf Willow, LLC for a Development Agreement for Lucas Country Corner located at 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8, to give cross access to a self-service gas station and convenience store located at 175 Southview Drive and for the consideration of rezoning as depicted in Exhibit C.**

Development Services Director Joe Hilbourn gave a presentation discussing the amendments made to the development agreement per City Council direction from the September 2, 2021, meeting. Mr. Hilbourn recommended adding the following amendments:

- Section 3.3 Masonry Walls – add the word “perpetually maintained”
- Section 3.6 Lighting – add the sentence “eliminate all glare at the property line.

The City Council would also like to see the following amendments made to the development agreement:

- Remove the triangular section on the northeast corner of the concept plan adjacent to East Lucas Road in Exhibits B, C and D.

Mayor Olk read the following emails received into the record.

- Ardith Sackett, 12 Carey Lane
- Tonya Egger, 8 Carey Lane
- Tina Con, 10 Carey Lane

The City Council also discussed reimbursing any collected impact fees to the property owner not to exceed \$80,000. Mayor Olk directed the City Attorney to draft a 380 Policy Agreement allowing for reimbursement of impact fees and bring back for consideration at the October 7, 2021, City Council meeting.

There was no formal action taken on this item.

**8. Adjournment.**

**MOTION:** A motion was made by Councilmember Johnson seconded by Councilmember Fisher to adjourn the meeting at 8:45 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

---

Mayor Jim Olk

---

City Secretary Stacy Henderson



# City of Lucas

## City Council Agenda Request

### October 7, 2021

Item No. 04

Requester: Public Works Director Scott Holden  
Chris Meszler, BCC Engineering

#### **Agenda Item Request**

---

Receive a presentation from Chris Meszler, BCC Engineering, on the status of the West Lucas Road Reconstruction Project from South Angel Parkway (F.M. 2551) to Country Club Road, and provide direction to the City Manager, if desired.

#### **Background Information**

---

The City of Lucas entered into an interlocal agreement with Collin County for the reconstruction of West Lucas Road in December 2020. The reconstruction includes the widening of existing roadway to four lane divided roadway with grassed median and open drainage / roadside ditch system. The proposed roadway pavement is designed for 30-year service life and will maintain a 50 MPH posted speed. BCC Engineering began work on the design of the project based on an agreement executed in late March of 2021. This item presents an update on their progress.

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

---

1. West Lucas Road Project Update – BCC Engineering

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

---

None

#### **Recommendation**

---

No recommendation. This project is currently funded and is proceeding as scheduled. This item is a status update.

#### **Motion**

---

No motion is required. City Council may wish to provide input on the progress of the project.

# West Lucas Road Project Update

October 7, 2021



## **Introduction**

BCC Engineering is contracted for the design for reconstruction of West Lucas Road, from S. Angel Parkway (F.M. 2551) to Country Club Road. The reconstruction includes the widening of existing roadway to four lane divided roadway with grassed median and open drainage / roadside ditch system. The proposed roadway pavement is designed for 30-year service life and will maintain a 50 MPH posted speed.

## **Milestones Achieved**

Below are milestones achieved to date.

1. Boundary and topography survey completed.
2. Cultural Resources Review completed. Clear of conflicts.
3. Threatened and Endangered Species Assessment complete. Clear of conflicts.
4. Tree survey and condition report complete.
5. Geotechnical investigation and pavement design completed.
6. Horizontal and vertical alignments completed.
7. Left turn lanes identified and designed.
8. Drainage Area Map created, and run-off calculations completed.
9. Roadside ditch system and sizing completed.
10. Muddy Creek culvert preliminary calculation and sizing completed.
11. Pavement Signing and Marking preliminary layout completed.
12. Construction sequence and phasing plan layout completed.
13. Initial contact to utility owner agencies within corridor completed.

Other subsidiary activities, with respect to Project Management, include:

- Prepare exhibits and present at Neighborhood meetings.
- Coordination meetings with TxDOT and Collin County.
- Muddy Creek wetland impacts identified; permit process and mitigation pending final design.

## **Milestone Details**

Additional details provided below for major design efforts.

### **6) Horizontal and Vertical Alignment**

The horizontal alignment of the proposed West Lucas Road follows, approximately, the center of existing roadway at most of the project length. Near the west end of the project, for approximately 1500 ft, the proposed alignment is slightly shifted to the south to accommodate drainage. The horizontal curves are designed in accordance with TxDOT & AASHTO design standards.

The proposed vertical profile of West Lucas Road is follows closely to the existing grade. The roadway is lowered in some areas to facilitate the placement of drainage ditches to receive runoff from neighboring properties. The vertical profile at Muddy Creek is designed to allow for 100-year storm event discharge to pass through the culvert

without overtopping the road. All the vertical curves are designed in accordance with TxDOT design standards to provide smooth riding conditions.

#### **8) Drainage Area Map and Hydrologic Calculations**

The drainage area map is prepared and delineated based on Collin County topographic information and our topographic survey. The drainage areas consist of 10 basins, individually analyzed. The hydrologic calculations were completed as per Collin County and NCTCOG guidelines. Outflows from adjacent subdivisions and ponds were verified with as-built plans.

#### **9) Roadside ditch system and sizing**

The drainage ditches are designed as per Collin County criteria. The ditch slopes are designed to be relatively gentle and properly convey runoff to outfalls. Due to large drainage areas on North side of West Lucas Road, the drainage ditch size requirements are significant. Drainage Easements will be required to avoid expensive, urban style, closed drainage systems. These easements are only needed where we have limited right of way. The drainage ditches will be mostly grass and will have riprap protection where needed.

#### **10) Muddy Creek culvert preliminary calculation and sizing**

The Muddy Creek culvert has been designed to pass the 100-year storm discharge without overtopping the road. The 100-year water surface elevation is based on Estimated Base Flood Elevations (estBFE) report from FEMA. The culvert has been designed to handle the 100-year event without affecting the estBFE.

#### **12) Construction sequence and phasing**

The preliminary layout for the reconstruction of West Lucas Road contains two major phases of work. One lane of traffic in each direction will be maintained throughout the construction duration. The first phase will construct the outside lanes and drainage improvements; the second phase will construct the inside lanes, median, and turn lanes. Minor subphases will include intersections, Muddy Creek culvert replacement, and work around the school.

### **Schedule**

The design is currently on schedule. Future milestones include:

- 60% Plans - Early October
- Finalize coordination with TxDOT for construction limits of the Angel Pkwy intersection
- Identify and prepare exhibits for proposed drainage easements
- Optimize drainage swales and driveway culverts
- Identify, mitigate, and coordinate utility conflicts and relocations
- 90% Plans – December
- Final Plans – February
- Project advertised to bid – March



# City of Lucas

## City Council Agenda Request

### October 7, 2021

Requester: City Council

#### **Agenda Item Request**

---

Consider approving Resolution R 2021-10-00520 establishing a comprehensive Economic Development Policy and Program for economic development activities for the City of Lucas as authorized by Section 380.001 of the Texas Local Government Code.

#### **Background Information**

---

Chapter 380 of the Texas Local Government Code has set forth provisions designated to promote local economic development and stimulate business and commercial activity, with an emphasis on retention, expansion and attraction of retail, restaurant, office, and other commercial development. Upon adoption of a 380 Policy, the City may elect, on a case-by-case basis, to give consideration to providing economic benefits and other incentives pursuant to Chapter 380 of the Texas Local Government Code.

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

---

1. Resolution R 2021-10-00520 - Chapter 380 Economic Development Policy

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

I make a motion to approve/deny Resolution R 2021-10-00520 establishing a comprehensive Economic Development Policy and Program for economic development activities for the City of Lucas as authorized by Section 380.001 of the Texas Local Government Code.



**RESOLUTION R 2021-10-00520  
[ESTABLISHING COMPREHENSIVE ECONOMIC DEVELOPMENT POLICY]**

**A RESOLUTION OF THE CITY COUNCIL OF LUCAS, TEXAS, ESTABLISHING A COMPREHENSIVE ECONOMIC DEVELOPMENT POLICY AND PROGRAM FOR ECONOMIC DEVELOPMENT ACTIVITIES FOR THE CITY AS AUTHORIZED SECTION 380.001, TEXAS LOCAL GOVERNMENT CODE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lucas seeks to adopt a comprehensive set of policies and procedures to enhance its economic development efforts pursuant to Chapter 380, Texas Local Government Code; and

**WHEREAS**, the City is committed to promoting high quality development within the City boundaries; and

**WHEREAS**, the City is committed to improving the quality of life of its citizens and community as generally described in the City Comprehensive Plan, as it may be amended from time to time; and

**WHEREAS**, the City desires to develop economic development programs and incentives designed to encourage high quality business and commercial interests to locate, remain and expand in the City; and

**WHEREAS**, the City seeks to enhance its economic development efforts to attract and retain high quality development and jobs by establishing these Chapter 380 Economic Development Program Policies and Procedures; and

**WHEREAS**, any agreement between the City and an applicant pursuant to these policies and procedures shall insure that the public interest is protected and that a public benefit is received in exchange for any public funds, assets or services invested by the City to stimulate economic development in the City.

