



AGENDA CITY COUNCIL MEETING

November 6, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, TX

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

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/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 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest.

Consent Agenda

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

3. Consent Agenda
 - A. October 2, 2025 Meeting minutes
 - B. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal control services for a period of one-year beginning October 1, 2025, through September 30, 2026, in an amount not to exceed \$19,030.

Public Hearing

4. Conduct a public hearing for the voluntary annexation of approximately 169.4220 acres of land, more fully described as being out of the Francis W. Capps Survey, Abstract No. 231; the Simpson Barrow Survey, Abstract No. 49; the Michael Millirons Survey, Abstract No. 564; the Orpha Shelby Survey, Abstract No. 799; the D.M. Farmer Survey, Abstract No. 303; and the Montgomery Birch Survey, Abstract No. 115, Collin County, Texas; commonly known as the Brockdale Park Boat Ramp.
 - A. Presentation by Joe Hilbourn, Development Services Director
 - B. Conduct public hearing
 - C. Take action on public hearing item
(Joe Hilbourn, Development Services Director)
5. Conduct a public hearing to consider a request by Gavin Newman of GFFdesign, on behalf of Lucas Christian Academy, property owner at 505 W. Lucas Road, Lucas Christian Church Addition, Block A, Lots 1 and 2; Lucas, Texas 75002 for an amendment to the Specific Use Permit (SUP) to include temporary modular classrooms at the southwest corner of the existing educational facilities.
 - A. Presentation by Joe Hilbourn, Development Services Director
 - B. Conduct public hearing
 - C. Take action on public hearing item
(Joe Hilbourn, Development Services Director)

Regular Agenda

6. Consider authorizing the City Manager to enter into a licensing agreement with William Wade Shipley for the use of a portion of the sixty-foot (60') wide right-of-way dedication to the east of his property located west of 2515 Orr Rd and north of the homes on Stanford Drive to construct a privately-owned driveway and landscaping. (Joe Hilbourn, Development Services Director)
7. Consider the following as it relates to the Public Works Storage building at North Pump

Station:

- Authorize the City Manager to negotiate and enter into a contract with Jones Brothers Construction for an amount not to exceed \$771,099.
 - Amend budget account number 51-8400-200 Building Improvements by \$127,250 utilizing funding from unrestricted water fund reserves for \$9,719 construction shortfall, \$25,000 camera/security, and contingency of \$92,531 for a total budget cost of \$888,630. **(Jeremy Bogle, Public Works Director)**
8. Consider approving Resolution R 2025-11-05577 and cast votes for Collin County Central Appraisal District Board of Directors. **(Toshia Kimball, City Secretary, Dusty Kuykendall, Mayor)**
 9. Consider the following items as they relate to the Osage Lane Sewer Lift Station project:
 - A. Appropriate \$702,985 from Unrestricted Water Fund Reserves to FY 25-26 budget Account 21-8210-490.131 (Osage Lane Lift Station).
 - B. Award the bid and authorize the City Manager to enter into an agreement with Triad Services Group, LLC for the construction of the Osage Lane Sewer Lift Station project in an amount not to exceed \$828,760 using \$208,651 from Account 51-1001-76 (Restricted Cash Osage Lane Lift Station) and \$620,109 from unrestricted water fund reserves.
 - C. Encumber a 10% contingency totaling \$82,876 in Account 21-8210-490.131 (Osage Lane Lift Station) to be reserved by the City to cover any unforeseen project expenses.
 - D. Negotiate and enter into a Reimbursement Agreement with Malouf Interests, Inc., for reimbursement by the developer to the City in the amount of \$109,150. **(Patrick Hubbard, CIP Manager)**
 10. Consider and give staff direction on the review of the City of Lucas Charter or any recommended amendments. **(John Whitsell, City Manager)**

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.

11. The City Council will convene into executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee. City Manager **(City Council)**
12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session. **(City Council)**
13. Adjournment **(City Council)**

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 October 31, 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.



Item No. 1.

**City of Lucas
City Council Agenda Request
November 6, 2025**

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Citizen Input.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



**City of Lucas
City Council Agenda Request
November 6, 2025**

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Items of Community Interest.

Background Information:

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

Recommendation:

NA

Motion:

NA



City of Lucas City Council Agenda Request November 6, 2025

Requester: Toshia Kimball, City Secretary
John Whitsell, City Manager
Dusty Kuykendall, Mayor

Agenda Item Request:

Consent Agenda

- A. October 2, 2025 Meeting minutes
- B. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal control services for a period of one-year beginning October 1, 2025, through September 30, 2026, in an amount not to exceed \$19,030.

Background Information:

Agenda Item B:

Collin County has provided a contract modification amendment to renew the Interlocal Agreement between the City of Lucas and Collin County for animal control services for a one-year period. Staff has reviewed the renewal, and there is no increased cost for animal shelter services.

Attachments/Supporting Documentation:

- 1. 10-2-2025 City Council Meeting Minutes
- 2. NEW FY26 Animal Control Amendment 19 - City of Lucas
- 3. FY 2026 Animal Control Billing Fees 10_3_25

Budget/Financial Impact:

Agenda Item B:

There is no financial impact to the approved budget for fiscal year 2025/26, as there are no increased costs for animal control services.

Recommendation:

City Staff recommends approval of the Consent Agenda.

Motion:

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



MINUTES **CITY COUNCIL REGULAR MEETING**

October 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 Neil Peterson
Councilmember Brian Stubblefield
Councilmember Tim Johnson

City Staff Present:

City Manager John Whitsell
Public Works Director Jeremy Bogle

City Councilmembers Remote:

Councilmember Chris Bierman
Councilmember Phil Lawrence

Mayor Kuykendall called the meeting to order at 6:30 p.m., determined that a quorum was present, and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input

No citizen input.

Community Interest

2. Items of Community Interest:

Mayor Kuykendall presented the items of Community Interest.

- Movie in the Park – October 3, 2025, at 7 p.m. The movie will be Scoob. Free Hot dogs, chips, and popcorn will be served.
- Lucas Fire Rescue Open House – October 5, 2025, 12 p.m. – 3 p.m. at the Lucas Fire Station.
- National Night Out – The City of Lucas will host National Night Out on Tuesday, October 7, 2025, from 6 pm to 8 pm. If you want Lucas Fire-Rescue to visit your neighborhood party, please register online at www.lucastexas.us/nationalnightout.
- Porch & Fence Fall Decoration Contest – Show off your fall spirit. Decorate your front porch or fence with your favorite autumn-themed designs. The winner will receive an exclusive City of Lucas goodie bag. Submit your entry by October 10th.
- Lucas Farmers Market – Upcoming Farmers Market October 11, 2025, 8:00 a.m. to 12:00 p.m. Enjoy the Farmers Market with Pumpkin Painting and tips for Fall Garden Preparation. Bring the kids for a fun Trick-or-Treat Costume Contest.
- Early Voting – October 20th – 24th, 8 am – 5 pm, October 25th 7 am – 7pm, October 26th 11 am -5pm, October 27th 7 am – 7 pm. Election Day November 4th 7 am – 7 pm.



MINUTES **CITY COUNCIL REGULAR MEETING**

October 2, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

- Arbor Day & Recycling Event – Saturday November 1st 9 am -12 pm. Legacy 4-H will be giving away free saplings and mulch to encourage tree planting.

Consent Agenda

3. Consent Agenda:

A. Approval of minutes of the September 18, 2025, City Council meeting.

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

Regular Agenda

4. Consider and act upon the submission of an Official Ballot for the Texas Municipal League (TML) Region 13 Director Election.

MOTION: A motion was made by Mayor Kuykendall, seconded by Mayor Pro Tem Fisher to cast a vote for Mayor Wes Mays as the TML Region 13 Director of the TML Board of Directors for a two-year term beginning October 31, 2025, and ending October 15, 2027. The motion passed unanimously by a 7 to 0 vote.

5. Consider the following items:

- **Authorize the City Manager to execute the Third Amendment to the Agreement for Solid Waste and Recycling Services between the City of Lucas and Community Waste Disposal effective October 1, 2025.**
- **Adopt Ordinance #2025-10-01035 amending the City of Lucas Code of Ordinances, Appendix C titled “Fee Schedule”.**

Wanda Smith, Municipal Coordinator with CWD, presented. She also presented the City Council with the 2023 and 2024 recycling awards.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Johnson to approve authorizing the City Manager to execute the Third Amendment to the Agreement for Solid Waste and Recycling Services between the City of Lucas and Community Waste Disposal effective October 1, 2025, and adopting Ordinance 2025-10-01035 amending the City of Lucas Code of Ordinances, Appendix C titled “Fee Schedule”. The motion passed unanimously by a 7 to 0 vote.



MINUTES
CITY COUNCIL REGULAR MEETING

October 2, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Executive Session Agenda

6. Executive Session:

An Executive Session was not held at this meeting.

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

There was no Executive Session during this meeting.

Adjournment

8. Adjournment.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Stubblefield to adjourn the meeting at 6:55 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary

HISTORICAL INFORMATION

Awarded by Court Order No. 2008-007-01-08

Amendment	<u>No. 1</u>	Court Order No.	<u>2008-881-10-14</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2009-582-08-10</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2010-829-10-11</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.	<u>2011-677-09-19</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 5</u>	Court Order No.	<u>2013-011-01-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 6</u>	Court Order No.	<u>2013-936-11-11</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 7</u>	Court Order No.	<u>2014-987-12-15</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 8</u>	Court Order No.	<u>2016-013-01-04</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 9</u>	Court Order No.	<u>2017-028-01-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 10</u>	Court Order No.	<u>2017-819-10-09</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 11</u>	Court Order No.	<u>2018-994-11-19</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 12</u>	Court Order No.	<u>N/A</u>	Summary	<u>Amendment No.12 skipped</u>
Amendment	<u>No. 13</u>	Court Order No.	<u>2019-892-10-07</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 14</u>	Court Order No.	<u>2020-2013-12-14</u>	Summary	<u>One year Renewal, fees updated, Added Force Majeure</u>
Amendment	<u>No. 15</u>	Court Order No.	<u>2021-808-08-23</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 16</u>	Court Order No.	<u>2022-1007-09-26</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 17</u>	Court Order No.	<u>2023-1043-10-16</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 18</u>	Court Order No.	<u>2024-864-09-09</u>	Summary	<u>One year Renewal, fees updated</u>
Amendment	<u>No. 19</u>	Court Order No.		Summary	<u>One year Renewal, fees updated</u>

FY 2026 Animal Control Billing Worksheet

Larger Entities / Original Entities									
	Population* NCTCOG 2025 Estimate	% of Charges	FY 2026 Budgeted M&O and Per.	FY 2026 Capital Contribution**	FY 2026 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2024 Budget vs. Actual	FY 2026 Total Billed	
Anna	34,100	10.35%	\$ 99,604	\$ 8,797	\$ 108,402	\$ 4,373	\$ (22,772)	\$	126,800
Celina	61,834	18.77%	\$ 180,614	\$ 15,952	\$ 196,566	\$ 7,930	\$ (41,293)	\$	229,929
Fairview	11,232	3.41%	\$ 32,808	\$ 2,898	\$ 35,706	\$ 1,440	\$ (7,501)	\$	41,766
Melissa	26,234	7.96%	\$ 76,628	\$ 6,768	\$ 83,396	\$ 3,364	\$ (17,519)	\$	97,551
Princeton	43,126	13.09%	\$ 125,969	\$ 11,126	\$ 137,095	\$ 5,531	\$ (28,800)	\$	160,364
Prosper	46,087	13.99%	\$ 134,618	\$ 11,890	\$ 146,508	\$ 5,911	\$ (30,777)	\$	171,374
Collin County	101,891	30.92%	\$ 297,619	\$ 26,286	\$ 323,905	\$ 13,067	\$ (68,043)	\$	378,881
Farmersville	4,976	1.51%	\$ 14,535	\$ 1,284	\$ 15,818	\$ 638	\$ (3,323)	\$	18,503
Totals	329,480	100%	\$ 962,395	\$ 85,000	\$ 1,047,395	\$ 42,255	\$ (220,027)	\$	1,225,168

**Yearly Capital Charge Covers Any/All Equipment Replacement Costs

Total cost before adjustments is calculated by taking the adopted operating budget for the upcoming year and adding \$20,000 for Capital Contributions. To get the total billed amount subtract the flat contract amounts for the smaller entities and entities added at a later time and subtract out the adjustments from the last closed fiscal year to true up the expenditures. See below the adjustment calculation.

