



AGENDA **CITY COUNCIL MEETING**

January 16, 2025 | 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, January 16, 2025, beginning at 6:30pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

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

How to Provide Input at a Meeting:

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

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

Call to Order

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

Citizen Input

1. Citizen Input.

Community Interest

Pursuant to Section 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.

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 2, 2025, City Council meeting.
 - B. Consider authorizing the City Manager to execute ILA – City of Lucas – City of Parker – Automatic Fire and EMS Assistance.

Public Hearing

4. Conduct/continue a public hearing and consider approving a request for a Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the northwest corner of the Parker Road and Country Club Road intersection.
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct Public Hearing
 - C. Take action on the request
(Presenter: Development Services Director Joe Hilbourn)

Executive Session

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

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.
6. Reconvene from Executive Session and take any action necessary as a result of Executive Session.
7. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on January 10, 2025.

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

January 16, 2025

Item No. 01

Requester: Mayor Dusty Kuykendall

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

January 16, 2025

Item No. 02

Requester: Mayor Dusty Kuykendall

Agenda Item Request

Items of Community Interest:

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

January 16, 2025

Requester: City Secretary Toshia Kimball
Fire Chief Ted Stephens

Agenda Item Request

Consent Agenda:

- A. Approval of minutes of the January 2, 2025, City Council meeting.
- B. Consider authorizing the City Manager to execute the ILA – City of Lucas – City of Parker Automatic Fire and EMS Assistance.

Background Information

Item B:

At the August 3, 2023 Lucas City Council meeting, a presentation was provided regarding our automatic and mutual aid provisions, specifically concerning our EMS to the Princeton/Branch area. Councilmember Fisher expressed an interest in reviewing the mutual aid agreements with staff and the city attorney. Staff was tasked with putting a plan together in order to determine what work would need to be done and if a subcommittee will be required.

On August 24, 2023, City Manager Joni Clarke and Fire Chief Ted Stephens met to review all agreements relating to mutual aid and those agreements were previously forwarded to City Attorney Joe Gorfida to evaluate as well.

On September 24, 2023, Councilmember Fisher, Councilmember Lawrence, City Attorney Joe Gorfida, City Manager Joni Clarke, and Fire Chief Ted Stephens met concerning our active automatic and mutual aid agreements.

On November 2, 2023, City Council requested updating the following:

- 1. Agreement for Mutual Aid executed by the City of Lucas on 2/18/15 and the City of Wylie on 3/8/15.
- 2. Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on 6/3/08, the City of Parker on 8/12/08, and the City of Lucas on 9/4/08.

Fire Chief Ted Stephens has been working with the above entities to update the agreements. Fairview's ILA was approved by Council on April 4, 2024. Wylie's ILA was approved by Council on December 5, 2024.

Attachments/Supporting Documentation

- 1. Minutes of the January 2, 2025, City Council meeting
- 2. ILA – City of Lucas – City of Parker – Automatic Fire and EMS Assistance



City of Lucas

City Council Agenda Request

January 16, 2025

Item No. 03

Budget/Financial Impact

N/A

Recommendation

City staff recommends approval of the Consent Agenda.

Motion

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



MINUTES

CITY COUNCIL REGULAR MEETING

January 2, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Brian Stubblefield
Councilmember Phil Lawrence

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Public Works Supervisor Jeremy Bogle

City Councilmembers Remote:

Councilmember Neil Peterson
Councilmember Chris Bierman

City Councilmembers Absent:

Councilmember Tim Johnson

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

Citizen Input

1. Citizen Input

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest

Mayor Kuykendall gave items of community interest, including:

- City Hall Holiday Closure – MLK Day January 20, 2025
- 2025 General Elections

Consent Agenda

3. Consent Agenda:

- A. Approval of minutes of the December 1, 2024, Special City Council meeting.
- B. Approval of minutes of the December 2, 2024, Special City Council meeting.
- C. Approval of minutes of the December 5, 2024, City Council meeting.
- D. Approval of Ordinance #2025-01-01012 calling for May 3, 2025, General Election.
- E. Approval of Resolution R#2025-01-00564 designating the official newspaper of the City of Lucas for 2025 beginning January 2, 2025, through December 31, 2025.

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

Public Hearing

- 4. Conduct a public hearing and consider approving a request for a Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the northwest corner of the Parker Road and Country Club Road intersection.**

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct Public Hearing
- C. Take action on the request

Mayor Kuykendall opened the public hearing at 6:33 pm.

Mayor Kuykendall closed the public hearing at 6:34 pm.

The discussion was tabled as the applicant was unavailable for the public hearing.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Lawrence, to table the public hearing and move it to the January 16, 2025, City Council meeting agenda. The motion passed unanimously by a 6 to 0 vote.

Regular Agenda

- 5. Conduct candidate interviews and consider an appointment to fill the vacant position on the Parks and Open Space Board.**

Joan Phillips, 2020 Snider Lane, Lucas, Texas 75002, spoke in support of candidate Michelle Miller.

Mayor Kuykendall read an email from Kathrin Esposito, 13 North Star Road, Lucas, Texas, 75002. Mrs. Esposito wrote in support of candidate Michelle Miller.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Mayor Kuykendall to approve appointing Michelle Miller as Alternate Member 2 to the Parks and Open Space Board with a term expiring on December 31, 2026. The motion passed unanimously by a 6 to 0 vote.

- 6. Consider amending FY 24-25 budget by appropriating \$110,000 from the Water Fund Reserves to account 21-8210-490-130 and authorize the City Manager to negotiate and enter into an agreement with Axis Construction, LP to replace the stem in the McGarity Elevated Tank.**

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Lawrence to approve amending FY 24/25 budget by appropriating \$110,000 from the unrestricted water fund reserves to account 21-8210-490-130 and authorize the City Manager to negotiate and enter into an agreement with Axis Construction, LP to replace the stem in the McGarity Elevated Tank. The motion passed unanimously by a 6 to 0 vote.

Executive Session

7. Executive Session:

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

There was no executive session during this meeting.

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

There was no executive session during this meeting.

9. Adjournment.

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Stubblefield, to adjourn the meeting at 6:50 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

Mayor Dusty Kuykendall

Toshia Kimball, City Secretary

RESOLUTION NO. 2024 - 822
(F.D. Interlocal Fire and EMS Assistance)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT FOR AUTOMATIC FIRE AND EMS ASSISTANCE WITH THE CITY OF LUCAS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens, and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to enter into an Interlocal Automatic Mutual Aid Agreement with the City of Lucas to obtain certain services to be performed for the benefit of the City Parker, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:

SECTION 1. The Interlocal Agreement attached hereto and entitled "Interlocal Cooperation Agreement for Automatic Fire and EMS Assistance" is approved.

SECTION 2. The Mayor or her designee is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Interlocal Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase of section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of the Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 3rd day of December, 2024.



APPROVED:

Lee Pettie, Mayor

ATTESTED:


Patti Scott Grey, City Secretary

APPROVED AS TO FORM:


Catherine Clifton, Interim City Attorney

EXECUTED this the _____ day of _____, 2024.

CITY OF LUCAS, TEXAS

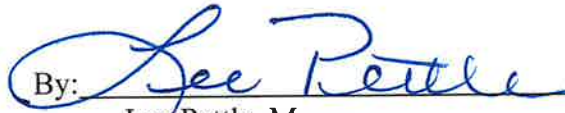
By: _____
John Whitsell, City Manager

APPROVED AS TO FORM:

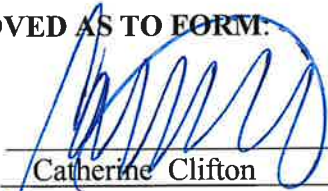
By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this the 3rd day of December, 2024.

CITY OF PARKER, TEXAS

By:  _____
Lee Pettie, Mayor

APPROVED AS TO FORM:

By:  _____
Name: Catherine Clifton
Interim City Attorney

STATE OF TEXAS

COLLIN COUNTY

§
§
§
§

**INTERLOCAL COOPERATION AGREEMENT
FOR AUTOMATIC FIRE AND EMS ASSISTANCE**

This Interlocal Agreement for Automatic Fire and EMS Assistance (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of Parker, Texas (“Parker”) (collectively the “Parties” and singularly a “Party”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties recognize that Automatic Aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an emergency; and

WHEREAS, the Parties previously entered into that certain Agreement for Mutual Aid Agreement service (the “ILA”) dated February 2015; and

WHEREAS, the Parties desire to replace the “Interlocal Automatic Mutual Aid Agreement” dated February 2015 with this Agreement; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be consider as “pre-planned” automatic-aid response; and

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, each Party, in performing governmental functions, or in paying for the performance of governmental functions herein, shall make that performance or those payments from current revenues legally available to such Party;

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

**Article I
Recitals Incorporated**

The recitals to this Agreement are found to be true and incorporated herein.

**Article II
Purpose**

The purpose of this Agreement is to outline the procedures for automatic assistance response between Lucas Fire-Rescue and Parker Fire Department. This Agreement is a guide for routine

operations and is not intended to replace or amend any other existing Agreements that the Parties have entered except as expressly provided for herein. The automatic assistance rendered under this Agreement shall be considered as a “pre-planned” automatic-aid response conducted under the authority of the existing Agreements for Mutual Aid and Disaster Assistance to which both Cities are a Party.

Article III

Definitions

Unless the context means otherwise the following words or phrases shall have the following meanings:

“Fire Chief” shall mean the Fire Chief of the respective Party, or designee.

“NIMS (National Incident Management System)” shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management.

“Requesting Party” shall mean the City requesting automatic assistance under this Agreement.

“Responding Party” means the City providing assistance in response to a request under this Agreement, furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

“Jurisdiction” shall mean the city limits and extraterritorial jurisdiction of either party and does not include Municipal Utility Districts, except if such Districts are under a contract for service with the Parties.

Article IV

Term

4.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution by the Parties (the “Effective Date”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

4.2 Either Party may terminate this Agreement by providing ninety (90) days prior written notice to terminate to the other Party.

Article V
Amount and Type of Assistance; Limitations

5.1 This Agreement is for the pre-planned exchange of fire, Emergency Medical Service (EMS), and other emergency response services in each city's Jurisdiction. Fire apparatus (fire and medical), Special Operations (rescue), and Hazardous Materials units (HazMat) will respond to emergencies, if designated, to any location within the Requesting Party's Jurisdiction. Companies required in addition to a first level response will be requested in accordance with standing procedures established in the Interjurisdictional Mutual Aid Agreement dated July 7, 2008, Agreement for Mutual Aid and Disaster Assistance.

5.2 If the agreed upon response from Responding Party is not available or is temporarily depleted, the Responding Party department will advise the Requesting Party department and the Responding Party department shall not be required to respond; provided, however, a fill-in company which is in quarters at a fire station of the Responding Party department that is the subject of this Agreement shall respond.

Article VI
Response Areas

6.1 Fire response Jurisdictions are defined by and agreed upon by each City's Fire Chief.

Article VII
Incident Management; and Incident Reporting

7.1 It is agreed that both Parties will use the National Incident Management System ("NIMS") in the management of incidents in which there is a joint response. Upon arrival, the first arriving company at the emergency scene will assume command in accordance with its Department's incident management procedure and may promptly transfer such command to an officer of the department in whose jurisdiction the emergency is occurring. Nothing in this Agreement shall preclude an officer operating in a City for which such person is not employed, from requesting additional resources as appropriate from the City in which the emergency is occurring.

7.2 A fire department EMS report will be completed by each fire department providing patient care which will document care given up to the point of patient transfer.

7.3 A fire department National Fire Incident reporting System (NFIRS) report will be completed for each incident by each fire department providing response to the scene.

7.4 In those cases in which no unit of the Requesting Party receiving Automatic Assistance is present, the Responding Party Fire Department will complete a NFIRS report for its department showing either "Automatic Aid Given" or "Mutual Aid Given", whichever is appropriate and call the designated station of the Requesting Party which will create a NFIRS report showing "Automatic Aid Received" or "Mutual Aid Received", whichever is appropriate.

Article VIII Communications Procedures

To expedite the initiation of response under this Agreement, communications will be handled by the Wylie Public Safety Communication Center, as detailed in Wylie's Computer Aided Dispatch.

Article IX Liability; Immunity

9.1 Employee Compensation. A Requesting Party shall not be required to pay any compensation to the Responding Party for the services rendered by employees of the Responding Party pursuant to this Agreement. Personnel who are assigned, designated, or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the City where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party in which the employee in question is regularly employed.

