

AGENDA CITY COUNCIL MEETING February 1, 2024 | 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, February 1, 2024, 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 <u>https://www.lucastexas.us/departments/public-meetings/</u>.

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 City Secretary Toshia Kimball 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 City Secretary Toshia Kimball at <u>tkimball@lucastexas.us</u> 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

The Citizen Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City council cannot discuss issues raised or make any decisions, but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizen Input.

Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest:

- A. Legacy 4-H Club Proclamation recognizing Legacy 4-H Club including team members Olivia Callagher, Elizabeth Esposito, Audrey and Lucie Rathgeb for their successful victory in the National FCS Quiz Bowl Competition. (Presenter: Assistant City Manager Kent Souriyasak)
- B. 2023 Mayoral Red Kettle Challenge Presentation by Mary Freeman, County Director of Community Relations for Denton and Collin County, Texas Division, North Texas Area Command, The Salvation Army. (Presenter: City Manager Joni Clarke)

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 minutes of the January 18, 2024, City Council meeting.
 - B. Consider adopting Ordinance #2024-02-00996 ordering a general election to be held on May 4, 2024, for the purpose of electing the Mayor and two City Councilmembers for Seat No. 3 and Seat No. 4; ordering a special election for the City of Lucas, to be held on May 4, 2024, for the purpose of electing two City Councilmembers to fill vacancies for the unexpired terms for Seat No. 2 and Seat No. 6; and ordering a special election for the purpose of submitting Proposition A to the qualified voters of the City for the reauthorization of the one-half of one-percent (.50%) sales and use tax to provide revenue for maintenance and repair of municipal streets; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing election of joint election agreement; and providing for an effective date.

Regular Agenda

- 4. Consider the request by Sudhir Sakaria for preliminary plat for Sandalwood Estates an addition to the City of Lucas being all of a 25.103-acre tract of land situated in the Lewis P. Turner Survey, Abstract No. 901 and the J. Gray Survey Abstract No. 349 located on the North side of Parker Road, approximately 1/3-mile East of Lewis Lane. (Presenter: Development Services Director Joe Hilbourn)
- 5. Consider entering into a Development Agreement with Caliber Collision for roadway improvements to McGarity Lane and reimbursing impact fees in an amount not to exceed \$56,801 which represents the fees to be collected. (Presenter: Development Services Director Joe Hilbourn)

Executive Session

- 6. Executive Session:
 - A. The City Council will convene into Executive Session pursuant to Section 551.071 of the Texas Government Code, to consult with the City Attorney regarding Aztec and Dayton roads.

- B. The City Council will convene into Executive Session pursuant to Section 551.071 of the Texas Government Code, to consult with the City Attorney regarding Welborn Lane.
- C. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
- D. The City Council will convene into executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the appointment, employment, duties of a public officer City Manager.
- 7. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
- 8. 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, Texas 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on January 26, 2024.

Toshia Kimball, 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 Toshia Kimball at 972.912.1211 or by email at tkimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas City Council Agenda Request February 1, 2024

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 February 1, 2024

Requester: Mayor Jim Olk City Manager Joni Clarke Assistant City Manager Kent Souriyasak

Agenda Item Request

Items of Community Interest.

- A. Legacy 4-H Club Proclamation recognizing Legacy 4-H Club including team members Olivia Callagher, Elizabeth Esposito, Audrey and Lucie Rathgeb for their successful victory in the National FCS Quiz Bowl Competition.
- B. 2023 Mayoral Red Kettle Challenge Presentation by Mary Freeman, County Director of Community Relations for Denton and Collin County, Texas Division, North Texas Area Command, The Salvation Army.

Background Information

NA

Attachments/Supporting Documentation

1. Legacy 4-H Club Proclamation

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



WHEREAS, the Legacy 4-H Club is a non-profit organization committed to youth development providing local youth between the ages 8 and 18 with opportunities to learn life skills through social events, workshops, community service, hands-on educational experiences; and

WHEREAS, the Legacy 4-H Club was established 11 years ago by Tammy Duke and Kathrin Esposito who previously served as club managers and is currently managed by Marie Rathgeb and Lisa Mueller who oversee approximately 40 youth members;

WHEREAS, the youth members engage in a variety of projects including competitions at the county, district and state levels with current projects such as leadership, community service, agricultural identification, food and nutrition, horticulture, public speaking, among many more subjects; and

WHEREAS, the Legacy 4-H Club participates in the Family and Consumer Sciences (FCS) Quiz Bowl, a highly competitive team event which is part of the Food and Nutrition Project where four youth members have successfully been guided by Tammy Duke who devoted many hours to educating the youth with the necessary knowledge; and

WHEREAS, the Legacy 4-H Club won the FCS Quiz Bowl State Championships in 2019, 2022, and 2023, and placed a close second in 2021, in which teams must win their respective county and district events to qualify for state competition;

WHEREAS, this year, the Legacy 4-H Club went undefeated in a double elimination tournament of 17 teams in which the youth members earned the right to compete at the national competition hosted in San Antonio, Texas, where the proximity, reduced cost and timing has allowed the Legacy 4-H Club to compete nationally for the first time; and

WHEREAS, the national competition team members included Olivia Callagher, Elizabeth Esposito, Audrey Rathgeb and Lucie Rathgeb who were coached by Marie Rathgeb and Tammy Duke;

WHEREAS, the Legacy 4-H Club scored first place for the written component in the first round of the national competition and their first match resulted in a score of 19 to 6 victory over Tennessee which moved directly to the final round where they defeated Utah by a score of 39 to 11, becoming champions in the National FCS Quiz Bowl Competition; and

NOW, **THEREFORE**, I Jim Olk, Mayor of the City of Lucas, Texas, on behalf of the City Council extends congratulations and recognition of the Legacy 4-H Club including team members Olivia Callagher, Elizabeth Esposito, Audrey Rathgeb and Lucie Rathgeb for their successful victory in the National FCS Quiz Bowl Competition; and

PROCLAIMED this 1st day of February 2024.

Mayor Jim Olk



City of Lucas Council Agenda Request February 1, 2024

Requester: Mayor Jim Olk City Attorney Joe Gorfida City Secretary Toshia Kimball

Agenda Item Request

- 1. Consent Agenda:
 - A. Approval of the minutes of the January 18, 2024 City Council meeting.
 - B. Consider adopting Ordinance #2024-02-00996 ordering a general election to be held on May 4, 2024, for the purpose of electing the Mayor and two City Councilmembers for Seat No. 3 and Seat No. 4; ordering a special election for the City of Lucas, to be held on May 4, 2024, for the purpose of electing two City Councilmembers to fill vacancies for the unexpired terms for Seat No. 2 and Seat No. 6; and ordering a special election for the purpose of submitting Proposition A to the qualified voters of the City for the reauthorization of the one-half of one-percent (.50%) sales and use tax to provide revenue for maintenance and repair of municipal streets; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing election of joint election agreement; and providing for an effective date.

Background Information

NA

Attachments/Supporting Documentation

- 1. Minutes of the January 18, 2024 City Council meeting.
- 2. Ordinance #2024-02-00996 Calling for May 4, 2024 General and Special Election

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

January 18, 2024 | 6:30 PM Council Chambers City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk Mayor Pro Tem Kathleen Peele Councilmember David Keer Councilmember Debbie Fisher Councilmember Phil Lawrence Councilmember Dusty Kuykendall Councilmember Tim Johnson (remote)

City Staff Present:

City Manager Joni Clarke Assistant City Manager Kent Souriyasak City Secretary Toshia Kimball Development Services Director Joe Hilbourn Fire Chief Ted Stephens Deputy Nick Noel

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

There were no members of the public wishing to address the City Council.

Community Interest

2. Items of Community Interest.

Mayor Jim Olk gave items of community interest including:

- 2024 General Elections
- Preserving Lucas History

Consent Agenda

3. Consent Agenda:

A. Approval of minutes of January 04, 2024 City Council meeting.

MOTION: A motion was made by Councilmember Kuykendall, seconded by Councilmember Lawrence to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

Regular Agenda

4. Consider approving Ordinance #2024-01-00995, amending the City of Lucas Code of Ordinances by amending Chapter 2 titled "Animal Control" by amending Article 2.02 titled "Caring for Animals" by renaming Section 2.02.008 to "Nuisances" and by amending Section 2.02.008.

Staff is proposing amendments to Chapter 2 titled, "Animal Control" and related temporary signage at parks informing the public that dogs must be on a leash at all times, owners must have bags in

their possession to immediately remove waste and owners are required to pick up after their pet.

Mayor Olk asked if the regulations in the park were different than on private property? City Manager Joni Clarke stated currently while in the park dogs are required to be on a leash and in the community, they are allowed to be under voice control.

Mayor Olk proposed to strike, "in a city park" from Section 2.02.009.

Councilmember Lawrence advised that it would be difficult to cite a citizen if there is no signage.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Kuykendall to approve Ordinance # 2024-01-00995 as presented with the correction that Section 2.02.009 says, "Any dog in the corporate limits of the city while not on owners' private property, shall be restrained by at least one of the following means:..." The motion passed unanimously by a 7 to 0 vote.

5. Review and approve "Policy#00-07 Vehicle and Personal Property Removal from Roadways" for Lucas Fire-Rescue.

Councilmember Fisher asked if this policy will be kept in the standard operating procedures manual. Fire Chief Stephens confirmed, yes.

Councilmember Lawrence asked if this is the type of policy that we have the leeway to write on our own or does it have to be blessed by legal?

Chief Stephens stated that the policy has to be blessed by City Council which has been blessed by legal.

MOTION: A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to approve Policy#00-07 Vehicle and Personal Property Removal from Roadways. The motion passed unanimously by a 7 to 0 vote.

6. Consider rescheduling or cancelling the July 4, 2024, City Council meeting.

MOTION: A motion was made by Councilmember Kuykendall, seconded by Councilmember Lawrence to approve cancelling the upcoming July 4, 2024 City Council Meeting. The motion passed unanimously by a 7 to 0 vote.

Executive Session

- 7. Executive Session:
 - A. The City Council will convene into Executive Session pursuant to Section 551.071 of the Texas Government Code, to consult with the City Attorney regarding Welborn Lane.

City Council convened into Executive Session at 6:51 pm.

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

City Council reconvened from Executive Session at 7:19 pm. There was no action taken.

9. Adjournment.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Kuykendall, to adjourn the meeting at 7:19 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Toshia Kimball, City Secretary



ORDINANCE NO. #2024-02-00996 [Calling for May 4, 2024 General and Special Elections]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 3 AND SEAT NO. 4; ORDERING A SPECIAL ELECTION FOR THE CITY OF LUCAS, TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING TWO CITY COUNCILMEMBERS TO FILL VACANCIES FOR THE UNEXPIRED TERMS FOR SEAT NO. 2 AND SEAT NO. 6; AND ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING PROPOSITION A TO THE QUALIFIED VOTERS OF THE CITY FOR THE REAUTHORIZATION OF THE **ONE-HALF OF ONE-PERCENT (.50%) SALES AND USE TAX TO PROVIDE REVENUE** FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; DESIGNATING LOCATION OF POLLING PLACE: ORDERING NOTICE OF ELECTION TO BE GIVEN PRESCRIBED BY LAW IN CONNECTION WITH AS SUCH **ELECTION: AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING** FOR AN EFFECTIVE DATE.

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

SECTION 1. A General election is hereby ordered for May 4, 2024, for the purpose of electing the Mayor and two (2) Lucas City Councilmembers for Seat No. 3 and Seat No. 4, each such term being for a period of three (3) years; and, a Special election is hereby ordered for May 4, 2024, for the purpose of electing two (2) Councilmembers to fill the vacancies for the unexpired terms for Seat No. 2 and Seat No. 6. The filing period for the General Election shall begin January 17, 2024, and end on February 16, 2024, at 5:00 p.m., in accordance with State law. Applications for the Special Election may not be filed before the Special Election is ordered, and end on March 4, 2024, at 5:00 p.m., in accordance with State law.

SECTION 2. A Special Election is hereby ordered for May 4, 2024, for the purpose of submitting Proposition A to the qualified voters of the City for the reauthorization of the one-half of one-percent sales and use tax to continue providing revenue for maintenance and repair of municipal streets.

PROPOSITION A

The Proposition ballot language shall read:

"The reauthorization of the one-half of one-percent (.50%) sales and use tax within the City of Lucas, Texas, to continue providing revenue for maintenance and repair of municipal streets."

SECTION 3. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 4, 2024. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

SECTION 4. Notice of the General and Special Elections shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

SECTION 5. The entire City shall constitute one election precinct for this election and Lucas Community Center, located at 665 Country Club Road, Lucas, Texas is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

On Election Day, the polls shall be open from 7:00 AM. to 7:00 P.M.

Early voting by personal appearance shall also be conducted at Lucas Community Center, located at 665 Country Club Road, Lucas, Texas. City of Lucas voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration. If the election services contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 23, 2024. The deadline for a Federal Post Card Application is the same as an application for a ballot by mail.

Early voting by personal appearance will be conducted on weekdays beginning Monday, April 22, 2024, and continuing through Friday, April 26, 2024, between 8 a.m. and 5 p.m.; Saturday, April 27, 2024, between 8 a.m. and 5 p.m.; Monday, April 29, 2024, and Tuesday, April 30, 2024, between 7 a.m. and 7 p.m. as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote by personal appearance at either the main early voting location or at any of the branch locations.

<u>SECTION 6</u>. The City Secretary shall present the General and Special Elections returns to the City Council at a Council meeting for the canvassing of said elections in accordance with the Texas Election Code. The candidate for Mayor and Councilmember for Seat No. 3 and Councilmember for Seat No. 4; and Councilmember for the unexpired term for Seat No. 2 and Councilmember for the unexpired term for Seat No. 6 that receives a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be ordered by the City Council in accordance with the Lucas City Charter and State law.

SECTION 7. The reauthorization of the one-half of the one percent (.50%) sales and use tax within the City of Lucas, Texas, to continue providing revenue for maintenance and repair of municipal streets must receive more than fifty percent (50%) of valid votes by qualified voters at the election to be declared as passed.

SECTION 8. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as law and charter in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS _____ DAY OF FEBRUARY 2024.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney (01-24-2024:4892-8043-2287, v. 1) Toshia Kimball, City Secretary



City of Lucas City Council Agenda Request February 1, 2024

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the request by Sudhir Sakaria for preliminary plat for Sandalwood Estates an addition to the City of Lucas being all of a 25.103-acre tract of land situated in the Lewis P. Turner Survey, Abstract No. 901 and the J. Gray Survey Abstract No. 349 located on the North side of Parker Road, approximately 1/3-mile East of Lewis Lane.

Background Information

The property is currently zoned R-1. The subdivision proposes 20 lots, 19 are residential building lots, two are open space lots for detention. Civil construction plans were approved on January 04, 2024. A tree survey was submitted and a total of 214" of tree caliper will have to be mitigated at final plat/Entrance landscape stage. A Conditional Letter of Map Revision (CLOMR) has been submitted to the Federal Emergency Management Agency (FEMA), staff has a copy of the CLOMR and the flood study. The water main is looped. The entrance is split, and the cull de sac is over sized to mitigate a dead end exceeding 600', and more than 10 lots. Texas Department of Transportation (TxDOT) has approved both the road connection to Parker Road and the drainage being released into the TxDOT drainage system.

Attachments/Supporting Documentation

- 1. Preliminary Plat
- 2. Site Plan
- 3. Application
- 4. Checklist
- 5. Tree survey
- 6. Civil plans

Budget/Financial Impact

NA

Recommendation

1. The Planning and Zoning Commission recommended unanimously to recommend to the City Council to approve the preliminary plat.

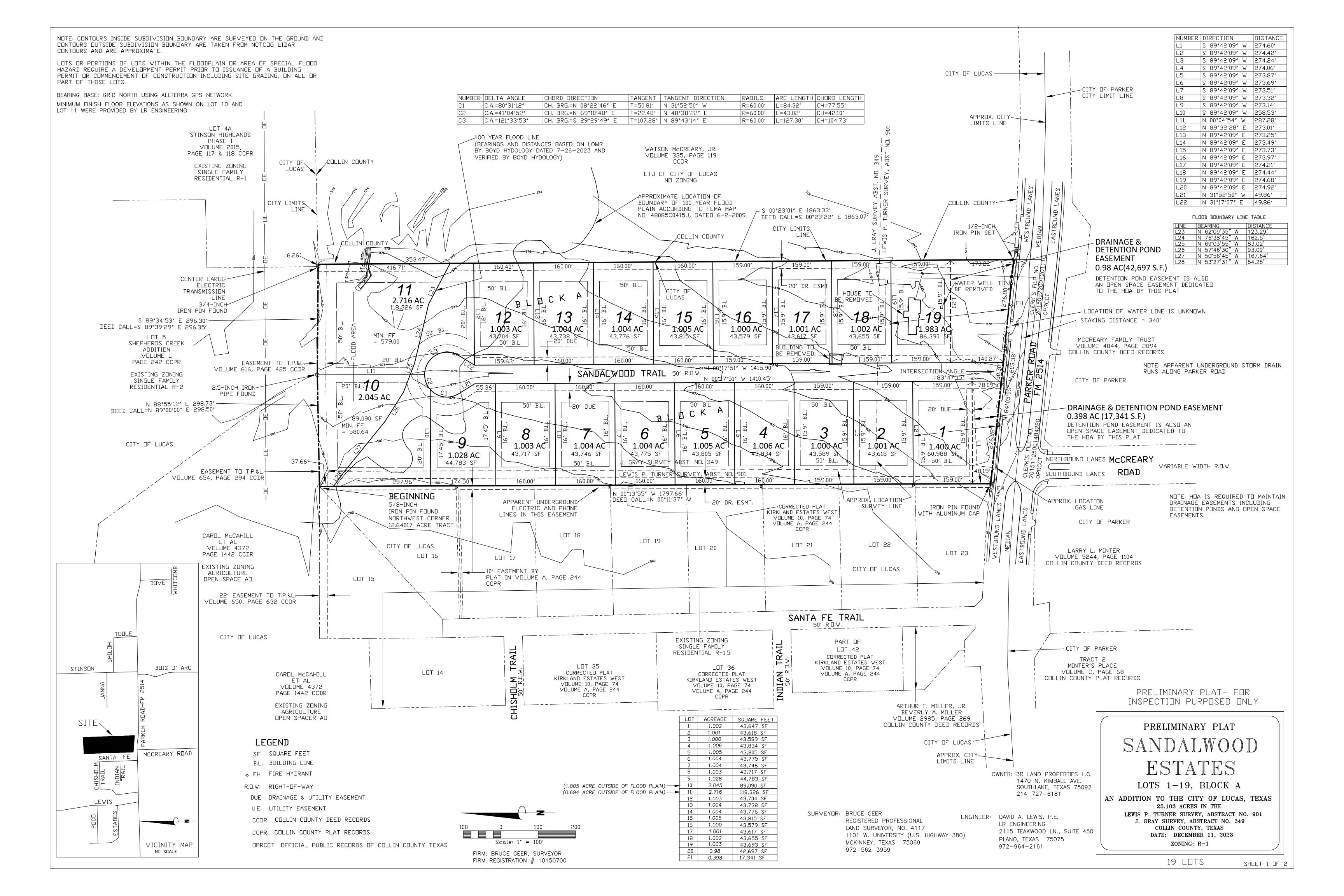


City of Lucas City Council Agenda Request February 1, 2024

Motion

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I make a motion to approve/deny a request by Sudhir Sakaria for preliminary plat for Sandalwood Estates an addition to the City of Lucas being all of a 25.103-acre tract of land situated in the Lewis P. Turner Survey, Abstract No. 901 and the J. Gray Survey Abstract No. 349.



OWNERS CERTIFICATE

STATE OF TEXAS COUNTY OF COLLIN

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WHEREAS WE, 3R LAND PROPERTIES L.C., are the owners of the property situated in the City of Lucas described as follows:

SITUATED in the Lewis P. Turner survey, abstract no. 901 and in the J. Gray survey, abstract no. 349, being a survey of the 12.576 acre tract described in a correction deed from Nelda Rae Owens and Myrna Marie Godier to 3R Land Properties, L. C., recorded as clerk's file no. 2022000078425 of the Official Public Records of Collin County, Texas and a part of the 12.64017 acre tract described in a deed from Phillip E. Kennedy and wife, Margaret Jean Kennedy, to 3R Properties LC, recorded in volume 5024, page 1136 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron pin found at the northwest corner of said 12.64017 acre tract and the northeast corner of the corrected plat of Kirkland Estates West recorded in volume 10, page 74 and volume A, page 244 of the Collin County plat records;

THENCE North 88°55'12" East, (Deed Call = North 89°00'00" East ,298.50 feet) with the north line of said 12.64017 acre tract, 298.73 feet to a 2.5-inch iron pipe found at the northeast corner of said 12.64017 acre tract and the northwest corner of said 12.576 acre tract;

THENCE South 89°34'53" East, (Deed Call = South 89°39'29" East, 296.35 feet) with the north line of said 12.576 acre tract, passing at 290.04 feet a 3/4-inch iron pin found and continuing in all, 296.30 feet to a point at the northeast corner of said 12.576 acre tract;

THENCE South 00°23'01" East, 1863.33 feet (Deed Call = South 00°23'22" East, 1863.07 feet) to a 1/2-inch iron pin set in the north right-of-way line of Parker Road(FM 2514), at the northeast corner of the 0.1715 acre tract recorded as clerk's file no. 20150922001201110;

THENCE North 84°05'06" West, with the north right-of-way line of said Parker Road and with the north line of said 0.1715 acre tract, passing at 298.10 feet, the northwest corner of said 0.1715 acre tract and the northeast corner of the 0.1458 acre tract recorded as clerk's file no. 20151125001484280, continuing with the north line of said 0.1458 acre tract, in all 603.38 feet to an iron pin found with aluminum cap at the northwest corner of said 0.1458 acre tract; same being in the west line of said 12.64017 acre tract and the east line of said Kirkland Estates West;

THENCE North 00°13'55" West, (Deed Call = North 00°11'37" West) with the west line of said 12.64017 acre tract and the east line of said Kirkland Estates West, 1797.66 feet to the PLACE OF BEGINNING and containing 25.130 acres.