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

## **SECTION 1. Purpose and General Information**

(1) These policies and procedures are established in an effort to develop and expand the local economy by promoting and encouraging development and redevelopment projects that enhance the City's economic base, economic diversity, and expand job opportunities. The goal and public purpose of a program established pursuant to these policies and procedures is to promote state or local economic development and to stimulate commercial activity in the municipality.

(a) In furtherance of these objectives, the City will, on a case-by-case basis, give consideration upon request to providing economic incentives to applicants in accordance with these policies and procedures, as authorized by Chapter 380 of the Texas Local Government Code, as may be amended from time to time. These policies and procedures are not intended to obligate the City to provide economic incentives to any applicant. The decision whether to approve or deny economic incentives for any applicant shall be at the discretion of the City Council; no program or agreement is effective unless and until it is approved by the City Council.

(b) Nothing in these policies and procedures, the application process, or the negotiation process creates any property, contract, or other legal right in any person to have the City Council consider or grant incentives. Nothing in these policies and procedures, the application process or the negotiation process creates any vested right in any person.

(c) A failure on the part of the City to strictly comply with these policies and procedures shall not be the basis for invalidating a program or agreement approved by the City Council. These policies and procedures are intended as guidelines for negotiation purposes.

(d) Chapter 380 of the Texas Local Government Code does not define the term "program." The City defines the term "program" to include any project that receives incentives, singularly or in some combination, pursuant to Chapter 380 of the Texas Local Government Code, as embodied in an agreement between the City and applicant. The term "program" includes these policies and procedures.

### **A. Minimum Program Requirements**

To be considered for incentives as a Chapter 380 Economic Development Program under these policies and procedures, a project must meet the following minimum requirements:

- (1) Either the project:
  - (a) will result in an increased taxable value for the City in real property taxes and/or increased sales and use tax (excluding inventory and supplies);
  - (b) is determined by the City Council to bring benefit to the City in that it will make a unique contribution to the development efforts in the City, due to its magnitude, significance to the community or aesthetic quality; or
  - (c) will result in increased jobs in the City.



(2) Incentives established under a program will be provided only to the extent that the public benefit or amount of revenue realized by the City and attributable to a program is commensurate with the value of any incentives granted in the agreement.

## **B. Additional Considerations**

Additional factors to be considered by the City Council in determining whether to approve an agreement for incentives for a Chapter 380 Economic Development Program may include:

- (1) the amount of sales and use tax generated;
- (2) the number and types of jobs to be created or retained;
- (3) enhancement of public roads and/or other public infrastructure desired by the City;
- (4) substantial compliance with current Resolutions when otherwise possibly exempt;
- (5) voluntary agreement to annex the project or substantial portions thereof;
- (6) applicant waives any rights it may have to develop under prior development agreement or grandfathered Resolutions;
- (7) the financial capacity of the applicant to undertake and complete the proposed program;
- (8) other incentive programs for which the applicant has applied, qualified for or received;
- (9) the market conditions and growth potential for the business activity; and
- (10) any other factors the City Council finds helpful and relevant to accomplishing the City's economic development objectives as stated herein or as stated in other City resolutions, policies, rules, regulations, or Resolutions.

## **C. Request for Incentive Process**

(1) A written request for the consideration of an incentive by the City shall be submitted to the City Manager. An applicant may be required to provide additional information at the request of the City Manager to show compliance with minimum program requirements. If the City Manager determines the application meets the minimum program requirements, the incentive request shall be presented to the City Council.

(2) Any incentive agreement negotiated by the City Manager shall not be effective unless it is approved by the City Council.

## **D. Agreement Terms and Conditions**

An agreement established for a program may include any or all of the following:

- (1) a list of the kind of improvements or development that the program will include and a related timetable;
- (2) conditions to assure the program meets or exceeds the City's requirements pertaining to property values and revenues, which in no event shall be less than the minimum program requirements established herein;
- (3) a complete description of the location of the proposed program;
- (4) a description of the kind and amount of property values, sales and use taxes, revenues, incomes, or other public benefits the program will provide and a related timetable;
- (5) a provision establishing the term or duration of the agreement;
- (6) a provision identifying the method for calculating and the source of funding for any incentives provided by the City in the agreement, as well as the legal authorization for the expenditure or action;
- (7) a provision establishing a method for measuring whether the applicant and any related parties have met their obligations under the agreement;
- (8) a provision providing for access to and inspection of applicant's property, business or financial records by City employees or agents in order to determine compliance with the agreement;
- (9) a provision for cancellation of the agreement and/or nonpayment of incentives if the program is determined to be in noncompliance with the agreement;
- (10) a provision for early payment of the agreement once complete compliance has been established;
- (11) a provision for recapturing City incentives including, but not limited to, grants, rebates, and loans, if the applicant does not comply with the terms of the agreement;
- (12) a provision that applicant will comply with all Resolutions in effect at the time of the agreement, unless otherwise provided in the agreement, as allowed by law and/or City Resolution;
- (13) a provision that the program will substantially adhere to the goals and objectives of the City's Comprehensive Plan;
- (14) any other provision the City Council deems appropriate; and
- (15) annexation, if the program is outside the corporate limits of the City.

**E. Miscellaneous Requirements**

- (1) Before any incentive, in the form of a grant or loan, is provided to an applicant, the City Council shall provide for the same in the original City budget or pursue a budget amendment. Such budget action does not have to occur prior to executing an agreement but must occur before an incentive is actually provided to an applicant.
- (2) Before any incentive is offered at a reduced or no-cost basis, the City shall review any bond documents, debt instruments, grant agreements or similar instruments that may have been executed with regard to those incentives to analyze whether such incentive is permitted.
- (3) Incentives, in the form of a grant or loan, may be withheld until the first anniversary of the date of the opening of the business or development or in lieu thereof, a bond may be required to guarantee completion of any public improvements.
- (4) The City may require the applicant to provide copies of financial records upon which any incentive is based and/or allow the City to audit such financial records.

**SECTION 2.** That all provisions of the resolutions of the City of Lucas, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 3.** That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Resolution or previous resolutions, 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 Resolutions of the City, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lucas, Texas, on the 7<sup>th</sup> day of October, 2021.

**ATTEST:**

**APPROVED:**

---

Stacy Henderson, City Secretary  
(09-29-2021:TM 125066)

---

Jim Olk, Mayor



# City of Lucas City Council Agenda Request October 7, 2021

Requester: Development Services Director Joe Hilbourn

## **Agenda Item Request**

---

Consider an Economic Development Agreement between the City of Lucas and Dwarf Willow for 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8.

## **Background Information**

---

This project is located at 215 Southview Drive within the City of Lucas and is currently zoned Residential 2-Acres (R-2). The Development Agreement would grant cross access to a self-service gas station and convenience store located at 175 Southview Drive. For the proposed cross access, the City will consider zoning the property in accordance with the approved Comprehensive Plan and allow for a living screen in lieu of a masonry brick wall that is required between residential and commercial districts.

This item went before City Council on September 16, 2021. The following items were requested in addition to previous items:

- add “perpetually maintained” to Section 3.3
- add “eliminate all glare at the property line” to Section 3.6
- remove the two-story designation from the triangular section on the northeast corner of the concept plan adjacent to East Lucas Road in Exhibits B, C and D.
- draft a 380 Agreement allowing for reimbursement of impact fees

## **Attachments/Supporting Documentation**

---

1. Proposed Economic Development Agreement

## **Budget/Financial Impact**

---

If the City Council approves the 380 Policy, this would allow for crediting impact fees up to the \$80,000 proposed as part of the Development Agreement.

## **Recommendation**

---

NA

## **Motion**

---

I make a motion to approve/deny the Economic Development Agreement between the City of Lucas and Dwarf Willow for 215 Southview Drive, being 10.262 acres in the James Anderson Survey, Abs A0017, Sheet 1, Tract 8.

STATE OF TEXAS           §  
                                          §  
COUNTY OF COLLIN       §

**ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement (the "Agreement") is entered into this 7 day of October 2021, by and between the City of Lucas, Texas ("City"), whose place of business for purposes of this Agreement is 665 Country Club Road, Lucas, Texas 75002, and Dwarf Willow LLC, a Texas Limited Liability Company, whose place of business for purposes of this Agreement is 906 Santiago Trail, Wylie, Texas (the "Dwarf Willow" or "Owner"). City and Owner are sometimes referred to herein together as the "Parties" and individually as a "Party".

**RECITALS:**

**WHEREAS**, Dwarf Willow is the owner of the real property commonly known as Lucas Country Corner which is more particularly depicted and described in the attached Exhibit "A" (the "Property"); and

**WHEREAS**, the Texas Department of Transportation ("TxDOT") will reconstruct the intersection of Southview Drive and East Lucas Road, which will hinder left turn traffic into 175 Southview Drive; and

**WHEREAS**, the City Council finds that the fire lane/cross access roads shown on the attached Exhibit "B" (On-Site Improvements") will allow safe and effective access for the flow of traffic from Southview Drive and East Lucas Road to 175 Southview Drive; and

**WHEREAS**, City has adopted programs for promoting economic development, including a Chapter 380 Economic Development Program; and

**WHEREAS**, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380, to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

**WHEREAS**, City has determined that making economic development grants to Company in accordance with this Agreement will further the objectives of City, will benefit City and City's inhabitants, and will promote local economic development and stimulate business and commercial activity in City; and

**WHEREAS**, Owner intends to develop the Property and the City agrees to participate in the costs off the On-Site Improvements; and

**WHEREAS**, Chapter 252 of the Texas Local Government Code provides for competitive bidding procedures and Section 252.022 therein provides general exemptions to such competitive bidding requirements for City purchases. Once such exemption provides that competitive bidding requirements do not apply to an expenditure for payment under a contract by which a developer

participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 of the Local Government Code; and

**WHEREAS**, Subchapter C, Chapter 212 of the Local Government Code provides that the City may make a contract with a developer of a land in the City to construct public improvements without complying with Chapter 252 competitive bidding procedures if the project cost limits participation by the City in an amount not to exceed thirty percent (30%) of the total contract price; and

**WHEREAS**, the City Council has determined that it is in the best interest of the public to provide access to the abutting property.