9.2 Cost Limitations. A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during automatic assistance provided herein.

9.3 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.4 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.5 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing automatic assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.6 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

9.7 Waiver of Claims. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or

relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article X
Miscellaneous

10.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

10.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter 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 if sent by courier or otherwise hand delivered to the following addresses:

If intended for Lucas, to:

Attn: John Whitsell
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Ted Stephens
Fire Chief
Lucas Fire-Rescue
165 Country Club Road
Lucas, Texas 75002

With a copy to:

Attn: Joe Gorfida
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Parker, to:

Attn: Lee Pettie
Mayor
City of Parker, Texas
5700 East Parker Road
Parker, Texas 75002

With a copy to:

Attn: Fire Chief
Parker Fire Department
5700 East Parker Road
Parker, Texas 75002

With a copy to:

Attn: City Attorney
City of Parker
5700 East Parker Road

Parker, Texas 75002

10.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will 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.

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

10.6 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes.

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

10.9 Authorization. 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.

10.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

10.11 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(Signature Page to Follow)



City of Lucas City Council Meeting January 16, 2025

Item No. 04

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Conduct/continue a public hearing and consider approving a request for a Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the northwest corner of the Parker Road and Country Club Road intersection.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action on Zoning Change Request

Background Information

This lot is 41.9954 acres of land currently located in a Commercial Business (CB) Zoning District. The applicant is proposing a planned development. The planned development site plan, elevations of known tenant spaces, material board for future development, a sign plan, and district requirements / development regulations submitted by the applicant and amended at staff's request. The engineering department, public works, development services, fire department, and admin have reviewed for compliance, and needs. The applicant has been very responsive to staff requests. Preliminary drainage plans and engineering have been reviewed by staff and city attorney. We anticipate more detailed drainage plans and engineering to follow approval of PD overlay

The applicant is proposing 8 buildings with a proposed 110,214 square feet of building with an additional 12 pad sites without dedicated buildings for future development. The parking ratio of 8.4 per 1,000 square feet of gross space for a total of 920 Parking spaces. The proposed uses include an anchor grocer Tom Thumb, retail, fitness, gas station and restaurants. The proposed elevations are modern with a country feel, blending country elements with upscale architecture. The site has an approved development agreement, this request is consistent with the approved development agreement. The site is fed by a 12-inch water main from the east side, and a 12-inch water main from the north side creating a loop for the project and for the southeast corner of the city completing a proposed water looping project for the city. The site has access to a sewer lift station that is in the process of completion in accordance with the approved development agreement.

Attachments/Supporting Documentation

1. Public Notice
2. Proposed Development Regulations
3. Exhibit E Legal description
4. Exhibit D Site Plan
5. Exhibit C Signs
6. Exhibit B Color Board/Materials
7. Exhibit A Elevations proposed tenants



City of Lucas City Council Meeting January 16, 2025

Item No. 04

8. Location Map
9. Engineering acceptance letter.
10. Development Ordinance

Budget/Financial Impact

NA

Recommendation

The planning and Zoning commission recommended approval 5-0, with the conditions as listed in the district requirements attached, and within the attached zoning ordinance.

Motion

I make a motion to approve/deny a request for a Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the northwest corner of the Parker Road and Country Club Road intersection.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on December 12, 2024, at 6:30 p.m., and City Council will conduct a second public hearing on Thursday, January 2, 2025, at 6:30 p.m. at Lucas City Hall, 665 Country Club Road, Lucas, Texas to consider a request a request by Winstead PC on behalf of Steve Gregory with JCBR Holdings, LLC for a PD, Planned Development on a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas and being part of a called 367.347 acre tract of land described in Special Warranty Deed to JCBR HOLDINGS, LLC, recorded in Instrument No. 20110222000191070, Official Public Records, Collin County, Texas, and being part of a called 2.00 acre tract of land described in General Warranty Deed to JCBR Holdings LLC, recorded in Instrument No. 20150302000222420 of said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found at the southwest end of a corner clip at the intersection of the north right-of-way line of Parker Road (also known as F.M. No. 2514, a variable width right-of-way) and the west right-of-way line of Southview Drive (also known as F.M. Road 1378, a variable width right-of-way), said point also being a southeast corner of said 367.347 acre tract;

THENCE with said north right-of-way line of Parker Road, the following courses and distances:

North 89°48'38" West, a distance of 801.93 feet to a 5/8-inch iron rod found for corner;
South 88°25'33" West, a distance of 194.94 feet to a 5/8-inch iron rod found for corner;
North 89°51'51" West, a distance of 305.21 feet to a 5/8-inch iron rod found for corner;
North 86°12'54" West, a distance of 267.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,828.00 feet, a central angle of 10°48'32", and a chord bearing and distance of North 84°27'35" West, 344.34 feet;
In a westerly direction, with said non-tangent curve to the right, an arc distance of 344.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 72°59'38" West, a distance of 74.76 feet to a point for corner in said north right-of-way line of Parker Road;

THENCE departing said north right-of-way line of Parker Road, with the east line of Enchanted Creek Phase IB, an addition to the City of Lucas, according to the plat recorded in Instrument No. 20150612010002100 of said Official Public Records, the following courses and distances:

North 58°50'27" East, a distance of 26.36 feet to a point for corner;
North 04°32'46" East, a distance of 83.77 feet to a point for corner;

North 08°18'33" West, a distance of 429.94 feet to a point for corner;
North 03°05'56" West, a distance 163.45 feet to a point for corner;

THENCE departing said east line of Enchanted Creek Phase IB, over and across said 367.347 acre tract and said 2.00 acre tract, the following courses and distances:

North 90°00'00" East, a distance of 1,432.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 00°00'00" East, a distance of 411.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 211.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the west line of said 2.00 acre tract;
North 00°00'00" East, a distance of 105.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 384.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 528.00 feet, a central angle of 16°58'52", and a chord bearing and distance of South 10°26'40" East, 155.91 feet, in said west right-of-way line of Southview Drive;

THENCE with said west right-of-way line of Southview Drive, the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 156.49 feet to a point for corner
South 02°01'58" East, a distance of 658.47 feet to a point for corner;
South 00°36'17" East, a distance of 414.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 89°36'14" West, a distance of 28.52 feet to a 5/8-inch iron rod with plastic cap stamped "PBJ SURVEYING" found for corner;
South 00°23'46" East, a distance of 16.38 feet a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found for the northeast end of said corner clip;

THENCE with said corner clip, South 45°06'51" West, a distance of 43.68 feet to the **POINT OF BEGINNING** and containing 1,829,317 square feet or 41.9954 acres of land.

The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011).

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, Toshia Kimball, 665 Country Club Road, Lucas, Texas 75002, email tkimball@lucastexas.us and it will be presented at the hearing. If you have any questions about the above hearing, you may contact Development Services Director Joe Hilbourn at jhilbourn@lucastexas.us.

Planned Development Standards

A. General.

These development standards apply to the approximate cumulative 41.9954-acre tract as described in the legal description (Exhibit E) (the "Property"), attached herein. Unless otherwise provided herein, development of the Property shall be in accordance with the City of Lucas's (the "City") Code of Ordinances (the "Code"), as may be amended.

B. Site Plan.

The Property shall generally be developed in accordance with the Site Plan (Exhibit B), attached herein. In the event of a conflict between the Site Plan and these development standards set forth herein, these development standards shall apply.

C. Use Regulations.

In addition to those specified below, all uses permitted in the Commercial Business (CB) District are permitted by right, subject to any use specific restrictions provided below.

1. Automobile repair minor;
 - a. Only permitted by right on lots 2, 3, 6, 7, 11, 12 and 16.
2. Convenience store with refueling station:
 - a. Only permitted by right on lot 4.
3. Department store (retail);
4. Farmer's market;
5. Hobby or toy store;
6. Medical minor emergency clinic;
7. Outside display of merchandise;
 - a. Only permitted by right on areas shown on the Site Plan;
8. Paint store;
9. Pet shop; Only permitted by right on lots 1, 2, 3, 5, 6, 7, 8, 9, 11, 16 and 17;
10. Pharmacist or drug store (with a drive through);
11. Refueling station:
 - a. Automobile refueling station permitted by right only on lot 4
 - b. Electric automobile refueling station permitted by right only on lots 4 and 10 and require a main exterior disconnect
12. Restaurant drive in;
13. Restaurant drive-through;
 - a. Permitted subject to Development Review Committee ("DRC") review and approval of stacking for drive-through services which shall not extend into roadways, driveways, or other lots.
 - b. Not permitted on lot 1.
14. Restaurant with food smoked on site;
 - a. Only permitted by right on lots 1, 2, 3, 5, 6, 7, 8, 11, and 16;
15. Therapeutic massage;
 - a. Permitted subject to DRC review and approval; and
 - b. Such therapeutic massage uses shall not be open after 9:00pm on any day.

16. Used clothing store; and
17. Vehicle wash:
 - a. Not permitted on lot 1.

D. Development Regulations.

Unless otherwise stated herein, the general provisions set forth in the Code, including the City's Zoning Ordinance (the "Zoning Ordinance"), as amended, apply. The Property shall be developed in accordance with the Commercial Business (CB) District regulations, except as provided herein. In the event of a conflict between the Zoning Ordinance and these development standards set forth herein, these development standards shall apply.

1. Building Height.
 - a. Maximum height.
 - i. Lots 9, 10, and 17: 42 feet.
 - ii. Lots 5 and 8: 35 feet.
 - iii. All other lots shall comply with the CB District standards.
2. Setbacks.
 - a. Side yard: minimum side setback of 10 feet (10') between interior lot lines.
 - b. Rear yard: minimum rear setback of ten feet (10') between interior lot lines.
 - c. Front yard: minimum front setback of ten feet (10') between interior lot lines.
 - d. All periphery setbacks shall comply with the CB District standards.
3. Business operations.
 - a. Outside dining is permitted.
 - b. Outside music prohibited.
 - c. Office uses shall be considered service type uses.
4. Off-street parking and loading.
 - a. Off-street parking and loading shall be provided as shown on the Site Plan and as further provided in Section E of these standards.
5. Impervious coverage.
 - a. Maximum impervious coverage for the Property is 70% with an additional allowance of up to 10% for pervious coverage.
6. Landscaping and tree conservation.
 - a. Landscaping.
 - i. Approved landscape material includes turf grasses.
 - ii. One (1) shade tree and twelve (12) shrubs for every seventy-five (30) linear feet of frontage is required.
 - iii. One (1) shade tree for every 40 feet of adjacency to property used or zoned for single-family or duplex.
 - iv. A minimum of 20 percent of the Property (excluding right of way) shall be maintained as landscaped area.
 - v. A minimum of 5 percent of each individual lot (excluding right of way) shall be maintained as landscaped area.
 - vi. A minimum of 5 percent of interior parking lots shall be maintained as landscaped area.

- vii. Floodplain area shall be considered landscape area subject to the following:
 - A. Floodplain area shall be maintained in a state of good repair and neat appearance so as to not interfere with use of the floodplain area as landscape area.
 - b. Tree Conservation.
 - i. Mature trees within the area identified as “tree preservation zone” on the Site Plan may not be voluntarily removed by the Property owner.
 - 7. Signs. Signage must be provided in accordance with the following and as shown on the Site Plan and the Sign Elevations (Exhibit C).
 - a. Maximum height of a freestanding sign shall be 15 feet.
 - b. Monument Signs.
 - i. Maximum height of a freestanding sign shall be 15 feet.
 - A. Exception – Lot 8, sign #1 maximum height is 24 feet.
 - ii. The sign area illustrating the business name shall not exceed 100 square feet. The overall sign area, including the base and/or supporting frame, may be no more than 150 square feet.
 - iii. The minimum distance between signs is 50 feet.
 - iv. Shall incorporate the City of Lucas logo (“L” with horses).
 - v. Prohibited on lot 1.
 - c. Attached Signs.
 - i. Canopy, awning, and arcade signs are permitted.
 - ii. Except as otherwise provided herein, one (1) attached sign is allowed on the front façade of a building. Additional signs may be placed on any other facade of a building if such façade faces an abutting drive or parking lot. Attached signs may be a maximum of 10 percent of the total area of the front façade or 150 square feet, whichever is larger.
 - iii. For tenants occupying a building or suite 7,000 square feet or more, multiple attached signs are permitted. The total area of signs located on the primary facade shall not exceed 10 percent of the primary façade area. The total area of signs located on secondary facades shall not exceed 5 percent of the secondary façade area.
 - iv. Additional signs for a refueling station may be located on the three (3) primary facias of the refueling station canopy. The maximum sign area for the canopy-attached signs shall be the same as the maximum area permitted for the building-attached signs.
 - v. Lot 5 – a double frontage lot – signage allowed on both frontage façades.
 - d. Sign illumination.
 - i. Signs related to a refueling station used to advertise fuel prices shall have no hour restrictions for operation or illumination.
 - ii. Signs related to a grocery store use located on a lot used for a refueling station may be illuminated from dusk to daylight.
 - iii. All other signs related to a grocery use must extinguish illumination at 12:00am.