STATE OF TEXAS	
COUNTY OF COLLIN	

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, 3R LAND PROPERTIES L.C., Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as SANDALWOOD ESTATES LOTS 1-19, BLOCK A, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, we agree to the following:

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

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

By: Sudhir Sakaria, Managing Owner

STATE OF TEXAS } COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Sudhir Sakaria, Managing Owner, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for The State of Texas

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESES PRESENTS:

That I, Bruce Geer, do hereby certify that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

PRELIMINARY-THIS DOCUMENT SHALL NOT TO BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Bruce Geer, Registered Professional Land Surveyor No. 4117

STATE OF TEXAS:

COUNTY OF COLLIN:

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Bruce Geer known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office, this the _____ day of _____,20___.

Notary Public in and for the State of Texas

CITY APPROVAL CERTIFICATE

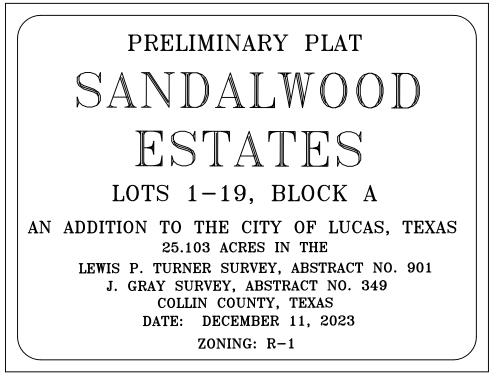
This plat is hereby approved by the Plannir	ng and Zoning Comm	nission of the City of Lucas, Texas.
Tommy Tolson, Chairman, Planning and Zo	_ oning Commission	Date
ATTEST:		
Signature	Date	
Name & Title		
The Director of Public Works of the City of or belief, this subdivision plat conforms to a construction standards and processes ado required.	Ill requirements of the	
Scott Holden, Director of Public Works		Date
•	onforms to all requiren	as hereby certifies that to the best of his/her ments of the Code of Ordinances, or as may nd Zoning Commission as to which his/her
Joseph Hilbourn, Development Services Di	rector	Date
lealth Department Certification: as a representative of Collin County Devel ertify that the on-site sewage facilities desc he applicable OSSF laws of the State of Te been submitted representing the site condition wage facilities are planned to be used.	ribed on this plat conf xas, that site evaluatio	form to ons have

Designated Representative for Collin County Development Services

OWNER: 3R LAND PROPERTIES L.C. SURVEYOR: BRUCE GEER 1470 N. KIMBALL AVE. SOUTHLAKE, TEXAS 75092 214-727-6181

REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4117 1101 W. UNIVERSITY (U.S. HIGHWAY 380) MCKINNEY, TEXAS 75069 972-562-3959

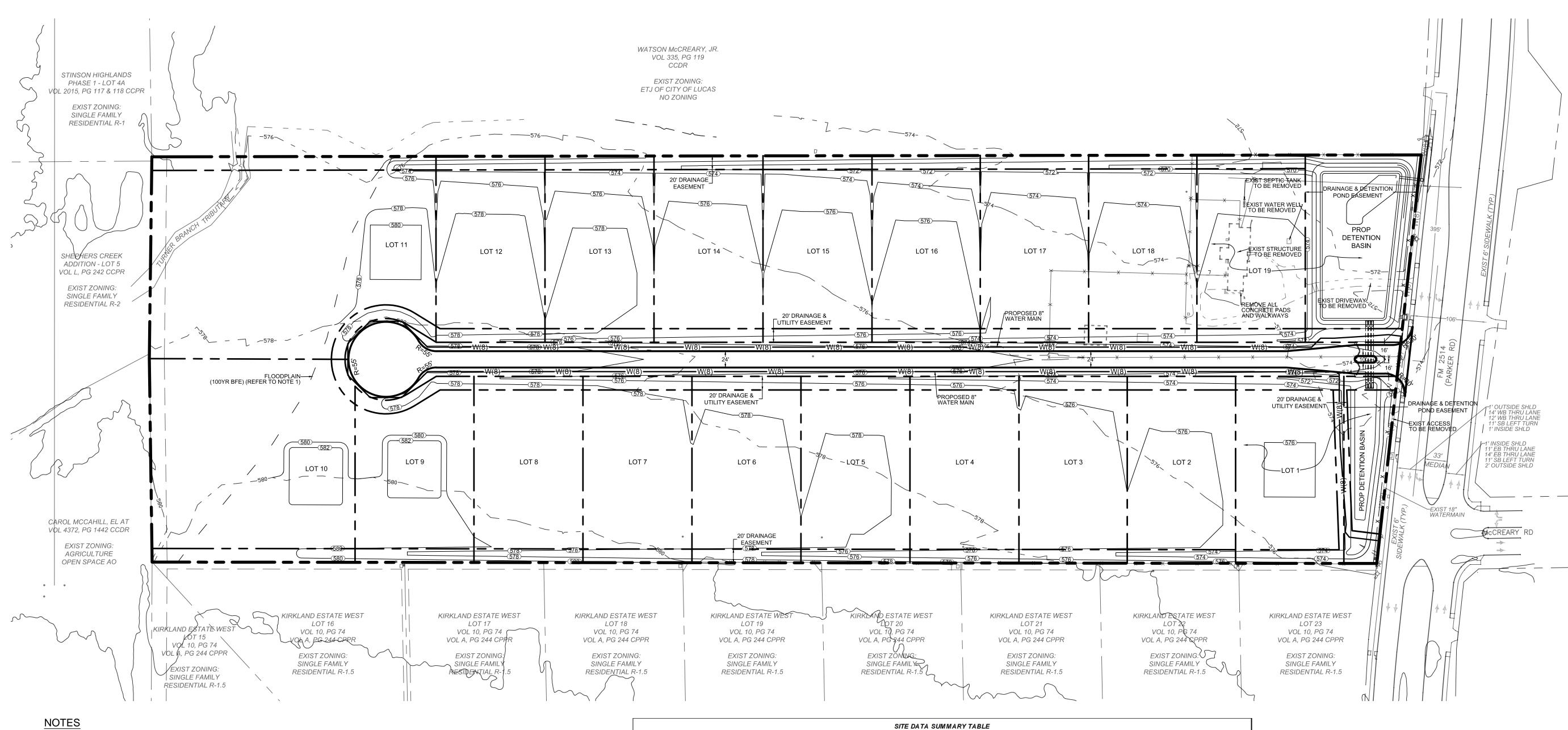
PRELIMINARY PLAT- FOR INSPECTION PURPOSED ONLY



ENGINEER: DAVID A. LEWIS, P.E. LR ENGINEERING 2115 TEAKWOOD LN., SUITE 450 PLANO, TEXAS 75075 972-964-2161

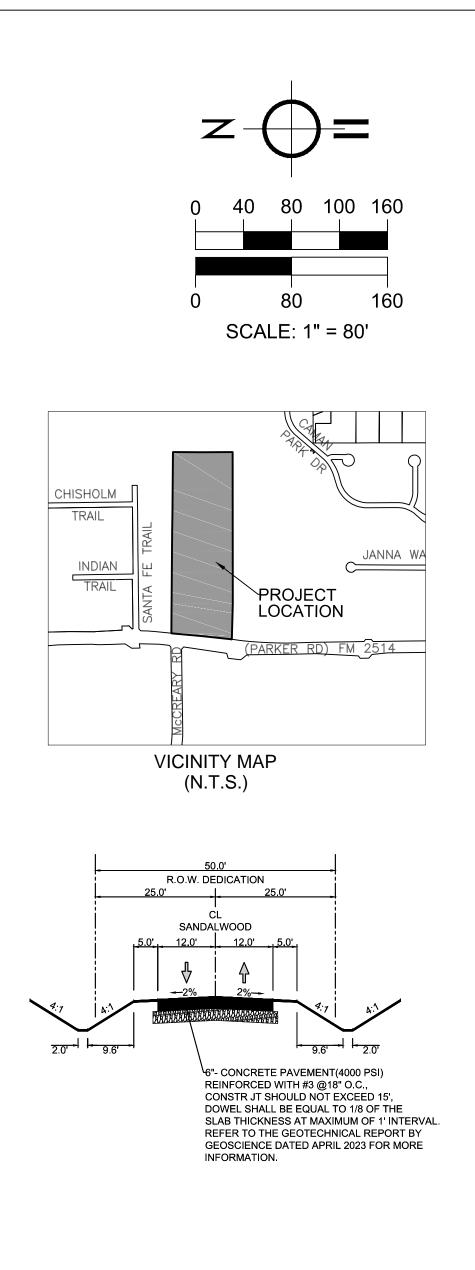
19 LOTS

SHEET 2 DF 2



1. FLOOD PLAIN (100YR BFE) IS BASED ON LOMR BY BOYD HYDROLOGY PLLC DATED 7/26/2023.

SITE DATA SUMMARY TABLE						
EXISTING ZONING: R1.5 (RE-ZONED TO R1, CITY OF LUCAS PLANNING AND ZONING)						
LOT PROPOSED USE		LOT AREA		BUILDING SIZE (MAIN & ACCESSORY BUILDING)		BUILDING HEIGHT
207	PROPOSED 03E	(SF)	(A C)	(SF)	(%)	BOILDING HEIGHT
1	SINGLE-FAMILY RESIDENCE	60,988	1.4001	NOT TO EXCEED 13,094 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
2	SINGLE-FAMILY RESIDENCE	43,618	1.0013	NOT TO EXCEED 13,085 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
3	SINGLE-FAMILY RESIDENCE	43,589	1.0007	NOT TO EXCEED 13,076 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
4	SINGLE-FAMILY RESIDENCE	43,834	1.0063	NOT TO EXCEED 13,150 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
5	SINGLE-FAMILY RESIDENCE	43,805	1.0056	NOT TO EXCEED 13,141 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
6	SINGLE-FAMILY RESIDENCE	43,775	1.0049	NOT TO EXCEED 13,132 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
7	SINGLE-FAMILY RESIDENCE	43,746	1.0043	NOT TO EXCEED 13,123 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
8	SINGLE-FAMILY RESIDENCE	43,717	1.0036	NOT TO EXCEED 13,115 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
9	SINGLE-FAMILY RESIDENCE	44,783	1.0281	NOT TO EXCEED 13,434 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
10	SINGLE-FAMILY RESIDENCE	<mark>89,090</mark>	2.0452	NOT TO EXCEED 26,727 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
11	SINGLE-FAMILY RESIDENCE	118,326	2.7164	NOT TO EXCEED 35,497 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
12	SINGLE-FAMILY RESIDENCE	43,704	1.0033	NOT TO EXCEED 13,111 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
13	SINGLE-FAMILY RESIDENCE	43,738	1.0041	NOT TO EXCEED 13,121 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
14	SINGLE-FAMILY RESIDENCE	43,776	1.0050	NOT TO EXCEED 13,132 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
15	SINGLE-FAMILY RESIDENCE	43,815	1.0059	NOT TO EXCEED 13,144 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
16	SINGLE-FAMILY RESIDENCE	43,579	1.0004	NOT TO EXCEED 13,073 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
17	SINGLE-FAMILY RESIDENCE	43,617	1.0013	NOT TO EXCEED 13,085 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
18	SINGLE-FAMILY RESIDENCE	43,655	1.0022	NOT TO EXCEED 13,096 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES
19	SINGLE-FAMILY RESIDENCE	86,390	1.9832	NOT TO EXCEED 13,108 SF	NOT TO EXCEED 30% OF LOT	NOT TO EXCEED 35 FT OR TWO AND ONE-HALF STORIES



REV	DATE	DESCR	PTION	
			SITE PLAN	
		54	NDALWOOD ESTA	TES
LOTS 1 - 19, BLOCK A				
OUT OF THE				
	LE	WIS P TU	JRNER SURVEY, ABSTRACT	NO. 901; AND
		JOHN	GARY SURVEY, ABSTRACT	NO. 349
			COLLIN COUNTY, TEXAS	
PROJE	CT OWNER(S)	SURVEYOR	ENGINEER
1470 N.	D PROPERTII KIMBALL AVE LAKE TX 7609	Ξ	BRUCE GEER, R.P.L.S. 1101 W. UNIVERSITY DR (US 380) McKINNEY TX 75069 PH: 972-562-3959	DAVID LEWIS, P.E. 2115 TEAKWOOD LN SUITE 450 PLANO TX 75075 PH: 972-964-2161
				DATE: January 3, 2024



3

DEVELOPMENT APPLICATION City of Lucas, Texas

NAME OF SUBDIVISION AND/OR PROJECT: <u>SANDALWOOD ESTATES</u>

ITEM SUBMITTED	APPLICATION FEE
Site Plan	
300 + 10 per acre (i.e. 500 for a 20 acre site plan)	
Tree Survey/Conservation Plan	N/A
Tree Removal & Site Clearing Permit \$250	
Architectural Plan \$250 + \$50 for any reviews or presentations of amended plans	
Landscape Plan \$200 + \$50 for any reviews or presentations of amended plans	
Park Site Dedication \$1,000 per lot or land dedication per Lucas City Ordinance Sec. 10.03.122	
TOTAL FEES SUBMITTED	
Collin County Appraisal District Short Account Number(s):	on): (Tract 6 & 7)
Acreage: 25.13 (Total) Existing # of Lots/Tracts: 4 Existing Zo	
OWNER'S NAME: 3R LAND PROPERTIES L.C. Contact Pho	214-727-6181
Applicant/Contact Person: Sudhir Sakaria Title: Managi	ng Owner
Company Name: 3R LAND PROPERTIES L.C.	
Street/Mailing Address: 1470 N. Kimball Ave	
City: Southlake State: TX Zip code: 76092	
Phone: () 214-727-6181 Fax: (Email Address: manaki	inc@yahoo.com
ENGINEER/REPRESENTATIVE'S NAME: David Lewis, P.E LR Engineering	
Contact Person: David Lewis, P.E. Title: Principal	
Street/Mailing Address: 2115 Teakwood Ln, Suite 450	
City: Plano State: TX Zip code: 75075	
Phone: () 972-964-2161 Fax: () 972-964-2037 Email Address: engineer	ring@lrtexas.com



NAME OF SUBDIVISION and/or PROJECT: SANDAL WOOD ESTATES

**READ BEFORE SIGNING BELOW: If there is more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner, a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal)

ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY. SUBMISSIONS: Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

NOTICE OF PUBLIC RECORDS. The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

Applicant agrees to pay any and all monies due to the City including but not limited to park pro rata fee, Tree Removal Permit fee, 3% of construction cost (developer to provide contracts for verification) and including but not limited to other fees that may be required prior to final plat approval.

STATE OF TEXAS COUNTY OF COLLIN

} }

BEFORE ME, a Notary Public, on this day personally appeared <u>SODHIR SHEARTH</u> the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

**Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 20th day of June, 2023

Notary Public in and for the State of Texas: ______

Official Use Only: Planning & Zoning:	Action Taken	
	Date:	
City Council:	Date:	
Applicant Withdrew: Yes or No	Applicant Made a Written Withdrawal: Yes or No	Date:

VALSAMMA JOSEPH

STATE OF TEXAS My Comm. Exp. 11-14-26 Notary ID # 13405647-5



PRELIMINARY AND FINAL PLAT

Minimum Requirements Checklist

SANDALWOOD ESTATESPreparer_ BRUCE GEER Project Name This checklist is provided to assist you in addressing the minimum requirements for Preliminary Plat submission.

Confirm that all information is included on the submitted plans by checking the box next to the required information. Checking the box certifies to the City that you have completely and accurately addressed the issue. This completed form must be returned at the time of application submittal.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided both directly on the plan and on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. Plans are to be submitted complete in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes. If a preliminary plat is required, a Tree Survey/Preservation Plan is also required as part of the submittal requirements with and at the time of preliminary plat submittal. Refer to the Development Plan Application packet for the needed application and checklist.

- I have made the decision NOT to waive the statutory time limits (30 days) in accordance with section 212 of the Texas Local Government Code. I understand and acknowledge that the City may DENY my plat application if not complete as determined by staff within the 30-day time period.
- The required number of copies of the preliminary plat and the approved engineering and construction plans for all public infrastructure improvements in accordance with the design standards of the City, to include all streets, water mains and services, sewer system and services, and drainage systems required to develop the proposed subdivision.
- T The name, address and telephone number of the owner, the surveyor, and engineer responsible for the preparation of the final plat.
- The name of the subdivision and location map showing adjacent subdivisions, street names (which shall conform, whenever possible, to existing street names and be approved by the Post Office) and lot and blocks numbers in accordance with a systematic arrangement.
- An accurate boundary survey description of the property, with bearings and distances, referenced to survey lines, existing property descriptions and established subdivisions, and showing the lines of adjacent tracts, the layout, dimensions and names of adjacent streets and alleys and lot lines shown in dashed lines.
- Existing boundary of adjacent street, and alley rights-of-way and boundaries of right-of-way (ROW) dedication are indicated, street names are labeled, and ROW widths are dimensioned.

Scale, north point, date, lot and block numbers.

- DASHED The name and location of adjacent subdivisions or unplatted tracts drawn to scale shown in dotted lines and in sufficient detail to accurately show the existing streets, alleys and other features that may influence the layout and development of the propose subdivision. The abstract name and number, and name of the owner of the adjacent unplatted tracts should be shown.
- Exact location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimal fractions of feet, with the length of radii and of arcs of all curves, internal angles, points of curvatures, length and bearings of the tangents, and with all other surveyor information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points.
- "All lots on building sites shall conform to the minimum standards for area, width and depth prescribed by the zoning district or districts in which the subdivision is located and state the area size of each lot. Internal lot lines are clearly indicated, shown to scale, and labeled with bearings and distances.

Building setback lines and the location of utility easements.

- Topographic information showing contour lines with intervals up to one (1') foot indicating the terrain, drainage pattern of the area, and the drainage basin areas within the proposed subdivision. Topographic information showing contour lines with intervals up to two (2) feet indicating the terrain, the drainage pattern of the area, and the drainage basin areas outside the boundaries of the proposed subdivision.
- The layout and dimensions of proposed storm drainage areas, easements and rights-of-way necessary for drainage within and outside the boundaries of the proposed subdivision.
- The location and purpose of all proposed parks or other areas offered for dedication to public use. NA

PRELIMINARY/FINAL PLAT APPLICATION GUIDELINES, REOUIREMENTS & CHECKLIST

3 Page

1. 11



PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

- □ The location of all existing property lines, buildings, sewer or water mains, storm drainage areas, water and wastewater facilities, fire hydrants, gas mains or other underground structures, easements of record or other existing features.
- □ The location, size and identification of any physical features of the property, including water courses, ravines, bridges, culverts, existing structures, drainage or other significant topographic features located on the property or within one hundred fifty feet (150') of the proposed subdivision.
- □ Copy of any deed restrictions, restrictive covenants, special use permit or planned development district _ordinance regulating the property.
- The angle of intersection of the centerlines of all intersecting streets which are intended to be less than ninety (90°) degrees.

In accordance with the city floodplain management regulations, of the Code of Ordinances, as amended, the floodplain and floodway lines and base flood elevations as shown on the current effective flood insurance rate maps for the city shall be shown, where applicable. A notation shall be shown on the face of the preliminary plat stating: "Lots or portions of lots within the floodplain or areas of special flood hazard require a development permit prior to issuance of a building permit or commencement of construction including site grading, on all or part of those lots".

- Floodplain and floodway lines and base flood elevations as shown on the current effective flood insurance rate Hyprology maps for the City should be shown, where applicable.
- For a preliminary plat of land located outside the city limits where sanitary sewer does not exist or where street improvement standards vary from those specified by the city, such differences shall be noted.
- A certificate of ownership and dedication of all streets, alleys, easements, parks and other land intended for public use, signed and acknowledged before a Notary Public by the owner and lien holders of the property, along with complete and accurate metes and bounds description of the land subdivided and the property dedicated to public use.
- Receipt showing all taxes on the subject property are paid.
- Certification by a surveyor, to the effect that the preliminary plat represents a survey made by the Surveyor, and that all the necessary survey monuments are correctly shown thereon.
- A preliminary plat provided in multiple sheets shall include a key map showing the entire subdivision at smaller scale with lot and block numbers and street names on one (1) of the sheets or on a separate sheet of the same size.
 - □ Copy of any proposed property owner or homeowners' association agreements, covenants and restrictions.
 - Front and exterior side or corner setback lines are shown and labeled.
 - Abstract lines, survey lines, county lines, school ISD boundary and corporate boundaries are shown and clearly labeled.
 - A title block is provided in the lower right corner that includes large, boldly printed:

(Subdivision Name) Preliminary Plat

Lot(s) , Block(s) (survey, abstract and tract number)

If a replat, include:

Replat of Lot(s) _____, Block(s) _____

□ A log of submittal/revision dates since submitted to the City.