**THEREFORE**, and in consideration of ten dollars (\$10.00), the mutual covenants and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### **Article I Term**

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and shall terminate on the date that is the earlier date of (1) the expiration of fifteen (15) years after City acceptance of the On-Site Improvements; or (2) the date the Owner has fully satisfied all of the terms and conditions herein; or (3) June 18, 2035 ("Expiration Date"); or (4) unless sooner terminated herein.

1.2 This Agreement is contingent upon the Property being zoned as Commercial Business District ("CB") by the City. In the event the Property is not approved for Commercial Business District, this Agreement shall be terminated with no further responsibilities of the Parties.

### **Article II Definitions**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

"Approved Construction Plans" means the plans and specifications for the On-Site Improvements approved by the City Manager, or designee. The Approved Plans shall be in reasonable conformance with the preliminary plans submitted by the Owner and attached as Exhibits "B" and "D", and the approval shall not be unreasonably withheld.

"City Manager" means the City Manager of the City of Lucas, or designee.

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

"Event of Bankruptcy or Insolvency" shall mean insolvency, appointment of receiver for any part of Owner's property and such appointment is not terminated within ninety (90) days after such

appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner and such proceeding is not dismissed within ninety (90) days after filing thereof.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of Owner, as applicable, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of Owner), fires, explosions or floods, strikes, slowdowns or work stoppages, shortage of materials and labor, or delays by the City.

"Impact fees" shall mean all fees assessed by the City of Lucas, Texas, pursuant to Chapter 395 of the TEXAS LOCAL GOVERNMENT CODE and/or Chapter 402 of the TEXAS LOCAL GOVERNMENT CODE which shall include storm water drainage fees, water, parks and roadway.

"On-Site Improvements" shall mean construct the fire lanes as defined under the City of Lucas Fire Apparatus Access Roads Sections 503.1 to 503.6, from 175 Southview Drive to the proposed northern entrance on East Lucas Road and the proposed western entrance on Southview Drive of the Lucas Country Corner, including the approach sections as depicted in Exhibit "B".

### **Article III On-Site Improvements**

3.1 Access Agreement. Owner agrees to provide an Access Easement for 175 Southview Drive for cross access traffic from East Lucas Road and from Southview Drive Road until a final plat is filed and approved.

3.2 Construction and Cost Participation of On-Site Improvements. The City agrees to participate in the costs of the On-Site Improvements through the reimbursement of Impact Fees collected for the Property.

- (a) City's Cost. If Owner develops the Property before the City has completed installation of the On-Site Improvements, the City will reimburse the Owner for the actual cost of the construction of the On-Site Improvements. However, in no event shall the reimbursement exceed the cost of Impact Fees collected for the Property. The Owner agrees to competitively bid the installation of the On-Site Improvements to at least three (3) contractors.
- (b) Invoices. Owner shall submit invoices to the City in an amount not to exceed Eighty Thousand Dollars (\$80,000.00). The City shall reimburse Owner as for the actual costs of the construction of the On-Site Improvements as provided in this Article. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.
- (c) Owner agrees to design and install the On-Site Improvements in accordance with the applicable standards, ordinances and regulations adopted by the City ("City

Standards”). The roads labeled as Approach and Cross Access Easement in Exhibit “B” (On Site Improvements) will be built to Lucas Fire Lane specifications as per Section 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

- (d) Owner shall submit Approved Construction Plans for the design and construction of the On-Site Improvements to the City for review and approval by the City Administrator. The Approved Construction Plans shall include the estimated cost of design and installation of the On-Site Improvements. The On-Site Improvements shall be constructed in accordance with the Approved Construction Plans.
- (e) If Owner does not develop the Property any time prior to or after the completion of the TxDOT intersection, the City has the right, at its sole cost, to construct the On-Site Improvements in compliance with Exhibit “B” or the most current Construction Plans for Lucas Country Corner which have been approved by the City.

3.3 Masonry Walls. The City agrees to allow existing fences and living screens in lieu of masonry walls in the locations described below and depicted in Exhibit “D” (Masonry Wall). Owner commits that the living screens will be perpetually maintained.

Hamlin Tract – Lot 1, Block A, Cook County Country Place Edition, Vol. E Pg 27 MRCCT. Border adjoining Lucas Country Corner shall be 6’ Masonry wall per Lucas City Code Section 3.8.045.

Dwarf Willow Residential Tract – Southern Portion as of ABS A0017 James Anderson Survey, Sheet 1, Tract 8 as depicted on Exhibit “D”. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements. Living screens to be added (except in ‘creek’) as depicted in Exhibit “D” (Masonry Wall).

Bierschwale Tract – Lot 2, Block A, Cook County Country Place Edition, Vol. E Pg 27 MRCCT. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements.

Embry Tract – Called 2.985 Acres, John Joseph Lanzillow, Jr., Bessie J Lanzillo & Regina Embry, Clerk’s File Number 20090327000355630, DRCCT. Current fencing and living screen shall be utilized in lieu of fencing and screening requirements.

3.4 Restricted Businesses. Owner agrees that no business that is restricted under Section 14.03.352 of the City of Lucas Ordinances shall be allowed including bars and night clubs, sexually oriented businesses, and vape shops, or any business listed in the attached Exhibit “E”. No sexually oriented adult massage parlors. Massage therapy allowed if licensed by the state.



3.5 Pond. The Owner agrees to keep and maintain a minimum of 24,000 square feet at pool level of the pond depicted in Exhibit “B”.

3.6 Lighting. Owner agrees to use directional LED lighting as required under the Commercial Business District’s requirements to mitigate neighborhood light. Lucas City Ordinance Chapter 14, Article 14.04, Division 7 – Lighting. There will be no glare at the property line as provided in the City’s Code of Ordinances.

3.7 Lucas Country Corner Design Standards and Materials List. Owner and City agree to the following design standards in an attempt to recreate period correct buildings (1870 to 1920) for the property. Lucas Country Corner may contain two types of building designs, “Period Buildings” defined as those intended to represent period or historical buildings or use period or historical elements; and “Traditional Buildings” defined as traditional masonry commercial buildings. All buildings on site shall share similar design characteristics and should use complementary building materials and colors to adjacent buildings within the development. Lucas Country Corner Design Standards:

Exterior Finish Materials:

Period Buildings shall be allowed to be built with building materials that are representative of those buildings. These materials may be reclaimed or new and may be brick, stone, plaster, concrete, stucco, wood, metal, modern materials that represent period finishes, or other materials intended to represent these period buildings.

Traditional Buildings shall be finished with at least 50% masonry. Acceptable masonry finishes are brick, natural stone, stucco, and limestone. The area of exterior finish shall be calculated exclusive of doors and windows. The balance of the exterior finish materials shall be masonry, wood or cementitious siding (no vinyl siding), metal, and/or window/door glazing as per Exhibit “F” (Pattern Book).

Colors:

90% of all colors will be natural material colors or earth tones. Exceptions would be artistic Murals, awnings, doors, trim, and signs.

Roof Treatment:

Long uninterrupted roof lines that are seen from public right-of-way or oriented to residential properties shall be broken into smaller segments using appropriately scaled gables, dormers, change in height of parapet wall, change in roof form, typically these would correspond to offsets in the building façade.

Parapet roof lines shall have well defined cornice treatment or another similar architectural element to visually cap the building.

Period Buildings can vary from these requirements if the variation is in line with the intent of the period building.

Building Massing:

At a minimum, elevations that are 70 feet or longer in horizontal length shall be interrupted by an offset of at least 18” in depth. This offset could be on the same floor level or on a floor level above or below. Period Buildings can vary from these requirements if the variation is in line with the intent of the period building.

3.8 Maximum Square footage. Owner agrees to build no two-story building larger than 16,000 square feet and no one story building larger than 12,000 square feet. The maximum square footage of the development will be 56,000 square feet. Two story buildings will be limited to the shaded zone depicted in Exhibit “G” Two Story Zone.

3.9 Hours of Operation. Owner agrees that the hours of business will be limited to run from 6:00 a.m. to 10:00 p.m. unless approval is provided by the City of Lucas via SUP.

3.10 Commitment to residential areas. Owner agrees that that the 2-acre residential lot on Carey Lane and the 2 acres around the pond will always remain residential.

**Article IV  
Notice**

Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by hand delivery or by certified or registered mail and shall be deemed to have been given and received two (2) business days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other of which such notice shall be given.