- iv. Rear illuminated signs allowed only on lot 4 and 8 and side façade of lot 4.
 - v. Animation is prohibited on all signage.
8. Miscellaneous.
- a. A specific use permit shall be required when the total square footage of a single use exceeds 66,000 square feet.
 - b. No screening shall be required along the western property line.
 - c. Off-street loading areas are not required. However, if off-street loading area is provided it must be located at the rear or the side of a building and are not required to be screened from adjacent single-family residential use.

Note: Customer pickup is not considered off-street loading for the purposes of this sub-paragraph.

- d. "Strip-type" commercial development is permitted as generally shown on the Site Plan.
- e. Screening is not required for transformers, utility meters, and other machinery.
- f. The City of Lucas wastewater lift station providing service to the Property shall be screened with wrought-iron fencing.
- g. Transformers, lift stations, utility meters, and other machinery are not required to be located at the rear property line, drive, or alley.
- h. Storefronts or faces of buildings shall provide architectural elements in order to achieve varying façade geometry and articulation.
- i. Direct light sources shall not produce glare at the property line but may be visible at the property line at ground level or above, but must be contained to the target area.
- j. Bays for automobile repair uses may not face a public thoroughfare.
- k. Outdoor storage, display and use Only permitted by right in areas clouded and labeled on the proposed site plan for outdoor storage, all other outdoor storage, display and use by SUP only.
- l. 8-foot above grade masonry screening wall required on lot 14 western lot line.

E. Major Development Standards.

Except as provided herein, the major development standards in section 14.03.355 of the Zoning Ordinance shall apply.

- 1. The maximum height of any wall is not limited by proximity to a residential zoning district.
- 2. No landscape area, including a landscaped street or landscaped pedestrian way, or other appropriate landscape or hardscape features is required to separate lots from each other.
- 3. Parking is not required to be divided into multiple lots and may contain more than 120 parking spaces. No maximum number of total off-street parking serving development on the Property.
- 4. Minimum parking space dimensions shall be nine feet (9') wide and eighteen feet (18') in length.
- 5. A covered passenger loading area is not required except for a medical minor emergency clinic.
- 6. No elevation or change in materials is required to differentiate pedestrian walkways from driving surfaces, except for pedestrian walkways contiguous with buildings.

7. No reader boards having changeable copy, electronic or otherwise, are allowed except for any signs related to a refueling station or a convenience store with refueling station.
 - a. Reader boards related to a refueling station having a changeable copy, electronic, or otherwise may be located on a:
 - i. Monument sign;
 - ii. Canopy sign; or
 - iii. Any other sign permitted by these standards or the Code to display fuel pricing.
8. No bus pullout or shelter is required to be developed on-site or off-site in relation to the Property.

F. Site plan, landscape plan, and building design.

1. Site plans and amendments to the Site Plan that conform to the requirements of this planned development shall be reviewed by Planning and Zoning Commission but do not require public hearings. Non-conforming site plans and amendments to non-conforming site plans require review and approval by the Planning and Zoning Commission after a public hearing. Amendments to the Site Plan may not increase maximum height or density, decrease maximum impervious coverage, or decrease minimum setbacks.
2. Landscape plans and amendments to landscape plans that conform to the requirements of this planned development shall be reviewed by the Planning and Zoning Commission but do not require a public hearing. Non-conforming landscape plans and amendments to non-conforming landscape plans require review and approval by the Planning and Zoning Commission after a public hearing. Minor amendments to the approved landscape plan may be approved administratively by the DRC.
3. Building design and materials.
 - a. Lot 4, 8, 9, 10, and 17.
 - i. Building design, materials, and appearance for lots 4, 8, 9, 10, and 17 shall be provided in accordance with the Retail Design Package (Exhibit D).
 - b. All other lots shall provide building design, materials, and appearance generally consistent with the Materials Board (Exhibit E).
4. Development of the Property shall be consistent with the Site Plan.

PROPERTY DESCRIPTION

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas and being part of a called 367.347 acre tract of land described in Special Warranty Deed to JCBR HOLDINGS, LLC, recorded in Instrument No. 20110222000191070, Official Public Records, Collin County, Texas, and being part of a called 2.00 acre tract of land described in General Warranty Deed to JCBR Holdings LLC, recorded in Instrument No. 20150302000222420 of said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found at the southwest end of a corner clip at the intersection of the north right-of-way line of Parker Road (also known as F.M. No. 2514, a variable width right-of-way) and the west right-of-way line of Southview Drive (also known as F.M. Road 1378, a variable width right-of-way), said point also being a southeast corner of said 367.347 acre tract;

THENCE with said north right-of-way line of Parker Road, the following courses and distances:

North 89°48'38" West, a distance of 801.93 feet to a 5/8-inch iron rod found for corner;
South 88°25'33" West, a distance of 194.94 feet to a 5/8-inch iron rod found for corner;
North 89°51'51" West, a distance of 305.21 feet to a 5/8-inch iron rod found for corner;
North 86°12'54" West, a distance of 267.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,828.00 feet, a central angle of 10°48'32", and a chord bearing and distance of North 84°27'35" West, 344.34 feet;
In a westerly direction, with said non-tangent curve to the right, an arc distance of 344.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 72°59'38" West, a distance of 74.76 feet to a point for corner in said north right-of-way line of Parker Road;

THENCE departing said north right-of-way line of Parker Road, with the east line of Enchanted Creek Phase IB, an addition to the City of Lucas, according to the plat recorded in Instrument No. 20150612010002100 of said Official Public Records, the following courses and distances:

North 58°50'27" East, a distance of 26.36 feet to a point for corner;
North 04°32'46" East, a distance of 83.77 feet to a point for corner;
North 08°18'33" West, a distance of 429.94 feet to a point for corner;
North 03°05'56" West, a distance 163.45 feet to a point for corner;

THENCE departing said east line of Enchanted Creek Phase IB, over and across said 367.347 acre tract and said 2.00 acre tract, the following courses and distances:

North 90°00'00" East, a distance of 1,432.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 00°00'00" East, a distance of 411.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 211.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the west line of said 2.00 acre tract;
North 00°00'00" East, a distance of 105.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 384.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 528.00 feet, a central angle of 16°58'52", and a chord bearing and distance of South 10°26'40" East, 155.91 feet, in said west right-of-way line of Southview Drive;

THENCE with said west right-of-way line of Southview Drive, the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 156.49 feet to a point for corner

South 02°01'58" East, a distance of 658.47 feet to a point for corner;

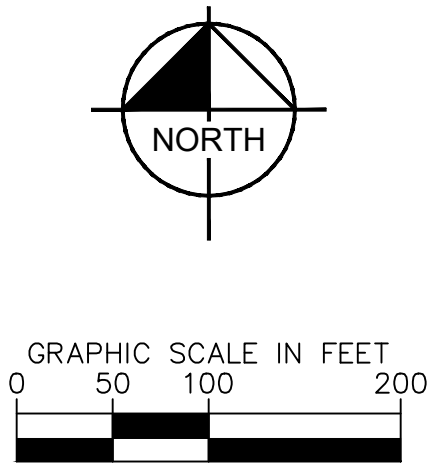
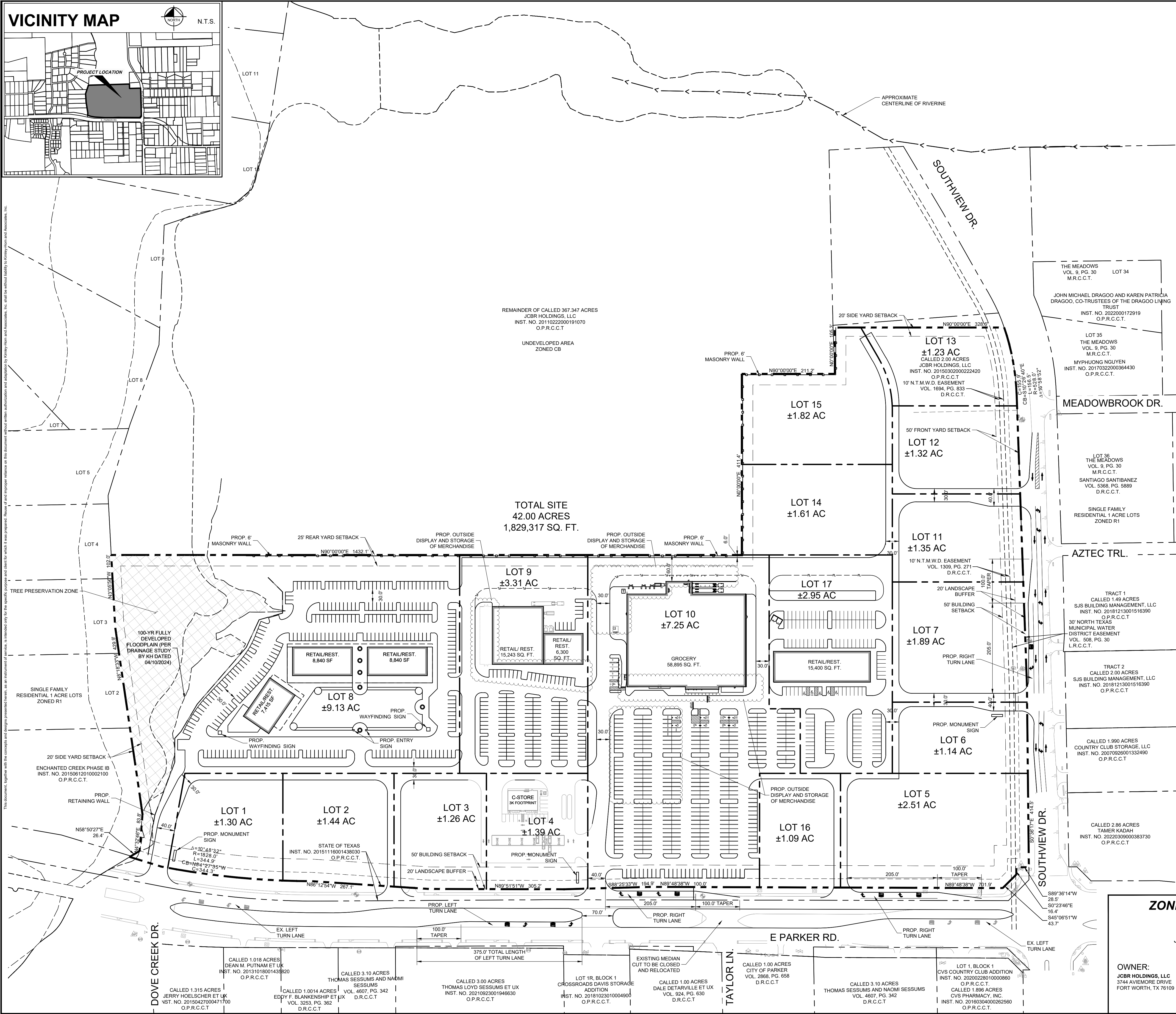
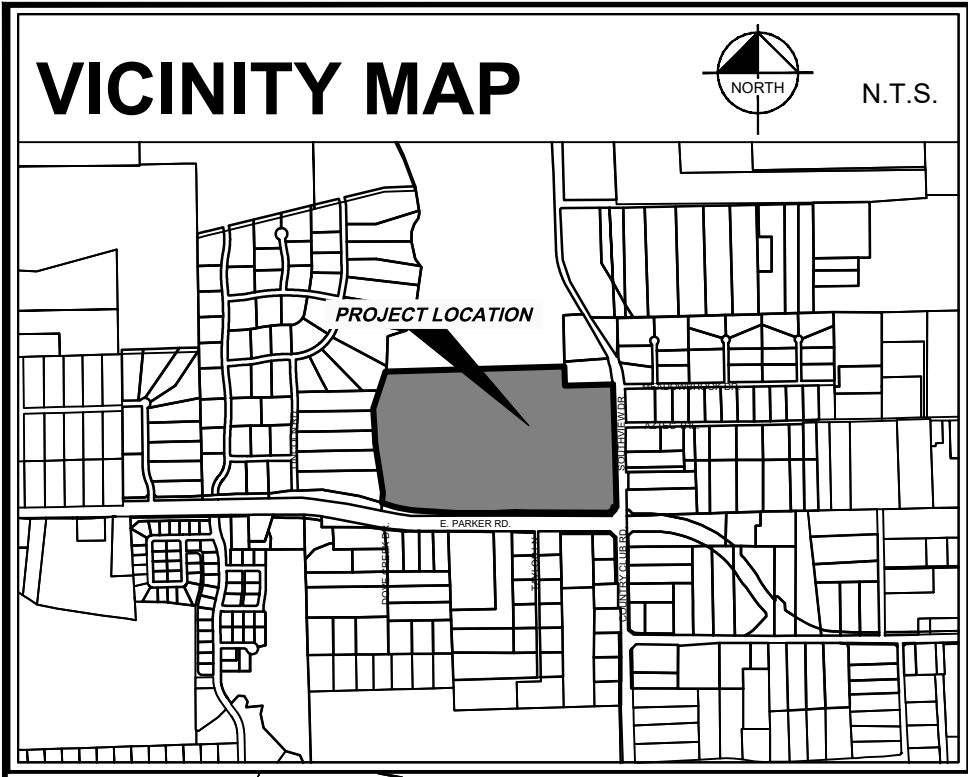
South 00°36'17" East, a distance of 414.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

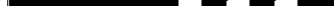
South 89°36'14" West, a distance of 28.52 feet to a 5/8-inch iron rod with plastic cap stamped "PBJ SURVEYING" found for corner;

South 00°23'46" East, a distance of 16.38 feet a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found for the northeast end of said corner clip;

THENCE with said corner clip, South 45°06'51" West, a distance of 43.68 feet to the **POINT OF BEGINNING** and containing 1,829,317 square feet or 41.9954 acres of land.