MIA The purpose of a replat or amending plat is stated on the face of the plat document.

If the proposal is a replat or amending plat, the existing lot numbers and block numbers or letters are shown as light dotted lines, with lot number designation followed by R for replats or an A for amending plats.

Location of property lines, owner or subdivision name(s) and recording information of abutting properties is indicated. Unplatted property or any streets or alleys within a 500-foot radius of subject property are shown and identified/labeled as appropriate.

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PRELIMINARY AND FINAL PLAT Minimum Requirements Checklist

Medians, median openings; turn lanes, deceleration/acceleration lanes and stacking distance is indicated within 200 feet of the property. The entire median, left-turn lane and/or deceleration lane and median opening serving a site is shown.

- Each lot is dimensioned, and the square footage of each lot is indicated.
- Each lot is numbered, and block groups are assigned a letter. Homeowner's association and other open space areas are identified with tract number.
- The location of existing underground and above ground utilities, flood plain boundaries and state or federally KNOW N protected areas, such as wetlands, are indicated.

The location of existing structures or other features proposed to remain and those proposed for removal.

Existing easements are indicated by a light, dashed line and labeled indicating dimension, purpose and County recording information.

- Location, dimension, and purpose of proposed easements are indicated by a medium-weight, dashed line. Required and proposed ingress/egress or access easements are shown, clearly labeled and tied down, as appropriate.
- Existing zoning is shown.

Location and area of parks, drainage ways, creeks and open space is indicated and labeled.

- Legal description/metes and bounds description is included.
- Include any notes required by the various affected agencies/utilities.

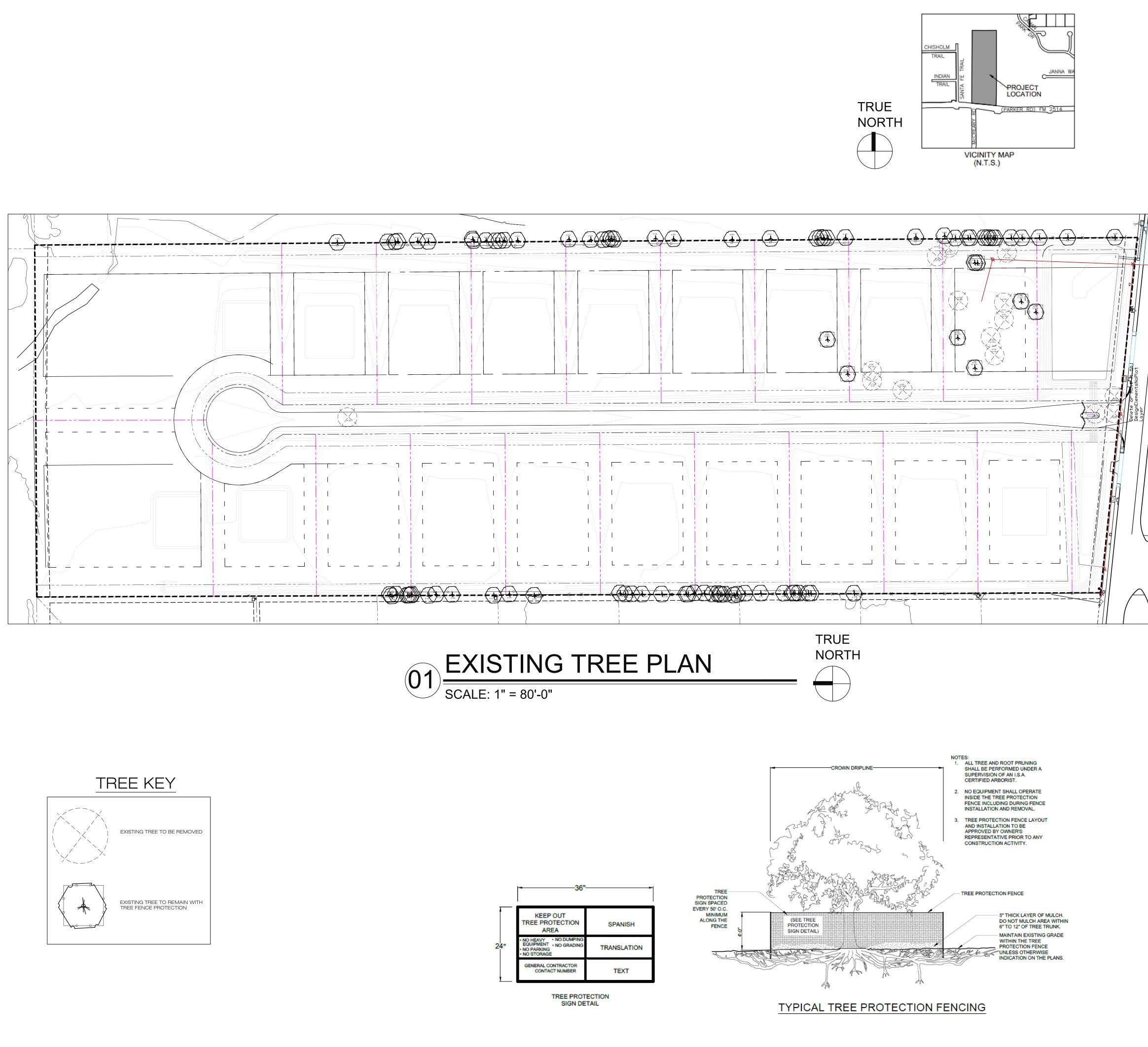
Residential minor streets shall be designed and platted so that no street segment shall have a straight line for more than 1,000 feet before altering its course by at least 20 degrees.

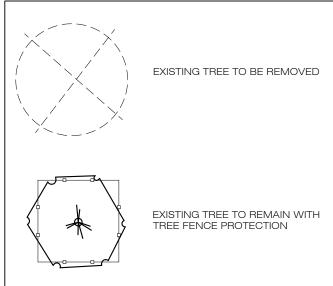
- □ Sites to be reserved or dedicated for parks, playgrounds and/or other public uses are indicated and labeled.
- Preliminary water plans are included with this submittal.

Contours are indicated with intervals of two (2) feet for property five acres or less and five (5) feet for property more than five acres.

- A note is included that states whether or not the property is in the 100-year flood plain, with the FIRM Community Panel reference number and map date.
- A note shall be added to the plat stating: "Preliminary Plat For Inspection Purposes Only."

PRELIMINARY/FINAL PLAT APPLICATION GUIDELINES, REQUIREMENTS & CHECKLIST

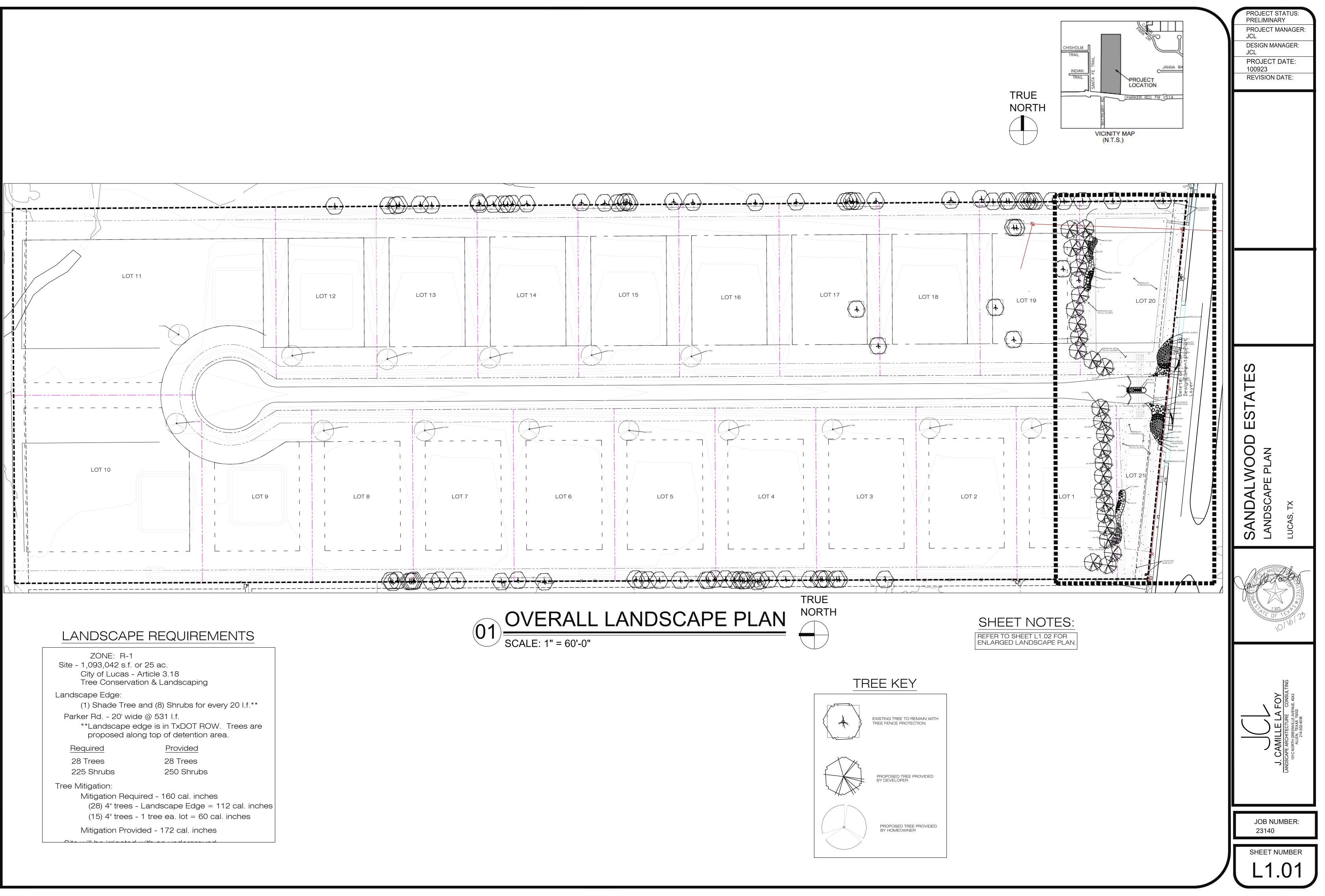




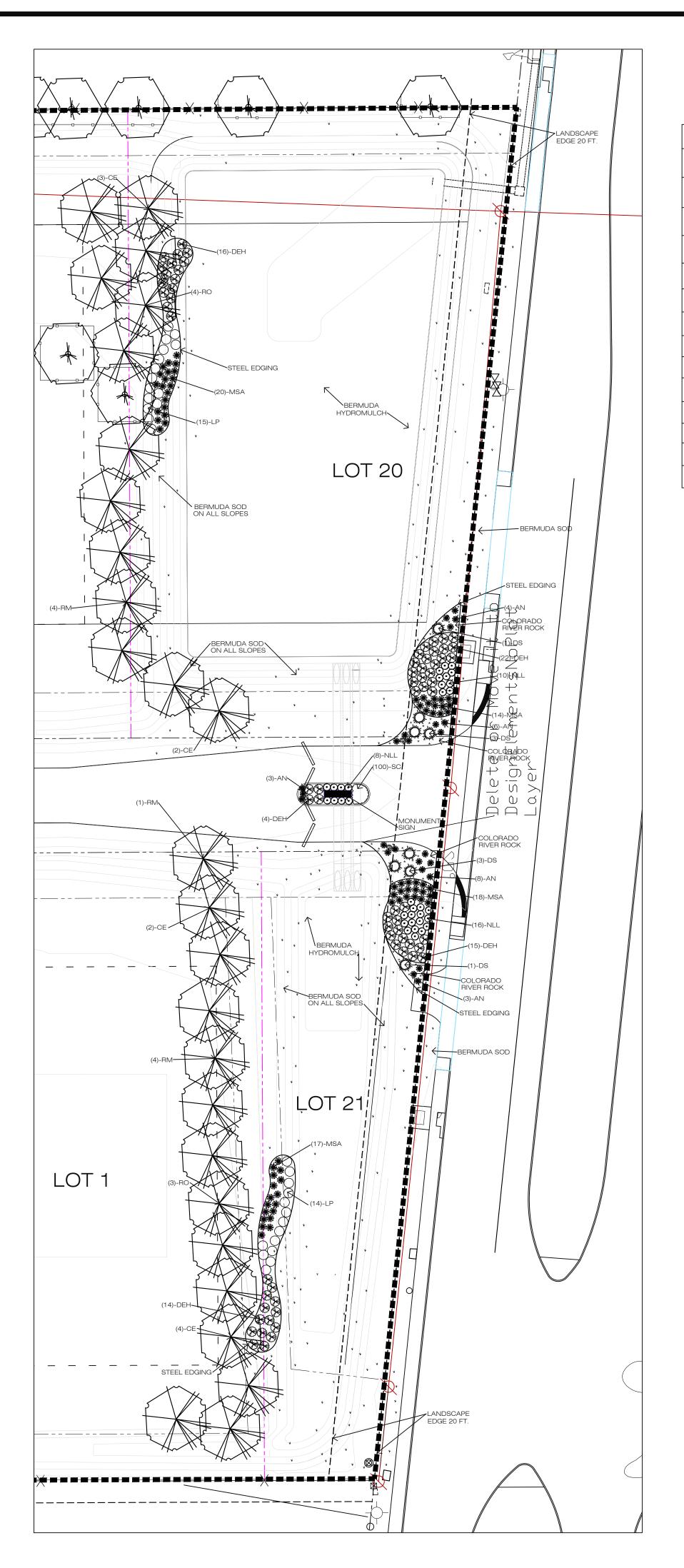
	TREE				CALIPER
TREE ID	CALIPER AT DBH (in)	COMMON NAME	CONDITION	PRESERVE (P) OR REMOVE	MITIGATIC REQUIREI (1:1)
100	24	HACKBERRY	HEALTHY	Р	0
101 102	12 12	HACKBERRY HACKBERRY	HEALTHY HEALTHY	P P	0
103	10	HACKBERRY	HEALTHY	Р	0
104 105	7 8	HACKBERRY HACKBERRY	HEALTHY	P	0
105	6	HACKBERRY	HEALTHY	P	0
107	11	HACKBERRY	HEALTHY	P	0
108 109	10 8	HACKBERRY HACKBERRY	HEALTHY	P P	0
110	10	HACKBERRY	HEALTHY	Р	0
111 112	7 16	HACKBERRY	HEALTHY	P P	0
112	7	HACKBERRY	HEALTHY	P	0
114	7	HACKBERRY	HEALTHY	Р	0
115 116	13 12	HACKBERRY HACKBERRY	HEALTHY	P	0
110	6	HACKBERRY	HEALTHY	P	0
118	9	HACKBERRY	HEALTHY	Р	0
119 120	13 12	HACKBERRY HACKBERRY	HEALTHY	P	0
120	12	HACKBERRY	HEALTHY	P	0
122	12	HACKBERRY	HEALTHY	Р	0
123 124	7 19	HACKBERRY HACKBERRY	HEALTHY	P P	0
124	36	COTTONWOOD	HEALTHY	P	0
126	12	CEDAR	HEALTHY	Р	0
127 128	12 17	HACKBERRY HACKBERRY	HEALTHY HEALTHY	P P	0
129	9	HACKBERRY	HEALTHY	Р	0
130	7	HACKBERRY	HEALTHY	P	0
131 132	10 9	HACKBERRY HACKBERRY	HEALTHY	P P	0
133	9	HACKBERRY	HEALTHY	Р	0
134 135	8 8	HACKBERRY	HEALTHY	P P	0
135	6	HACKBERRY	HEALTHY	P	0
137	12	HACKBERRY	HEALTHY	Р	0
138 139	9 30	CEDAR HACKBERRY	HEALTHY	REMOVE P	9
140	8	HACKBERRY	HEALTHY	Р	0
141	7	HACKBERRY	HEALTHY	Р	0
142 143	14 23	HACKBERRY HACKBERRY	HEALTHY	P P	0
144	18	HACKBERRY	HEALTHY	P	0
145	12	HACKBERRY	HEALTHY	P	0
146 147	22 8	HACKBERRY HACKBERRY	HEALTHY	P P	0
148	8	HACKBERRY	HEALTHY	Р	0
149	11	HACKBERRY	HEALTHY	Р	0
150 151	16 12	HACKBERRY HACKBERRY	HEALTHY	P P	0
152	27.5	HACKBERRY	HEALTHY	Р	0
153 154	9 15.5	HACKBERRY	HEALTHY	P P	0
154	7	HACKBERRY	HEALTHY	P	0
156	6	HACKBERRY	HEALTHY	Р	0
157 158	12 28	HACKBERRY HACKBERRY	HEALTHY	P P	0
159	10	HACKBERRY	HEALTHY	Р	0
160	13	HACKBERRY	HEALTHY	Р	0
161 162	24 11	HACKBERRY FRUITLESS MULBERRY	HEALTHY	P	0
163	9	HACKBERRY	HEALTHY	P	0
164	6	HACKBERRY	HEALTHY	Р	0
165 166	13 24	HACKBERRY HACKBERRY	HEALTHY	P P	0
167	12	HACKBERRY	HEALTHY	P	0
168	13		HEALTHY	REMOVE	13
169 170	31 16	HACKBERRY COTTONWOOD	HEALTHY DECLINING	P REMOVE	0
171	8	HACKBERRY	HEALTHY	Р	0
172 173	10 8	HACKBERRY	HEALTHY	P P	0
173 174	8 24	HICKORY	HEALTHY	P P	0
175	14	HICKORY	HEALTHY	Р	0
176 177	9 12	HACKBERRY	HEALTHY	P P	0
177	6	COTTONWOOD	DECLINING	REMOVE	0
179	6	HACKBERRY	HEALTHY	Р	0
180 181	8 19	HACKBERRY	HEALTHY	P REMOVE	0 19
181	9	HACKBERRY	HEALTHY	P	0
183	17	HACKBERRY	HEALTHY	Р	0
184 185	10 10	HACKBERRY HACKBERRY	HEALTHY	P P	0
186	10	HICKORY	HEALTHY	P	0
187	20	HACKBERRY	DECLINING	REMOVE	0
188 189	32 15	PECAN HACKBERRY	HEALTHY DEAD	P REMOVE	0
189	11	SYCAMORE	HEALTHY	P	0
191	14	HACKBERRY	HEALTHY	REMOVE	14
192 193	15 12	HACKBERRY PECAN	HEALTHY	P REMOVE	0
193	12	FRUITLESS MULBERRY	DECLINING	REMOVE	0
195	44	ASH	HEALTHY	Р	0
196 197	14 14	HACKBERRY	ΗΕΑΙΤΗΥ	REMOVE BEMOVE	14 14
197 198	14 32	HACKBERRY HACKBERRY	HEALTHY HEALTHY	REMOVE REMOVE	14 32
199	39	HACKBERRY	HEALTHY	Р	0
200	8	CEDAR	HEALTHY	P	0
201 202	10 6	HACKBERRY HACKBERRY	HEALTHY HEALTHY	REMOVE REMOVE	10 6
203	17	AMERICAN ELM	HEALTHY	REMOVE	17