If to City

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

With Copy to

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

If to Owner:

Ron Lacock  
Dwarf Willow LLC  
906 Santiago Trail  
Wylie, Texas 75098

## **Article V Termination**

- 5.1 This Agreement shall terminate upon any one of the following:
- (a) the written agreement of the Parties;
  - (b) the Expiration Date;
  - (c) the election by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to the breaching party;
  - (d) the election by the City, if Owner suffers an Event of Bankruptcy or Insolvency;
  - (e) the election by the City, if any Impositions owed to the City or the State of Texas by Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such Impositions); or
  - (f) the election by the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

## **Article VI Miscellaneous**

6.1 Assignment of Agreement. This Agreement must be assigned by Owner to any future owner(s) of this property. This Agreement may not be assigned, in whole or in part, by City.

6.2 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

6.3 Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.4 Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

6.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement.

6.6 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

6.7 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

6.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with its legal counsel.

6.9 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

6.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

6.11 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, or to cause City to be deemed to be a constituent partner of the Owner.

6.12 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

*(signature page to follow)*

**EXECUTED** this 7 day of October, 2021

**City of Lucas, Texas**

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

**Approved as to form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(09-24-2021:TM 124982)

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

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Jim Olk, Mayor of the City of Lucas, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

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

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Dwarf Willow LLC  
a Texas Limited Liability Company**

By: \_\_\_\_\_  
Darren Printz, Manager, Dwarf Willow LLC

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

Before me, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Darren Printz, Manager of Dwarf Willow LLC, a Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

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

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

**EXHIBITS A THRU G**

# Exhibit A Property Layout

CALLED 0.54 ACRE  
 ABBAS ESFANDIARI &  
 MOHAMMAD H.  
 DEZFOOLIAN  
 VOL. 5259, PG. 2576  
 DRCCT

DELTA =  $06^{\circ}55'21''$   
 RAD = 417.47'  
 ARC = 50.44'  
 CHD =  $584^{\circ}58'04''$ E  
 50.41'

DELTA =  $12^{\circ}54'05''$   
 RAD = 1557.00'  
 ARC = 350.59'  
 CHD =  $579^{\circ}59'51''$ E  
 349.85'

DELTA =  $04^{\circ}59'28''$   
 RAD = 1,574.70'  
 ARC = 137.17'  
 CHD =  $588^{\circ}56'38''$ E  
 137.13'

EAST LUCAS ROAD  
 (VARIABLE RIGHT OF WAY)

F.M. HIGHWAY 137B  
 (VARIABLE RIGHT OF WAY)

DWARF WILLOW, LLC  
 (REMAINDER OF A CALLED  
 10.262 ACRE TRACT)  
 CC# 20190723000865510, CCLR

POND

CALLED 2.905  
 ACRES  
 JOHN JOSEPH  
 LANZILLO, JR.  
 BESSIE J.  
 LANZILLO &  
 REGINA EMBRY  
 CLERK'S FILE  
 NUMBER  
 20090327000355630  
 DRCCT

LOT 1, BLOCK A  
 COOK COUNTY COUNTRY  
 PLACE ADDITION  
 VOL. E, PG 27  
 MRCCT

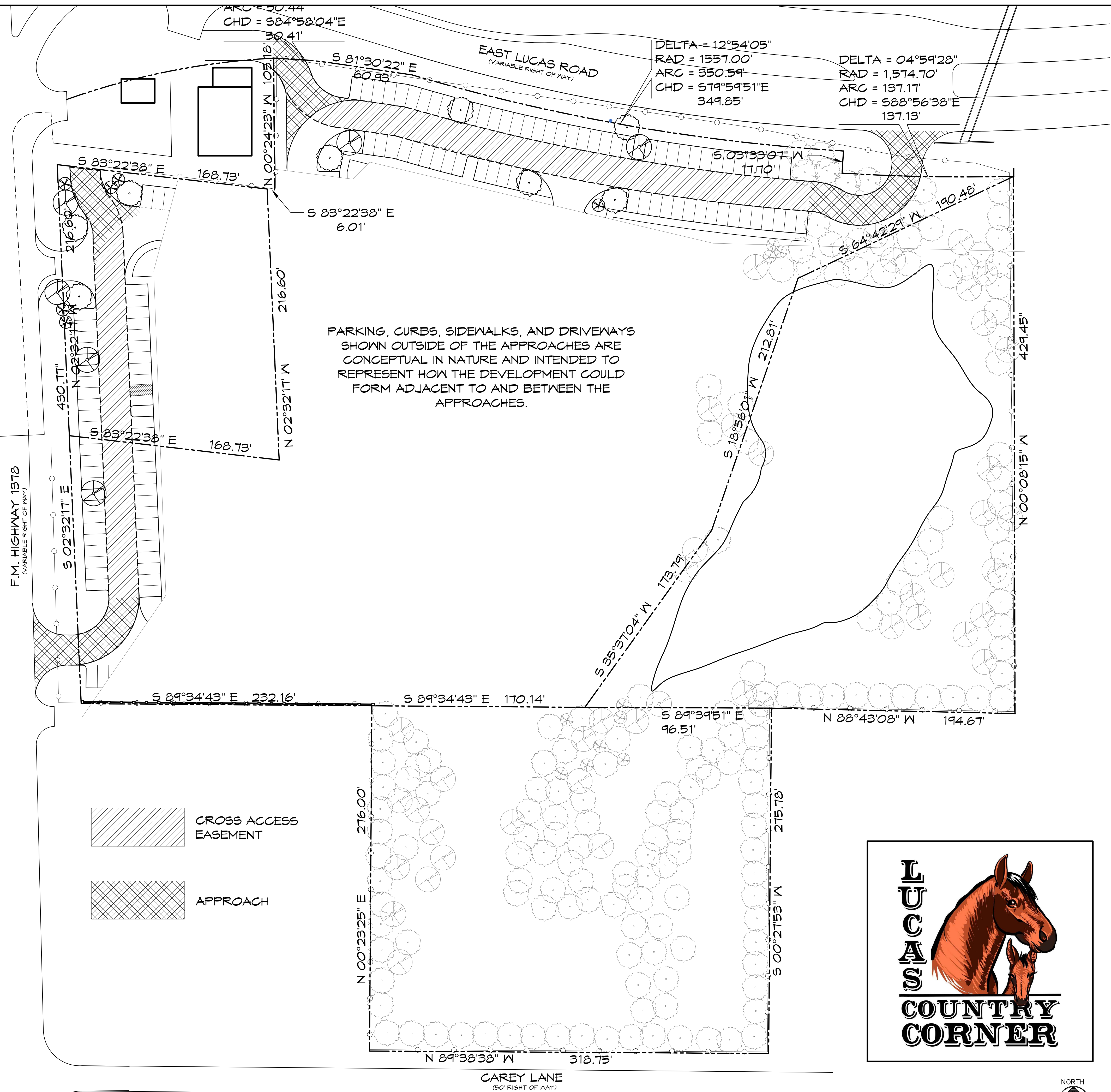
LOT 2, BLOCK A  
 COOK COUNTY COUNTRY  
 PLACE ADDITION  
 VOL. E, PG 27  
 MRCCT



CAREY LANE  
 (50' RIGHT OF WAY)



# Exhibit B Approaches and Cross Access



01 - EXHIBIT 'B' - APPROACHES AND CROSS ACCESS  
SCALE: 1" = 40'-0"

"ISSUED FOR PRELIMINARY REVIEW, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION," SEPTEMBER 2ND, 2021.