FY 2026 Billing Breakout	
Total Billed:	\$ 1,047,395
Smaller Entities:	\$ 42,255
Total +/- back	\$ 1,005,140

Adjust. for FY 2024 Budget vs. Actual	
FY 2024 Billed	\$ 656,739
FY 2024 Actual	\$ 876,766
Total +/- back	\$ (220,027)

Smaller Entities / Added Later						
	FY 2026 Budgeted M&O and Per.	FY 2026 Capital Contribution**	FY 2026 Total Cost before Adjust.	Less Smaller Entities	Less Adjustments for FY 2024 Budget vs. Actual	FY 2026 Total Billed
Lavon			\$ 3,150			\$ 3,150
Lucas			\$ 19,030			\$ 19,030
Nevada			\$ 1,575			\$ 1,575
Weston			\$ 2,500			\$ 2,500
Blue Meadow MUD No. 1			\$ 2,000			\$ 2,000
North Collin County MUD No. 1			\$ 2,000			\$ 2,000
Van Alstyne MUD No. 3			\$ 2,000			\$ 2,000
Magnolia Pointe MUD No. 1			\$ 2,000			\$ 2,000
Van Alstyne MUD No. 2			\$ 2,000			\$ 2,000
East Collin MUD No. 1			\$ 2,000			\$ 2,000
Raintree MUD No. 1			\$ 2,000			\$ 2,000
LC MUD No. 1			\$ 2,000			\$ 2,000
			\$ 42,255			\$ 42,255

Grand Total: \$ 1,267,423

Grand Total is the total billed amount for the larger and smaller entities combined.



City of Lucas City Council Agenda Request November 6, 2025

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Conduct a public hearing for the voluntary annexation of approximately 169.4220 acres of land, more fully described as being out of the Francis W. Capps Survey, Abstract No. 231; the Simpson Barrow Survey, Abstract No. 49; the Michael Millirons Survey, Abstract No. 564; the Orpha Shelby Survey, Abstract No. 799; the D.M. Farmer Survey, Abstract No. 303; and the Montgomery Birch Survey, Abstract No. 115, Collin County, Texas; commonly known as the Brockdale Park Boat Ramp.

- A. Presentation by Joe Hilbourn, Development Services Director
- B. Conduct public hearing
- C. Take action on public hearing item

(Joe Hilbourn, Development Services Director)

Background Information:

The tract is generally bounded on the north by the south right-of-way line of East Lucas Road, on the west by the east line of the Corps of Engineers annexation per City of Lucas Ordinance No. 2012-01-00699, on the east by the ultimate city limit line between the Cities of Wylie and Lucas per City of Wylie Ordinance No. 87-47, and includes a small triangular parcel of land around the Brockdale Park Boat Ramp.

The City of Lucas Service Plan for Annexed Area was received by the Army Corps of Engineers and notice was given to the school district and public entities.

Attachments/Supporting Documentation:

1. Brockdale Park Boat Ramp Annexation Public Notice
2. Brockdale Park Boat Ramp Annexation Request - Army Corps of Eng.
3. Brockdale Park Boat Ramp Legal Description and Depiction
4. Brockdale Park Boat Ramp Annexation Service Plan
5. LUCAS Ordinance 2025-11-01036 Annexation Brockdale Park Boat Ramp

Budget/Financial Impact:

NA

Recommendation:

Staff recommends approval of the voluntary annexation.

Motion:

I make a motion to approve/deny Ordinance #2025-11-01036 for the voluntary annexation of approximately 169.4220 acres of land, more fully described as being out of the Francis W. Capps Survey, Abstract No. 231; the Simpson Barrow Survey, Abstract No. 49; the Michael Millirons Survey, Abstract No. 564; the Orpha Shelby Survey, Abstract No. 799; the D.M. Farmer Survey, Abstract No. 303; and the Montgomery Birch Survey, Abstract No. 115, Collin County, Texas; commonly known as the Brockdale Park Boat Ramp.



PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas will conduct a public hearing on Thursday, November 6, 2025 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider the annexation of Brockdale Park Boat Ramp.

The property is approximately **169.4220 acres of land**, more fully described as being out of the **Francis W. Capps Survey, Abstract No. 231; the Simpson Barrow Survey, Abstract No. 49; the Michael Millirons Survey, Abstract No. 564; the Orpha Shelby Survey, Abstract No. 799; the D.M. Farmer Survey, Abstract No. 303; and the Montgomery Birch Survey, Abstract No. 115, Collin County, Texas.**

The tract is generally bounded on the north by the south right-of-way line of East Lucas Road, on the west by the east line of the Corps of Engineers annexation per City of Lucas Ordinance No. 2012-01-00699, on the east by the ultimate city limit line between the Cities of Wylie and Lucas per City of Wylie Ordinance No. 87-47, and includes a small triangular parcel of land around the Brockdale Park Boat Ramp.

A complete legal description of the property is available for inspection at Lucas City Hall during regular business hours.

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



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SOUTHWESTERN DIVISION
1100 COMMERCE ST, STE 831
DALLAS, TX 75242-1317

CESWD-ZB

MEMORANDUM FOR Commander, U.S. Army Corps of Engineers, Fort Worth District
(CESWF-ZA), P.O. Box 17300, Fort Worth, Texas 76102-0300

SUBJECT: U.S. Army Position on Annexation Request by the City of Lucas, Texas

1. References:

a. USACE, CESWF-ZA memorandum (U.S. Army Position on Annexation Request by the City of Lucas, Texas), 24 Jul 25

b. USACE, CESWF-ZA memorandum (Annexation Assembly and Evaluation Report for the City of Lucas, Texas, Request for Annexation of Certain Tracts Located in Brockdale Park), 30 Jun 25

c. AR 405-80 (Management of Title and Granting Use of Real Property), 22 Apr 24

2. The delegation provided in reference a is hereby extended until 15 Nov 25. The City of Lucas has requested the extension as their City Council cannot meet before 15 Oct 25. I find no objection to the annexation of Army land at Lavon Lake by the City of Lucas, Texas.

3. The point of contact for this action is Mr. Cade McCloud at (817) 455-8969 or john.c.mccloud@usace.army.mil.

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SETH W. WACKER, PMP
COL, EN
Deputy Commander

CF:
Shane Demmer (CESWF-RE)

CITY OF LUCAS, TEXAS
ANNEXATION

BROCKDALE PARK BOAT RAMP

BEING A 169.4220 ACRE TRACT OF LAND OUT OF THE FRANCIS W. CAPPS SURVEY, ABSTRACT NO. 231; THE SIMPSON BARROW SURVEY, ABSTRACT NO. 49; THE MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 564; THE ORPHA SHELBY SURVEY, ABSTRACT NO. 799; THE D.M. FARMER SURVEY, ABSTRACT NO. 303; AND THE MONTGOMERY BIRCH SURVEY, ABSTRACT NO. 115, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENTION TO DESCRIBE AN IRREGULAR SHAPED PARCEL OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR EAST LUCAS ROAD, BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE CORPS OF ENGINEERS ANNEXATION BY THE CITY OF LUCAS ORDINANCE NUMBER 2012-01-00699 AS RECORDED IN THE COLLIN COUNTY CLERKS FILE NO. 20120127000097690, BEING BOUNDED ON THE EAST BY THE EAST LINE OF THE ULTIMATE CITY LIMIT LINE BETWEEN WYLIE AND LUCAS PER CITY OF WYLIE ORDINANCE NO. 87-47, FILED ON SEPTEMBER 28, 1987, AND INCLUDING A SMALL TRIANGLE SHAPED PARCEL OF LAND TO INCLUDE THE AREA AROUND THE BROCKDALE PARK BOAT RAMP:

The POINT OF BEGINNING is a point on the south line of the Right of Way for East Lucas Road, being on said City Limit Line between the Cities of Lucas and Wylie, said point having coordinates of N: 7085420.0966, E: 2566812.8978;

THENCE North 55°40'16" East, with said Right of Way line, a distance of 1068.37 feet to a point on the east line of said Corps of Engineers Annexation line;

THENCE South 20°38'02" East, departing said Right of Way line, with said Annexation line, a distance of 109.16 feet to a point on the east line of said City Limit Line between Lucas and Wylie;

THENCE South 00°00'00" West, with said City Limit Line, a distance of 5607.36 feet to a point;

THENCE South 41°21'19" East, departing said City Limit Line, a distance of 315.28 feet to a point in Lake Lavon;

THENCE South 36°31'30" West, a distance of 350.00 feet to a point on said City Limit Line;

THENCE South 00°00'00" West, with said City Limit Line, a distance of 1785.88 feet to a point;

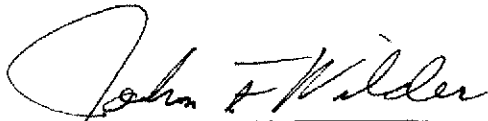
THENCE North 90°00'00" West, a distance of 978.94 feet to a point on the east line of the USA Corps of Engineers Annexation by the City of Lucas per City of Lucas Ordinance No. 2012-01-00699 and recorded in the Collin County Clerks File No. 20120127000097690;

THENCE North 00°27'00" East, with said Amendment line, a distance of 7411.05 feet to the POINT OF BEGINNING and containing 169.4220 acres of land.

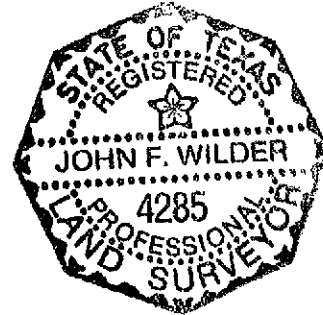
NOTES.

BASIS FOR MAP LOCATION CONTROL IS THE NAD 83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202). HORIZONTAL CONTROL IS AT SURFACE USING A SCALE FACTOR OF 1.000152710 (COLLIN CO.), ABOUT 0.0.

NO FIELD SURVEY WAS PERFORMED FOR THIS DESCRIPTION AND EXHIBIT. IT IS BASED ON SCALING FROM A DIGITAL MAP. THE BEARINGS, DISTANCES, AND COORDINATES ARE APPROXIMATE ONLY. ACTUAL METES AND BOUNDS LOCATION IS BASED ON INTENT.