The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011).



LEGEND	
ZONING BOUNDARY	
LOT LINE	
HANDICAP PARKING STALL	
LOADING ZONE/ CROSSWALK	
TREE PRESERVATION ZONE	

NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
3. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
4. DEVELOPMENT OF THE SITE TO BE IN ACCORDANCE WITH THE CITY OF LUCAS DEVELOPMENT STANDARDS AND SUBSTANTIALLY CONFORM TO THE CITY OF LUCAS COMPREHENSIVE PLAN.

SITE DATA SUMMARY TABLE	
LOT SIZE	42.0 AC (1,829,317 SF)
EX. ZONING:	CB - COMMERCIAL BUSINESS
PROP. ZONING:	PD - PLANNED DEVELOPMENT
EX. LAND USE:	UNDEVELOPED
PROP. LAND USE:	RETAIL

STATEMENT OF PURPOSE AND INTENT:
THE PURPOSE OF THIS PLAN IS TO REZONE THE EXISTING PROPERTY FROM COMMERCIAL BUSINESS (CB) TO PLANNED DEVELOPMENT. TRANSPORTATION SYSTEM: SOUTHWIND DRIVE WILL BE WIDENED AND IMPROVED; ANTICIPATED IMPROVEMENTS FOR SOUTHWIND INCLUDE LANE RESTRIPPING AND ONE RIGHT TURN DECELERATION LANE. ANTI-LOCK BRAKES TO PARKER ROAD INCLUDE RELOCATING ONE MEDIAN CUT, ONE LEFT TURN DECELERATION LANE, AND TWO RIGHT TURN DECELERATION LANES. WATER: PUBLIC WATER LINE WILL BE EXTENDED THROUGH THE PROPERTY TO CONNECT THE EXISTING MAINS ON PARKER ROAD AND SOUTHWIND DRIVE. WASTEWATER: OFFSITE SANITARY SEWER EXTENSION IS ANTICIPATED TO CONNECT THE SITE TO THE S.E. WASTEWATER LIFT STATION (HUNT LIFT STATION).

NOTE
THIS CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS (FOR PLANNED DEVELOPMENT REQUESTS), ARE INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS CONCEPT PLAN, AS DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

[illegible]

Kimley»Horn
225 E JOHN CARPENTER FREEWAY, SUITE 1100
IRVING, TX 75062
PHONE: 214-420-5600
WWW.KIMLEY-HORN.COM TX F-928
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

THIS CONCEPT PLAN IS FOR CITY REVIEW ONLY TO ILLUSTRATE COMPLIANCE WITH ZONING AND DEVELOPMENT REGULATIONS. IT IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

KHA PROJECT 064405915	DATE 12/02/2024
SCALE	AS SHOWN
DESIGNED BY	BLB
DRAWN BY	SLC
CHECKED BY	BLB

LUCAS TOWN CENTER
PREPARED FOR
MALOUF INTERESTS, INC.

CITY OF LUCAS, TEXAS

ZONING CONCEPT PLAN

SHEET NUMBER
EXH - B

ZONING CONCEPT PLAN - EXHIBIT B
LUCAS TOWN CENTER
 42.00 ACRES
 JAMES ANDERSON SURVEY, ABSTRACT NO. 17
 CITY OF LUCAS, COLLIN COUNTY, TEXAS

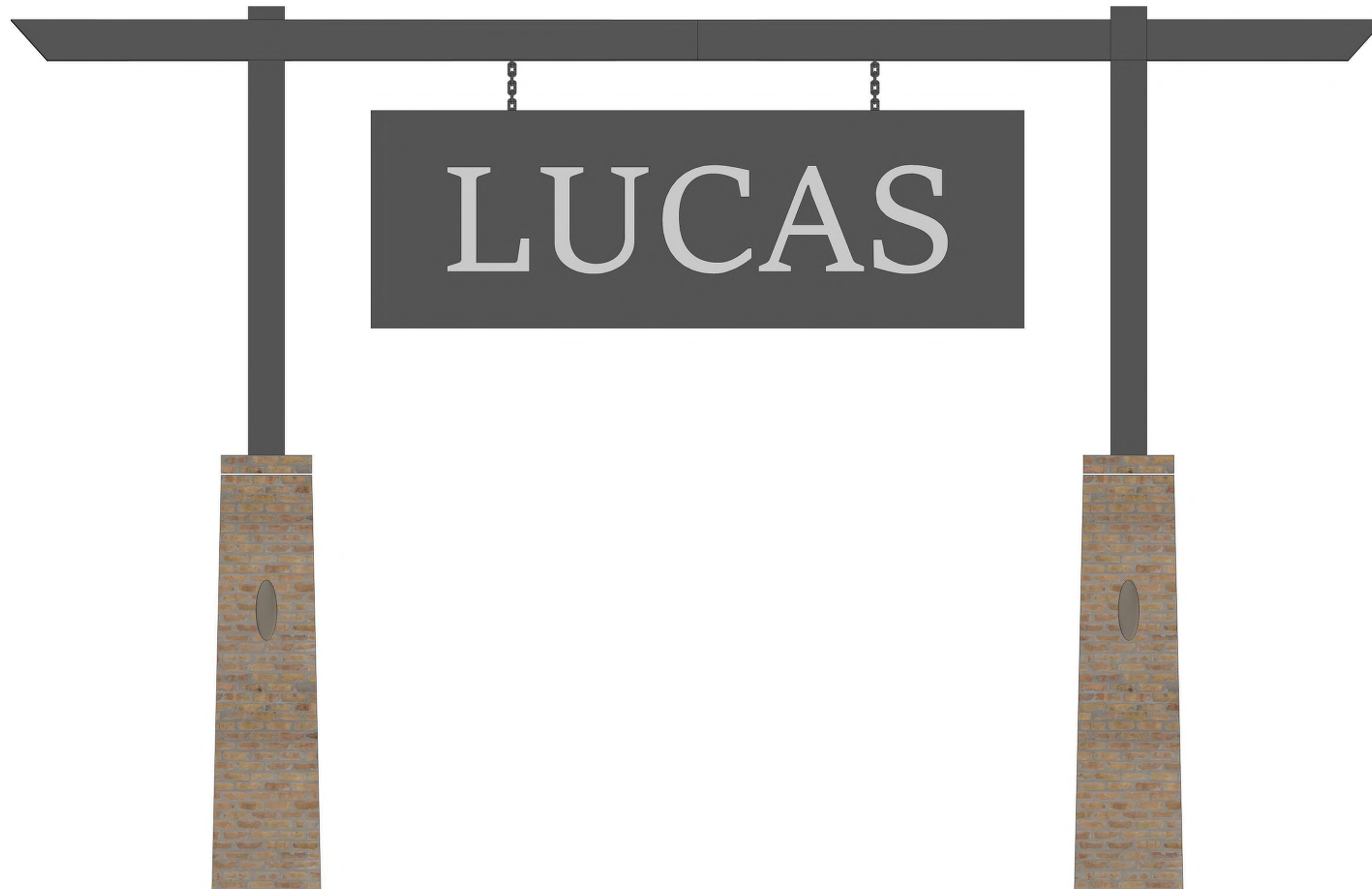
OWNER:	DEVELOPER:	ENGINEER/SURVEYOR:
JCBB HOLDINGS, LLC 3744 AVIEMORE DRIVE FORT WORTH, TX 76109	MALOUF INTERESTS, INC. OLD PARKLAND - FREEDOM PLACE 4143 MAPLE AVE, #325 DALLAS, TX 75219 PHONE: 214-219-4900 CONTACT: STEVE GREGORY	KIMLEY-HORN AND ASSOCIATES, INC. 225 E JOHN W. CARPENTER FRWY SUITE 1100 IRVING, TEXAS 75063 PHONE: 214-420-5600 CONTACT: BLAZE BOWDENS, P.E.



3 MULTI-FACE WAYFINDING SIGNAGE - LOT 8
1/2" = 1'-0"



2 RESTAURANT DOUBLE-SIDED HANGING SIGNAGE - LOT 8
1/2" = 1'-0"



1 DOUBLE-SIDED FEATURE SIGNAGE - LOT 8
1/2" = 1'-0"

GFF design

LUCAS RETAIL PLANNING

LUCAS, TEXAS

SCHEMATIC DESIGN

[illegible]

THIS DOCUMENT IS
NOT FOR
REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION.

Drawn _____

Approved _____

GFF ARCHITECTS

SIGNAGE

Project No.	23103.00
Date	12.2.2024


$$1'' = 12$$

$$1/2^m = 1'-0^m$$

MANUFACTURE AND INSTALL:

- NEW 5" DEEP ILLUMINATED CHANNEL LETTERS WITH BLACK ALUMINUM RETURNS.
- WHITE ACRYLIC FACES FOR DARK FACADE.
- 1" WIDE BLACK TRIMCAP.
- WHITE LED ILLUMINATION.
- FLUSH-MOUNTED TO SIGN BAND.

120V

120V


$$1/2'' = 1'-0''$$

LOGO:

- 5" DEEP, .063" THK. ALUM. RETURNS PTD. WHITE W/ 3/4" X .090" LANDING WELDED ON FRONT.
- 3/16" WHITE POLYCARBONATE FACE W/ DIRECT DIGITALLY PRINTED GRAPHIC, RED MATCH 3M 3630-53 CARDINAL RED APPLIED ON 1ST SURFACE W/ APPLIED UV PROTECTIVE FILM ON 1ST SURFACE AFTER PRINTING.
- 1" X 1" X .090" ALUM. RETAINERS PTM. RED MATCH 3M 3630-53 CARDINAL RED.
- PRINCIPAL STREET FIGHTER CHOICE WHITE LEDS
- 3mm ACM BACK.

- .040" PREFINISHED WHITE ALUM. RETURNS AND 3mm WHITE ACM BACKS.
- 1/8" WHITE ACRYLIC FACES W/ 1" BLACK TRIM CAPS.
- PRINCIPAL STREET FIGHTER CHOICE WHITE LEDs


$$1/2^m = 1'-0^m$$

MANUFACTURE AND INSTALL:

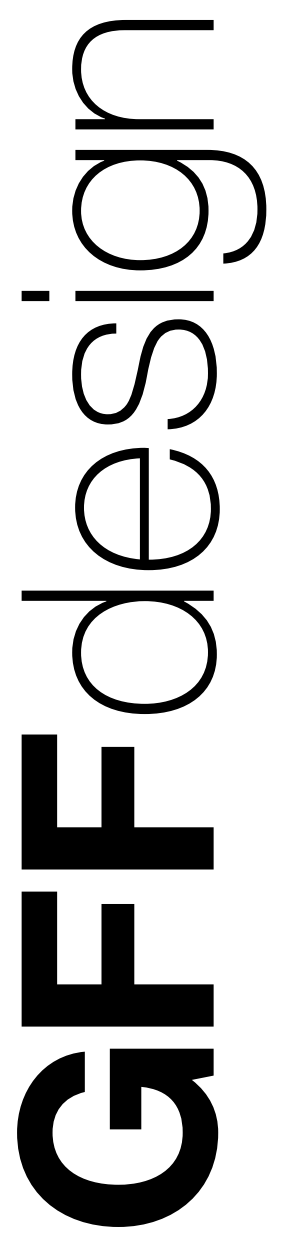
- NEW 5" DEEP ILLUMINATED CHANNEL LETTERS WITH WHITE ALUMINUM RETURNS AT LETTERS AND RED ALUMINUM RETURNS AT UNDERSCORE.
- WHITE POLYCARBONATE LETTER FACES.
WHITE POLYCARBONATE UNDERSCORE FACE WITH FIRST SURFACE RED VINYL OVERLAY.
1" x 3/4" WIDE ALUMINUM FACE RETAINERS PAINTED TO MATCH FACE COLOR.
- 6500K WHITE LED ILLUMINATION AT LETTERS.
RED LED ILLUMINATION AT UNDERSCORE.
- FLUSH-MOUNTED TO SIGN BAND.


$$1/2'' = 1'-0''$$

MANUFACTURE AND INSTALL:

- NEW 5" DEEP ILLUMINATED CHANNEL LETTER LOGO WITH BLACK ALUMINUM RETURNS.
- .177" THK. #7328 WHITE POLYCARBONATE FACE WITH FIRST SURFACE VINYL WITH DIGITALLY-PRINTED COLOR TO MATCH BRAND GUIDELINES.
- 2" WIDE BLACK TRIMCAP WITH CLIPS.
- PRINCIPAL STREET FIGHTER CHOICE WHITE LED ILLUMINATION.
- FLUSH-MOUNTED TO SIGN BAND.