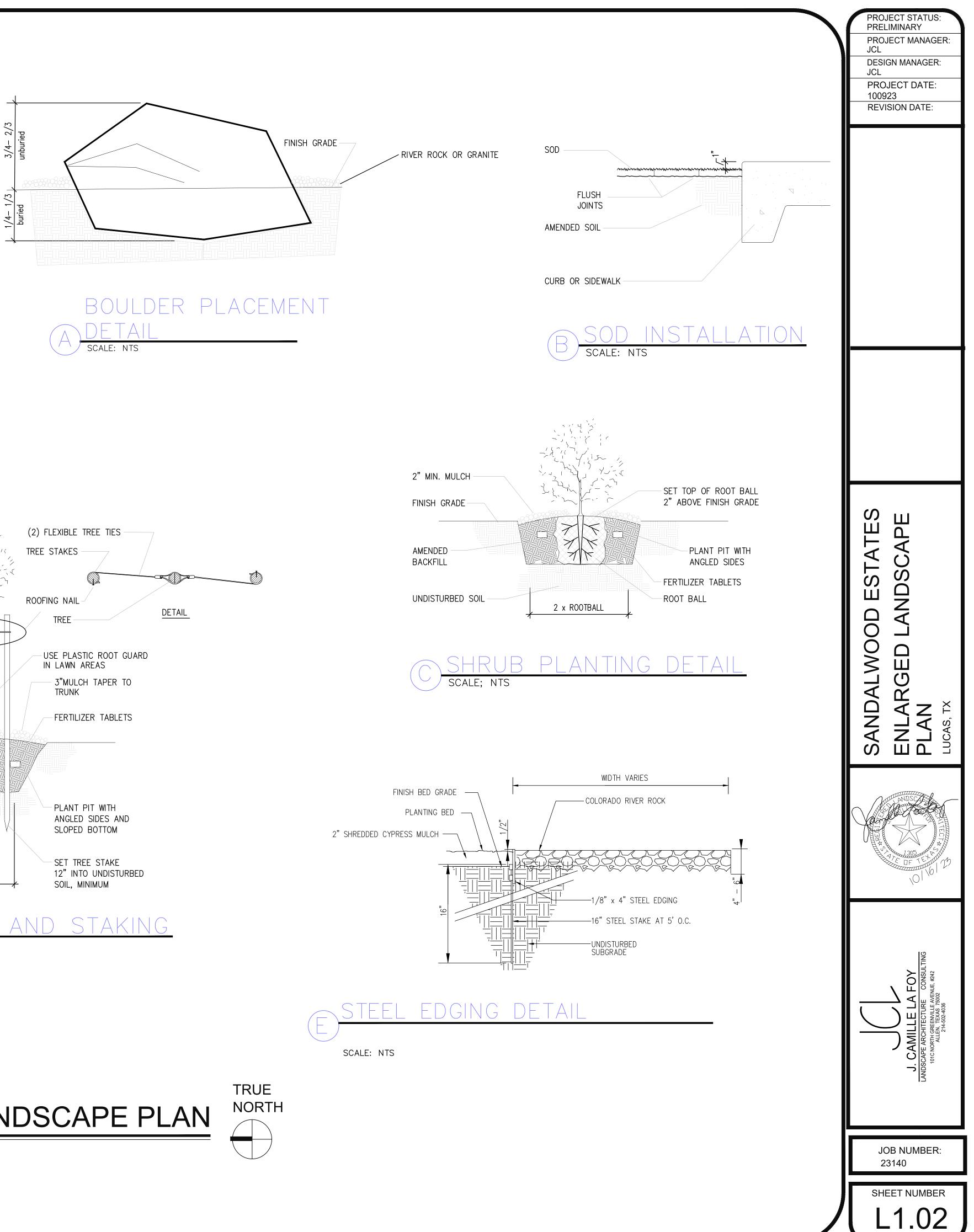
ZONE: R-1 Site - 1,093,042 s.f. o City of Lucas - Tree Conserva	
Parker Rd 20' wic **Landscape e	and (8) Shrubs for every 20 l.f.** de @ 531 l.f. edge is in TxDOT ROW. Trees are ong top of detention area.
Required	Provided
28 Trees 225 Shrubs	28 Trees 250 Shrubs
(28) 4" trees	uired - 160 cal. inches - Landscape Edge = 112 cal. inches - 1 tree ea. lot = 60 cal. inches
Mitigation Prov	ided - 172 cal. inches

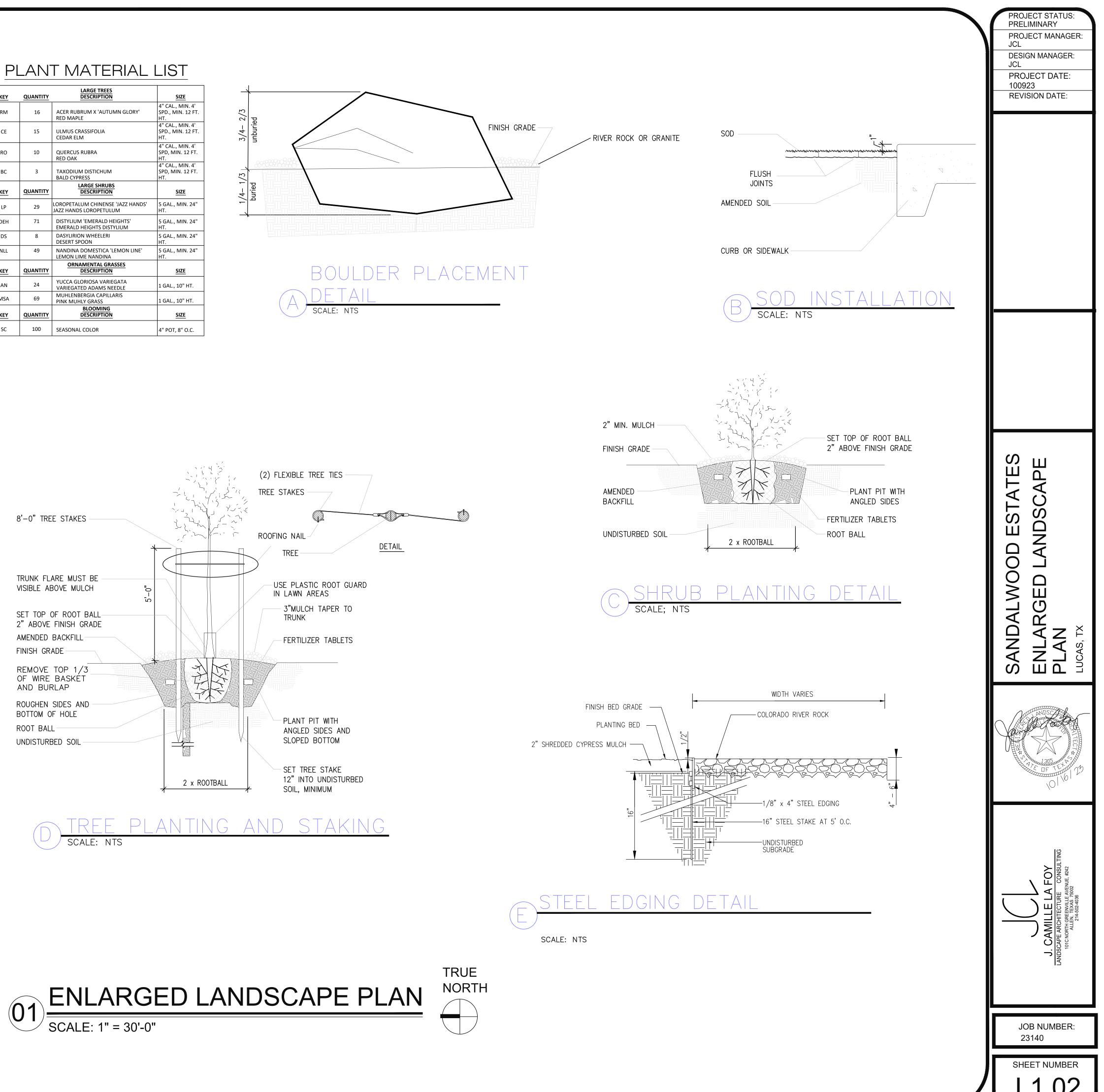


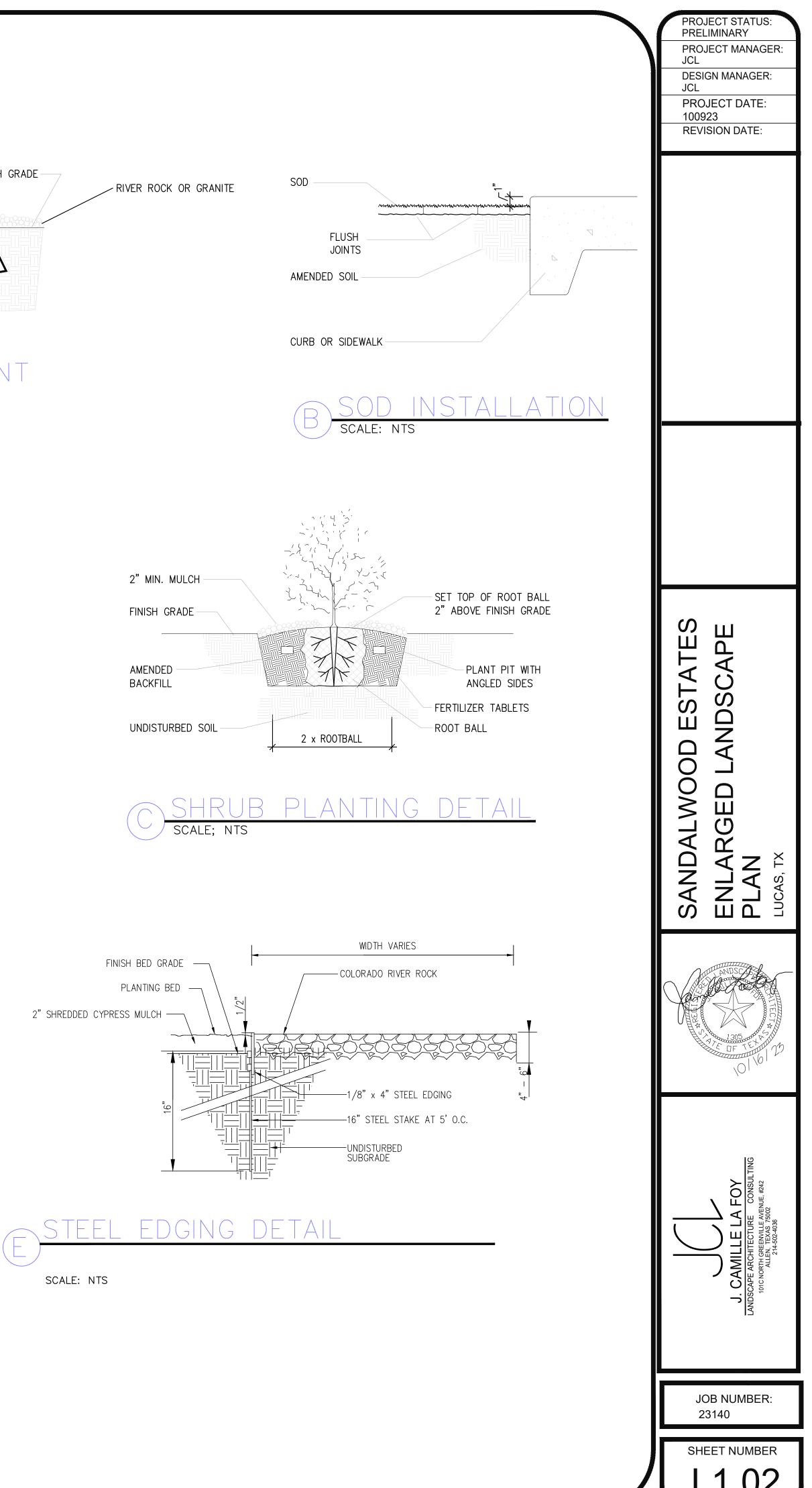
KEY RM CE RO BC KEY LP DEH DS NLL KEY AN MSA KEY

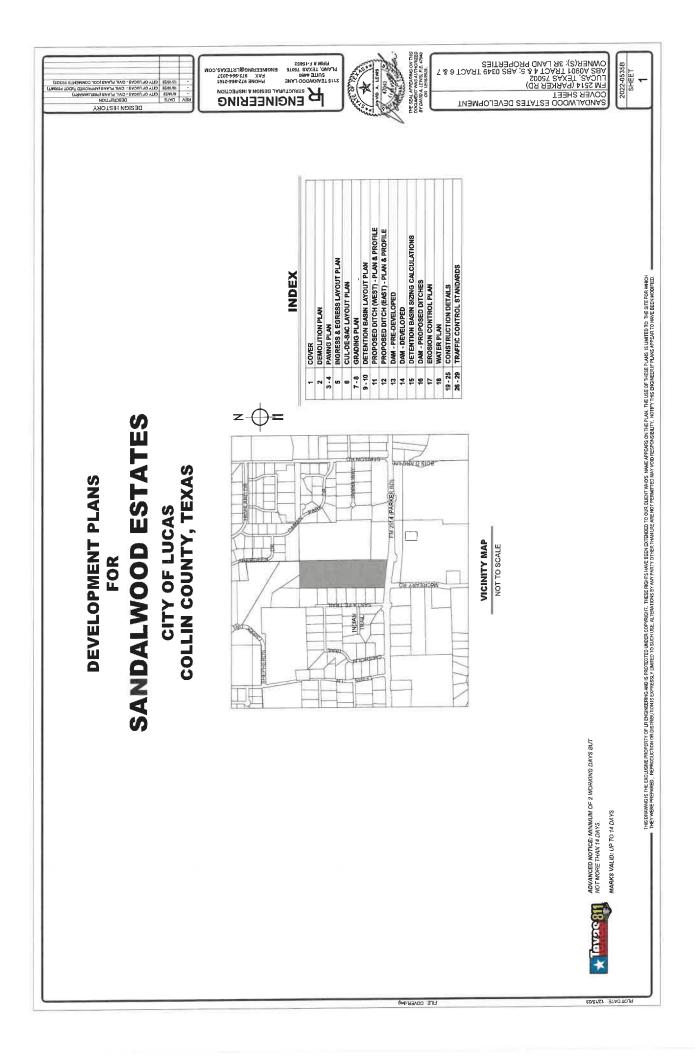
SC

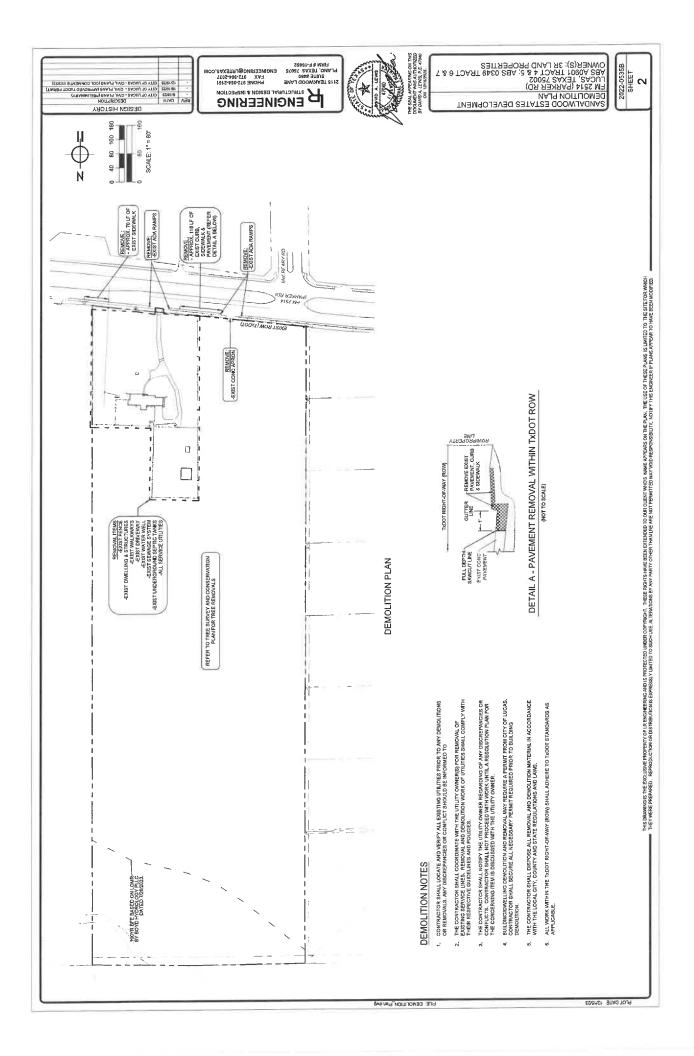
		1
QUANTITY	LARGE TREES DESCRIPTION	SIZE
16	ACER RUBRUM X 'AUTUMN GLORY' RED MAPLE	4" CAL., MIN. 4' SPD., MIN. 12 FT. HT.
15	ULMUS CRASSIFOLIA CEDAR ELM	4" CAL., MIN. 4' SPD., MIN. 12 FT. HT.
10	QUERCUS RUBRA RED OAK	4" CAL., MIN. 4' SPD, MIN. 12 FT. HT.
3	TAXODIUM DISTICHUM BALD CYPRESS	4" CAL., MIN. 4' SPD, MIN. 12 FT. HT.
QUANTITY	LARGE SHRUBS DESCRIPTION	<u>SIZE</u>
29	LOROPETALUM CHINENSE 'JAZZ HANDS' JAZZ HANDS LOROPETULUM	5 GAL., MIN. 24" HT.
71	DISTYLIUM 'EMERALD HEIGHTS' EMERALD HEIGHTS DISTYLIUM	5 GAL. <i>,</i> MIN. 24" HT.
8	DASYLIRION WHEELERI DESERT SPOON	5 GAL., MIN. 24" HT.
49	NANDINA DOMESTICA 'LEMON LINE' LEMON LIME NANDINA	5 GAL., MIN. 24" HT.
QUANTITY	ORNAMENTAL GRASSES DESCRIPTION	<u>SIZE</u>
24	YUCCA GLORIOSA VARIEGATA VARIEGATED ADAMS NEEDLE	1 GAL., 10" HT.
69	MUHLENBERGIA CAPILLARIS PINK MUHLY GRASS	1 GAL., 10" HT.
QUANTITY	BLOOMING DESCRIPTION	SIZE
100	SEASONAL COLOR	4" POT, 8" O.C.