John F. Wilder
RPLS NO. 4285

9-20-16
DATE



SURVEY: MULTIPLE SURVEYS

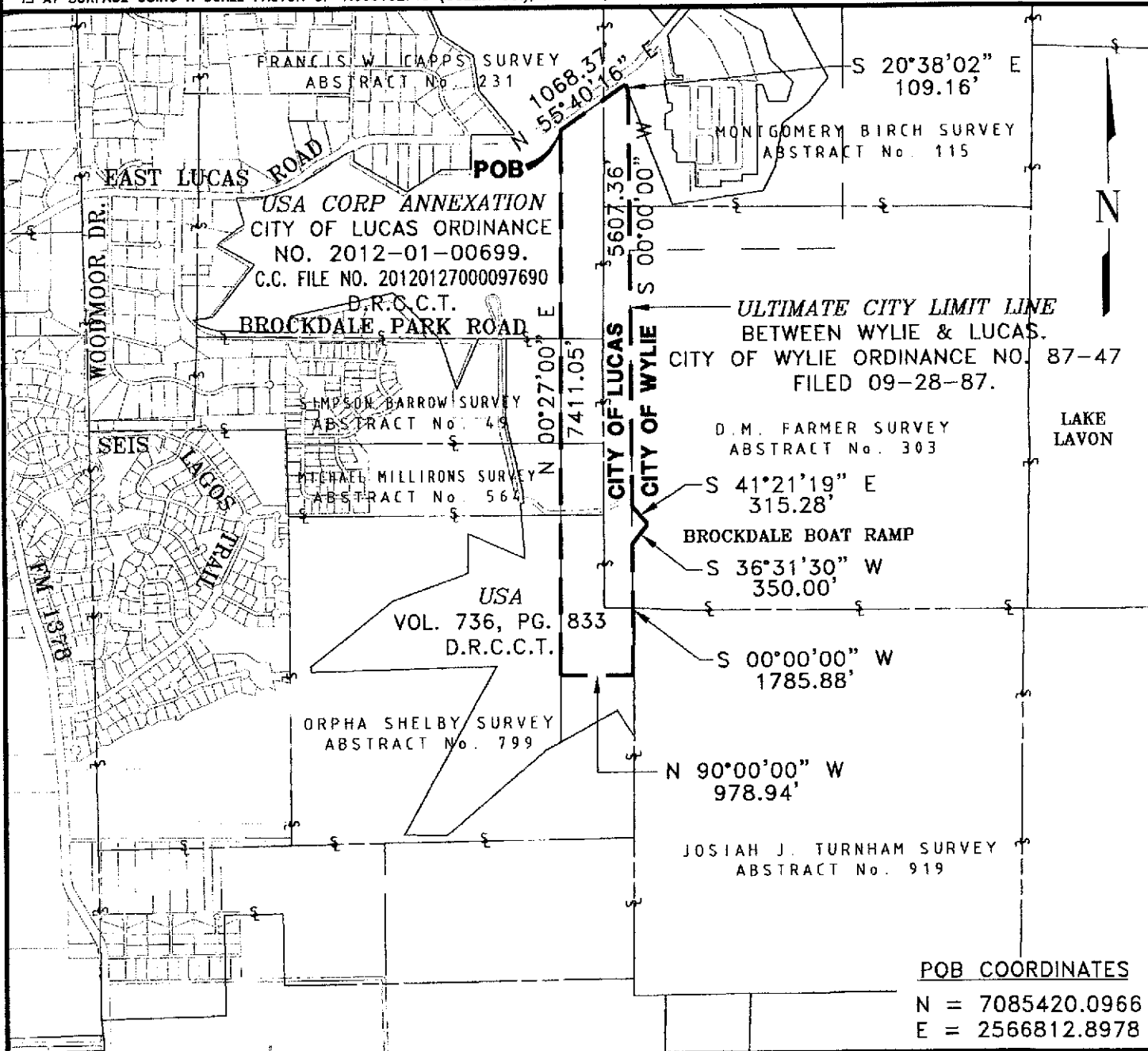
LOCATION: LUCAS, COLLIN COUNTY, TEXAS

PLAT OF EXHIBIT 'A', 169.4220 ACRES

ANNEXATION OF TERRITORY
BY THE CITY OF LUCAS KNOWN AS
BROCKDALE PARK BOAT RAMP

CITY OF LUCAS

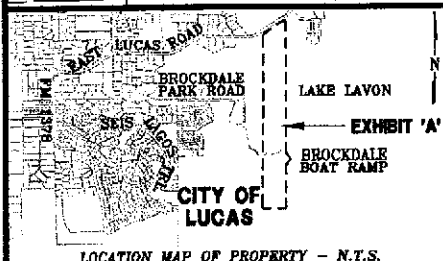
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POB COORDINATES

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E = 2566812.8978

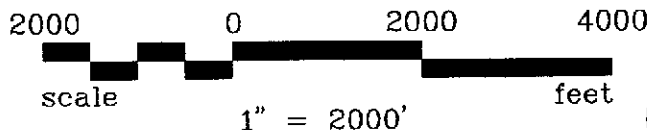


LOCATION MAP OF PROPERTY - N.T.S.



BW2 ENGINEERS, INC.

1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-5290



BW2 JOB NO: 16-1782

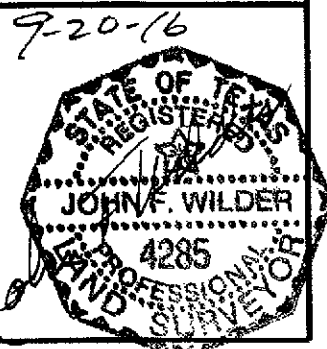
DRAWN BY: BW2

DATE: SEPT. 2016

CHECKED BY: BW2

J:\16-1782\DRAWINGS\1782-ANNEX.DWG

PAGE 3 OF 3



CITY OF LUCAS, TEXAS
SERVICE PLAN FOR ANNEXED AREA

ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS

FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION

1. POLICE PROTECTION

The City of Lucas, Texas will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

4. WATER FACILITIES

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of Lucas, Texas, pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Lucas, Texas, with the same or similar topography, land use and population density.

2. WATER AND WASTE WATER FACILITIES

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being administered to other parts of Lucas, Texas, with the same topography, land use and population density.

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property, the developers will be required pursuant to the ordinances

of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.



ORDINANCE #2025-11-01036

[Accepting Voluntary Annexation of Brockdale Park Boat Ramp]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY INTO THE CITY OF LUCAS, TEXAS, EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE A ±169.4220 ACRE TRACT OF LAND WITHIN THE CITY’S LIMITS, GRANTING TO ALL INHABITANTS AND OWNERS OF THE TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, AND BINDING THE INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN FOR THE DESCRIBED TERRITORY; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this ordinance pertains to the hereinafter described territory consisting of a ±169.4220-acre tract of land situated in Collin County, Texas out of the Francis W. Capps Survey, Abstract No. 231; the Simpson Barrow Survey, Abstract No. 49; the Michael Millirons Survey, Abstract No. 564; the Orpha Shelby Survey, Abstract No. 799; the D.M. Farmer Survey, Abstract No. 303; and the Montgomery Birch Survey, Abstract No. 115, Collin County, Texas, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”, attached hereto and made a part hereof for all purposes; and

WHEREAS, the City Council of the City of Lucas has been presented with a petition requesting annexation; and

WHEREAS, after the City Council of the City of Lucas provided the requisite notices in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council has adopted a service plan as required by Section 43.056 of the Texas Local Government Code for the territory, which is attached hereto as Exhibit “C”; and

WHEREAS, the territory to be annexed lies within the exclusive extraterritorial jurisdiction of Lucas, Texas; and

WHEREAS, the requirements for annexation of this area are as stated in Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lucas has concluded that said territory should be annexed to and made a part of the City of Lucas, Texas;

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

SECTION 1. That the territory consisting of a ±169.4220-acre tract of land, more or less, and more particularly described and identified in Exhibit “A” and Exhibit “B”, is situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, be and the same is hereby annexed to the City of Lucas, Texas.

SECTION 2. The boundary limits of the City of Lucas, Texas, shall be and are hereby extended to include said territory within the City limits and the territory described herein shall be and is hereby included within the territorial limits of the City, subject to all the acts, ordinances, resolutions and regulations of said City. The inhabitants of the property described herein and annexed hereby shall hereafter be entitled to all rights and privileges of other citizens of the City of Lucas, and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 3. That the service plan for the territory is approved by the City Council of the City of Lucas, which is attached hereto as Exhibit “C” and made a part hereof for all purposes, the same as if fully copied herein, be and the same is hereby adopted by the City of Lucas.

SECTION 4. That to the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 5. That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

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., City Attorney

Toshia Kimball, City Secretary

Exhibit “A”
[Property Legal Description]

16-1782

September 8, 2016

CITY OF LUCAS, TEXAS
ANNEXATION

BROCKDALE PARK BOAT RAMP

BEING A 169.4220 ACRE TRACT OF LAND OUT OF THE FRANCIS W. CAPPS SURVEY, ABSTRACT NO. 231; THE SIMPSON BARROW SURVEY, ABSTRACT NO. 49; THE MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 564; THE ORPHA SHELBY SURVEY, ABSTRACT NO. 799; THE D.M. FARMER SURVEY, ABSTRACT NO. 303; AND THE MONTGOMERY BIRCH SURVEY, ABSTRACT NO. 115, COLLIN COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENTION TO DESCRIBE AN IRREGULAR SHAPED PARCEL OF LAND BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE RIGHT OF WAY FOR EAST LUCAS ROAD, BEING BOUNDED ON THE WEST BY THE EAST LINE OF THE CORPS OF ENGINEERS ANNEXATION BY THE CITY OF LUCAS ORDINANCE NUMBER 2012-01-00699 AS RECORDED IN THE COLLIN COUNTY CLERKS FILE NO. 20120127000097690, BEING BOUNDED ON THE EAST BY THE EAST LINE OF THE ULTIMATE CITY LIMIT LINE BETWEEN WYLIE AND LUCAS PER CITY OF WYLIE ORDINANCE NO. 87-47, FILED ON SEPTEMBER 28, 1987, AND INCLUDING A SMALL TRIANGLE SHAPED PARCEL OF LAND TO INCLUDE THE AREA AROUND THE BROCKDALE PARK BOAT RAMP:

The POINT OF BEGINNING is a point on the south line of the Right of Way for East Lucas Road, being on said City Limit Line between the Cities of Lucas and Wylie, said point having coordinates of N: 7085420.0966, E: 2566812.8978;

THENCE North 55°40'16" East, with said Right of Way line, a distance of 1068.37 feet to a point on the east line of said Corps of Engineers Annexation line;

THENCE South 20°38'02" East, departing said Right of Way line, with said Annexation line, a distance of 109.16 feet to a point on the east line of said City Limit Line between Lucas and Wylie;

THENCE South 00°00'00" West, with said City Limit Line, a distance of 5607.36 feet to a point;

THENCE South 41°21'19" East, departing said City Limit Line, a distance of 315.28 feet to a point in Lake Lavon;

THENCE South 36°31'30" West, a distance of 350.00 feet to a point on said City Limit Line;

THENCE South 00°00'00" West, with said City Limit Line, a distance of 1785.88 feet to a point;

THENCE North 90°00'00" West, a distance of 978.94 feet to a point on the east line of the USA Corps of Engineers Annexation by the City of Lucas per City of Lucas Ordinance No. 2012-01-00699 and recorded in the Collin County Clerks File No. 20120127000097690;

THENCE North 00°27'00" East, with said Amendment line, a distance of 7411.05 feet to the POINT OF BEGINNING and containing 169.4220 acres of land.