120V



LUCAS RETAIL PLANNING

LUCAS, TEXAS

SCHEMATIC DESIGN

[illegible]

THIS DOCUMENT IS
NOT FOR
REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION.

Approved _____ GFF ARCHITECTS

SIGNAGE

Project No.	23103.00
Date	12.2.2024

OWNER / APPLICANT

MALOUF INTERESTS
OLD PARKLAND - FREEDOM PLACE
4143 MAPLE AVE
SUITE 325
DALLAS, TEXAS 75219
STEVE GREGORY
214.770.2888

ARCHITECT

GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
COLEMAN BRINK
214.686.3533

A-3



9-ALT TENANT MONUMENT SIGN
1/2" = 1'-0"



9 TENANT MONUMENT SIGN
1/2" = 1'-0"



8 MULTI-TENANT MONUMENT SIGN - LOTS 1, 6
1/2" = 1'-0"

OWNER / APPLICANT
MALOUF INTERESTS
OLD PARKLAND - FREEDOM PLACE
4143 MAPLE AVE
SUITE 325
DALLAS, TEXAS 75219
STEVE GREGORY
214.770.2888

ARCHITECT
GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
COLEMAN BRINK
214.686.3533

LUCAS RETAIL PLANNING

LUCAS, TEXAS

SCHEMATIC DESIGN

THIS DOCUMENT IS
NOT FOR
REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION.
GFF ARCHITECTS

SIGNAGE

Project No. 23103.00
Date 12.2.2024



COMPOSITE WOOD PLANK - SOFFIT



BRICK BLEND - RUNNING BOND



PAINTED CMU - MULTIPLE NEUTRAL COLORS



CORRUGATED METAL ROOF AND WALL PANEL



CLEAR ANODIZED ALUMINUM STOREFRONT



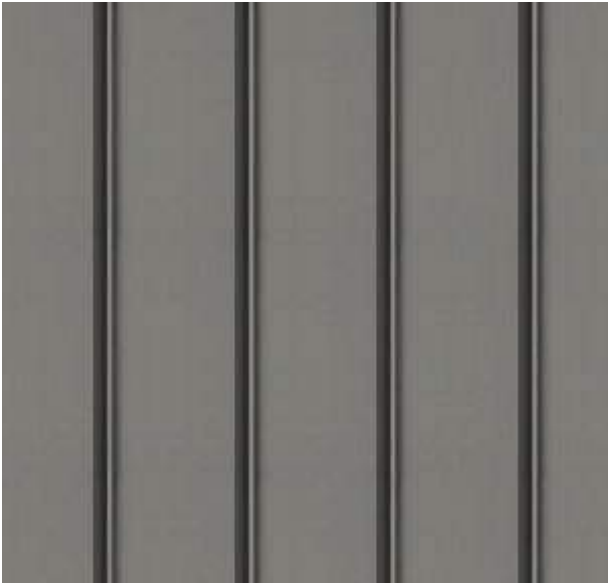
COMPOSITE WOOD PLANK - WALL SIDING



WHITE BRICK- RUNNING BOND



CHARCOAL GRAY PAINT



STANDING SEAM METAL PANEL - SLATE GRAY

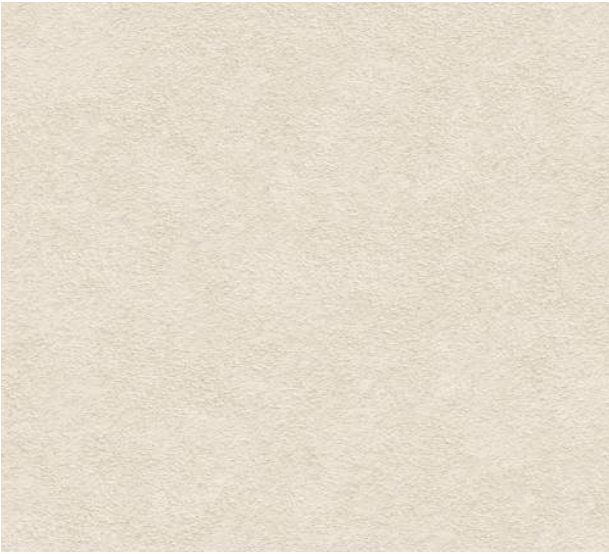


BLACK ANODIZED ALUMINUM STOREFRONT

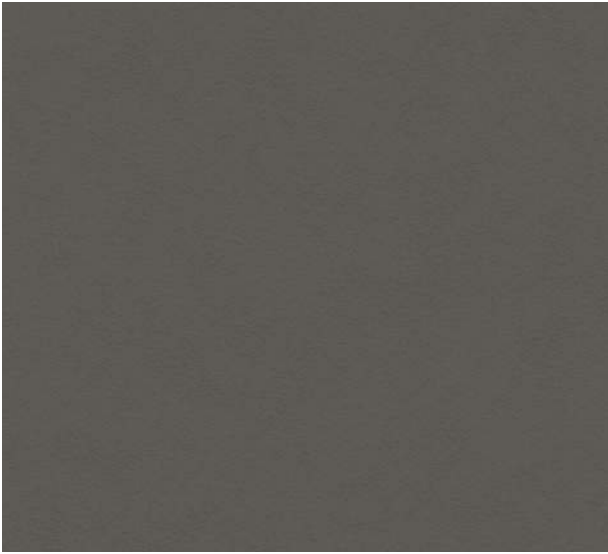
Exhibit C



WOOD-LOOK METAL PANEL TO MATCH WALL SIDING



WHITE STUCCO - SHERWIN WILLIAMS 7008 ALABASTER

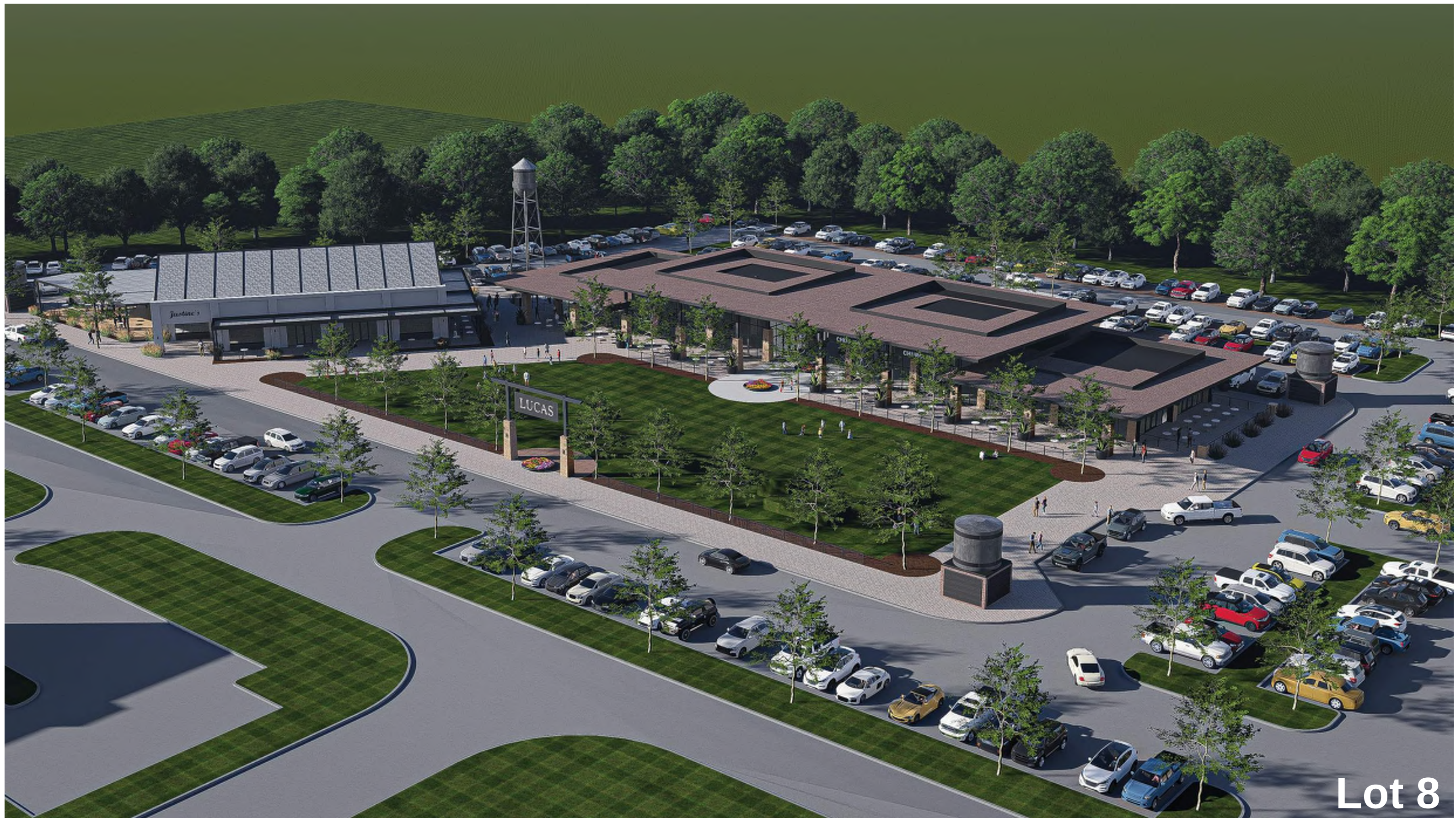


CHARCOAL STUCCO - SHERWIN WILLIAMS 7019 GAUNTLET GRAY



HONED NATURAL LIMESTONE VENEER

Lucas Retail Design





Lot 8







Lot 8



Lot 8



Lot 8





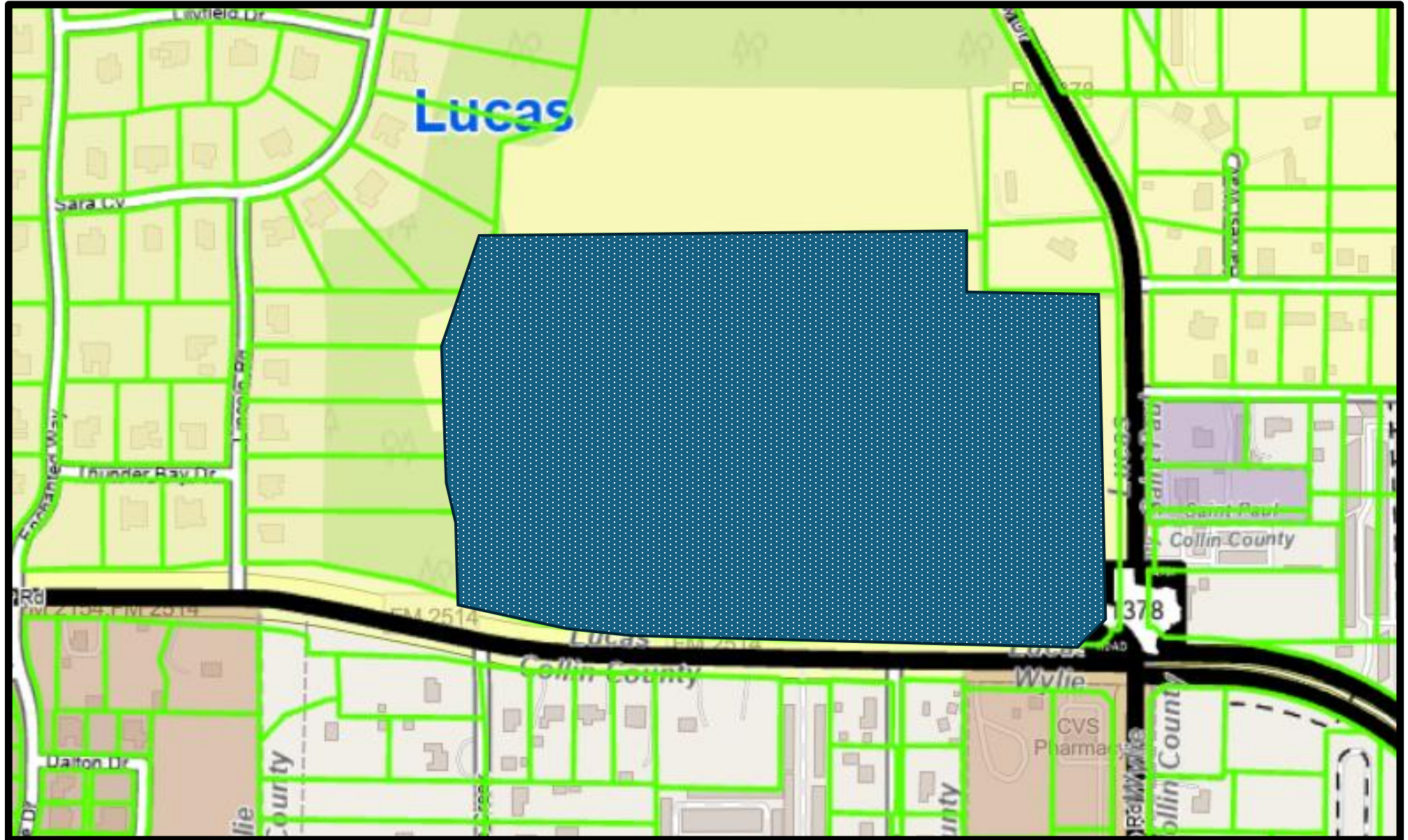




Lot 17



Parker & Southview Planned Development ~ Location Map





Patrick Hubbard, MPA

City of Lucas
CIP Manager
665 Country Club Road
Lucas, Texas 75002

May 21, 2024

Re: *2nd Review Comments*
Malouf – Private Development
Lucas, TX – Muddy Creek

Mr. Hubbard:

Cardinal Strategies Engineering Services, LLC ("Cardinal") received a Detention Timing Study from Kimley-Horn and Associates, Inc for the Malouf commercial site located on the northwest corner of Parker Road and Southview Drive in the City of Lucas, Texas. The comments made are in general observation of the information provided and do not relieve the Engineer of Record of any responsibilities under the Texas Engineering Practice Act.