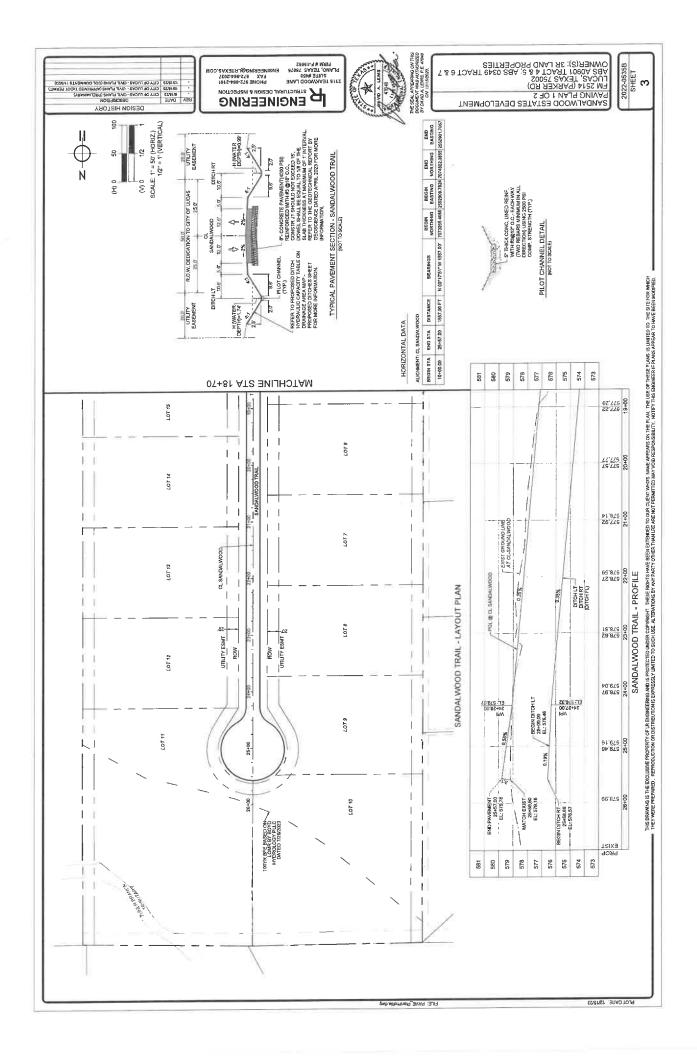


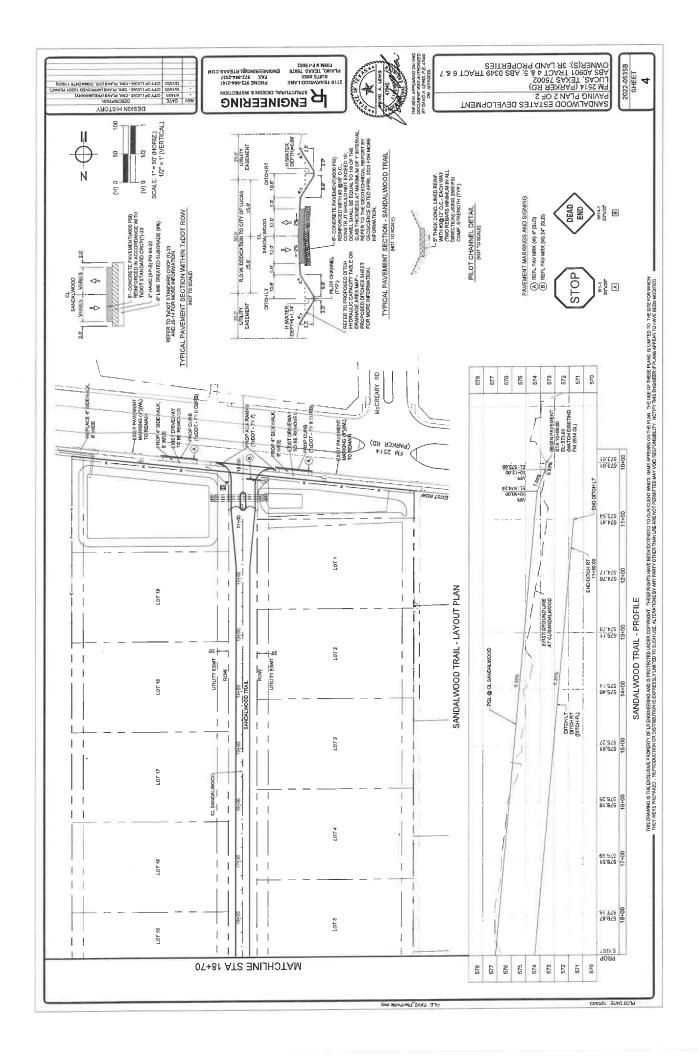


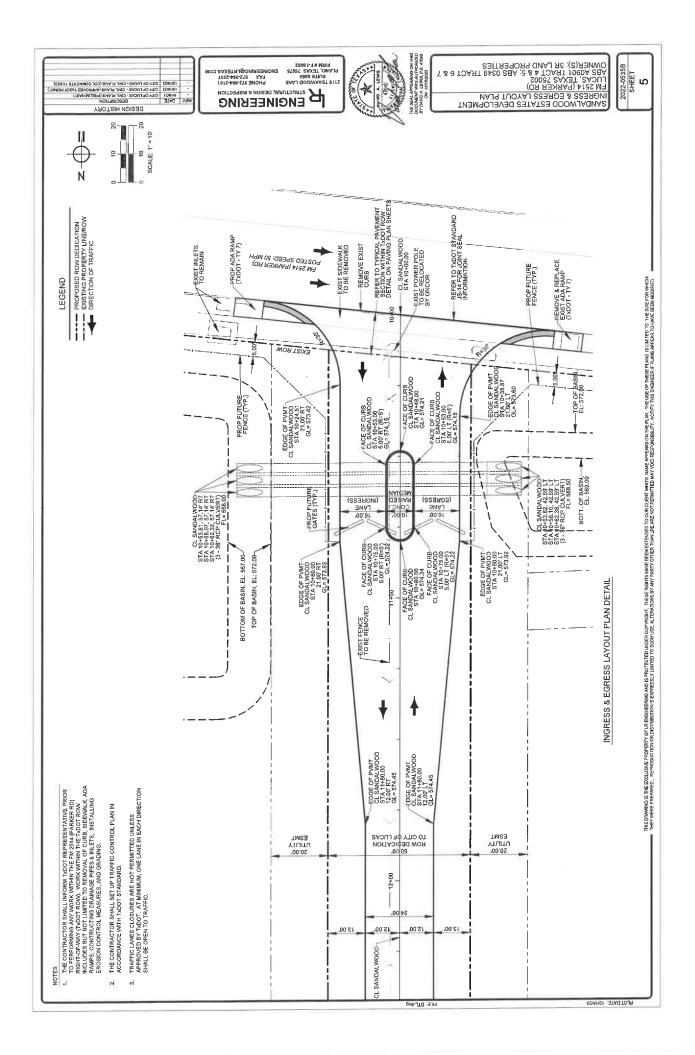


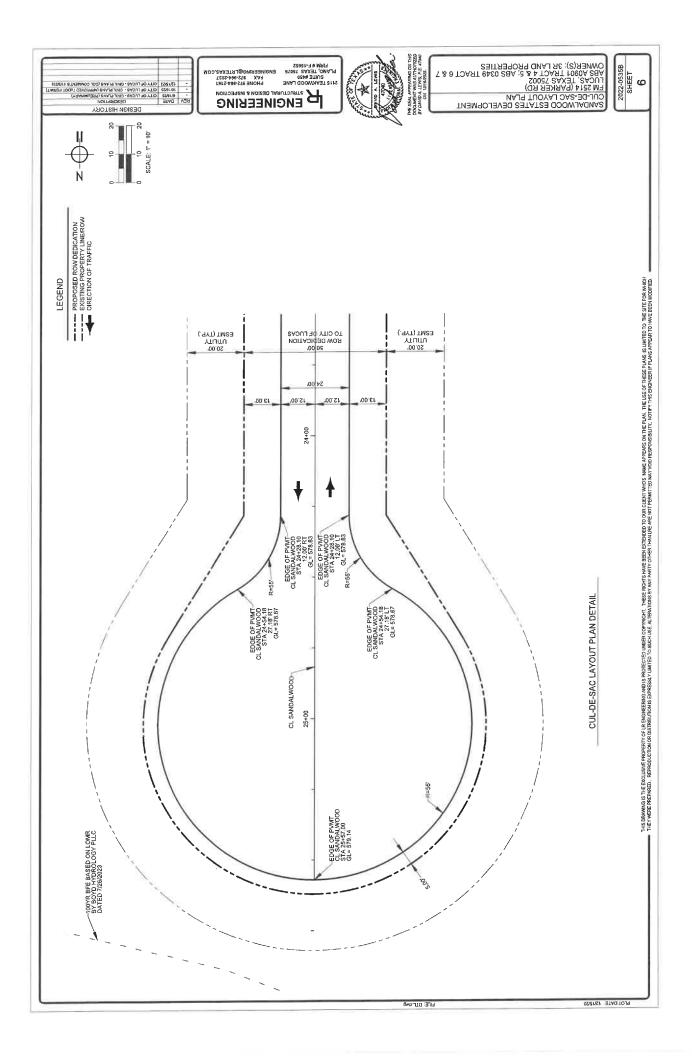


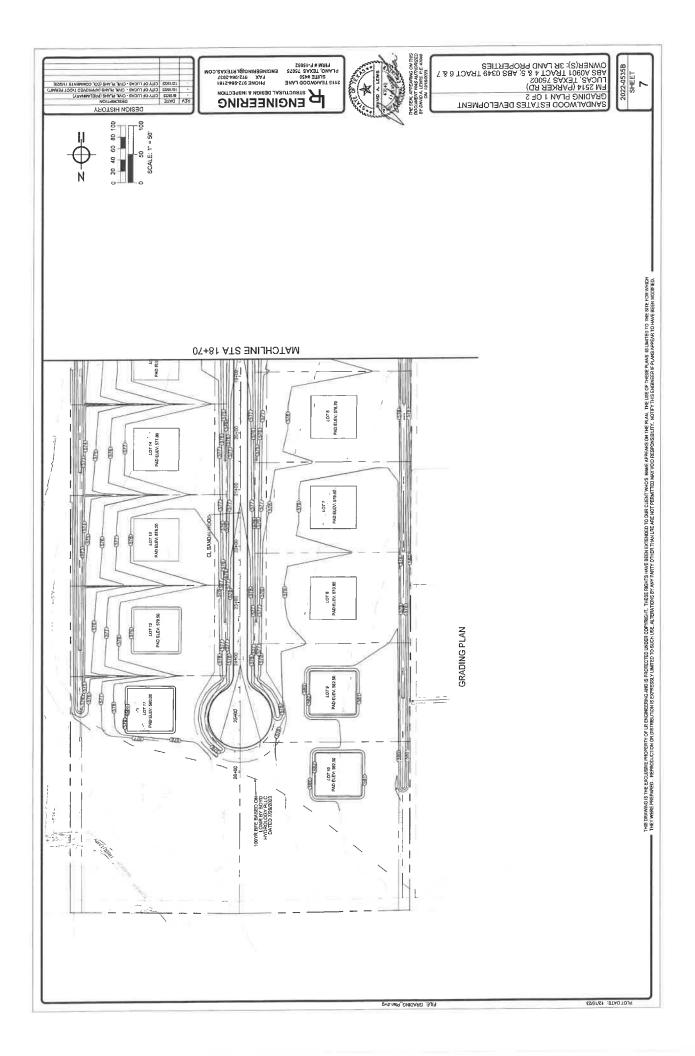


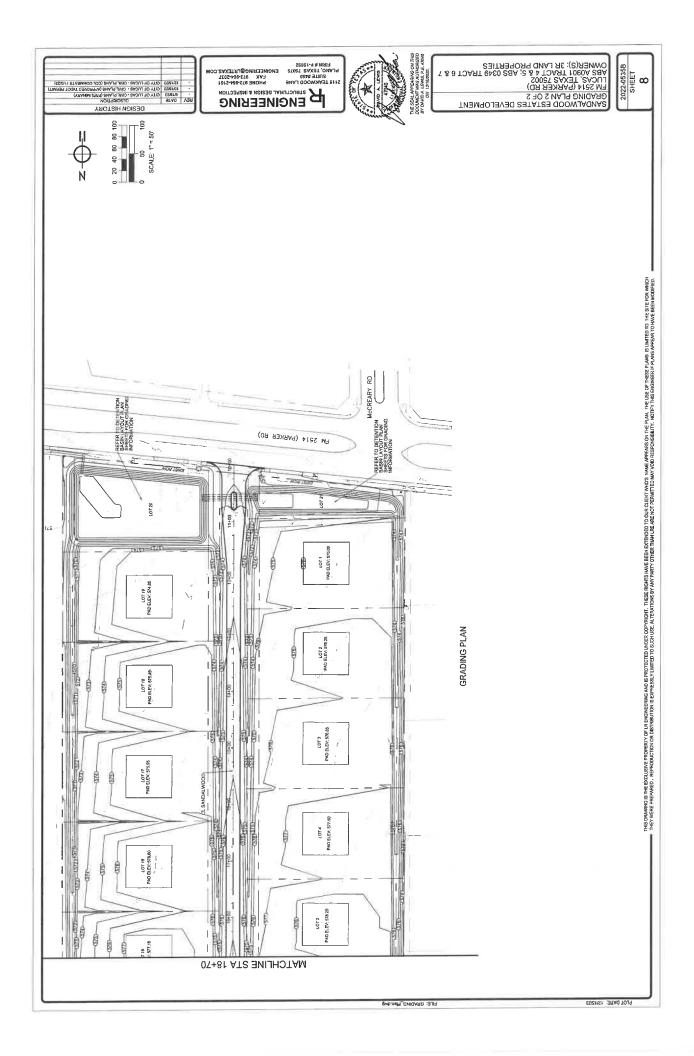


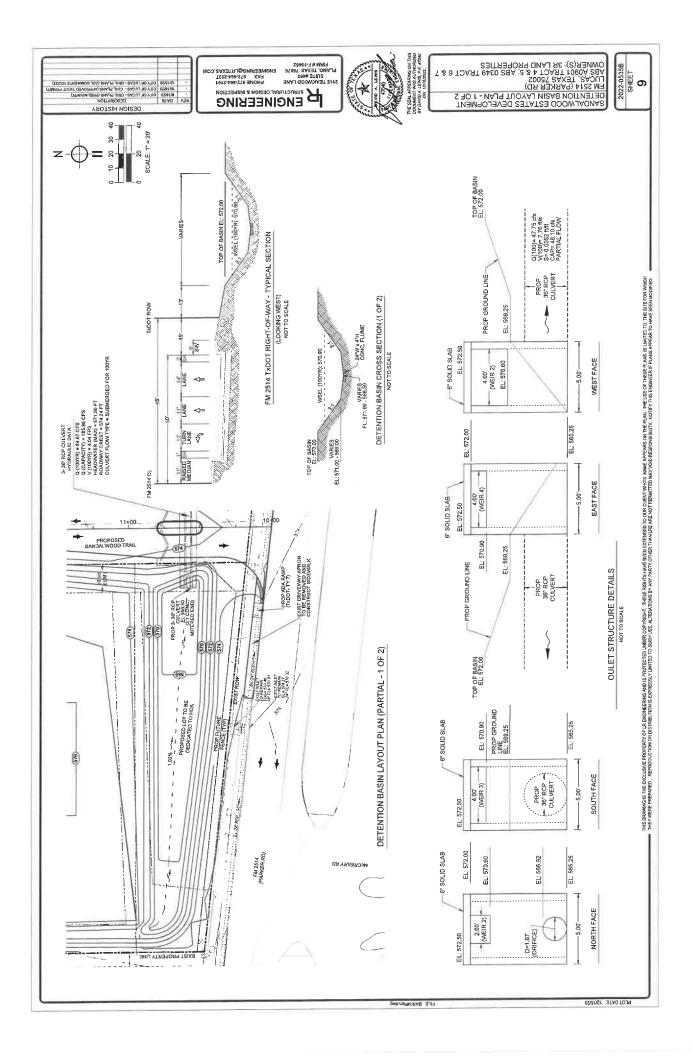


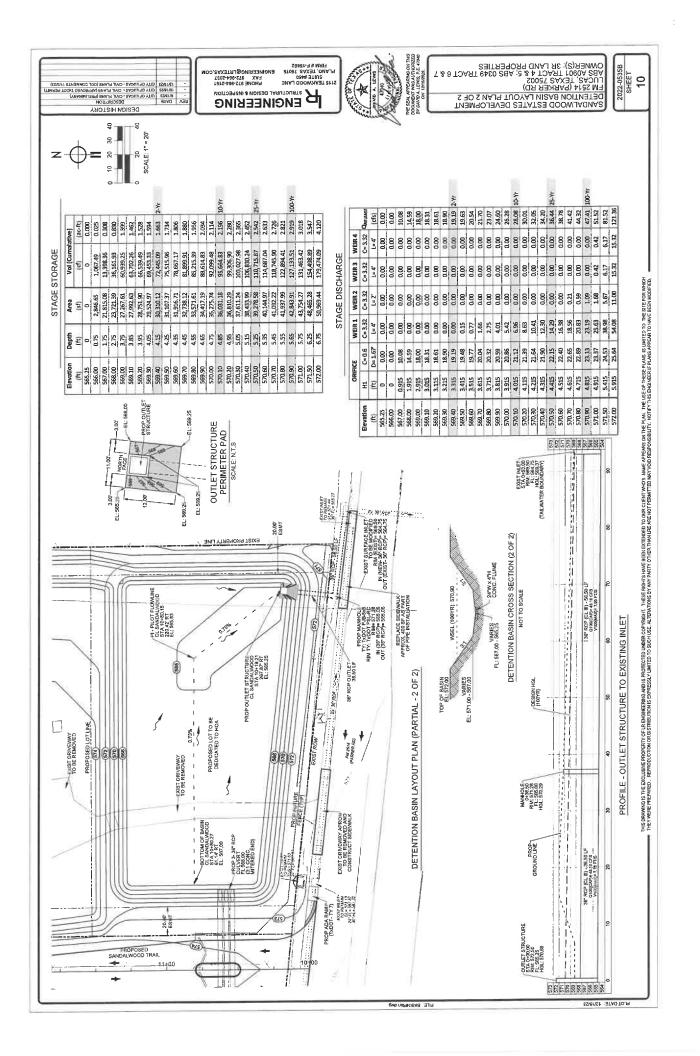


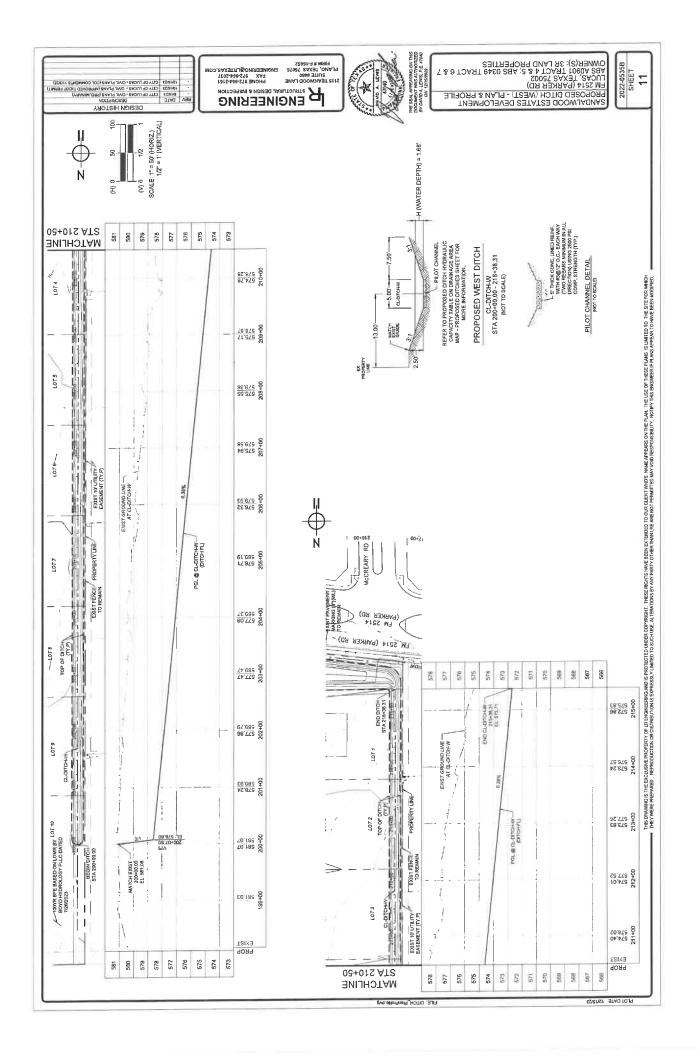


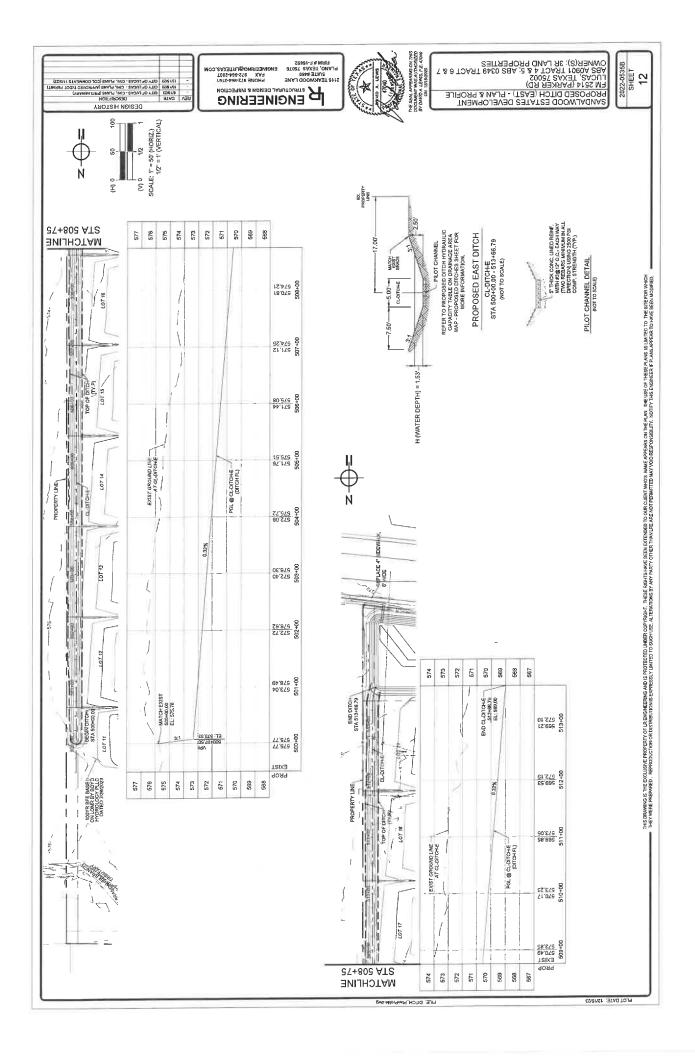