NOTES:

BASIS FOR MAP LOCATION CONTROL IS THE NAD 83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202). HORIZONTAL CONTROL IS AT SURFACE USING A SCALE FACTOR OF 1.000152710 (COLLIN CO.), ABOUT 0.0.

NO FIELD SURVEY WAS PERFORMED FOR THIS DESCRIPTION AND EXHIBIT. IT IS BASED ON SCALING FROM A DIGITAL MAP. THE BEARINGS, DISTANCES, AND COORDINATES ARE APPROXIMATE ONLY. ACTUAL METES AND BOUNDS LOCATION IS BASED ON INTENT.


John F. Wilder
RPLS NO. 4285

9-20-16
DATE

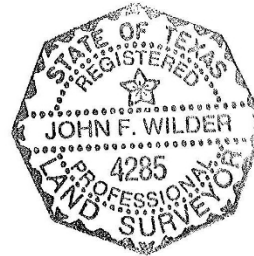
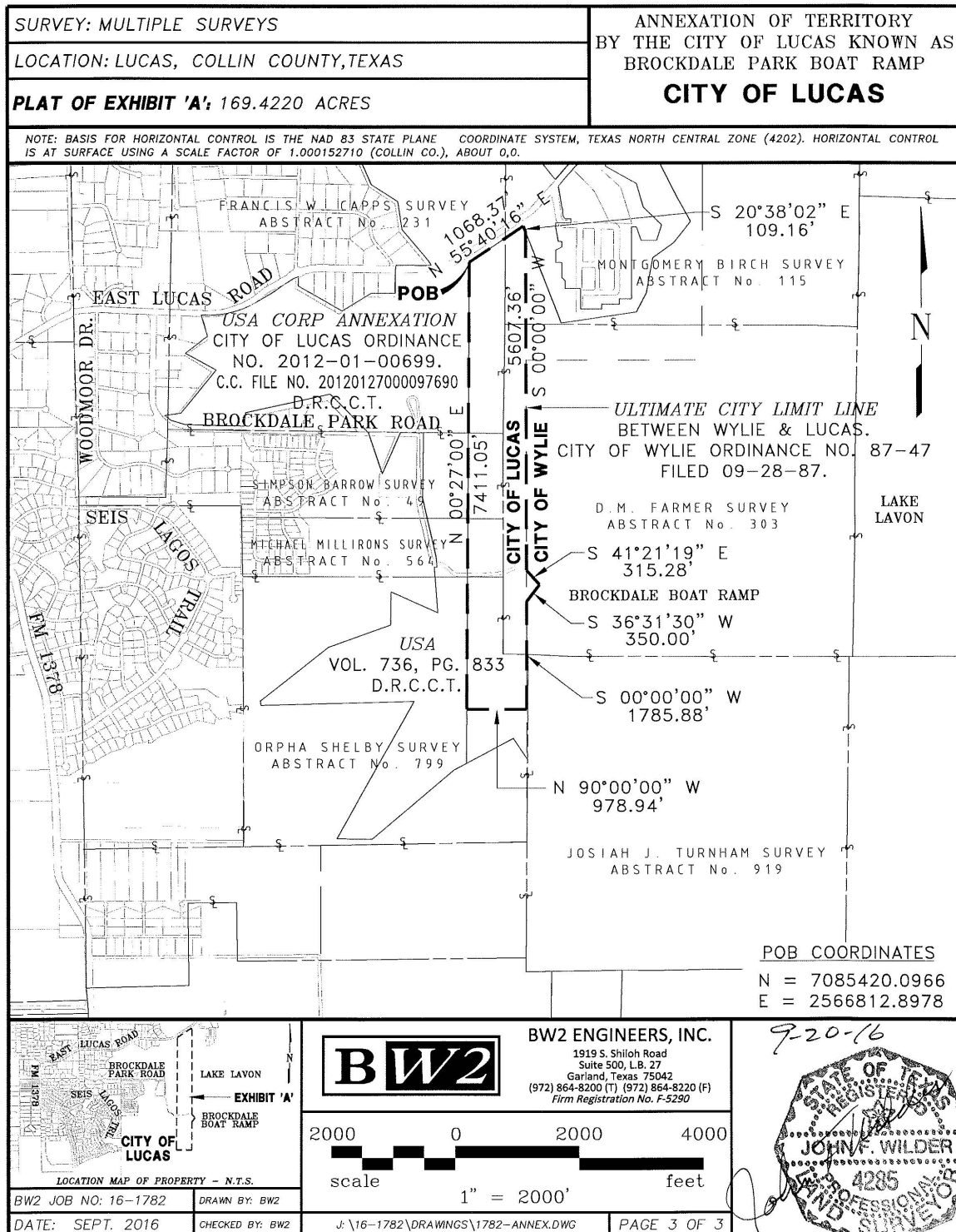


Exhibit "B" **[Property Survey]**



City of Lucas
 Ordinance # 2025-11-01036
 (Annexation – Brockdale Park Boat Ramp)
 Approved: November 6, 2025

EXHIBIT “C”
Service Plan
±169.4220-Acre Annexed Tract (Brockdale Park Boat Ramp)

ANNEXATION SERVICE PLAN FOR THE CITY OF LUCAS, TEXAS

For the territory consisting of a ±169.4220-acre tract of land, more or less, and which is more particularly described and identified in Exhibit “A” and Exhibit “B”, attached hereto.

FOR SERVICES EFFECTIVE IMMEDIATELY AFTER DATE OF ANNEXATION

1. POLICE PROTECTION

The City of Lucas, Texas, through its interlocal agreement with the Collin County Sheriff’s Office, will provide police protection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use and population within the newly annexed area.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Lucas, Texas will provide fire protection to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City. Ambulance service will be provided to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Lucas, Texas, with similar topography, land use and population with the City.

3. SOLID WASTE COLLECTION

The City of Lucas, Texas will provide residential solid waste collection to the newly annexed tract at the same or similar level now being provided to other areas of the City of Lucas, Texas with similar topography, land use, and population within the newly annexed area.

4. WATER FACILITIES

Maintenance of any public water facilities in the area to be annexed that are not in the service area of another water utility will begin upon the effective date of the annexation using existing personnel and equipment. However, the City of Lucas, Texas will not provide wastewater service to the newly annexed tract.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the City of Lucas, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density.

EXHIBIT “C”
Service Plan
±169.4220-Acre Annexed Tract (Brockdale Park Boat Ramp)

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Lucas, Texas, is not aware of the existence of any parks, playgrounds or swimming pools now located in the area proposed for annexation. Any existing private parks, playgrounds, swimming pools and other recreational and community facilities within the annexation area will be unaffected by the annexation.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Lucas, Texas, is not aware of the existence of any publicly owned facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned facility, building or municipal service does exist and are public facilities, the City of Lucas, Texas, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of Lucas, Texas.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS

1. POLICE PROTECTION, FIRE PROTECTION AND SOLID WASTE COLLECTION

The Council of the City of Lucas, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection or solid waste collection.

2. WATER AND WASTE WATER FACILITIES

The City Council of the City of Lucas, Texas, finds and determines it to be unnecessary to construct any additional capital improvements for the purpose of providing water and waste water services. The City Council finds and determines that it has, at the present time, adequate facilities to provide the same type, kind and level of service which is presently being administered to other parts of Lucas, Texas, with the same topography, land use and population density.

EXHIBIT “C”
Service Plan
±169.4220-Acre Annexed Tract (Brockdale Park Boat Ramp)

3. ROADS AND STREETS

Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and sub-development of the annexed property, the developers will be required pursuant to the ordinances of the City of Lucas, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Lucas, Texas, for the properly dedicated street.

4. CAPITAL IMPROVEMENTS

Notwithstanding any other provision of this service plan, a landowner within the newly annexed area will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

SPECIFIC FINDINGS

The City Council of the City of Lucas, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Lucas, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Lucas, Texas will undertake to perform consistent with this contract so as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Lucas, Texas who reside in areas of similar topography, land utilization and population.



City of Lucas City Council Agenda Request November 6, 2025

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Conduct a public hearing to consider a request by Gavin Newman of GFFdesign, on behalf of Lucas Christian Academy, property owner at 505 W. Lucas Road, Lucas Christian Church Addition, Block A, Lots 1 and 2; Lucas, Texas 75002 for an amendment to the Specific Use Permit (SUP) to include temporary modular classrooms at the southwest corner of the existing educational facilities.

- A. Presentation by Joe Hilbourn, Development Services Director
 - B. Conduct public hearing
 - C. Take action on public hearing item
- (Joe Hilbourn, Development Services Director)

Background Information:

Lucas Christian Academy has requested this item to be tabled until the December 4, 2025 City Council meeting.

The property is currently zoned for a Specific Use Permit overlay with a base zoning of R2. The subject property is an existing educational facility and is bordered by vacant land to the west, residential to the south, a church within the same SUP, and residential use to the east.

The proposed modular classrooms will be placed in an area of the site previously allocated for a future gym expansion. The classrooms are necessary for the school to maintain compliance with requirements established by their accrediting body.

Attachments/Supporting Documentation:

1. LCA Amended SUP Public Notice
2. LCA Amended SUP - Site Plan
3. LCA Amended SUP - Revised Letter of Intent
4. LCA Amended SUP Concept and Landscape Plan
5. LCA Location Map
6. LUCAS Ordinance 2025-11-01037 Amending SUP (505 West Lucas Road; Lucas Christian Academy)

Budget/Financial Impact:

NA

Recommendation:

The planning and zoning commission recommended approval by a 3 to 2 vote with the following recommendations:

1. A two-year limit to determine an appropriate plan for future expansion.
2. Tie the proposed site plan with landscape screening to the SUP.
3. Updated letter of intent.

Motion:

I make a motion to approve/deny Ordinance #2025-11-010137 requested by Gavin Newman of GFFdesign, on behalf of Lucas Christian Academy, property owner at 505 W. Lucas Road, Lucas Christian Church Addition, Block A, Lots 1 and 2; Lucas, Texas 75002 for an amendment to the Specific Use Permit (SUP) to include temporary modular classrooms at the southwest corner of the existing educational facilities.



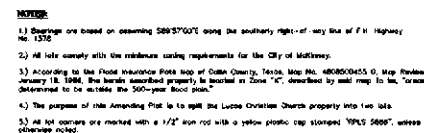
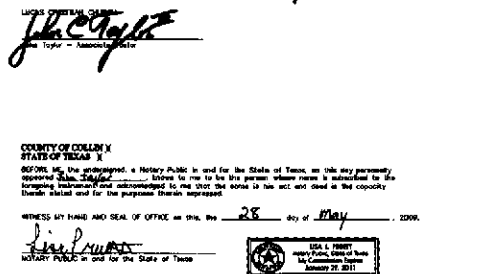
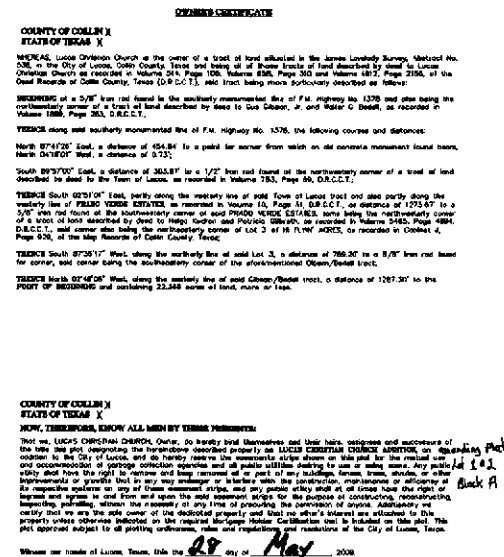
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the Planning and Zoning Commission City of Lucas, Texas will conduct a public hearing on Thursday, October 9, 2025 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, November 6, 2025 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to an amendment to the SUP for Lucas Christian Academy at 505 West Lucas Road.