901 N. McDonald St.  
Suite 203  
McKinney, Texas 75069  
972.529.9790



A NEW PROJECT FOR DWARF WILLOW, LLC  
LUCAS COUNTRY CORNER  
215 SOUTHWEST DRIVE, LUCAS, TEXAS 75002

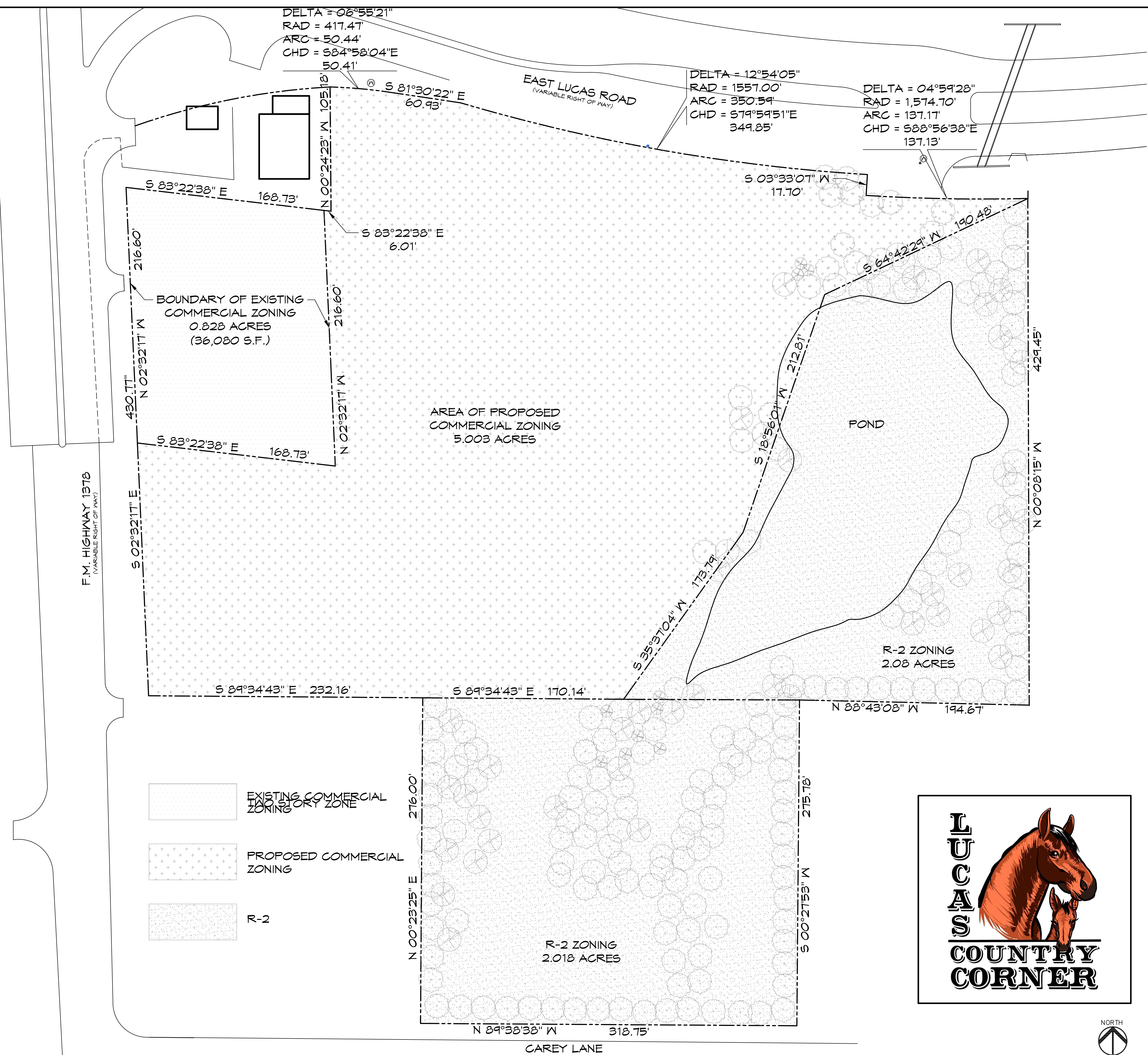
Job No: 20024

Date: 2021.09.02  
Revision:

Sheet Title: EXHIBIT 'B' APPROACH + CR. ACCESS  
Drawn By: CC  
Sheet Number:

A1.2

# Exhibit C Zoning Depiction



01 - EXHIBIT 'C' - ZONING DEPICTION  
 SCALE: 1" = 40'-0"



901 N. McDonald St.  
 Suite 203  
 McKinney, Texas 75069  
 972.529.9790



A NEW PROJECT FOR DWARF WILLOW, LLC  
**LUCAS COUNTRY CORNER**  
 215 SOUTHVIEW DRIVE, LUCAS, TEXAS 75002

"ISSUED FOR PRELIMINARY REVIEW, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION," SEPTEMBER 2ND, 2021.

Job No: 20024

Date: 2021.09.02  
 Revision:

Sheet Title:  
**EXHIBIT 'C'**  
**ZONING**  
**DEPICTION**  
 Drawn By: CC  
 Sheet Number:

**A13**

# Exhibit D Masonry Wall

CALLED 0.54 ACRE  
ABBAS ESFANDIARI &  
MOHAMMAD H.  
DEZFOOLIAN  
VOL. 5259, PG. 2576  
DRCCT

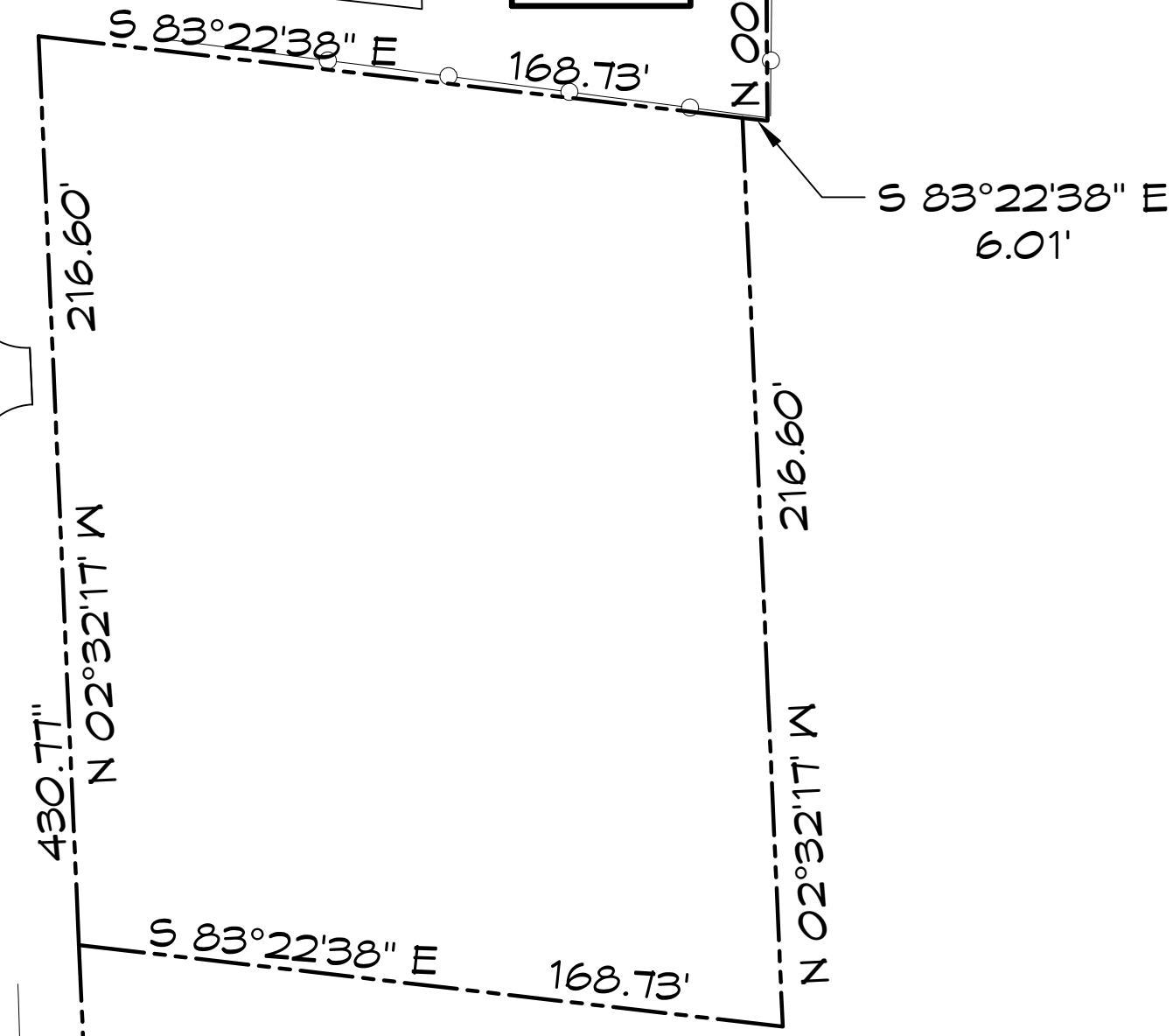
DELTA = 08°59'21"  
RAD = 417.47'  
ARC = 50.44'  
CHD = S84°58'04"E  
50.41'

DELTA = 12°54'05"  
RAD = 1551.00'  
ARC = 350.59'  
CHD = S79°59'51"E  
349.85'

DELTA = 04°59'28"  
RAD = 1,574.70'  
ARC = 137.17'  
CHD = S88°56'38"E  
137.13'

F.M. HIGHWAY 137B  
(VARIABLE RIGHT OF WAY)

EAST LUCAS ROAD  
(VARIABLE RIGHT OF WAY)



DWARF WILLOW, LLC  
(REMAINDER OF A CALLED  
10.262 ACRE TRACT)  
CC# 20190723000865510, CCLR

THE POND SITE IS BEING MAINTAINED AS  
RESIDENTIAL ZONING FOLLOWING THE METES  
AND BOUNDS SHOWN.  
NO MASONRY WALL OR LIVING SCREEN  
REQUIREMENT SHALL BE PLACED AT THE  
BOUNDARY LINES WHICH SEPARATE THE  
COMMERCIAL ZONING FROM THIS RESIDENTIAL  
ZONING.