I. Report

1. 1st Comment: The final report should be signed and sealed by the professional engineer.

1st Response: The final report has been signed and sealed.

2nd Comment: Addressed.

II. Hydrology

1. 1st Comment: The drainage areas should be rounded to 0.01 acres (0.000001 sq mi) in HEC-HMS from the CITY Planning and Design Criteria Section 13.07.005.c.6.

1st Response: The drainage area values in HEC-HMS have been updated.

2nd Comment: Addressed.

2. 1st Comment: From the CITY Planning and Design Criteria Section 13.07.005.b, the hydrology model should be in the latest version of HEC-HMS

1st Response: The HEC-HMS model has been updated to the latest version (Version 4.11)

2nd Comment: Addressed.

3. 1st Comment: There are markups added to EXH-3 which are included with these comments. There seems to be new developments around drainage area MC_R2630W2630 that were developed after the Cardinal study. The change in land use and drainage area should be reflected in this study.

1st Response: The land use has been updated to align with current land use.

2nd Comment: Addressed.

4. 1st Comment: The Post-Project Time of Concentrations table calculations only have Storm Sewer Flow for the flow path (aside from MC_R2630W2630c1), there should be sheet and shallow concentrated flow with these areas.

1st Response: Since this is just a preliminary design to determine if the site can develop without detention, there is no grading associated with the current site plan. Kimley-Horn used a minimum inlet time in lieu of sheet and shallow concentrated flow for this exercise. Grading will be provided when the site goes into final design.

2nd Comment: Conditionally Addressed. The lag times will need to be updated when this goes to final design.

5. 1st Comment: EXH-3 and EXH-4 show a difference in land use off-site in drainage area MC_R2630W2630a, shown in the clips below. Though the curve numbers for the drainage areas are the same. Please revise.

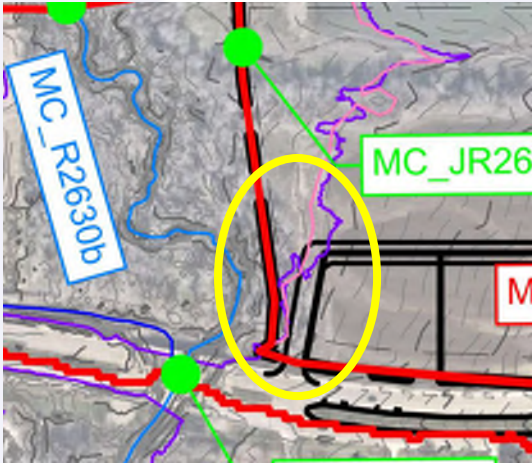


1st Response: Drainage area MC_R2630W2630a has been updated to show the proper land use.

2nd Comment: Addressed

III. Hydraulics

- 1st Comment: The Hydraulic Analysis section mentions that the site won't affect the floodplain but EXH-2 shows the floodplain overlaps with the entrance on the west side of the site (see clip below). If grading in this area is proposed then a Hydraulic Analysis will be needed.



1st Response: The site plan has been adjusted to be outside of the floodplain.

2nd Comment: Addressed.

IV. General

- 1st Comment: Please include all digital files (CAD/shapefiles) that were used in the hydrology and hydraulic study. This should include drainage areas, land use, flowpaths, soils, cross-sections, stream centerlines, floodplains, existing and proposed contours and etc.

1st Response: CAD digital files have been included.

2nd Comment: Addressed.

Based on the comments above, Cardinal does recommend acceptance of this plan set. The study meets the standards set by the CITY.

Sincerely,



Thomas Caffarel, PE, CFM
Engineering Services Manager
Cardinal Strategies
TBPE Firm Registration No. F-11976



John Jacobs, CFM
Assistant Project Manager
Cardinal Strategies
TBPE Firm Registration No. F-11976



ORDINANCE # 2025-01-01011

[CHANGE IN ZONING – ±41.9954 ACRES LOCATED AT NORTHWEST CORNER OF PARKER ROAD AND COUNTRY CLUB ROAD]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM COMMERCIAL BUSINESS (CB) TO PLANNED DEVELOPMENT NO. 3 (PD-3) WITH A BASE ZONING OF COMMERCIAL BUSINESS (CB), ON A PARCEL OF LAND, LOCATED AT THE NORTHWEST CORNER OF PARKER ROAD AND COUNTRY CLUB ROAD, LUCAS, COLLIN COUNTY, TEXAS, AND BEING PART OF THE JAMES ANDERSON SURVEY, ABSTRACT 17, SHEET 2, TRACT 27 AND TRACT 29, AND BEING PART OF A CALLED 367.347 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED UNDER COUNTY CLERK'S FILE NO. 20110222000191070 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 2.00 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 20150302000222420 OF SAID OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED ON EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

Section 1. The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended to grant a change in zoning from Commercial District (CB) to Planned Development No. 3 (PD-3) with a base zoning of Commercial Business (CB), on a parcel of land, located at Northwest corner of Parker Road and Country Club Road, Lucas, Collin County, Texas, and being part of the James Anderson Survey, Abstract No. 17, and being part of a called 367.347 acre of land described in a special warrant deed recoded in instrument no. 20110222000191070 of the Deed

Records of Collins County, Texas and being part of a called 2.00 acre tract of land described in a General Warranty Deed as recorded under County Clerk's File No. 20150302000222420 of said Official Public Records and being more particularly described and depicted on Exhibit "A" and Exhibit "B", attached hereto and made part hereof for all purposes.

Section 2. Land Use and Development Standards

A. General.

These development standards apply to the approximate cumulative 41.9954-acre tract as described in the legal description (Exhibit E) (the "Property"), attached herein. Unless otherwise provided herein, development of the Property shall be in accordance with the City of Lucas's (the "City") Code of Ordinances (the "Code"), as may be amended.

B. Site Plan.

The Property shall generally be developed in accordance with the Site Plan (Exhibit B), attached herein. In the event of a conflict between the Site Plan and these development standards set forth herein, these development standards shall apply.

C. Use Regulations.

In addition to those specified below, all uses permitted in the Commercial Business (CB) District are permitted by right, subject to any use specific restrictions provided below.

1. Automobile repair minor;
 - a. Only permitted by right on lots 2, 3, 6, 7, 11, 12 and 16.
2. Convenience store with refueling station:
 - a. Only permitted by right on lot 4.
3. Department store (retail);
4. Farmer's market;
5. Hobby or toy store;
6. Medical minor emergency clinic;
7. Outside display of merchandise;
 - a. Only permitted by right on areas shown on the Site Plan;
8. Paint store;
9. Pet shop; Only permitted by right on lots 1, 2, 3, 5, 6, 7, 8, 9, 11, 16 and 17;
10. Pharmacist or drug store (with a drive through);
11. Refueling station:
 - a. Automobile refueling station permitted by right only on lot 4
 - b. Electric automobile refueling station permitted by right only on lots 4 and 10 and require a main exterior disconnect
12. Restaurant drive in;
13. Restaurant drive-through;

- a. Permitted subject to Development Review Committee ("DRC") review and approval of stacking for drive-through services which shall not extend into roadways, driveways, or other lots.
 - b. Not permitted on lot 1.
- 14. Restaurant with food smoked on site;
 - a. Only permitted by right on lots 1, 2, 3, 5, 6, 7, 8, 11, and 16;
- 15. Therapeutic massage;
 - a. Permitted subject to DRC review and approval; and
 - b. Such therapeutic massage uses shall not be open after 9:00pm on any day.
- 16. Used clothing store; and
- 17. Vehicle wash:
 - a. Not permitted on lot 1.

D. Development Regulations.

Unless otherwise stated herein, the general provisions set forth in the Code, including the City's Zoning Ordinance (the "Zoning Ordinance"), as amended, apply. The Property shall be developed in accordance with the Commercial Business (CB) District regulations, except as provided herein. In the event of a conflict between the Zoning Ordinance and these development standards set forth herein, these development standards shall apply.

- 1. Building Height.
 - a. Maximum height.
 - i. Lots 9, 10, and 17: 42 feet.
 - ii. Lots 5 and 8: 35 feet.
 - iii. All other lots shall comply with the CB District standards.
- 2. Setbacks.
 - a. Side yard: minimum side setback of 10 feet (10') between interior lot lines.
 - b. Rear yard: minimum rear setback of ten feet (10') between interior lot lines.
 - c. Front yard: minimum front setback of ten feet (10') between interior lot lines.
 - d. All periphery setbacks shall comply with the CB District standards.
- 3. Business operations.
 - a. Outside dining is permitted.
 - b. Outside music prohibited.
 - c. Office uses shall be considered service type uses.
- 4. Off-street parking and loading.
 - a. Off-street parking and loading shall be provided as shown on the Site Plan and as further provided in Section E of these standards.
- 5. Impervious coverage.
 - a. Maximum impervious coverage for the Property is 70% with an additional allowance of up to 10% for pervious coverage.
- 6. Landscaping and tree conservation.
 - a. Landscaping.
 - i. Approved landscape material includes turf grasses.

- ii. One (1) shade tree and twelve (12) shrubs for every seventy-five (30) linear feet of frontage is required.
 - iii. One (1) shade tree for every 40 feet of adjacency to property used or zoned for single-family or duplex.
 - iv. A minimum of 20 percent of the Property (excluding right of way) shall be maintained as landscaped area.
 - v. A minimum of 5 percent of each individual lot (excluding right of way) shall be maintained as landscaped area.
 - vi. A minimum of 5 percent of interior parking lots shall be maintained as landscaped area.
 - vii. Floodplain area shall be considered landscape area subject to the following:
 - A. Floodplain area shall be maintained in a state of good repair and neat appearance so as to not interfere with use of the floodplain area as landscape area.
- b. Tree Conservation.
 - i. Mature trees within the area identified as “tree preservation zone” on the Site Plan may not be voluntarily removed by the Property owner.
- 7. Signs. Signage must be provided in accordance with the following and as shown on the Site Plan and the Sign Elevations (Exhibit C).
 - a. Maximum height of a freestanding sign shall be 15 feet.
 - b. Monument Signs.
 - i. Maximum height of a freestanding sign shall be 15 feet.
 - A. Exception – Lot 8, sign #1 maximum height is 24 feet.
 - ii. The sign area illustrating the business name shall not exceed 100 square feet. The overall sign area, including the base and/or supporting frame, may be no more than 150 square feet.
 - iii. The minimum distance between signs is 50 feet.
 - iv. Shall incorporate the City of Lucas logo (“L” with horses).
 - v. Prohibited on lot 1.
 - c. Attached Signs.
 - i. Canopy, awning, and arcade signs are permitted.
 - ii. Except as otherwise provided herein, one (1) attached sign is allowed on the front façade of a building. Additional signs may be placed on any other facade of a building if such façade faces an abutting drive or parking lot. Attached signs may be a maximum of 10 percent of the total area of the front façade or 150 square feet, whichever is larger.
 - iii. For tenants occupying a building or suite 7,000 square feet or more, multiple attached signs are permitted. The total area of signs located on the primary facade shall not exceed 10 percent of the primary façade area. The total area of signs located on secondary facades shall not exceed 5 percent of the secondary façade area.
 - iv. Additional signs for a refueling station may be located on the three (3) primary facias of the refueling station canopy. The maximum sign area for the canopy-

attached signs shall be the same as the maximum area permitted for the building-attached signs.

v. Lot 5 – a double frontage lot – signage allowed on both frontage façades.

d. Sign illumination.

i. Signs related to a refueling station used to advertise fuel prices shall have no hour restrictions for operation or illumination.

ii. Signs related to a grocery store use located on a lot used for a refueling station may be illuminated from dusk to daylight.

iii. All other signs related to a grocery use must extinguish illumination at 12:00am.

iv. Rear illuminated signs allowed only on lot 4 and 8 and side façade of lot 4.

v. Animation is prohibited on all signage.