Lucas Christian Academy is requesting an amendment to an existing SUP to include temporary modular classrooms at the southwest corner of the existing educational facilities located in Lot 1 Block A of the Lucas Christian addition.

More commonly known as 505 West Lucas Road Lucas Texas, 75002.

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



Filed and Received
Official Public Notice
Elaine Kamm, County Clerk
Clallam County, WASH.
06/06/2008 09:20:13 AM
\$1.00 FEE
20080606:09:20:13

2009-224
[Signature]



S9765

**LUCAS CHRISTIAN
CHURCH ADDITION
AMENDING PLAT
LOTS 1 and 2, BLOCK A**

974.272 Sq. Ft. / 22.366 Acres

in the
James Lovelady Survey ~ Abstract No. 538
in the
City of Lucas, Collin County, Texas

Date: May, 2004 Scale: 1" = 100'

October 22, 2025

Mr. Joe Hilbourn
City of Lucas, TX
Planning & Zoning Commission
665 Country Club Road
Lucas, Texas 75002

**RE: *Lot 1, Block A of Lucas Christian Church Addition
SUP Amendment
Statement of Intent***

Dear Mr. Hilbourn:

This Letter of Intent supports an application to amend the existing Specific Use Permit (SUP) overlay for Lot 1, Block A of the Lucas Christian Church Addition, to authorize the placement of modular classroom buildings at the existing educational facility. The subject property maintains its base R2 Single Family zoning designation with the SUP overlay permitting educational use.

The amendment seeks to add modular classroom buildings at the southwest corner of the existing educational facility. Classrooms at Lucas Christian Academy currently host multiple types of classes throughout the day, preventing specialized courses such as art, music, and study hall from having dedicated spaces. This shared-use arrangement creates scheduling conflicts and limits the school's ability to provide the dedicated learning environments required by accreditation standards. These modular structures will provide dedicated classroom spaces for the current student body and will be located in an area previously designated for future gym expansion. The educational use remains unchanged, with no intensification of the existing operation.

The subject property operates as an educational facility under the existing SUP overlay with R2 base zoning. The site is bordered by vacant land to the west, residential uses to the south and east, and a church (also within this SUP) to the east. The proposed amendment maintains consistency with the established educational use while adding necessary classroom facilities to meet accreditation requirements.

As these classrooms address existing operational challenges rather than expansion of enrollment capacity, no additional traffic impacts are anticipated beyond those contemplated in the original SUP. The modular classrooms are necessary for the school to maintain compliance with requirements established by their accrediting body and are not intended to facilitate growth of the student body. Current access points, parking facilities, and circulation patterns will remain unchanged.

The proposed modular classrooms include bathrooms for students and staff. Water and septic systems exist on-site, serving the existing school. No significant increase in overall utility demand is anticipated as student enrollment will remain at current levels, these classrooms redistribute existing students rather than add new ones.

The proposed modular classrooms have been thoughtfully positioned to minimize impacts on adjacent properties. The structures will be set back approximately 50 feet from the property line, exceeding the 20-foot requirement for R2 zoning. The western and southern edges of the modular classrooms will feature evergreen planting screens to reduce visibility from surrounding properties. Additionally, the modular structures will maintain a lower profile than the existing school building, ensuring compatibility with the residential character of the neighborhood.

This amendment aligns with the Lucas Comprehensive Plan's objectives to support quality educational facilities while preserving the community's rural character. The Comprehensive Plan recognizes that educational facilities are appropriately located within residential zoning districts, as this proximity to residential areas reduces traffic congestion and minimizes student travel time. Consistent with this planning principle, the City's zoning framework permits public schools by right and private schools through Special Use Permits in all residential districts. The proposal ensures the continued viability of an established educational institution without intensifying use.

Regards,

Gavin Newman
Associate + Planning Leader



LOCATION MAP – 505 W. LUCAS RD.





ORDINANCE 2025-11-01037

[Amendment to Specific Use Permit for 505 West Lucas Road]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE SPECIFIC USE PERMIT FOR 505 WEST LUCAS ROAD AS ADOPTED BY ORDINANCE NO. 2011-04-00679 FOR A SCHOOL (PRIVATE) FOR LOTS 1 AND 2, BLOCK A, LUCAS CHRISTIAN CHURCH ADDITION BY AMENDING THE SPECIAL CONDITIONS TO ALLOW FOR THE TEMPORARY MODULAR STRUCTURES WITH SPECIAL CONDITIONS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the ordinances of the City of Lucas, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as previously amended, should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, by amending by Ordinance No. 2011-04-00679, which established a Specific Use Permit for School (Private) use, with special conditions (the “SUP”), for property located at 505 West Lucas Road, Lucas, Texas, more specifically described in Exhibit “A” attached hereto and incorporated herein (the “Property”), by amending the SUP and special conditions as set forth herein.

SECTION 2. Notwithstanding Section 2, Subsection 3 of Ordinance No. 2011-04-00679, temporary modular structures may be temporarily situated, located, constructed, or erected on the Property subject to the following conditions:

1. The modular structures are only permitted on the locations and within the footprint as shown on the Site Plan, attached hereto and incorporated herein as Exhibit “B”.
2. Landscape screening must be installed around the modular structures as depicted in the Site Plan.

3. This ordinance is effective for a period of two (2) years from the effective date hereof, after which time it shall automatically be repealed and of no further effect. Any time prior to such date, the owner of the Property may apply for an extension hereof.

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., City Attorney

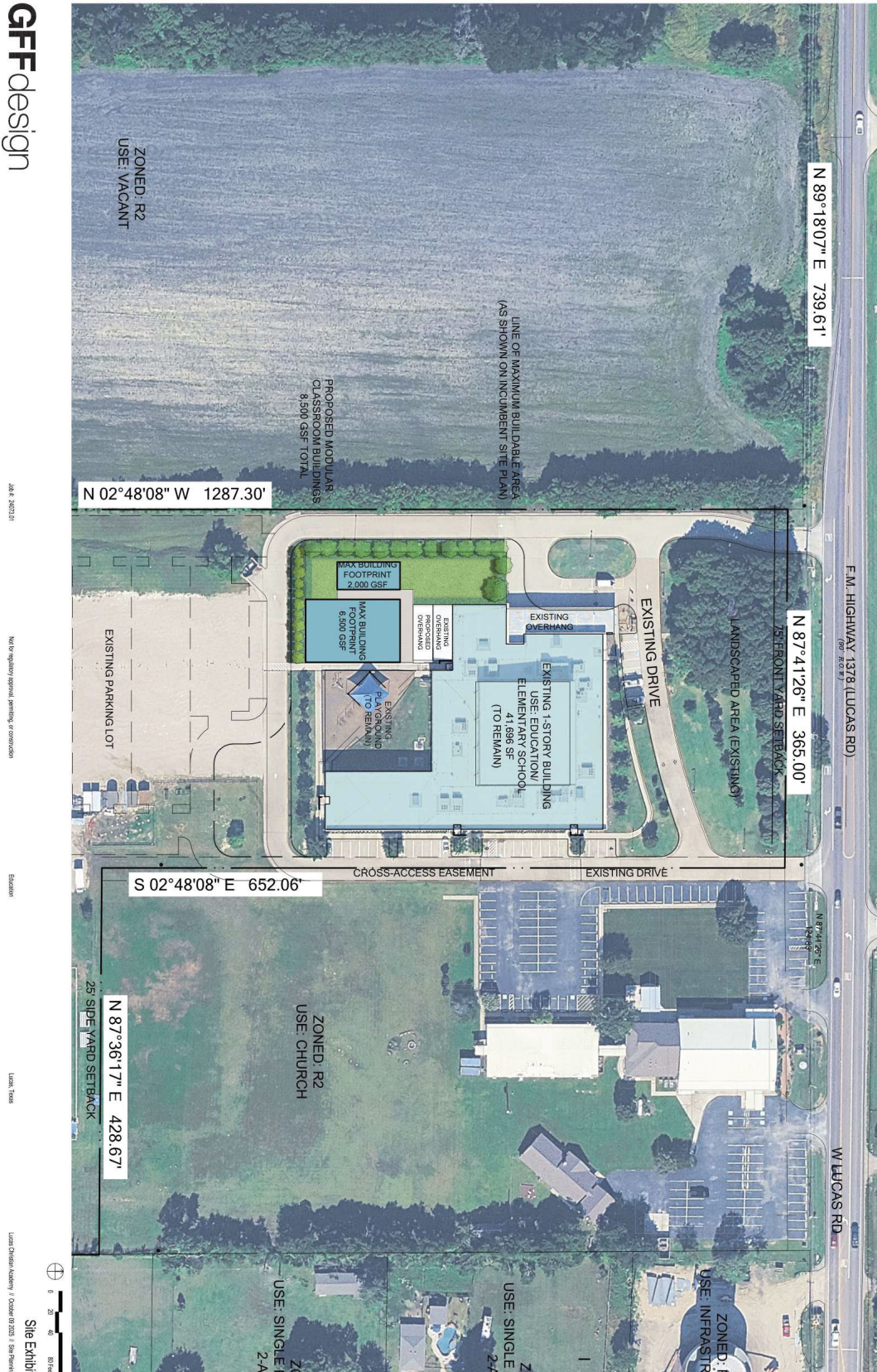
Toshia Kimball, City Secretary

**EXHIBIT “A”
PROPERTY**

Lots 1 and 2, Lucas Christian Church Addition, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 224, Map Records, Collin County, Texas

GFFdesign

GFF design





City of Lucas City Council Agenda Request November 6, 2025

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider authorizing the City Manager to enter into a licensing agreement with William Wade Shipley for the use of a portion of the sixty-foot (60') wide right-of-way dedication to the east of his property located west of 2515 Orr Rd and north of the homes on Stanford Drive to construct a privately-owned driveway and landscaping.

Background Information:

Mr. Shipley owns Lot 1, Block D within the Stonegate subdivision and is currently attempting to sell the lot. He is asking the City for the use of an easement to acquire access to facilitate the sale of the lot and is proposing to use a portion of right-of-way dedicated for the Forest Grove Road extension. Mr. Shipley would like to use it for a fourteen-foot (14') wide, single, contiguous driveway and with a landscape screening wall to span the entire length of the southern boundary.

This right-of-way was dedicated by both the Lucas Creek Estates plat and the Stonegate plat. This agreement would need to remain in effect even if the property sells.

The right-of-way dedication belongs to the City of Lucas and was in place for a future roadway connecting West Forest Grove Road to Orr Road. The 2022 Master Thoroughfare plan changed to no longer include the Forest Grove extension.