CALLLED 2.985  
ACRES  
JOHN JOSEPH  
LANZILLO, JR.  
BESSIE J.  
LANZILLO &  
REGINA EMBRY  
CLERK'S FILE  
NUMBER  
20090327000355630  
DRCCT

KEEP EXISTING VEGETATION  
SCREENING IN LIEU OF 6' TALL  
MASONRY WALL

ADD VEGETATION  
THIS AREA

NEW 6' TALL MASONRY WALL  
ALONG THIS BOUNDARY LINE ONLY

KEEP EXISTING VEGETATION  
SCREENING IN LIEU OF 6' TALL  
MASONRY WALL (TYPICAL ALL  
SIDES EXCEPT WHERE MASONRY  
WALL IS SHOWN)

LOT 1, BLOCK A  
COOK COUNTY COUNTRY  
PLACE ADDITION  
VOL. E, PG 27  
MRCCT

EXISTING VEGETATION

LOT 2, BLOCK A  
COOK COUNTY COUNTRY  
PLACE ADDITION  
VOL. E, PG 27  
MRCCT



**EXHIBIT "E"**  
**Prohibited Businesses**

**Business Not Allowed:**

- I. Sexually oriented businesses. - Article 4.02
  - 1. Adult Arcade
  - 2. Adult Bookstore or Video Store
  - 3. Adult Theater
  - 4. Adult cabaret
  - 5. Adult Motel
  - 6. Escort Agencies
  - 7. Nude model studio
  - 8. Condom Shops
  - 9. Adult Massage Parlors
- II. Vape Shops
- III. Bars/Night Clubs
- IV. Liquor Stores

**Non-Inclusive list of Business Encouraged:**

<b>Insurance</b>	<b>Nail Salon</b>
<b>Coffee Shop</b>	<b>Prepared Food Store</b>
<b>Restaurant</b>	<b>Specialty Food Stores</b>
<b>Organic Food Stores</b>	<b>Donut Shop</b>
<b>Dry Cleaning</b>	<b>Financial Store</b>
<b>Computer/Phone Store</b>	<b>Pharmacy</b>
<b>Music Store</b>	<b>Barber Hair/Salon</b>
<b>Medical / Dental Office</b>	<b>Bicycle Shop</b>
<b>Camera Studio</b>	<b>Yoga Studio</b>
<b>Professional Business Offices</b>	<b>Bakery</b>
<b>Child Care</b>	<b>Vet Office</b>
<b>Tack and Saddle Shop</b>	<b>Quilt/Fabric Shop</b>
<b>Bank</b>	<b>Art / Hobby Store</b>
<b>Music Store</b>	<b>Antique Stores</b>
<b>Book Store</b>	<b>Game/Magic Stores</b>

# Exhibit F Conceptual Elevation Patterns

901 N. McDonald St.  
Suite 203  
McKinney, Texas 75069  
972.529.9790



A NEW PROJECT FOR DWARF WILLOW, LLC  
**LUCAS COUNTRY CORNER**  
215 SOUTHVIEW DRIVE, LUCAS, TEXAS 75002

Job No: 20024

Date: 2021.09.02  
Revision:

Sheet Title:  
CONCEPTUAL  
ELEV. PATTERNS

Drawn By: SGP

Sheet Number:

**A3.0**

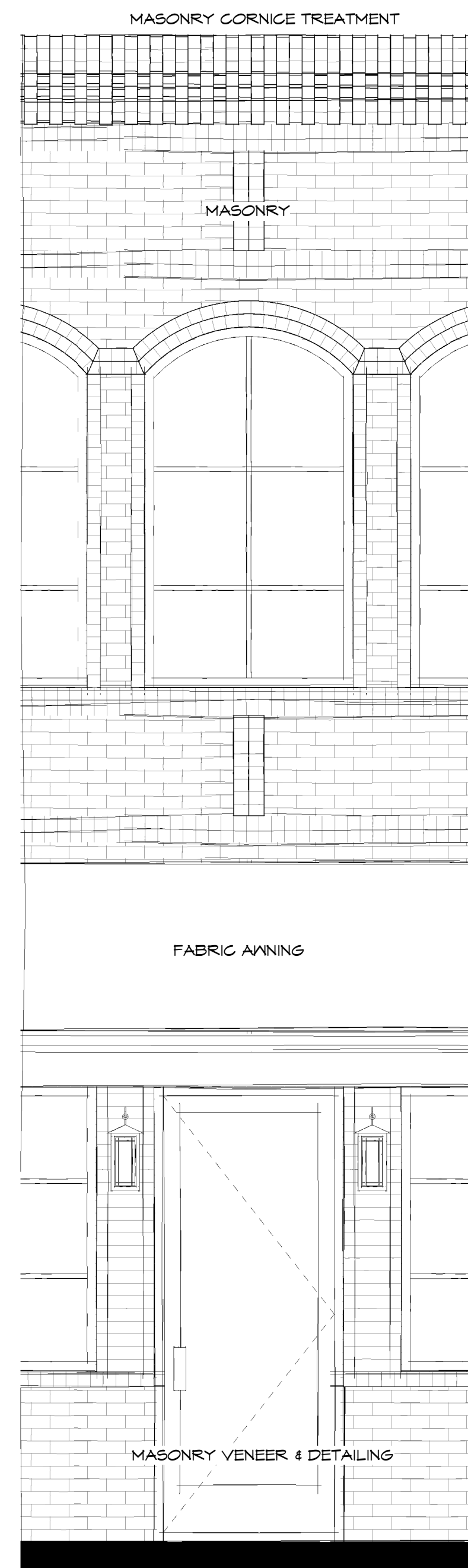
"ISSUED FOR PRELIMINARY REVIEW, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION" SEPTEMBER 2, 2021.



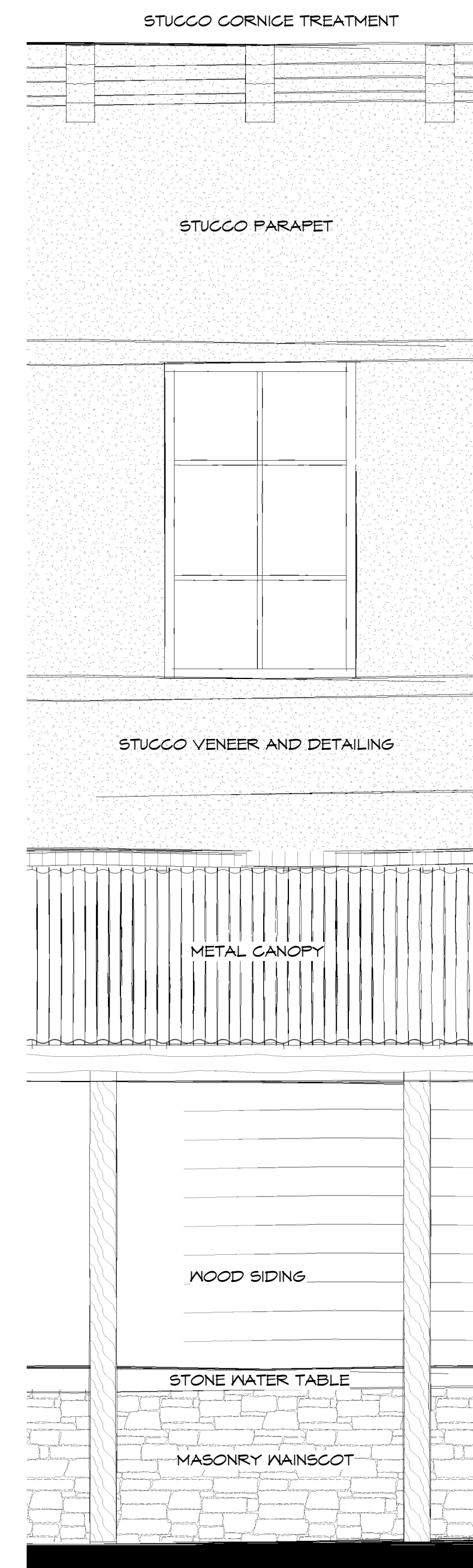
**8 - SIDE/REAR ELEV.**  
1/2" = 1'-0"



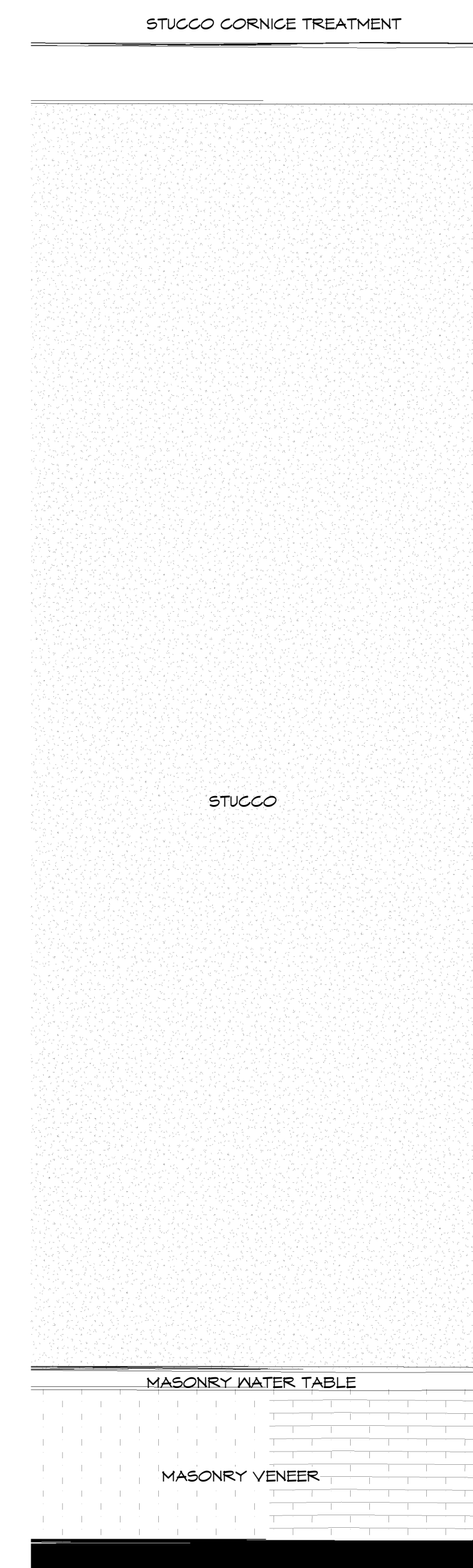
**7 - FRONT ELEVATION**  
1/2" = 1'-0"