8. Miscellaneous.

a. A specific use permit shall be required when the total square footage of a single use exceeds 66,000 square feet.

b. No screening shall be required along the western property line.

c. Off-street loading areas are not required. However, if off-street loading area is provided it must be located at the rear or the side of a building and are not required to be screened from adjacent single-family residential use.

Note: Customer pickup is not considered off-street loading for the purposes of this sub-paragraph.

d. "Strip-type" commercial development is permitted as generally shown on the Site Plan.

e. Screening is not required for transformers, utility meters, and other machinery.

f. The City of Lucas wastewater lift station providing service to the Property shall be screened with wrought-iron fencing.

g. Transformers, lift stations, utility meters, and other machinery are not required to be located at the rear property line, drive, or alley.

h. Storefronts or faces of buildings shall provide architectural elements in order to achieve varying façade geometry and articulation.

i. Direct light sources shall not produce glare at the property line but may be visible at the property line at ground level or above, but must be contained to the target area.

j. Bays for automobile repair uses may not face a public thoroughfare.

k. Outdoor storage, display and use Only permitted by right in areas clouded and labeled on the proposed site plan for outdoor storage, all other outdoor storage, display and use by SUP only.

l. 8-foot above grade masonry screening wall required on lot 14 western lot line.

E. Major Development Standards.

Except as provided herein, the major development standards in section 14.03.355 of the Zoning Ordinance shall apply.

1. The maximum height of any wall is not limited by proximity to a residential zoning district.
2. No landscape area, including a landscaped street or landscaped pedestrian way, or other appropriate landscape or hardscape features is required to separate lots from each other.
3. Parking is not required to be divided into multiple lots and may contain more than 120 parking spaces. No maximum number of total off-street parking serving development on the Property.
4. Minimum parking space dimensions shall be nine feet (9') wide and eighteen feet (18') in length.
5. A covered passenger loading area is not required except for a medical minor emergency clinic.
6. No elevation or change in materials is required to differentiate pedestrian walkways from driving surfaces, except for pedestrian walkways contiguous with buildings.
7. No reader boards having changeable copy, electronic or otherwise, are allowed except for any signs related to a refueling station or a convenience store with refueling station.
 - a. Reader boards related to a refueling station having a changeable copy, electronic, or otherwise may be located on a:
 - i. Monument sign;
 - ii. Canopy sign; or
 - iii. Any other sign permitted by these standards or the Code to display fuel pricing.
8. No bus pullout or shelter is required to be developed on-site or off-site in relation to the Property.

F. Site plan, landscape plan, and building design.

1. Site plans and amendments to the Site Plan that conform to the requirements of this planned development shall be reviewed by Planning and Zoning Commission but do not require public hearings. Non-conforming site plans and amendments to non-conforming site plans require review and approval by the Planning and Zoning Commission after a public hearing. Amendments to the Site Plan may not increase maximum height or density, decrease maximum impervious coverage, or decrease minimum setbacks.
2. Landscape plans and amendments to landscape plans that conform to the requirements of this planned development shall be reviewed by the Planning and Zoning Commission but do not require a public hearing. Non-conforming landscape plans and amendments to non-conforming landscape plans require review and approval by the Planning and Zoning Commission after a public hearing. Minor amendments to the approved landscape plan may be approved administratively by the DRC.
3. Building design and materials.
 - a. Lot 4, 8, 9, 10, and 17.
 - i. Building design, materials, and appearance for lots 4, 8, 9, 10, and 17 shall be provided in accordance with the Retail Design Package (Exhibit D).
 - b. All other lots shall provide building design, materials, and appearance generally consistent with the Materials Board (Exhibit E).
4. Development of the Property shall be consistent with the Site Plan.

Section 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

Section 4. That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 5. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 6. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS _____ DAY OF _____, 2025.

APPROVED:

Dusty Kuykendall, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr.
(12-17-24;cgm)

Toshia Kimball, City Secretary

EXHIBIT "A"
Property Description

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas and being part of a called 367.347 acre tract of land described in Special Warranty Deed to JCBR HOLDINGS, LLC, recorded in Instrument No. 0110222000191070, Official Public Records, Collin County, Texas, and being part of a called 2.00 acre tract of and described in General Warranty Deed to JCBR Holdings LLC, recorded in Instrument No. 20150302000222420 of said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found at the southwest end of a corner clip at the intersection of the north right-of-way line of Parker Road (also known as F.M. No. 2514, a variable width right-of-way) and the west right-of-way line of Southview Drive (also known as F.M. Road 1378, a variable width right-of-way), said point also being a southeast corner of said 367.347 acre tract;

THENCE with said north right-of-way line of Parker Road, the following courses and distances:

North 89°48'38" West, a distance of 801.93 feet to a 5/8-inch iron rod found for corner;
South 88°25'33" West, a distance of 194.94 feet to a 5/8-inch iron rod found for corner;
North 89°51'51" West, a distance of 305.21 feet to a 5/8-inch iron rod found for corner;
North 86°12'54" West, a distance of 267.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,828.00 feet, a central angle of 10°48'32", and a chord bearing and distance of North 84°27'35" West, 344.34 feet;
In a westerly direction, with said non-tangent curve to the right, an arc distance of 344.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 72°59'38" West, a distance of 74.76 feet to a point for corner in said north right-of-way line of Parker Road;

THENCE departing said north right-of-way line of Parker Road, with the east line of Enchanted Creek Phase IB, an addition to the City of Lucas, according to the plat recorded in Instrument No. 20150612010002100 of said Official Public Records, the following courses and distances:

North 58°50'27" East, a distance of 26.36 feet to a point for corner;
North 04°32'46" East, a distance of 83.77 feet to a point for corner;
North 08°18'33" West, a distance of 429.94 feet to a point for corner;
North 03°05'56" West, a distance 163.45 feet to a point for corner;

THENCE departing said east line of Enchanted Creek Phase IB, over and across said 367.347 acre tract and said 2.00 acre tract, the following courses and distances:

North 90°00'00" East, a distance of 1,432.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°00'00" East, a distance of 411.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 211.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the west line of said 2.00 acre tract;
North 00°00'00" East, a distance of 105.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 384.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 528.00 feet, a central angle of 16°58'52", and a chord bearing and distance of South 10°26'40" East, 155.91 feet, in said west right-of-way line of Southview Drive;

THENCE with said west right-of-way line of Southview Drive, the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 156.49 feet to a point for corner;
South 02°01'58" East, a distance of 658.47 feet to a point for corner;
South 00°36'17" East, a distance of 414.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 89°36'14" West, a distance of 28.52 feet to a 5/8-inch iron rod with plastic cap stamped "PBJ SURVEYING" found for corner;
South 00°23'46" East, a distance of 16.38 feet a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found for the northeast end of said corner clip;

THENCE with said corner clip, South 45°06'51" West, a distance of 43.68 feet to the **POINT OF BEGINNING** and containing 1,829,317 square feet or 41.9954 acres of land.

The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011).

EXHIBIT “B”
Property Depiction

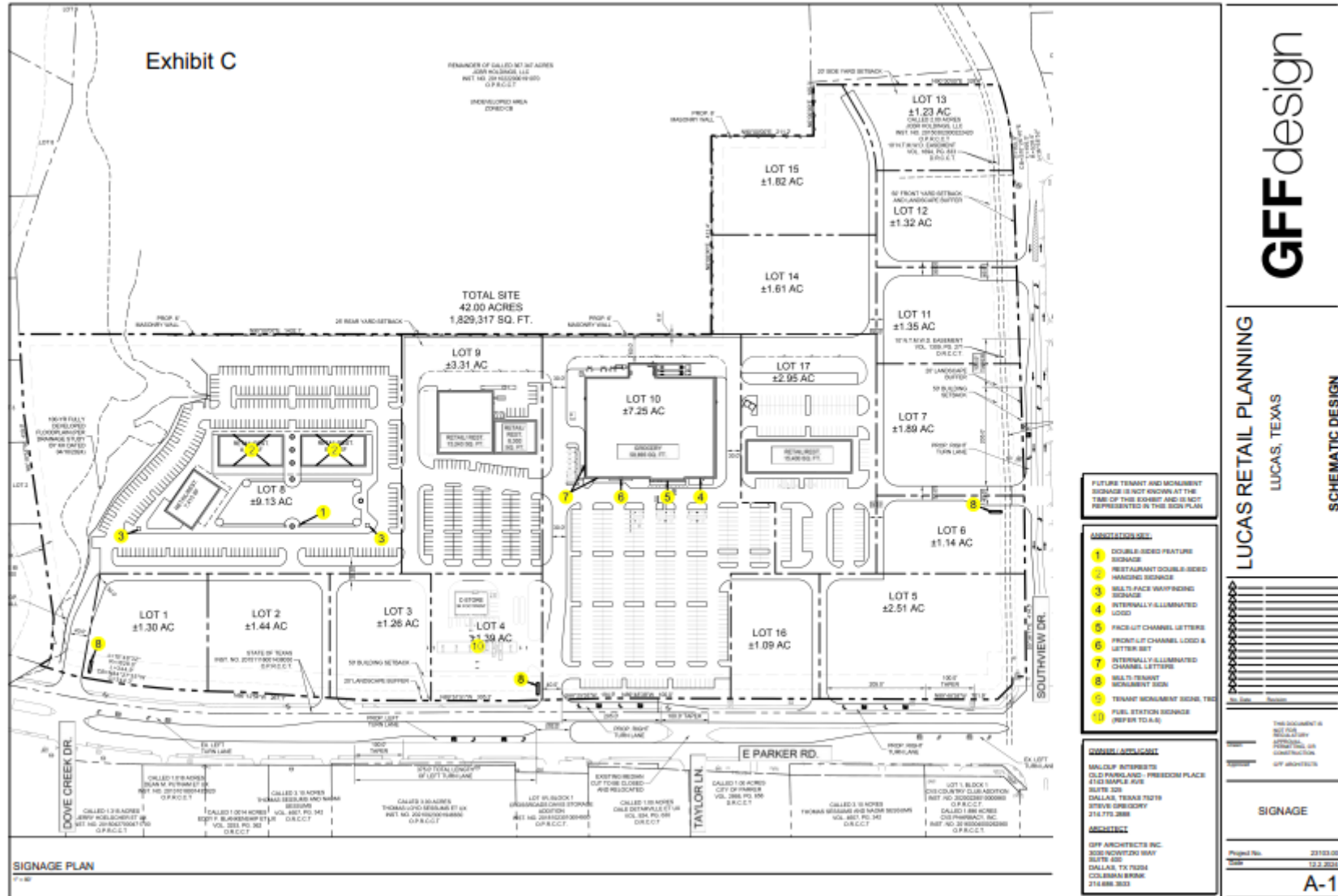


Exhibit "B"
City of Lucas
Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
Approved: January 16, 2025