Attachments/Supporting Documentation:

1. Stonegate ROW - Location Map
2. Stonegate ROW Use License and Hold Harmless Agreement
3. Stonegate ROW Dedication
4. Stonegate ROW - 2022 Thoroughfare Plan Map

Budget/Financial Impact:

NA

Recommendation:

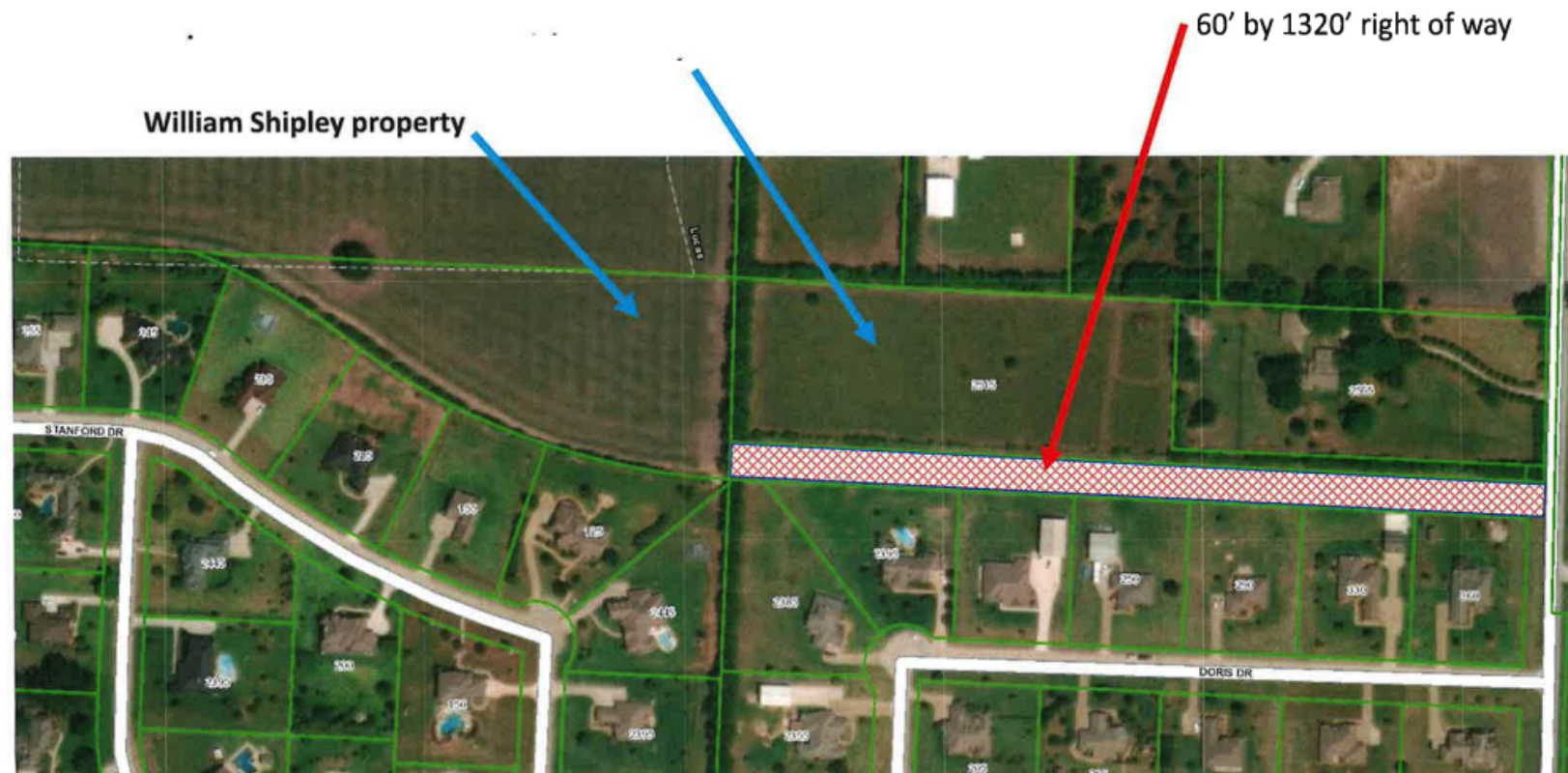
Recommendation made during presentation.

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a licensing agreement with William Wade Shipley for the use of a portion of the sixty-foot (60') wide right-of-way dedication to the east of his property located west of 2515 Orr Rd and north of the homes on Stanford Drive to construct a privately-owned driveway and landscaping.

Himmelreich Estate

LOCATION MAP



After Recording, Return to:
City of Lucas
Attn: City Secretary
665 Country Club Road
Lucas, Texas 75002-7651

STATE OF TEXAS

§
§
§

RIGHT OF WAY USE LICENSE AND
HOLD HARMLESS AGREEMENT

COUNTY OF COLLIN

THIS **Right-of-Way Use License and Hold Harmless Agreement** ("**Agreement**") is made by and between the **City of Lucas**, ("**City**"), a Texas Home Rule Municipality, and **Shipley Venture IV, Ltd.**, a Texas limited partnership ("**Licensee**"), whose address is 4137 Colgate Avenue, Dallas, Dallas County, Texas 75221, acting by and through their authorized representatives.

WHEREAS, Licensee is the owner of real property described as:

Lot 1, Block D, Stonegate, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume M, Page 399, Plat Records, Collin County, Texas ("Licensee's Property"); and

WHEREAS, City is the owner of a sixty-foot (60.0') wide, 1.819-acre public right-of-way dedication adjacent to a portion of the eastern property line of the Licensee's Property, more particularly described and depicted in **Exhibit "A"** attached hereto and incorporated herein (the "**Licensed Premises**"); and

WHEREAS, Licensee desires to construct or cause to be constructed, placed and maintained a privately-owned driveway, and landscaping for the benefit of Licensee and Licensee's Property (the "**Private Improvements**") on the Licensed Premises; and

WHEREAS, City has determined that it does not presently required the use of the Licensed Premises as a public right-of-way; and

WHEREAS, City has reviewed Licensee's request and is willing to authorize the location of the Private Improvements within the Licensed Premises subject to the provisions of this Agreement.

NOW THEREFORE, for and in consideration of **TEN AND NO/100 DOLLARS** (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City, City hereby grants to Licensee a non-exclusive license to construct, place, and maintain the Private Improvements within the Licensed Premises, subject to the following:

1. The Term of this Agreement is perpetual; provided, however, this Agreement may be terminated as provided herein.
2. Licensee agrees to promptly defend, indemnify, and hold City, its officers, employees, agents, and contractors (collectively, the "**Indemnified Parties**") harmless from and against all damages, costs, losses, and expenses, including reasonable attorneys' fees:
 - (a) for the repair, replacement, or restoration of City's property, equipment, materials, structures, and facilities which are damaged, destroyed or found to be defective as a result of the acts or omissions of Licensee, its officers, directors, employees, agents, contractors, subcontractors, tenants, partners, or members; and
 - (b) from and against any and all claims, demands, suits, causes of action, and judgments for (i) damage to or loss of the property of any person (including, but not limited to, Licensee and Licensee's agents, officers, employees, contractors, subcontractors tenants, partners, or

members); and/or (ii) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to, the agents, officers and employees of Licensee, Licensee's contractors or subcontractors, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of Licensee, its agents, employees, officers, contractors and/or subcontractors, in the performance of activities pursuant to this Agreement.

This indemnity provision shall not apply to any liability resulting from the sole negligence of an Indemnified Party. The provisions of this section are solely for the benefit of the Indemnified Parties and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

3. During the Term of this Agreement, Licensee agrees to maintain in full force and affect the following insurance:
 - a. A policy of comprehensive general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the use of the Licensed Premises by Licensee pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$1,000,000; and
 - b. During any period of construction activity with the Licensed Premises, a policy of automobile liability insurance covering any vehicles owned and/or operated by Licensee, its officers, agents, and employees with a minimum of \$1,000,000 combined single limit.

Notwithstanding the foregoing coverage limits, the amount of insurance coverage set forth herein to be purchased by Licensee shall at all times be not less than twice the amount of the maximum liability for City per occurrence as set forth in the Texas Tort Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et. seq. as amended or succeeded). Such insurance shall be endorsed to (i) name City as an additional insured, (ii) provide for a waiver of subrogation in favor of City, and (iii) provide for not less than thirty (30) day notice to City in the event of termination for non-payment or reduction of limits below the required minimums. A certificate of insurance in a form that complies with applicable law indicating the above coverage and endorsements are in effect shall be provided to City prior to Licensee commencing work to locate the Private Improvements on the Licensed Premises.

4. Licensee acknowledges and agrees that Licensee is not released by City from the responsibility or liability for damage to the Licensed Premises or City's adjacent property or facilities located within the Licensed Premises or City's adjacent property, with on the Effective Date or in the future, that may result from the construction, placement, operation and/or existence of the Private Improvements within the Licensed Premises. Licensee shall be responsible for reimbursing City the reasonable costs incurred by City for the repair and/or reconstruction of any of City's equipment or facilities located within the Licensed Premises or City's adjacent property that are damaged or destroyed as the result of the shifting, sinking, or other movement of the Private Improvements further into the City's property beyond the boundaries of the Licensed Premises.
5. If City determines, in its sole discretion, that in order for City to repair, replace, maintain, or alter the Licensed Premises or City's adjacent property or facilities located on, over, or beneath the Licensed Premises, including the construction that it is reasonably necessary for Licensee to alter, relocate, or remove the Private Improvements within or from the Licensed Premises as the result of City's actions, Licensee shall solely bear the cost of repairing, replacing, or otherwise reconstructing any portion of the Private Improvements that may need to be relocated, altered, or removed by Licensee, with such relocations being at a place required by City if relocated within any portion of the Licensed Premises.
6. If City determines in its sole discretion and upon reasonable engineering standards that the Private Improvements pose a hazard to the public or may interfere or impede City's access to the Licensed Premises

or City's adjacent property and/or City's facilities located therein, the Private Improvements, at the sole cost of Licensee, must be modified, relocated, or removed from the Licensed Premises upon written notice from City, and this Agreement shall terminate if the Private Improvements are relocated and removed from the Licensed Premises.

7. Any work necessary to relocate or remove the Private Improvements within or from the Licensed Premises in accordance with Section 5 or 6, above, shall be completed by Licensee not later than sixty (60) days after receipt of written notice from City of the requirement to relocate or remove the Private Improvements unless a longer period to complete such work is granted by City as set forth in such notice. If Licensee fails to timely complete the relocation or removal of the Private Improvements, City shall have the right to enter onto the Licensed Premises and so much of the Licensee's Property as reasonably necessary to perform such work, which work shall be at Licensee's sole cost.
8. The Private Improvements shall be designed, constructed, and maintained as follows:
 - a. Prior to construction of any permanent Private Improvements and prior to the issuance of any building permit on Licensee's Property, a temporary gravel drive shall be permitted in lieu of the permanent driveway and must (i) be made from road base a minimum of four (4) inches thick; (ii) comply with all City of Lucas ordinances and design standards and (iii) must be removed prior to the issuance of any certificate of occupancy being issued for the Licensee's Property; and
 - b. Notwithstanding section 8(a) a single, contiguous driveway is permitted within the Licensed Premises and must be (i) fourteen (14) feet wide, and (ii) constructed with an all-weather surface, concrete, asphalt, or chip seal; (iii) comply with all City of Lucas ordinances and design standards; (iv) include a driveway culvert, designed by a professional engineer licensed in the State of Texas, at the driveway's connection with Orr Road at the east edge of the License Premises and (v) be constructed prior to the issuance of any certificate of occupancy for any structure on Licensee's Property;
 - c. A landscape screening wall must be constructed thirty (30) feet from the southern boundary of the Licensed Premises and must be (i) at least 2-gallon evergreen trees, and (ii) span the entire length of the southern boundary of the Licensed Premises and be spaced every ten (10) feet from east to west; and
 - d. License shall be responsible for the maintenance and upkeep of the Private Improvements and Licensed Premises, including all landscape maintenance thereon;
9. Licensee shall not use or permit the use of the Licensed Premises for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Licensed Premises will not result in the disposal or other release of any hazardous substance or solid waste on or to the Licensed Premises, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Licensed Premises or adjoining property by Licensee. The terms "hazardous substance and solid waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, if CERCLA and/or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the property and surrounding City property resulting from Licensee's use of the Licensed Premises under this Agreement.