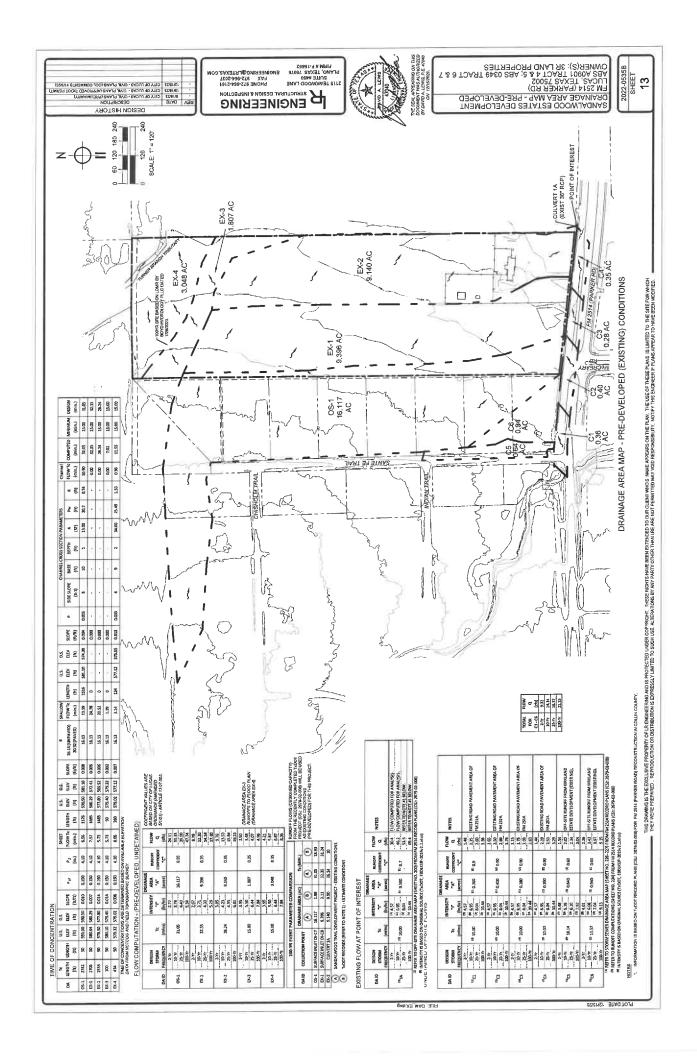


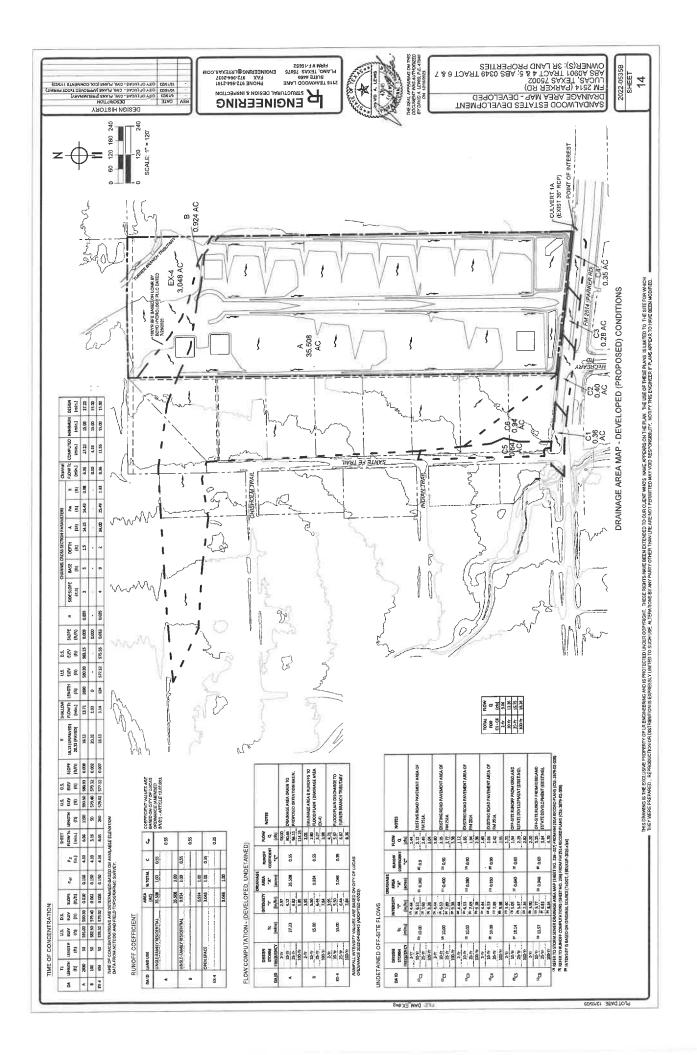




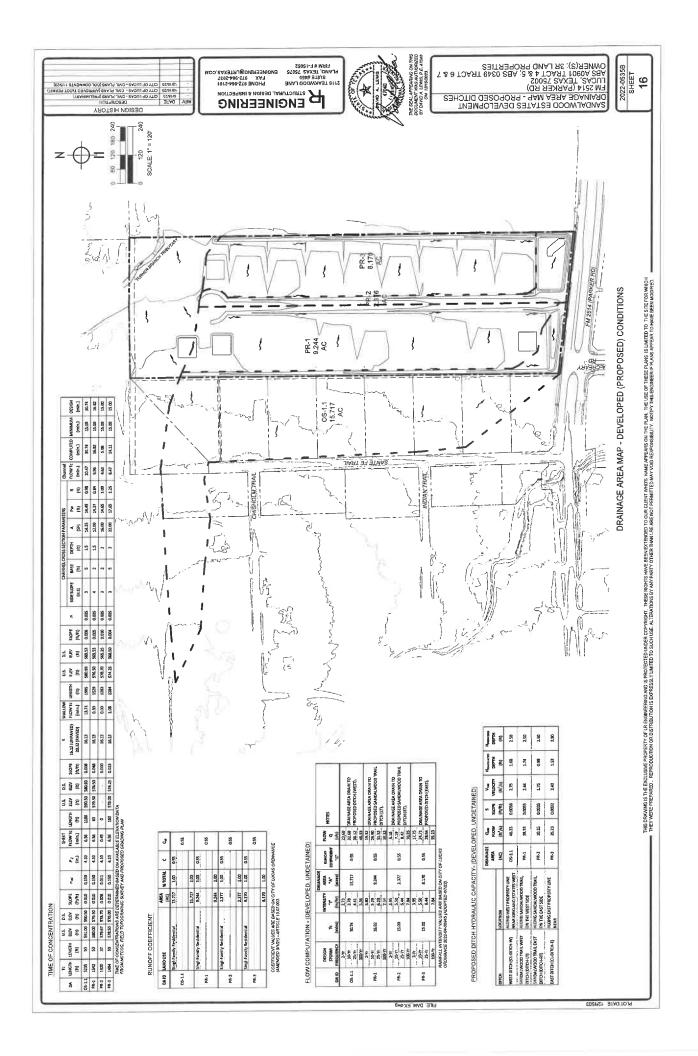


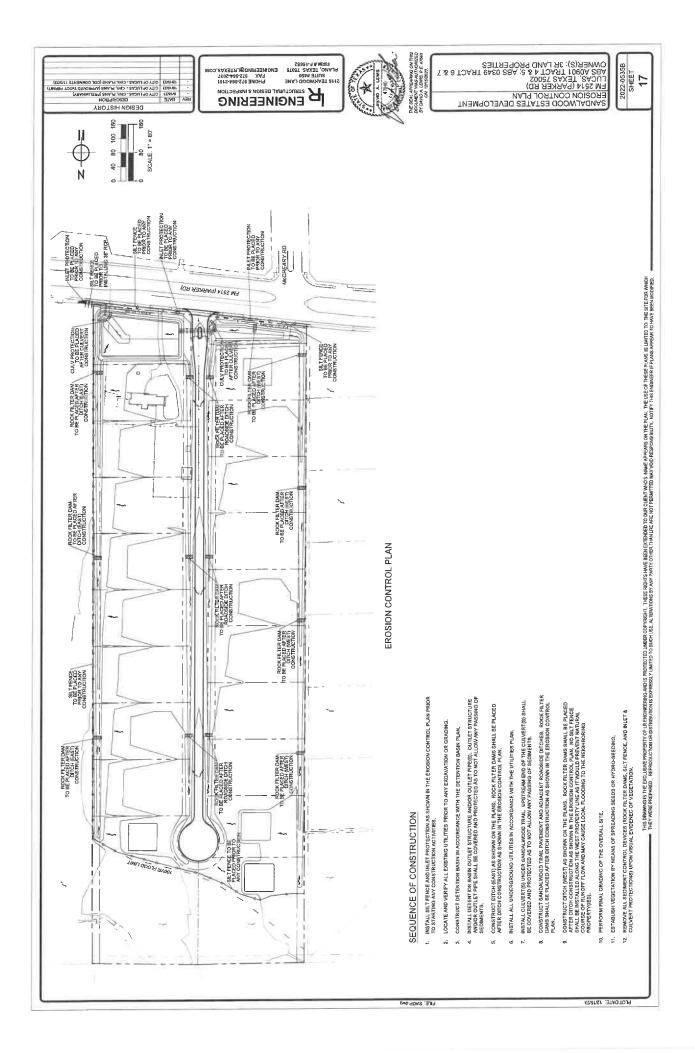


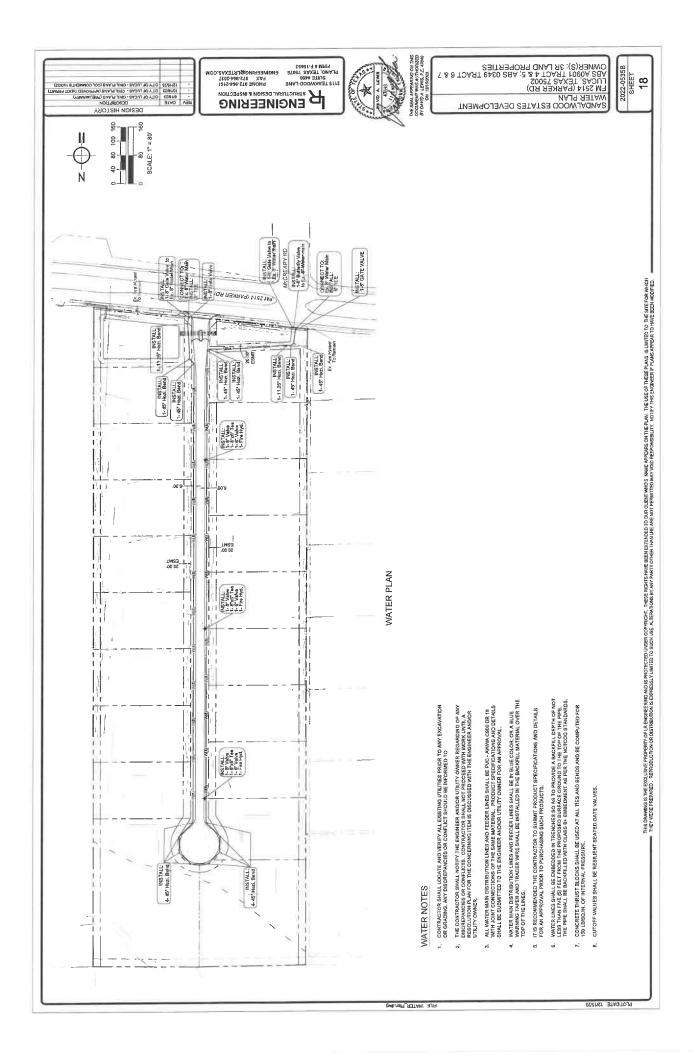


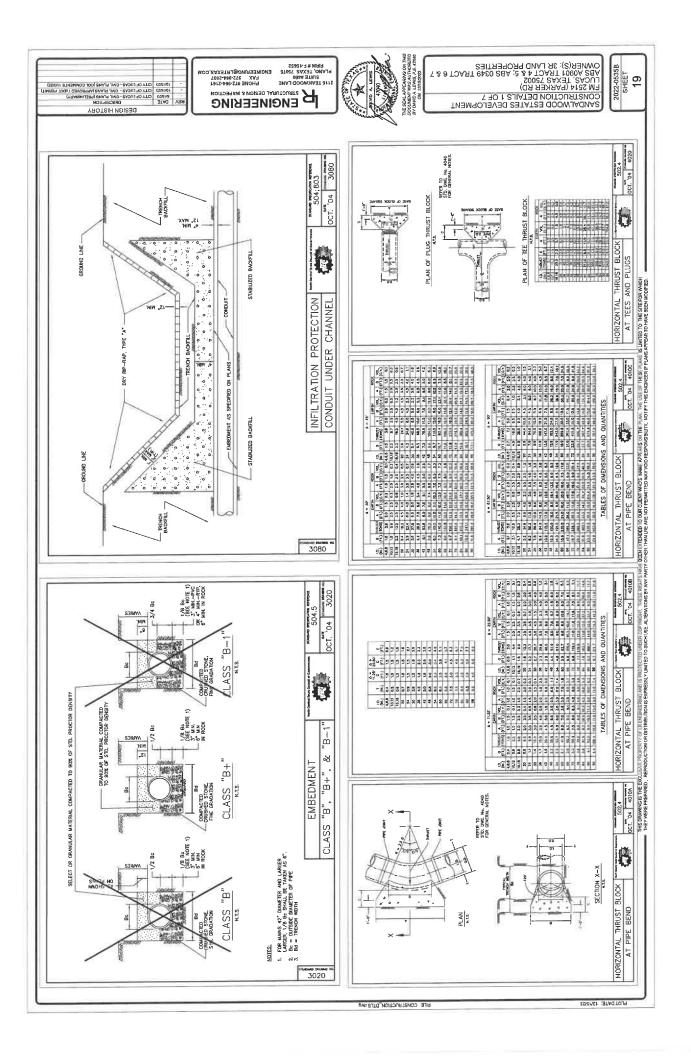


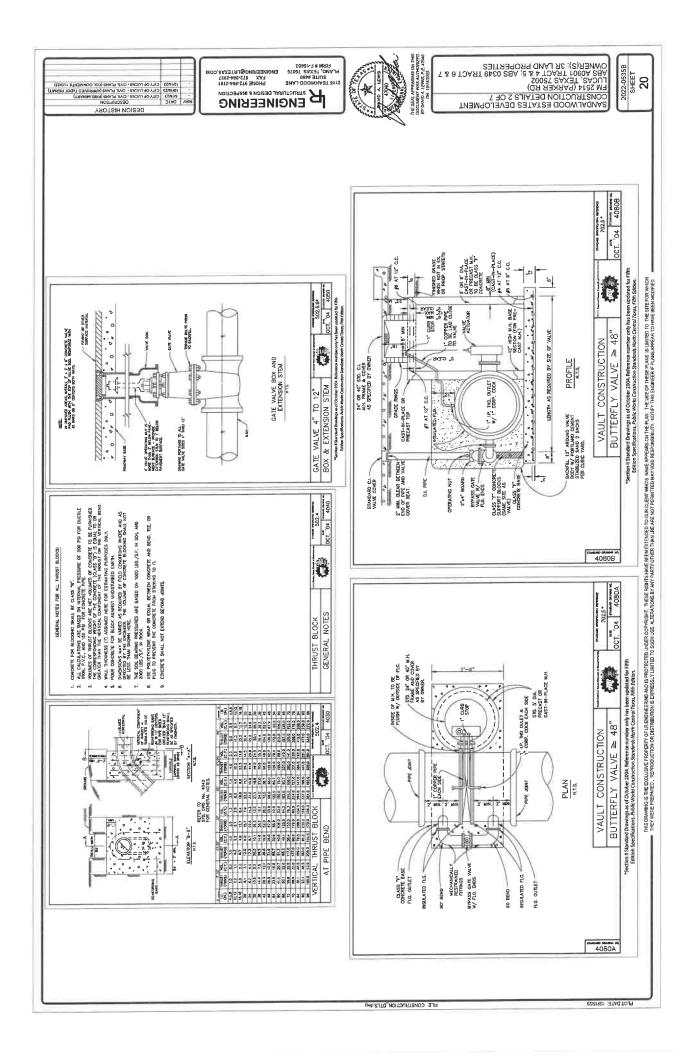
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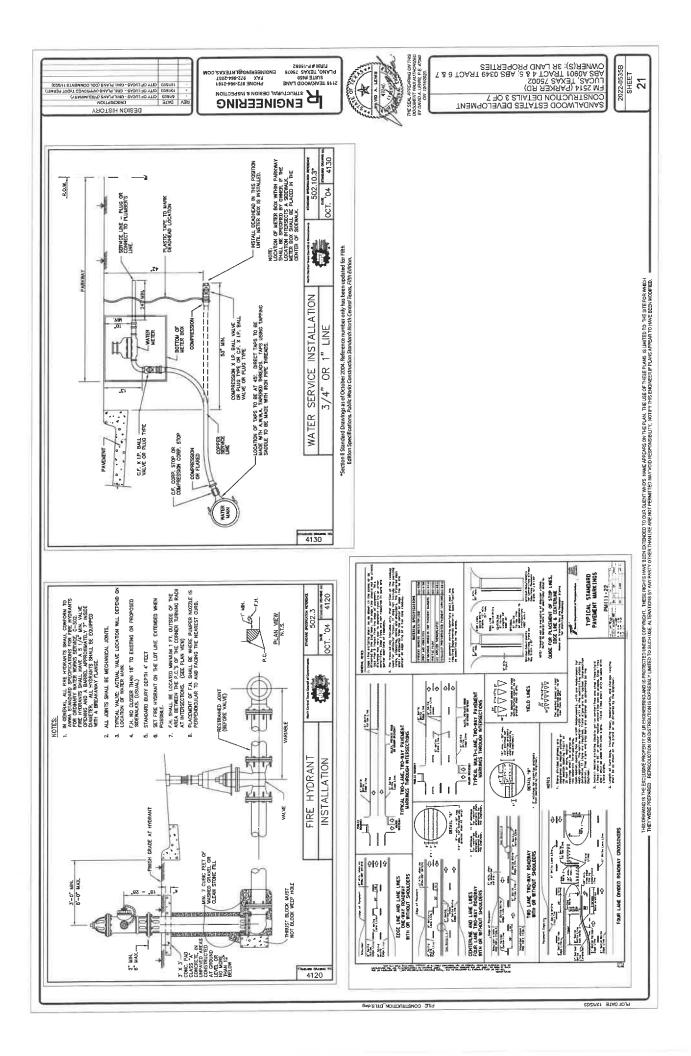