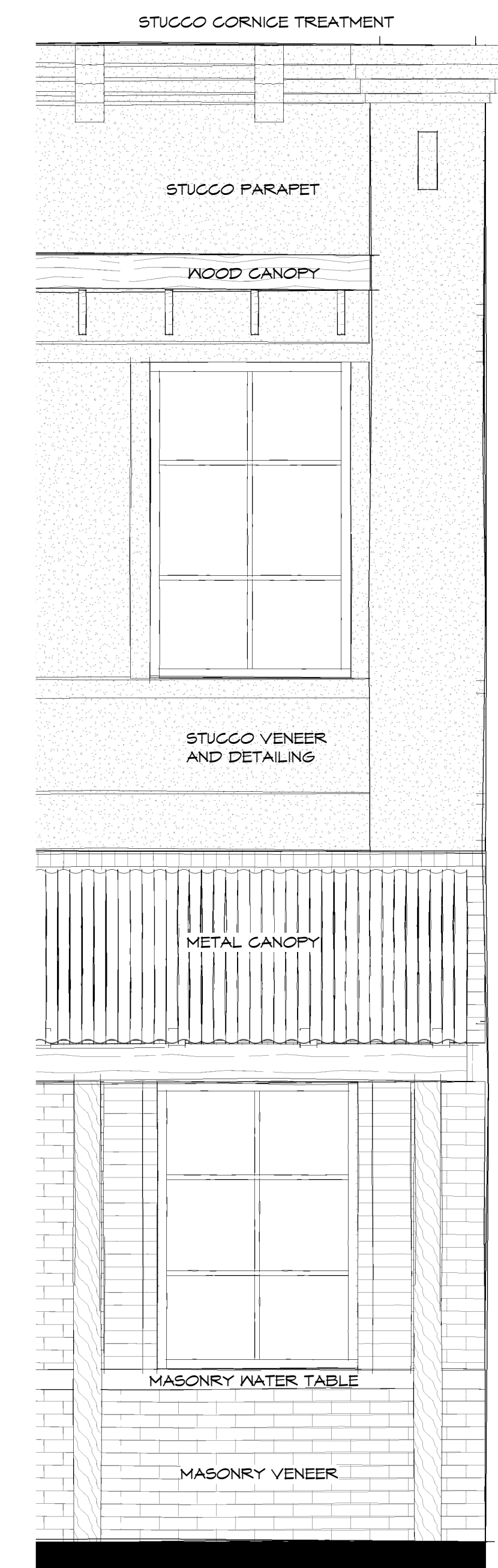
**4 - FRONT ELEVATION**  
1/2" = 1'-0"



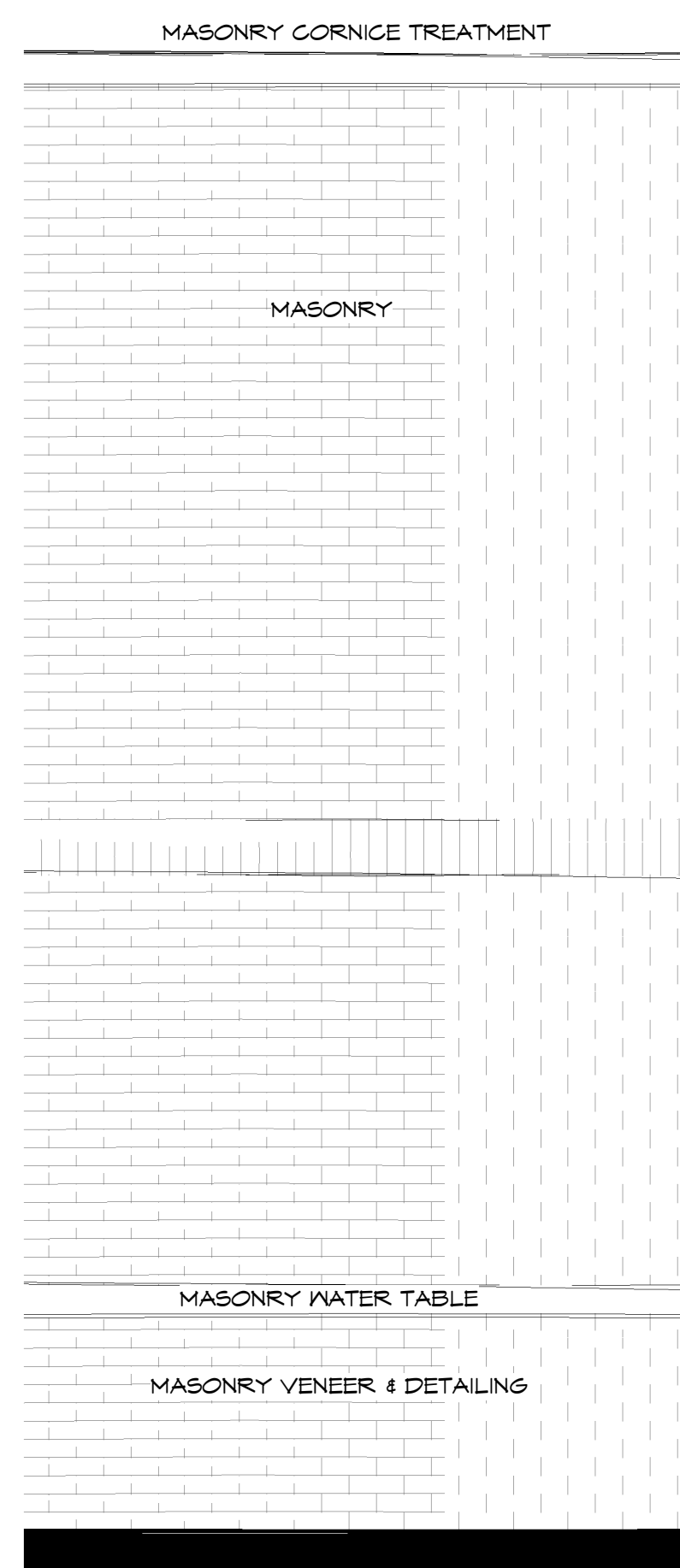
**3 - FRONT ELEVATION**  
1/2" = 1'-0"



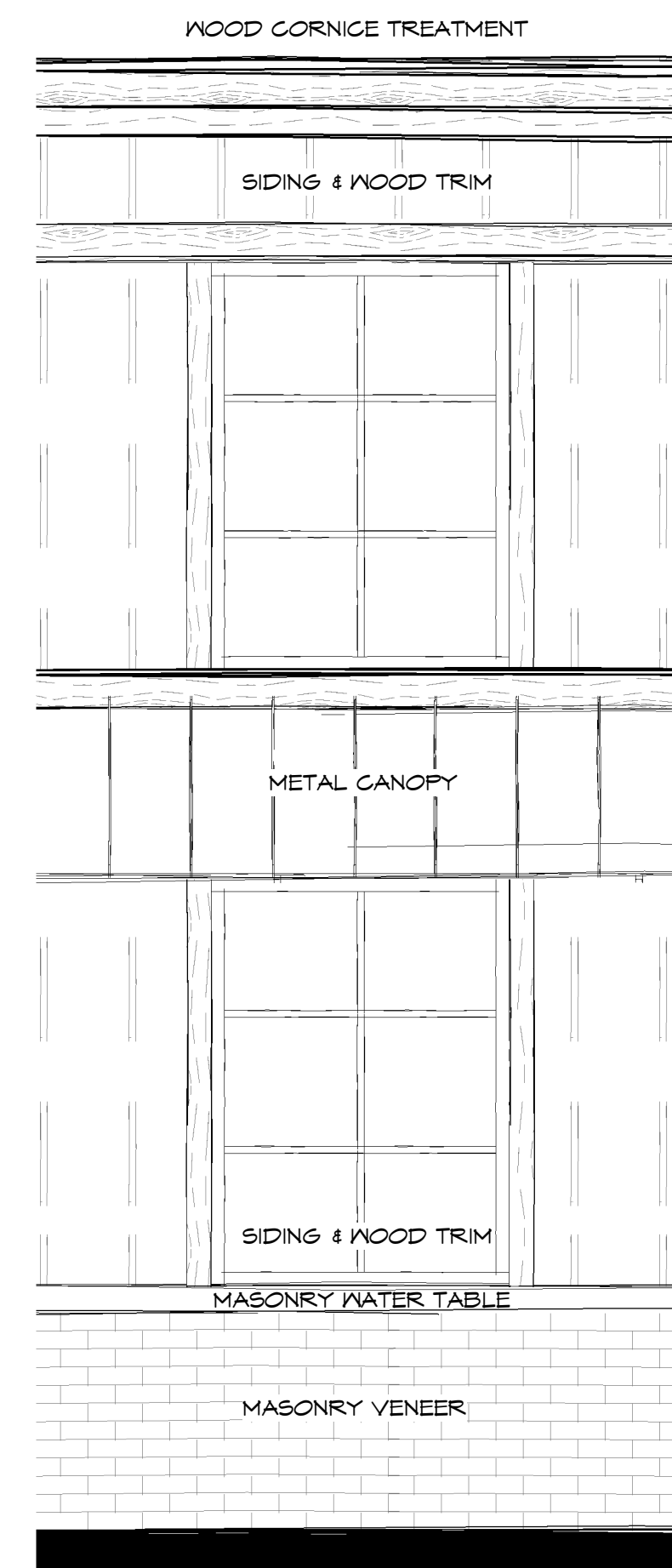
**2 - SIDE/REAR ELEV.**  
1/2" = 1'-0"



**1 - FRONT ELEVATION**  
1/2" = 1'-0"



**6 - SIDE/REAR ELEV.**  
1/2" = 1'-0"



**5 - FRONT ELEVATION**  
1/2" = 1'-0"





# City of Lucas

## City Council Agenda Request

### October 7, 2021

Requester: City Council

#### **Agenda Item Request**

---

Consider approving Resolution R 2021-10-00519 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors with terms beginning January 1, 2022.