10. No improvements, permanent or temporary, other than the Private Improvements shall be allowed within the Licensed Premises without the prior written consent of City, which consent may be withheld at City's sole discretion. Licensee shall, at Licensee's sole cost, maintain and repair the Private Improvements and keep the Private Improvements in good repair and condition. If in City's sole opinion any cracking, crumbling, leaning, or other condition of the Private Improvements shows any need for maintenance or repair of the Private Improvements, Licensee shall perform and complete such repairs not later than thirty (30) days after receipt from City of a written notice to perform such repairs. Such requirement for Licensee to maintain and repair the Private Improvements in accordance with this Agreement shall be in addition to, and not in lieu of, any obligations to maintain Licensee's Property as required by applicable laws and ordinances of the City of Highland Village, Texas. The grant of this License does not relieve Licensee from the obligation to obtain any permits required to be obtained from City with respect to construction of the Private Improvements that would be required regardless of the location of the Private Improvements.
11. Licensee understands, acknowledges, and agrees that City does not by this Agreement grant or convey any real property interest in the Licensed Premises but merely consents to such use by Licensee to the extent of City's authority and title permits
12. Licensee shall fully pay all labor and materials used in, on or about the Licensed Premises and will not permit or suffer any mechanic's or materialman's liens of any nature be affixed against the Licensed Premises by reason of any work done or materials furnished to the property at Licensee's instance or request.
13. This Agreement shall terminate upon the removal of the Private Improvements from the Licensed Premises for more than three (3) consecutive months following completion of construction of the Private Improvements.
14. Notwithstanding this grant of the license to Licensee to use the Licensed Premises as provided in this Agreement, Licensee shall continue to be obligated to comply with any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises. To the extent that any provisions of any conflict between this Agreement and any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises, the more stringent requirement shall control.
15. This Agreement shall be binding upon Licensee and Licensee's heirs, successors, and assigns.
16. This Agreement shall furthermore constitute a restrictive covenant on Licensee's Property and shall be binding on Licensee and all subsequent owners of all or any part of Licensee's Property.
17. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to the subject matter of this Agreement.
18. Licensee may not assign this Agreement in whole or in part without the prior written consent of City except to a successor in interest in title to Licensee's Property, which assignment shall not require the consent of City. In the event of an assignment by Licensee to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.
19. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.
20. This Agreement may be amended only by the mutual written agreement of the Parties.
21. This Agreement may be terminated as follows:

- a. By written agreement of the Parties;
- b. By City by providing one hundred and eighty (180) days' written notice to Licensee following a determination by City that City desires to use the Licensed Area to as an improved right of way to expand Forest Grove Road or any other right of way at said location
- c. By City not earlier than thirty (30) days after delivery of a written notice to Licensee that Licensee has failed to comply with the provisions of this Agreement and Licensee has failed to cure such non-compliance within such thirty (30) day period; and
- d. As provided in Section 6 or Section 13, above.

Upon termination as provided for herein, Licensee shall be entitled to no compensation by City for the Private Improvements.

22. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested and addressed to the Parties at the address set forth below. Either Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address. Upon conveyance of fee ownership of Licensee's Property, notices to Licensee shall be to the person and address identified on the appraisal rolls of the Collin Central Appraisal District without notice of such change in address being required.

If intended for Licensee, to:

Shipley Venture IV, Ltd.
4137 Colgate Avenue
Dallas, Texas 75221

In intended for City to:

City of Lucas
Attn: City Manager
665 Country Club Road
Lucas, Texas 75002-7651

With Copies to:

City of Lucas
Attn: City Engineer
665 Country Club Road
Lucas, Texas 75002-7651

And:

Joseph J. Gorfida, Jr.
Nichols Jackson
500 N. Akard, Suite 1800
Dallas, Texas 75201

23. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
24. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of City under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, City does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to City against claims arising in the exercise of governmental powers and functions.
25. The recitals to this Agreement are incorporated herein by reference.

[Signatures on Following Pages]

SIGNED AND AGREED this _____ day of _____ 2025.

CITY OF LUCAS,
a Texas home rule municipality

By: _____
John Whitsell, City Manager

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____ 2025, by **John Whitsell**, City Manager, **City of Lucas**, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

SIGNED AND AGREED this _____ day of _____ 2025.

SHIPLEY VENTURE IV, LTD.,
A Texas Joint Venture

By: Shipley Development Corporation,
a Texas Corporation,
its General Partner

By: _____
William Wade Shipley V, President

LICENSEE'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____ 2025, by **William Wade Shipley V**, the President of Shipley Development Corporation, a Texas corporation, general partner of **Shipley Venture IV, Ltd.**, a Texas limited partnership, for and on behalf of said entity.

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT "A"
DESCRIPTION AND DEPICTION OF LICENSED PREMISES

Property Description

Driveway Easement
1.819 Acres/79,243 Sq.Ft.
Being a 60' Right-of-Way Dedication
Lucas Creek Estates - Vol. 0, Page 22, CCMR

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Calvin Boles Survey, Abstract No. 28, being all of a 60' right-of-way dedication by Lucas Creek Estates as recorded in Vol. 0, Page 22 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a RPLS 5387 capped iron rod found marking the northwest corner of said 60' right-of-way dedication, the northwest corner of Lucas Creek Estates, the southwest corner of Himmelreich Estate as recorded in Volume 2017, Page 826 of the Collin County Map Records, and being in the east line of Stonegate, an addition to the City of Lucas as recorded in Volume M, Page 399 of the Collin County Map Records;

THENCE with the north line of said 60' right-of-way dedication, the north line of Lucas Creek Estates, and the south line of Himmelreich Estate, North 89°46'51" East, passing at 1,290.71 feet a Roome capped iron rod found marking the west line of a 30' right-of-way dedication per Himmelreich Estate, and continuing for a total of 1320.71 feet to a point in Orr Road marking the northeast corner of said 60' right-of-way dedication;

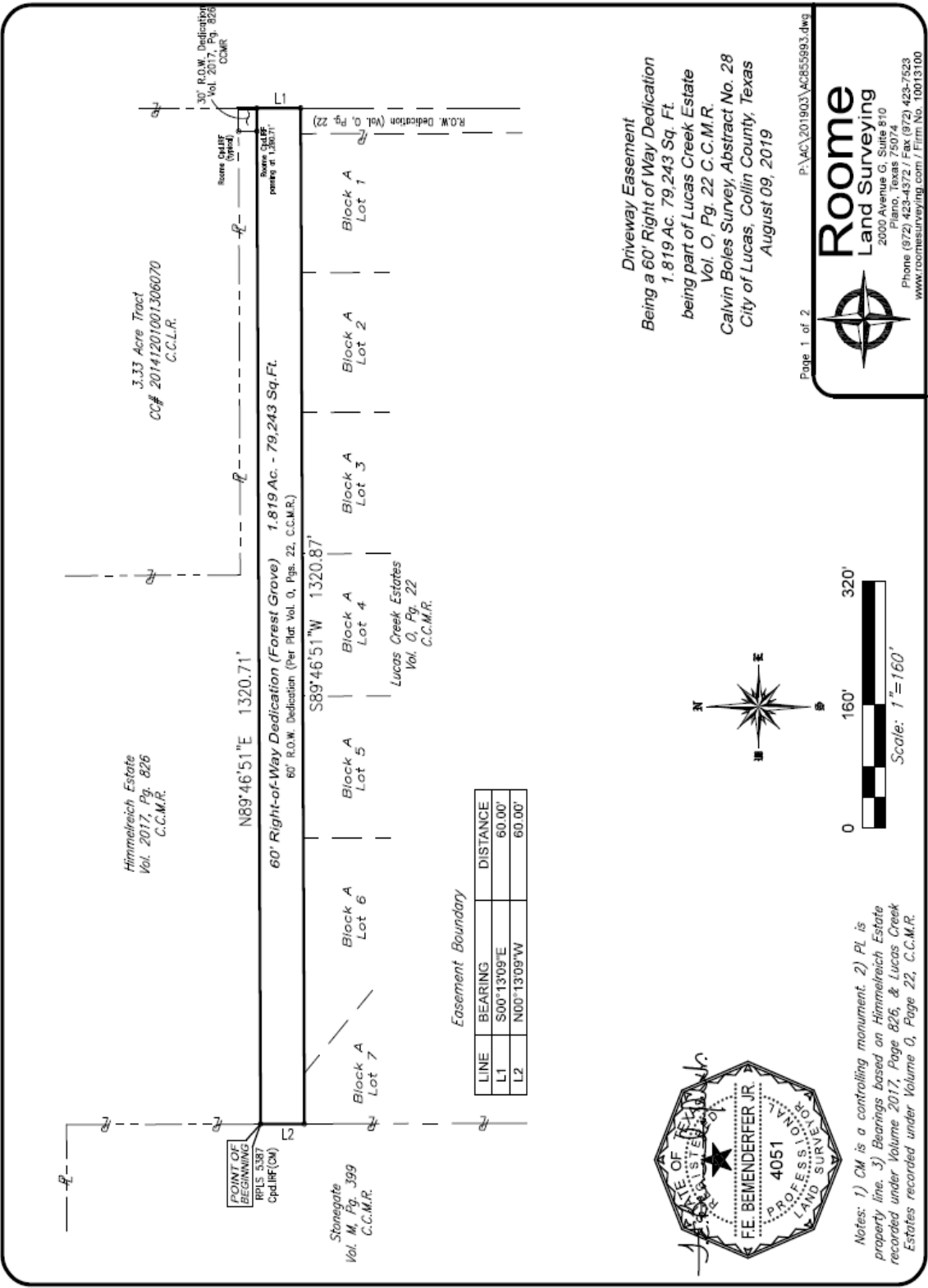
THENCE with Orr Road along the east line of said 60' right-of-way dedication, South 00°13'09" East, 60.00 feet to a point in Orr Road marking the southeast corner of said 60' right-of-way dedication;

THENCE with the south line of said 60' right-of-way dedication, and starting at 33.81 feet along the north line of Lots 1-7, Block A of Lucas Creek Estates, South 89°46'51" West, 1320.87 feet to a point marking the northwest corner of Lot 7, Block A of Lucas Creek Estates, the southwest corner of said 60' right-of-way dedication, and being in the east line of the aforementioned Stonegate;