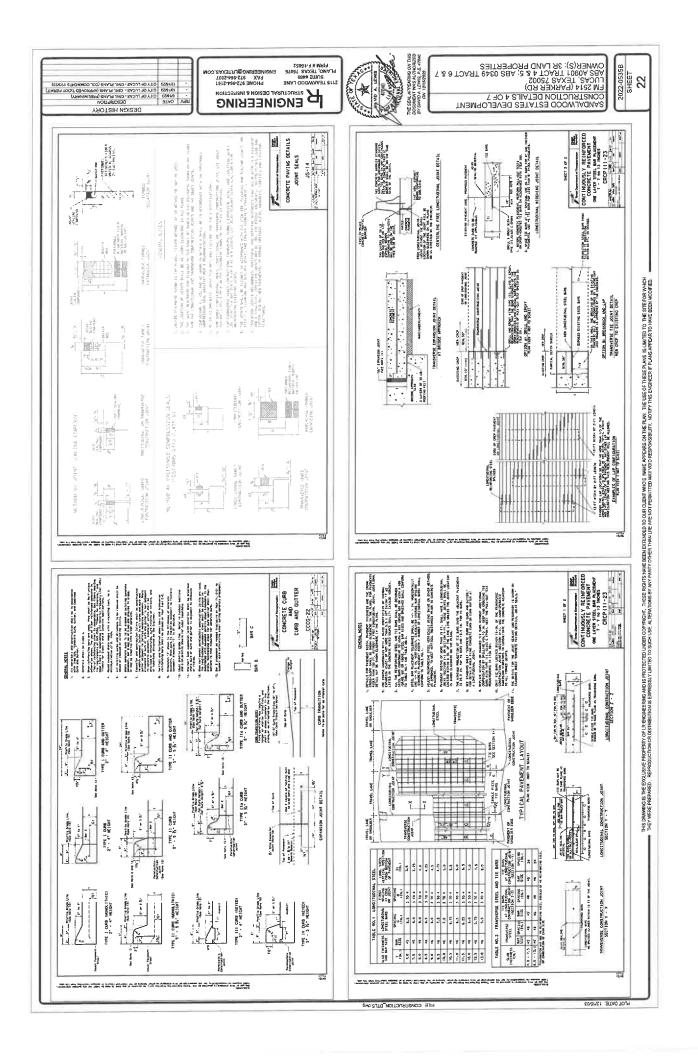


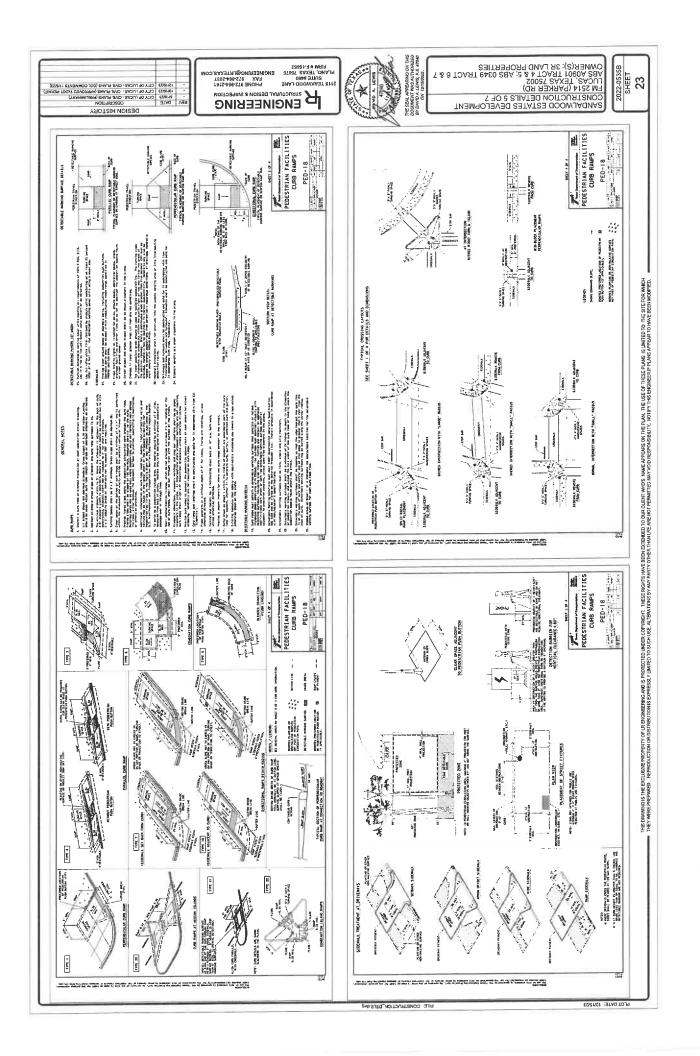


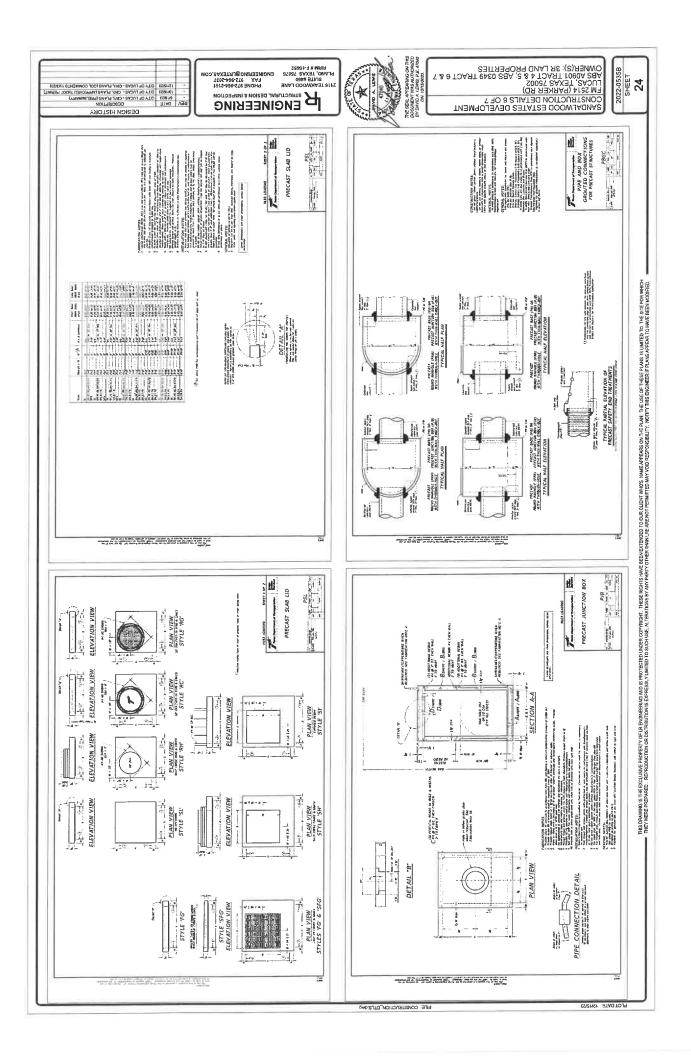


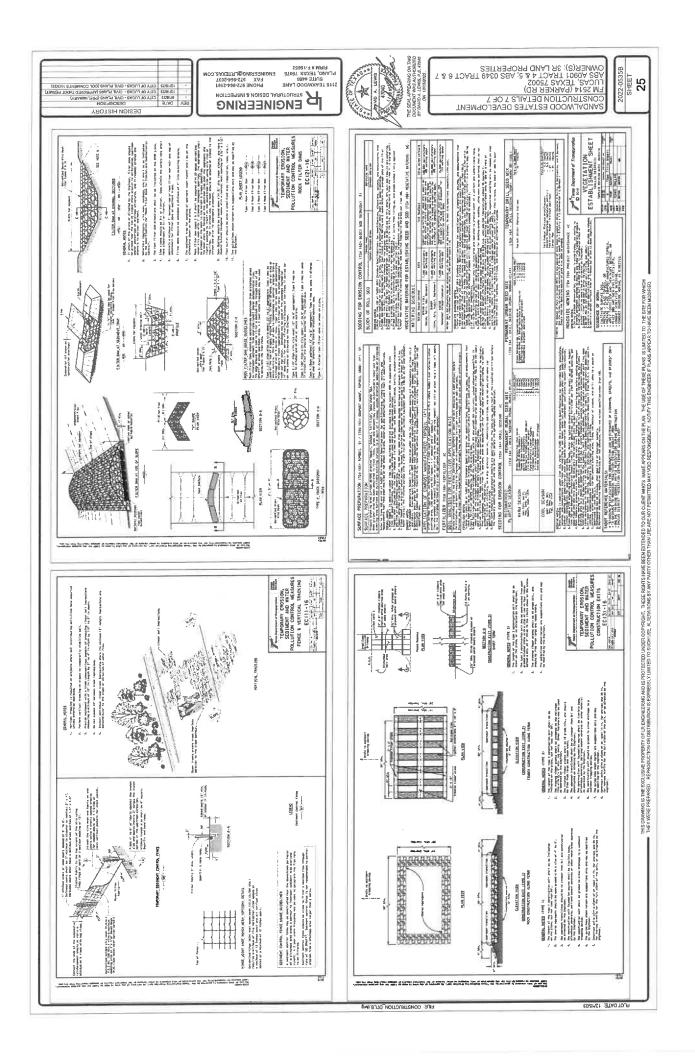


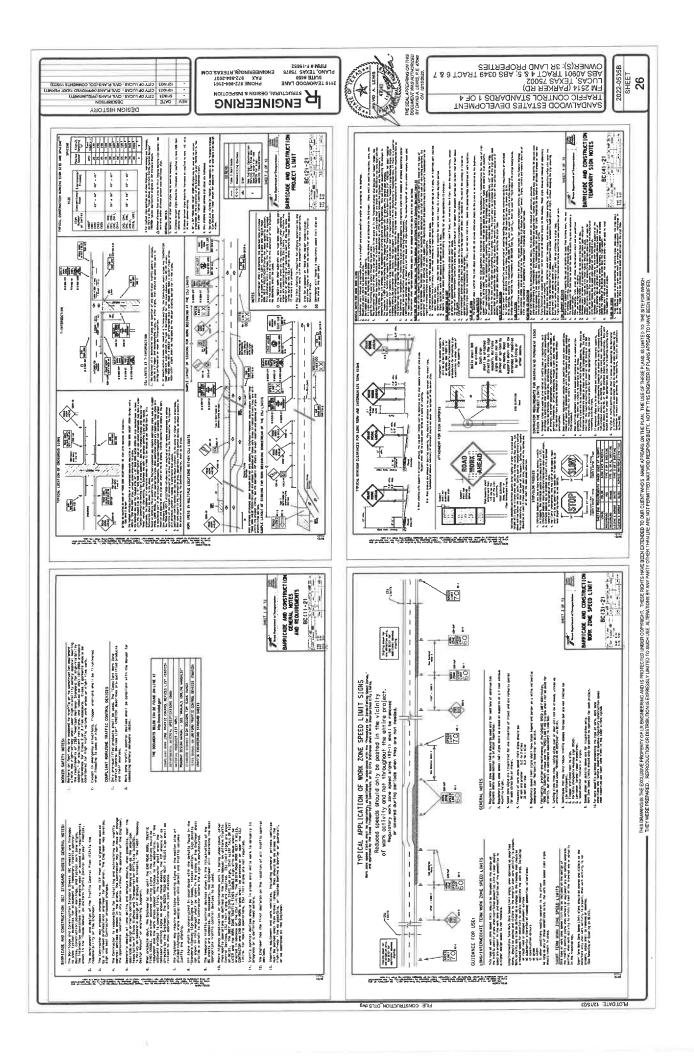


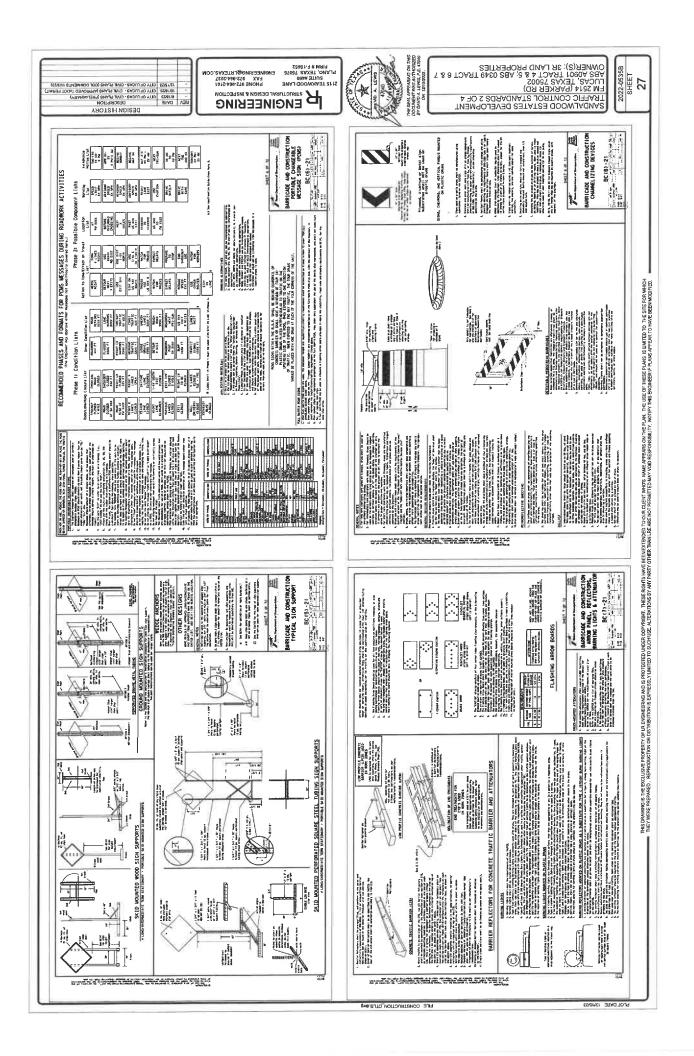


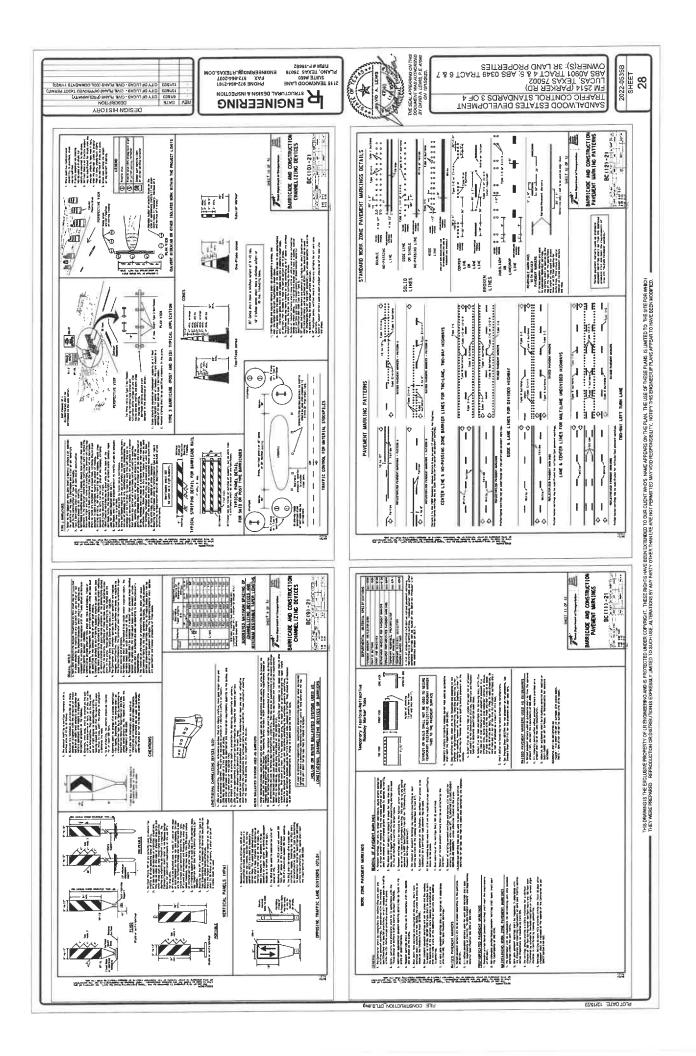


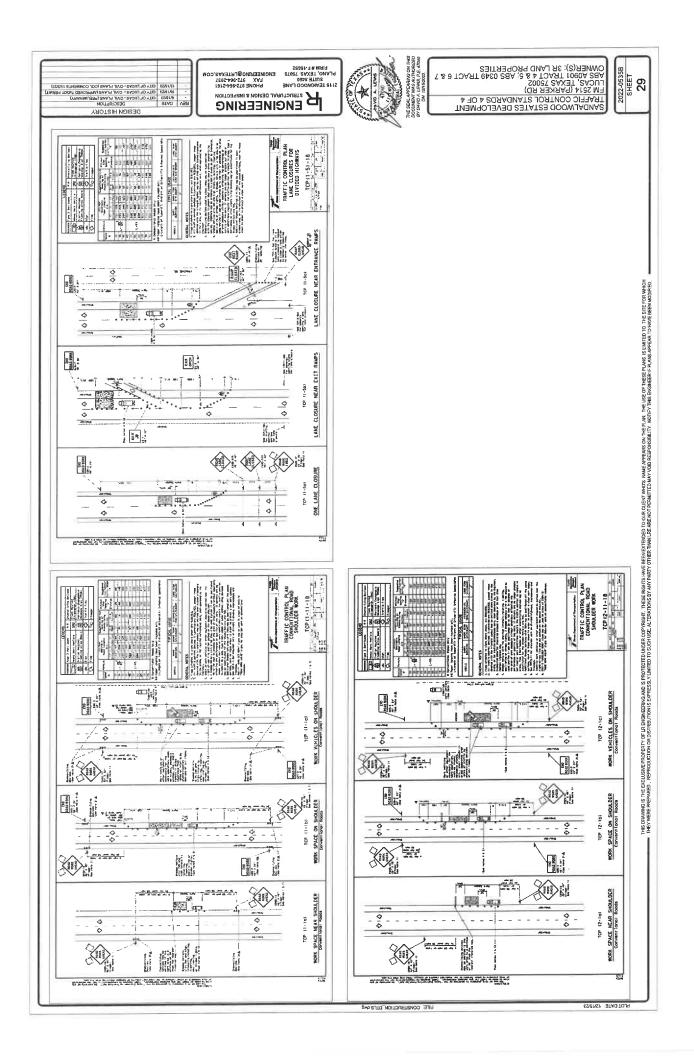














Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider entering into a Development Agreement with Caliber Collision for roadway improvements to McGarity Lane and reimbursing impact fees in an amount not to exceed \$56,801 which represents the fees to be collected.

Background Information

Caliber Collision is proposing a 16,000 square foot auto body repair and paint shop located on McGarity Lane. The property is zoned commercial business. Commercial business does require approval of a specific use permit (SUP) for the proposed use.

Caliber Collision came forward to the Planning and Zoning commission on August 10, 2023, to request approval of an SUP for the use. The request was denied. There was significant citizen input in the decision. Caliber Collision has met with the surrounding property owners and is trying to address the concerns residents expressed. One of the main complaints was the condition of McGarity Lane, and additional traffic. Citizens also asked for better screening, and additional landscape. Attached are conceptual elevations showing screening, and a landscape plan showing landscape. Staff would recommend attaching those documents to the SUP if the development agreement is approved.

Attachments/Supporting Documentation

- 1. Proposed Development Agreement
- 2. Proposed Landscape plan
- 3. Proposed Expanded view of road improvements, and distance from adjoining properties.
- 4. Conceptual Elevations

Budget/Financial Impact

The City's participation cost would include the following:

The City will collect impact fees at time of permit in the amount of \$56,801, developer will receive reimbursement of the impact fees (\$56,801) when road improvements are accepted, and copies of competitive bids have been submitted to the City.

Recommendation

Staff recommends approving as presented.



I make a motion to approve/deny a Development Agreement with Caliber Collision for roadway improvements to McGarity Lane and reimbursing impact fees in an amount not to exceed \$56,801 which represents the fees to be collected.

STATE OF TEXAS

DEVELOPMENT AGREEMENT

COUNTY OF COLLIN

This Development Agreement ("Agreement") is executed this __day of _____, 2024 by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City"), and Cross Development CC Lucas, LLC, a Texas limited liability company, duly qualified to transact business in the State of Texas ("Owner") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Cross Development CC Lucas, LLC, is the owner of the certain property located in Lucas, Texas, as more fully described in Exhibit "A" attached hereto (the "Property"), and which Owner desires to develop the Property in accordance with this Agreement, the City's development regulations, and other applicable City ordinances, including the construction of public improvement; and

WHEREAS, Owner intends to develop the Property and to design and construct certain Roadway Facilities (as defined below), on and for the benefit of the Property; and

WHEREAS, in association with the construction of the Development, the Parties find it to be in their mutual benefit and interest that Owner construct or cause to be constructed the Roadway Facilities (as defined below); and

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

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

Article I Definitions

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

"City" shall mean City of Lucas, Texas.

"City Engineer" shall mean City of Lucas City Engineer, or designee.

"Commencement of Construction" shall mean that: (i) the Construction Documents have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Roadway Facilities; (ii) all necessary permits for the construction of the Roadway Facilities

pursuant to the Construction Documents therefore have been issued by all applicable governmental authorities; and (iii) grading of the Roadway Facilities has commenced.

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

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

"Owner" shall mean Cross Development CC Lucas, LLC, a Texas limited liability company, and any subsequent owner of any portion of the Property.

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

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

"Property" shall mean the real property described on Exhibits "A" attached hereto.

"Roadway Facilities" shall mean the design and construction to resurface and widen McGarity Lane from the intersection of Angel Pkwy four hundred five (405) linear feet east plus an additional one hundred twenty (120) linear foot taper down from twenty-four (24) feet wide to existing width. The proposed base shall widen the roadway to twenty-four (24) feet wide with a sub-grade consisting of five percent (5%) cement stabilized base 6" deep. The pavement shall be a minimum of three (3) inches thick and twenty-four (24) feet wide of Type D asphalt concrete pavement (ACP), and a one foot (1) shoulder in accordance with the current City of Lucas Standard Construction Details and as depicted in Exhibit "B" in accordance with the Construction Documents.

Article II Term; Termination

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

Article III Roadway Facilities

3.1. <u>Roadway Facilities.</u> At the time building permits have been issued for the Owner's intended use as shown on the site plan attached hereto as Exhibit "C" (the "Site Plan"), Owner shall cause the Commencement of Construction of the Roadway Facilities. Owner shall cause the Completion of Construction to occur with 180 days after the Commencement of Construction. Subject to events of Force Majeure, Owner agrees to design and construct the Roadway Facilities in accordance with the applicable standards, ordinances, and regulations adopted by the City ("City of Lucas Standard Construction Plans"). Owner shall submit plans for the design and construction of the Roadway Facilities ("Construction Plans") to the City Engineer for review and approval. Subject to extensions for delay or caused by events of Force Majeure and to the City's approval of the Approved Plans, Owner agrees, at Owner's sole cost, to construct or cause the construction of the Roadway Facilities. Upon Completion of Construction, Owner shall provide City with construction pay applications and maintenance bonds and

such other records as City may reasonably request to document the actual costs of the design and construction of the Roadway Facilities.

3.2. <u>City's Participation</u>. The City will calculate the impact fees in connection with the issuance of building permits to Owner for the construction costs of Roadway Facilities. The City agrees to be responsible for the cost of the Roadway Facilities in the amount not to exceed Owner's impact fee as calculated by the City (the "City's Cost Participation"). The Owner shall be responsible for any costs that exceed the City's Cost Participation. Upon the Completion of Construction, the City shall deliver the City's Costs Participation to the Owner within 120 days of acceptance of improvements.

3.3. <u>Maximum Participation</u>. In no case shall the City Cost Participation to the Roadway Facilities exceed the amount calculated pursuant to Section 3.2, whether constructed by Owner or another party ("the Development Infrastructure"), unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

3.4. <u>Development Requirements</u>. The improvements shall be developed in accordance with the Site Plan and in accordance with the City of Lucas Development Regulations and other applicable City Ordinances in effect at the time the preliminary plat is filed and approved by the City Council.

Article IV General

4.1 <u>Early Plat Recording.</u> The Owner may record a final plat before the final public improvements are completed and accepted as approved by the City.

Article V Termination

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

Article VI Miscellaneous

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

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

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

CITY OF LUCAS/CROSS DEVELOPMENT CC LUCAS, LLC: AGREEMENT - PAGE 3 **Commented [AW1]:** Didn't see specific timing on the reimbursement of costs for construction.

OWNER'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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

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

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

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

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

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

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

If intended for Owner, to:	With copy to:
Cross Development CC Lucas, LLC 4317 Marsh Ridge Road Carrollton, TX 75010	Byrd Campbell, P.A. Attn: Andrew Ward 180 Park Avenue North, Suite 2A Winter Park, FL 32789
If intended for City, to:	With a copy to:
City of Lucas Attn: Joni Clarke, City Manager 665 Country Club Road Lucas, Texas 75002	Joseph J. Gorfida, Jr. Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 NB. Akard Dallas, Texas 75201

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

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

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

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

6.15 <u>Recitals</u>. The recitals to this Agreement are incorporated herein and are found to be true and correct.

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

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

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

6.19 <u>Recordation of Agreement</u>. An original of this Agreement shall be recorded in the Deed Records of Collin County, Texas.

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

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

(signature page to follow)

EXECUTED as of the date first above written.

CITY:

OWNER:

CITY OF LUCAS, TEXAS

CROSS DEVELOPMENT CC LUCAS, LLC, a Texas limited liability company

By:

By

Joni Clarke, City Manager

By: Joe Dell, Executive Vice President

Approved as to Form:

Joseph J. Gorfida, Jr. City Attorney (10-20-15/73930)

THE STATE OF TEXAS § COUNTY OF COLLIN

ş ş

This instrument was acknowledged before me on the ____ day of ____, ____, by Joni Clarke, City Manager of City of Lucas, Texas, a municipal corporation on behalf of such municipal corporation.