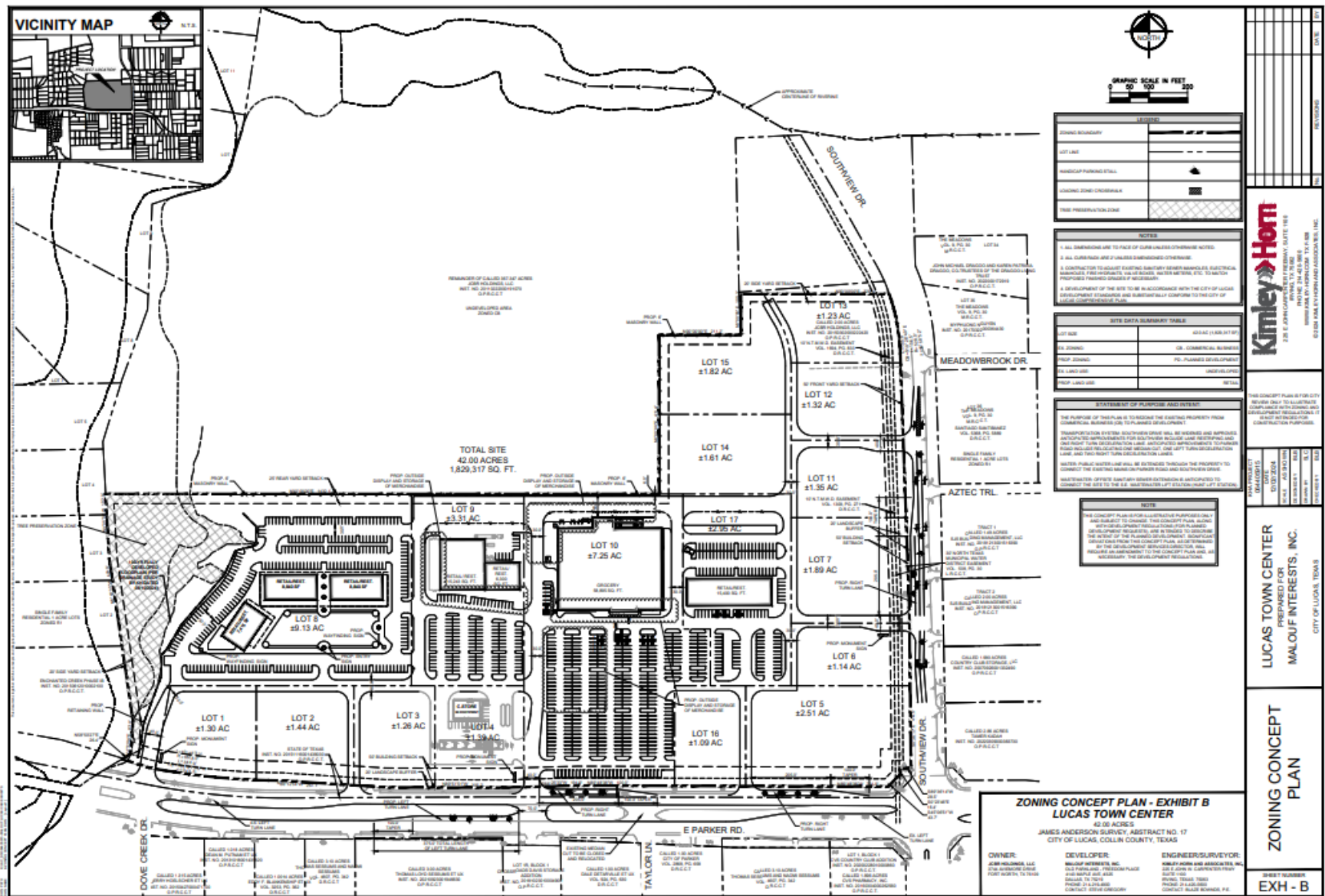


Exhibit "B"
City of Lucas
Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
Approved: January 16, 2025

EXHIBIT "C" Sign Elevations



3 MULTI-FACE WAYFINDING SIGNAGE - LOT 8
10'2" x 1'10"



2 RESTAURANT DOUBLE-SIDED HANGING SIGNAGE - LOT 8
10'2" x 1'10"



1 DOUBLE-SIDED FEATURE SIGNAGE - LOT 8
10'2" x 1'10"



Search - One week until Christmas

GFF design

LUCAS RETAIL PLANNING
LUCAS, TEXAS
SCHEMATIC DESIGN

THIS DOCUMENT IS
NOT FOR
REGULATORY
APPROVAL
PERMITTING OR
CONSTRUCTION

OWNER / APPLICANT
MALOUF INTERESTS
OLD PARKLAND - FREEDOM PLACE
4143 MARPLE AVE.
SUITE 325
DALLAS, TEXAS 75219
STEVE GREGORY
214.775.2888

ARCHITECT
GFF ARCHITECTS INC.
3033 NOWITZKY WAY
SUITE 400
DALLAS, TX 75204
COLEMAN GROMK
214.686.3533

Project No. 23103.00
Date 12.2.2024

A-2



A wooden signpost with a dark grey sign that reads "LUCAS" in white capital letters. The signpost has two vertical wooden posts and a horizontal crossbar.

An architectural rendering of the Churchill's building facade. The building features a prominent, dark, overhanging roof structure. The name 'CHURCHILL'S' is displayed in large, white, sans-serif capital letters on a dark horizontal band above the entrance. The entrance area is characterized by large glass windows and doors, reflecting the surrounding environment. In the foreground, there is a paved plaza with several people walking, and a green lawn area with more people. The overall design is modern and minimalist.

CHURCHILLS

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A-2

SCHEMATIC DESIGN



TOM THUMB ELEVATION



7 INTERNALLY ILLUMINATED CHANNEL LETTERS - LOT 10
10' x 10'

SCOPE OF WORK:

- MANUFACTURE AND INSTALL:
- NEW 5" DEEP ILLUMINATED CHANNEL LETTERS WITH BLACK ALUMINUM RETURNS.
- WHITE ACRYLIC FACES FOR DARK FACADE.
- 1" WIDE BLACK TRIMCAP.
- WHITE LED ILLUMINATION.
- FLUSH-MOUNTED TO SIGN BAND.

120V



6 FRONT LIT CHANNEL LOGO & LETTER SET - LOT 10
10' x 10'

SCOPE OF WORK:

- MANUFACTURE AND INSTALL:
- (1) INTERNALLY LED ILLUMINATED FRONT LIT CHANNEL LOGO AND LETTER SET.
- LOGO:
- 5" DEEP, .063" THK. ALUM. RETURNS PTD. WHITE W/ 3/4" X .090" LANDING WELDED ON FRONT.
- 3/16" WHITE POLYCARBONATE FACE W/ DIRECT DIGITALLY PRINTED GRAPHIC, RED MATCH 3M 3630-53 CARDINAL RED APPLIED ON 1ST SURFACE W/ APPLIED UV PROTECTIVE FILM ON 1ST SURFACE AFTER PRINTING.
- 1" X 1" X .090" ALUM. RETAINERS PTD. RED MATCH 3M 3630-53 CARDINAL RED.
- PRINCIPAL STREET FIGHTER CHOICE WHITE LEDS
- 3mm ACM BACK.

LETTERS:

- .040" PREFINISHED WHITE ALUM. RETURNS AND 3mm WHITE ACM BACKS.
- 1/8" WHITE ACRYLIC FACES W/ 1" BLACK TRIM CAPS.
- PRINCIPAL STREET FIGHTER CHOICE WHITE LEDS



5 FACE LIT CHANNEL LETTERS - LOT 10
10' x 10'

SCOPE OF WORK:

- MANUFACTURE AND INSTALL:
- NEW 5" DEEP ILLUMINATED CHANNEL LETTERS WITH WHITE ALUMINUM RETURNS AT LETTERS AND RED ALUMINUM RETURNS AT UNDERSCORE.
- WHITE POLYCARBONATE LETTER FACES.
- WHITE POLYCARBONATE UNDERSCORE FACE WITH FIRST SURFACE RED VINYL OVERLAY.
- 1" X 1/4" WIDE ALUMINUM FACE RETAINERS PAINTED TO MATCH FACE COLOR.
- 6600K WHITE LED ILLUMINATION AT LETTERS.
- RED LED ILLUMINATION AT UNDERSCORE.
- FLUSH-MOUNTED TO SIGN BAND.



4 INTERNALLY-ILLUMINATED LOGO - LOT 10
10' x 10'

SCOPE OF WORK:

- MANUFACTURE AND INSTALL:
- NEW 5" DEEP ILLUMINATED CHANNEL LETTER LOGO WITH BLACK ALUMINUM RETURNS.
- .177" THK. #7328 WHITE POLYCARBONATE FACE WITH FIRST SURFACE VINYL WITH DIGITALLY-PRINTED COLOR TO MATCH BRAND GUIDELINES.
- 2" WIDE BLACK TRIMCAP WITH CLIPS.
- PRINCIPAL STREET FIGHTER CHOICE WHITE LED ILLUMINATION.
- FLUSH-MOUNTED TO SIGN BAND.

120V

OWNER/APPLICANT	
MALOUF INTERESTS	
OLD PARKLAND - FREEDOM PLACE	
4143 MAPLE AVE	
SUITE 305	
DALLAS, TEXAS 75219	
STEVE GRIGORY	
214.775.3888	
ARCHITECT	
GFF ARCHITECTS INC.	
3038 HOWITZ WAY	
SUITE 400	
DALLAS, TX 75204	
COLEMAN BRINK	
214.686.3533	

GFFdesign

LUCAS RETAIL PLANNING

LUCAS, TEXAS

SCHEMATIC DESIGN

Rev	Date	Revision
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THIS DOCUMENT IS NOT FOR REGULATORY, PERMITTING, OR CONSTRUCTION PURPOSES.

SIGNAGE

Project No. 23103.00
Date 12.2.2024

A-3

EXHIBIT “D” Retail Design Package



GFFdesign



Site at 10/11/2025 Site Plan Preparation, Approval, Permitting, & Construction Roadside Work Traffic Signs Landscape Planning & Construction of Site at 10/11/2025

Exhibit “D”
City of Lucas
Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
Approved: January 16, 2025



GFFdesign



July 6, 2025 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Single Retail Planning 1/1 June 18, 2025 1/1 Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



GFFdesign



Job #: 22156 Not For Regulatory Approval/Permitting or Construction Permit/Permitted Dallas, Texas Single Retail Planning / June 18, 2024 / Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)

Approved: January 16, 2025



GFFdesign



Job #: 22756 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Sanger Retail Planning / June 19, 2025 / Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



GFFdesign



July 9, 2025 Not For Regulatory Approval, Permitting, or Construction Final/Revised Lucas, Texas Senior Rural Planning // June 18, 2025 // Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



GFFdesign



Job #: 22186 Not For Regulatory Approval, Permitting, or Construction Plans/Revisions Dates, Times Single Retail Planning 11 June 18 2025 11 Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



GFFdesign



Job #: 22186 | Not For Regulatory Approval, Permitting, or Construction | Preliminary | Lucas, Texas | Sanger Retail Planning | June 18, 2024 | Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)

Approved: January 16, 2025



GFFdesign



Job #: 22186 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Single Retail Planning 1/1 June 18, 2025 1/1 Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)

Approved: January 16, 2025



GFFdesign



Job #: 22186 | Not For Regulatory Approval/Permitting or Construction | Paved/Reasphalt | Dallas, Texas | Larger Retail Planning | June 18, 2024 | Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



GFFdesign Malout

Job #: 22186 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Single Retail Planning 11 June 16, 2023 11 Submittal Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



Lot 17

GFFdesign



July 9, 2025 | Not For Regulatory Approval, Permitting, or Construction | Period: Permanent | Dallas, Texas | Sanger Retail Planning | June 18, 2025 | Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
 Approved: January 16, 2025



GFFdesign



July 16, 2025 | Not For Regulatory Approval, Permitting, or Construction | Perish/Perishment | Dallas, Texas | Sanger Retail Planning | June 18, 2025 | Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)

Approved: January 16, 2025

EXHIBIT “E” Materials Board



COMPOSITE WOOD PLANK - SOFFIT



BRICK BLEND - RUNNING BOND



PAINTED CMU - MULTIPLE NEUTRAL COLORS



CORRUGATED METAL ROOF AND WALL PANEL



CLEAR ANODIZED ALUMINUM STOREFRONT



COMPOSITE WOOD PLANK - WALL SIDING



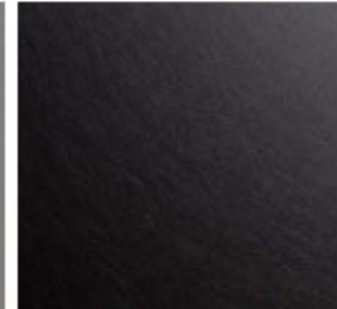
WHITE BRICK - RUNNING BOND



CHARCOAL GRAY PAINT



STANDING SEAM METAL PANEL - SLATE GRAY

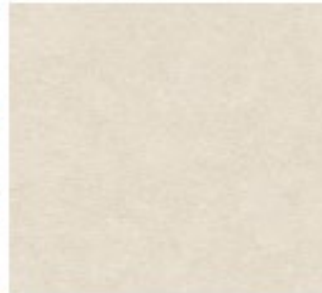


BLACK ANODIZED ALUMINUM STOREFRONT

Exhibit C



WOOD-LOOK METAL PANEL TO MATCH WALL SIDING



WHITE STUCCO - SHERWIN WILLIAMS 7008 ALABASTER



CHARCOAL STUCCO - SHERWIN WILLIAMS 7009 GUNMETAL GRAY



HONED NATURAL LIMESTONE VENEER

GFFdesign
4908-4936-1927, v. 2



Job #: 22022 Not For Regulatory Approval, Permitting or Construction Field/Manufacturer Dallas, Texas Lucas Perini © December 2, 2024 © Schematic Design

MATERIALS

Exhibit “E”
City of Lucas
Ordinance # 2025-01-01011 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and County Club Road)
Approved: January 16, 2025



City of Lucas

City Council Agenda Request

January 16, 2025

Item No. 05

Requestor: Mayor Dusty Kuykendall

Agenda Item Request

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

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

January 16, 2025

Item No. 06

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