#### **Background Information**

---

The Collin Central Appraisal Districts Board of Directors are appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. Each Board of Director will serve a two-year term beginning January 1, 2022.

Nominations must be made in an open meeting by approved written resolution and received by the Appraisal District no later than October 14, 2021. Ballots for voting will be sent out after conclusion of the nominating process.

The current Collin Central Appraisal District Board of Directors include:

- Earnest R. Burke
- Ron Carlisle
- Brian Mantzey
- Ken Maun
- L. Wayne Mayo
- Gary Rodenbaugh

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

---

1. Letter from Collin Central Appraisal District
2. Resolution R 2021-10-00519

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

I make a motion to approve Resolution R 2021-10-00519 nominating \_\_\_\_\_ to the Collin Central Appraisal District Board of Directors with terms beginning January 1, 2022.



# Collin Central Appraisal District

---

September 7, 2021

Jim Olk, Mayor  
City of Lucas  
665 Country Club Rd.  
Lucas, TX 75002

RE: Election of Collin Central Appraisal District Board of Directors

Dear Mayor Olk:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2022.

## **Step 1: Nominations**

A taxing unit's nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be submitted to the Chief Appraiser by October 14, 2021. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

## **Step 2: Allocation of Votes**

In late September, each taxing unit will be sent a letter that provides their number of votes. In accordance with the Tax Code, there are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.



### **Step 3: Delivery of Ballots**

In late October, after the nominating process ends, I will send each voting entity, with at least one vote to cast, an official ballot with voting instructions.

### **Step 4: Taxing Units Cast Their Votes**

The governing body of each taxing unit entitled to vote shall determine its vote by resolution. A copy of the written resolution, adopted in an open meeting of the taxing unit, must be submitted to the Chief Appraiser by December 14, 2021

### **Step 5: Election Results**

I will count the votes and submit the results of the election to each taxing unit, and all candidates, by December 30, 2021.

### **Notes:**

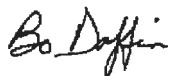
The October 14<sup>th</sup> and December 14<sup>th</sup> deadlines are by the end of the calendar day.

Nominations, outlined in Step 1 above, can be submitted any time prior to the October 14, 2021 nominating deadline.

Voting and submission of votes, outlined in Step 4 above, must be after I deliver the ballots to the taxing units in late October and by the December 14<sup>th</sup> deadline.

The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code, § 6.03.

Sincerely,



Bo Daffin  
Chief Appraiser



**RESOLUTION R-2021-10-00519**

[Collin Central Appraisal District Board of Director Nominations]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, NOMINATING CANDIDATES TO THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY WITH TERMS BEGINNING JANUARY 1, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Central Appraisal District of Collin County is charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin County Appraisal District; and

**WHEREAS**, the City of Lucas, Texas is entitled one to five candidates for election to the Board of Directors of the Central Appraisal District of Collin County;

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

**SECTION 1.** That the City Council of the City of Lucas, Texas does hereby nominate the following candidate(s) for election to the Board of Directors of the Central Appraisal District of Collin County.

Candidate(s):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**SECTION 2.** That this resolution shall become effective immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on this the 7th day of October 2021.

CITY OF LUCAS, TEXAS:

ATTEST:

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

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



# City of Lucas

## City Council Agenda Request

### October 7, 2021

Requester: City Council

#### **Agenda Item Request**

---

Discuss the Texas Commission on Environmental Quality (TCEQ) application proposed for a wastewater treatment facility located 0.4 miles northwest of the intersection of North Murphy Road and Rolling Ridge Drive in Collin County, Texas near the cities of Murphy and Parker.

#### **Background Information**

---

The City of Lucas received notice from the City of Parker regarding a proposed application for a wastewater treatment facility located 0.4 miles northwest of the intersection of North Murphy Road and Rolling Ridge Drive in Collin County near the cities of Murphy and Parker. The proposed facility would be located approximately 1.39 miles from the city limits of Lucas. The City of Lucas was not notified of the proposed application. The proposed facility does not border the city limits of Lucas and Lucas does not provide residential sewer.

The City of Parker is opposed to the wastewater facility and has reached out to the cities of Lucas and Murphy regarding this matter. The City of Parker has hired attorney Art Rodriguez with Russell, Rodriguez, Hyde and Bullock, LLP from Georgetown, Texas who specialize in these types of cases before the TCEQ and has also filed an intervention with TCEQ. According to the City of Parker, there are over 400 interventions filed as of September 22, 2021.

The City of Parker has requested a hearing with TCEQ to discuss the matter further.

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

---

1. Proposed Water Treatment Facility Notice from TCEQ
2. Location Map

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

There is no motion for this item, it is for discussion purposes only.

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

### PROPOSED PERMIT NO. WQ0016003001

**APPLICATION.** Restore the Grasslands LLC and Harrington/Turner Enterprises, LP, 4801 West Lovers Lane, Dallas, Texas 75209, have applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016003001 (EPA I.D. No. TX0141381) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 200,000 gallons per day. The domestic wastewater treatment facility will be located approximately 0.4 mile northwest of the intersection of North Murphy Road and Rolling Ridge Drive, in Collin County, Texas 75002. The discharge route will be from the plant site to Maxwell Creek; thence to Muddy Creek; thence to Lake Ray Hubbard. TCEQ received this application on May 26, 2021. The permit application is available for viewing and copying at Rita & Truett Smith Public Library, 300 Country Club Road, #300, Wylie, Texas. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=db5bac44afbc468bbddd360f8168250f&marker=-96.616388%2C33.041666&level=12>

**ADDITIONAL NOTICE.** TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

**PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application.** The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

**OPPORTUNITY FOR A CONTESTED CASE HEARING.** After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list**

**for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing.** A contested case hearing is a legal proceeding similar to a civil trial in state district court.

**TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.**

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

**MAILING LIST.** If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

**INFORMATION AVAILABLE ONLINE.** For details about the status of the application, visit the Commissioners' Integrated Database at [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Search the database using the permit number for this application, which is provided at the top of this notice.

**AGENCY CONTACTS AND INFORMATION.** Public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit

their website at [www.tceq.texas.gov/goto/pep](http://www.tceq.texas.gov/goto/pep). Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Restore the Grasslands LLC and Harrington/Turner Enterprises, LP, at the address stated above or by calling Ms. Ashley Broughton, P.E., Project Manager, LJA Engineering, Inc., at 713-380-4431.

Issuance Date: August 25, 2021





# City of Lucas

## City Council Agenda Request

### October 7, 2021

Requester: City Council

#### **Agenda Item Request**

---

Consider setting a date and time for the Lucas City Council to receive the hydraulic modeling report and a presentation regarding the City of Lucas water distribution system prepared by Gary Hendricks, PE, RPLS, of Birkhoff, Hendricks & Carter, LLP.

#### **Background Information**

---

The Hydraulic Modeling Workshop scheduled with the City Council for September 30, 2021, was cancelled; therefore, a new date is required to receive the presentation from Birkhoff, Hendricks & Carter, LLP.

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

---

NA

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

I make a motion to set a date and time on \_\_\_\_\_ to receive the hydraulic modeling report and a presentation regarding the City of Lucas water distribution system prepared by Gary Hendricks, PE, RPLS, of Birkhoff, Hendricks & Carter, LLP.





# City of Lucas City Council Agenda Request October 7, 2021

Requestor: Mayor Jim Olk

## **Agenda Item Request**

---

### **Executive Session.**

Pursuant to Section 551.071 (2) of the Texas Government Code, the City Council will convene into Executive Session to consult with the City Attorney regarding a letter dated September 10, 2021, from attorney Grant Figari representing the Seis Lago Community Services Association, Inc.

## **Background Information**

---

NA

## **Attachments/Supporting Documentation**

---

NA

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

NA

## **Motion**

---

NA



# City of Lucas City Council Agenda Request October 7, 2021

Item No. 11

Requester: 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