Notary Public in and for the State of Texas

THE STATE OF TEXAS	ş
	ş
COUNTY OF DENTON	§

This instrument was acknowledged before me on the ____ day of ____, ___, by Joe Dell, Executive Vice President of Cross Development CC Lucas, LLC, a Texas limited liability company, on behalf of the company.

Notary Public in and for the State of Texas

EXHIBIT "A" Property

Tract 1:

WHEREAS Pennington Partners, LTD are the owners of a 1.742 acre tract of land situated in the William Snider Survey, Abstract Number 821, being a portion of a tract of land described in deed recorded in Volume 5184, Page 1102, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch rebar found for the southeast corner of 57 Ten Partners, LLC by deed recorded in Instrument Number 20220328000492830, Official Public Records, Collin County, Texas;

THENCE North 00 degrees 51 minutes 30 seconds West, with an east line of said 57 Ten tract, a distance of 5.48 feet to a 5/8 inch rebar capped "TRAVERSE LS PROP COR" set for corner and being THE POINT OF BEGINNING;

THENCE North 00 degrees 51 minutes 30 seconds West, with the east line of said 57 Ten tract, a distance of 201.00 feet to a 5/8 inch rebar capped "TRAVERSE LS PROP COR" set for the northeast corner of said 57 Ten tract, same being the south right-of-way line of McGarity Lane;

THENCE North 89 degrees 23 minutes 14 seconds East, with the south line of said McGarity Lane, a distance of 378.00 feet to a 5/8 inch rebar capped "TRAVERSE LS PROP COR" set for corner;

THENCE South 00 degrees 36 minutes 46 seconds East, departing the south right-of-way line of said McGarity Lane, over, across and upon said Pennington Partners tract, a distance of 201.00 feet to a 5/8 inch rebar capped "TRAVERSE LS PROP COR" set for corner;

THENCE South 89 degrees 23 minutes 14 seconds West, over, across and upon said Pennington Partners tract, a distance of 377.14 feet to THE POINT OF BEGINNING and containing 75,891 square feet or 1.742 acres of land, more or less.

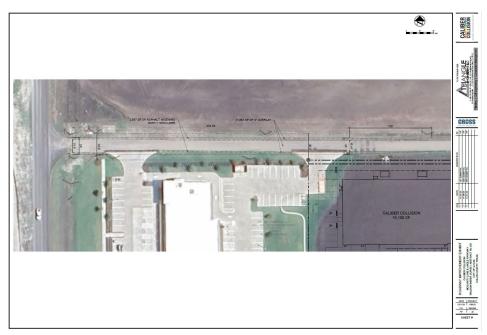
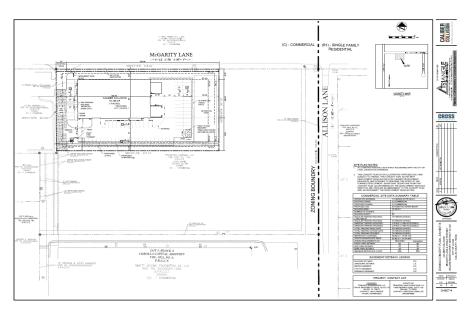
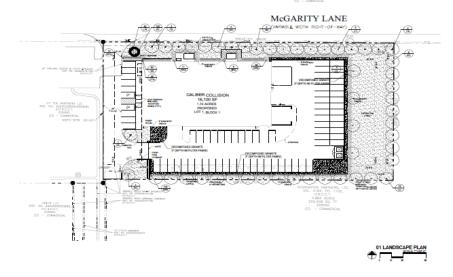


EXHIBIT "B" City of Lucas Standard Construction Details

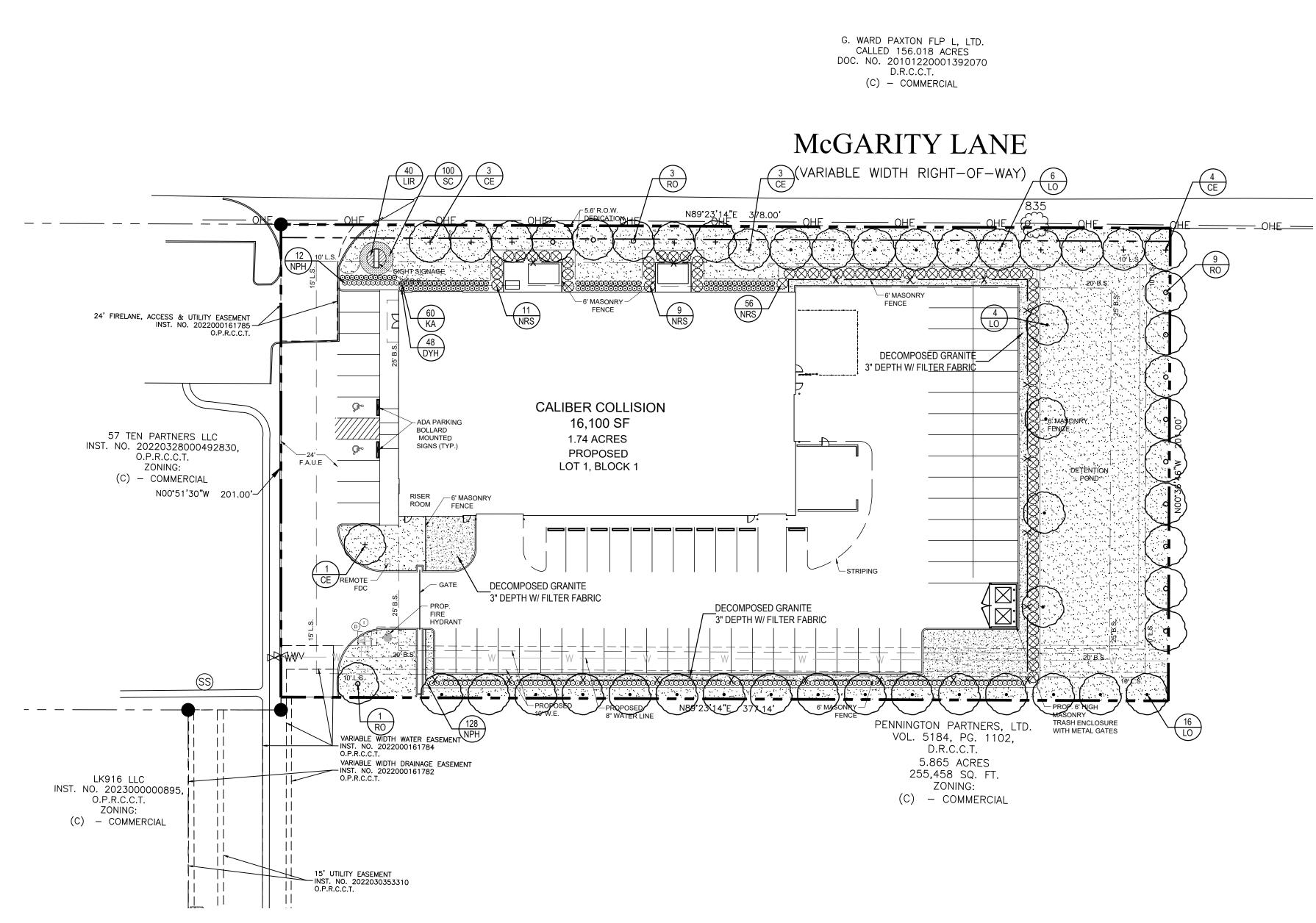




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 (C) - CDMMERCAL



4889-1690-3581, v. 1



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				SCALE 1"=30'-	0"
Ú (0	15	30		60

GENERAL LAWN NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
- 2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE 4. REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES 5. COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, 6. CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
- 7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF ARFAS.
- ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- 3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- 4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- 5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE 6. FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES. 7.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL 8. ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN 9 ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- 10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

PLANT MATERIAL SCHEDULE

TREES				
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE
CE	11	Cedar Elm	Ulmus crassifolia	3" cal.
LO	26	Live Oak	Quercus virginiana	3" cal.
RO	13	Red Oak	Quercus shumardii	3" cal.
SHRUBS				
TYPE	QTY.	COMMON NAME	BOTANICAL NAME	SIZE
DYH	48	Dwarf Yaupon Holly	llex vomitoria 'Nana	5 gal.
KA	60	Kaleidoscope Abelia	Abelia grandiflora 'Kaleidoscope'	5 gal.
NPH	140	Needlepoint Holly	llex x cornuta 'Needlepoint'	5 gal.
NRS	76	Nellie R. Stevens	llex x 'Nellie R. Stevens'	30 gal.
GROUNE	COVERS			
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE
LIR	40	Liriope 'Super Blue'	Liriope muscari 'Super Blue'	4" pots
SC	100	Seasonal Color		4" pots
		'419' Bermudagrass	Cynodon dactylon '419'	
l			1	

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

- CURBS.

landscape area

Required 11,065.84 s.f. (15%) STREET FRONTAGE

McGarity Lane (378 L.F.) Required (19) Trees (152) Shrubs

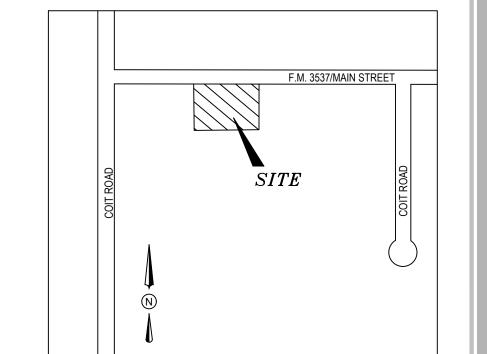
PARKING LOT PERIMETER EDGE Requirements: (1) shade tree and (8) shrubs per 20 l.f. of perimeter length

East (170 L.F.) Required (9)Trees (68) Shrubs

South (256 L.F.) Required (13)Trees (104) Shrubs

PARKING LOT (11 spaces) Requirements: One (1) tree for every 10 parking spaces. 5% of the total parking area to have landscape. (7,000-49,999 s.f. - 5%) Area: 7,529.86 s.f.

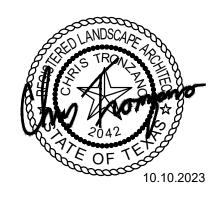
Required (1) Trees 376.50 (5%)



VICINITY MAP

N.T.S.

LANDSCAPE ARCHITECT STUDIO GREEN SPOT, INC 1782 W. McDERMOTT DR. ALLEN, TEXAS 75013 (469) 369-4448 CHRIS@STUDIOGREENSPOT.COM



Ζ OLLISIC C CALIBER

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ISSUE:	
FOR APPROVAL 10.10.2023	

DATE: 10.10.2023

SHEET NAME: LANDSCAPE PLAN

SHEET NUMBER:

LANDSCAPE NOTES

CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.

2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.

3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.

5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR

6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.

7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE TABULATIONS

SITE REQUIREMENT: 15% of gross lot (excluded ROW) to be Site Area: 73,772.24 s.f. Provided

Requirements: (1) shade tree and (8) shrubs per 20 l.f. of street frontage.

> Provided (19) Trees (42) Shrubs**, 5' ht. +

> > (108) Shurbs, 5 gal.

25,397.01 s.f. (25%)

Provided (9) Trees

(34**) Shrubs, 5' ht.

Provided (16) Trees (128) Shrubs, 5 gallon

**5' HT. SHRUBS SUBSTITUTED FOR 5 GAL SHRUBS

REMARKS

Provided (2) Trees 871.2 (12%)

B&B, 12' ht., 5' spread min., 5' clear trunk container, 12' ht., 6' spread, 5' clear straight trunk container, 12' ht., 6' spread, 5' clear straight trunk REMARKS

container, 24" ht., 20" spread

container, 18" ht., 18" spread container, 18" ht., 18" spread container, 5' ht., 48" spread

REMARKS

container full, well rooted, 10" o.c. selection by owner, well rooted, 10" o.c. Solid Sod refer to notes

EASEMENT/SETBACK LEGEND

BUILDING SET BACK LANDSCAPE SETBACK WATER EASEMENT UTILITY EASEMENT DRAINAGE EASEMENT FIRE LANE, ACCESS & UTILITY EASEMENT

PROJECT CONTACT LIST

ENGINEER TRIANGLE ENGINEERING LLC 1784 W. McDERMOTT DRIVE, SUITE 110 ALLEN, TX. 75013 CONTACT: JACK ZANGER PHONE: 918-565-3820

OWNER/DEVELOPER CROSS DEVELOPMENT 4336 MARSH RIDGE CARROLLTON, TEXAS 75010 CONTACT: JAKE SEATON PHONE: 727-348-1240

B.S.

L.S.

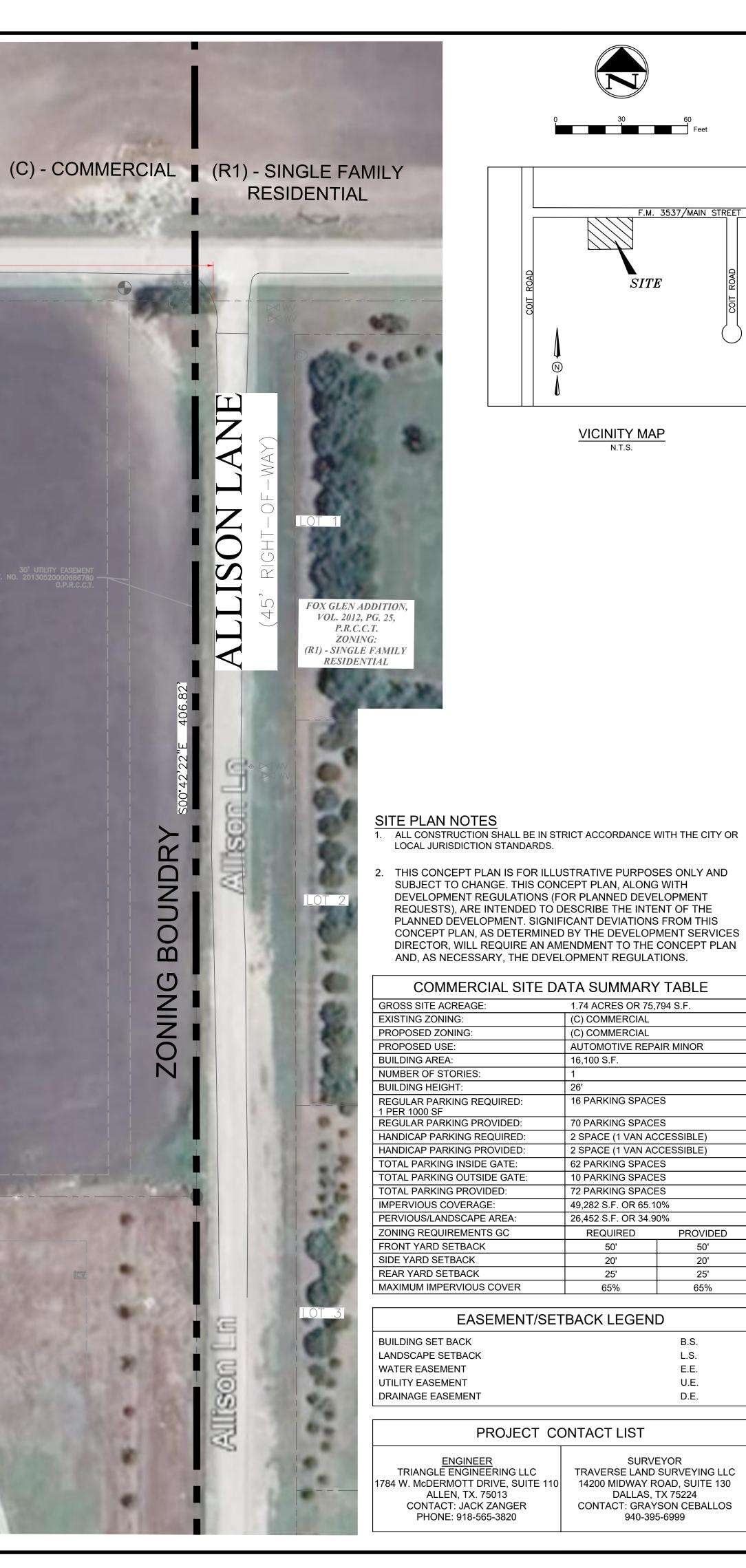
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D.E.

F.A.U.E.





	CALIBER COLLISION RESTORING THE RHYTHM OF YOUR LIF
TX PE FIRM #11525	T: 469.331.85661 F: 469.213.7145 1 E: info@triangle-engr.com W: triangle-engr.com W: triangle-engr.com Danning Civil Engineering Construction Management
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BΥ	<u></u> <u> </u>
DESCRIPTION	1ST SUBMITTAL
DATE	10-30-23
ON	~
	KARTAVYA S. PATEL 97534 97534 97534 10/30/2023
	ZONING CONCEPT PLAN - EXHIBIT B CALIBER COLLISION MCGARITY LANE & ANGLE PARKWAY WILLIAM SNIDER SURVEY ABSTRACT No. 821 CITY OF LUCAS COLLIN COUNTY, TEXAS
	DATE PROJECT 0/30/23 035-23 P.E. DESIGN
	кр ј _{JZ} SHEET #

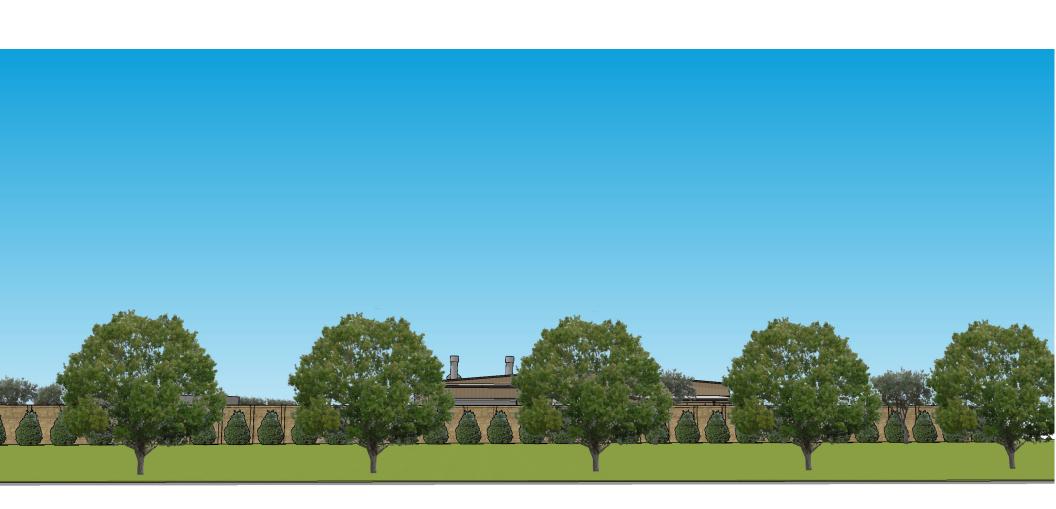
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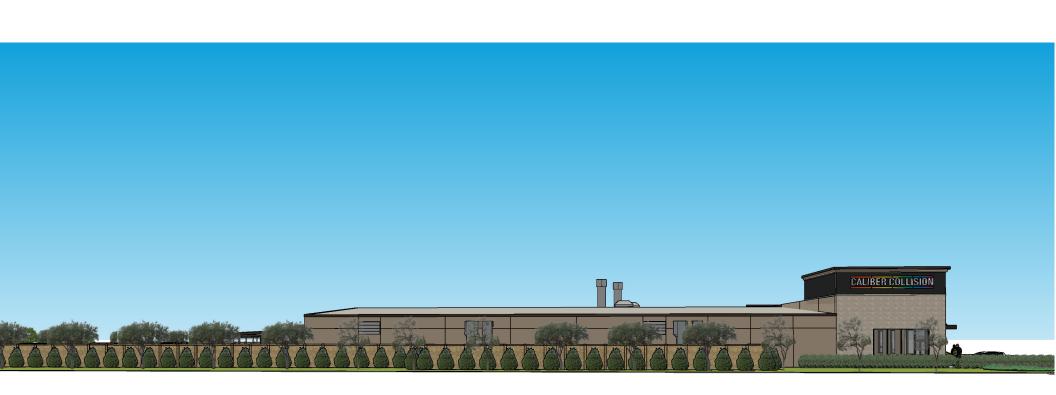
20'

25'

65%











Requester: City Council

Agenda Item Request

Executive Session:

- A. The City Council will convene into Executive Session pursuant to Section 551.071 of the Texas Government Code, to consult with the City Attorney regarding Aztec and Daytona roadways.
- B. The City Council will convene into Executive Session pursuant to Section 551.071 of the Texas Government Code, to consult with the City Attorney regarding Welborn Lane.
- C. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
- D. The City Council will convene into executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the appointment, employment, duties of a public officer City Manager.

Background Information

The meeting is closed to the public as authorized by Section 551.071, 551.072, and 551.074 of the Texas Government Code.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



Requester: City Council

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