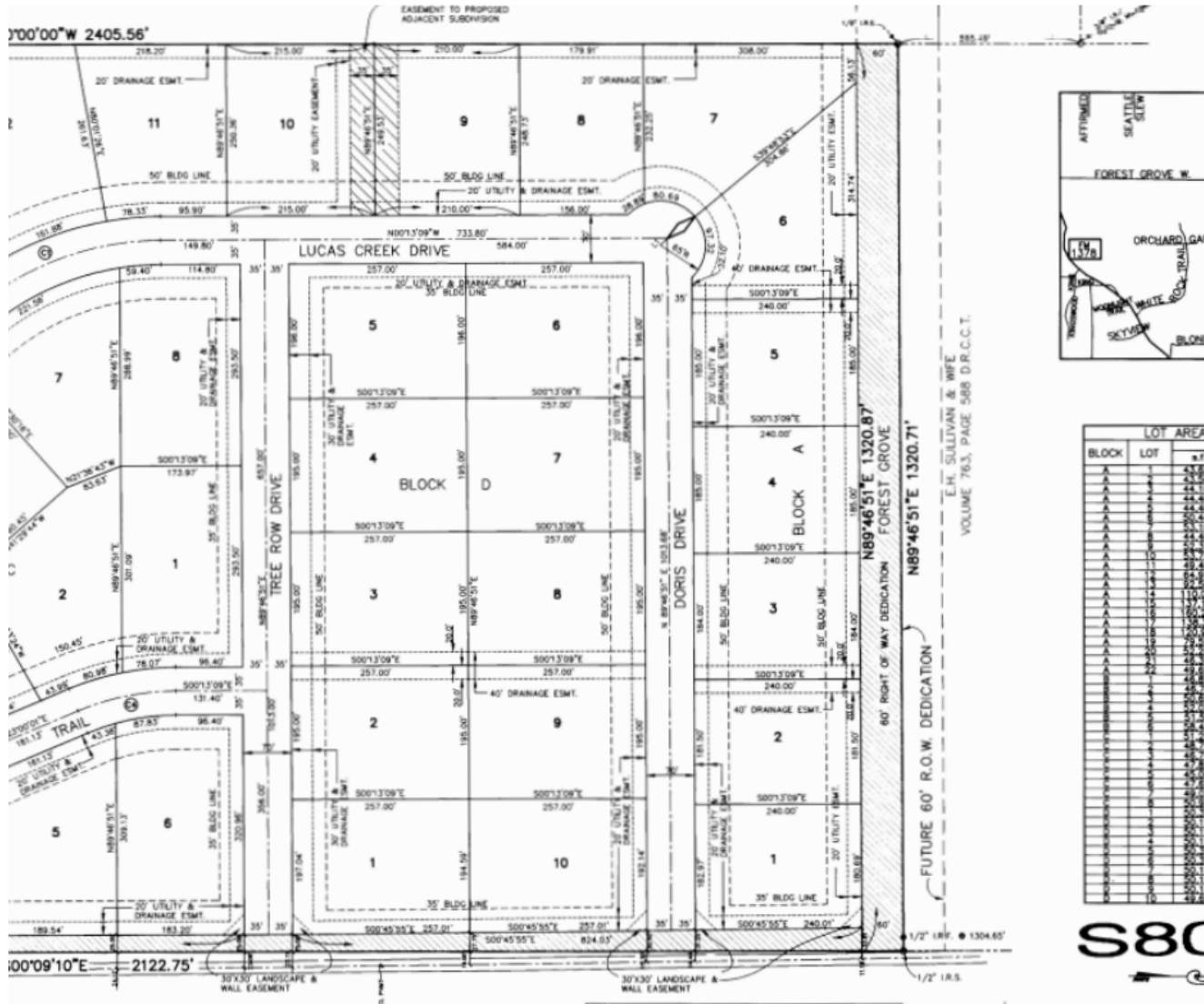
THENCE with the west line of said 60' right-of-way dedication, and the east line of Stonegate, North 00°13'09" West, 60.00 feet to the place of beginning and containing 1.819 acres or 79,243 square feet of land.

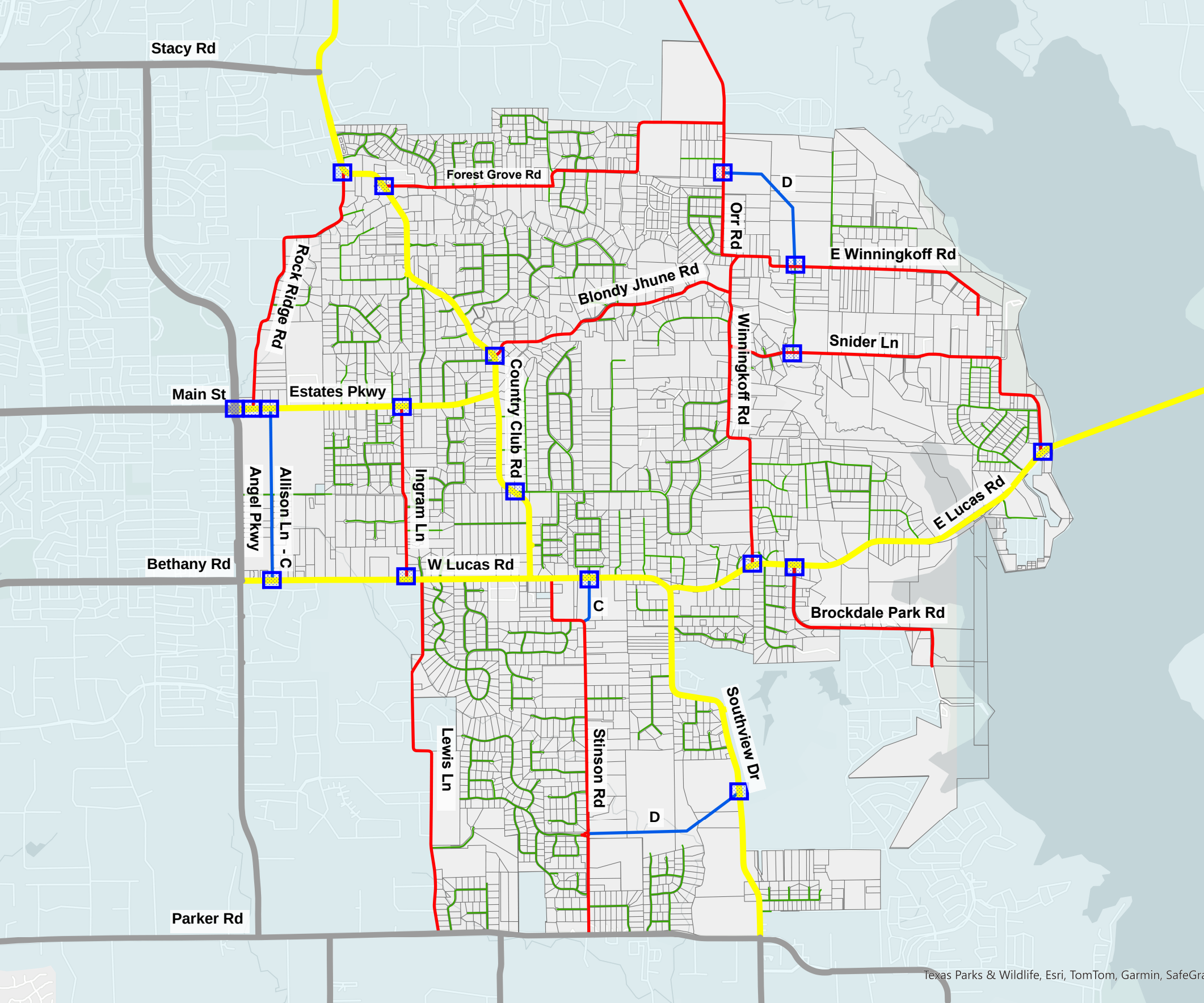
EXHIBIT "A"
DESCRIPTION AND DEPICTION OF LICENSED PREMISES

Property Depiction



Right of Way Dedication





LEGEND					
Type	Color	# of Lanes	Divided	Pavement Width (ft)	Right-of-Way Width (ft)
A	Grey	6	Yes	78 + 16ft Median	120
B	Yellow	4	Varies	52-54	60
C	Red	2	No	24-28	50
D	Green	2	No	24	50
Proposed	Blue	As Labeled	As Labeled	As Labeled	As Labeled

Proposed Intersection Improvement

Notes:

1. Type D roads are shown for reference only and are not modified by this plan.

2. Private roads and driveways generally are not shown except where valuable for readability.

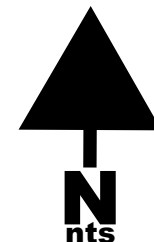
3. The blue shaded area is outside of City Limits.

4. Only the Northern 2,300 ft (approx) of Lewis Lane is Lucas maintained.

5. Only the Southern 300 ft (approx) of Rock Ridge Rd is Lucas maintained.

Thoroughfare Plan City of Lucas 2022

Revised: September 3, 2024
Adopted: September 19, 2024





City of Lucas City Council Agenda Request November 6, 2025

Requester: Jeremy Bogle, Public Works Director

Agenda Item Request:

Consider the following as it relates to the Public Works Storage building at North Pump Station:

- Authorize the City Manager to negotiate and enter into a contract with Jones Brothers Construction for an amount not to exceed \$771,099.
- Amend budget account number 51-8400-200 Building Improvements by \$127,250 utilizing funding from unrestricted water fund reserves for \$9,719 construction shortfall, \$25,000 camera/security, and contingency of \$92,531 for a total budget cost of \$888,630.

Background Information:

Staff brought forward a storage building for Public Works with an estimated cost of \$761,380 during the budgeting process.

This building would give staff a place to store all of our equipment out of the sun and weather. Between our current shop and the new one we will have enough room to get all of our heavy equipment that is very expensive inside out of the sun and weather that takes such a toll on this very expensive equipment and help us maintain and keep our equipment running and in good shape for longer periods of time, helping to ensure we are spending city funds appropriately and mindfully.

The council approved staff going out for bids for the building.

Staff received a total of three bids for the building; all three bids were over the budgeted amount of \$761,380. The lowest bid from Jones Brothers Construction came in at \$771,099 (shortfall of \$9,719). Staff recommends going with the lowest bid from Jones Brothers construction.

Sealed bids for the project were received as follows:

- Jones Brothers Construction – \$771,099
- Big Texas Builders LLC – \$1,271,648
- Tegrity Contractors, Inc. – \$1,474,777

Attachments/Supporting Documentation:

1. Jones Brothers Bid

Budget/Financial Impact:

The Public Works Department budgeted an estimated amount of \$761,380 in account 51-8400-200 for the Public Works Storage Building. The bid from Jones Brothers Construction came in at \$771,099. The department is requesting \$9,719 construction shortfall, an additional 12% \$92,531 for contingency, and \$25,000 for cameras/security improvements, as requested by Council, to ensure protection of equipment and the pump station site. This results in a total additional request of \$127,250, for a complete project cost of \$888,630 including shortfall, contingency and security.

Recommendation:

Staff recommends approval of the bid from Jones Brothers Construction and requests an additional \$127,250 from Water Fund unrestricted reserves to cover shortfall, contingency and camera/security costs for a total of \$888,630.

Motion:

I make a motion to the following as it relates to the Public Works Storage building at North Pump Station:

- Authorize the City Manager to negotiate and enter into a contract with Jones Brothers Construction for an amount not to exceed \$771,099.
- Amend budget account number 51-8400-200 Building Improvements by \$127,250 utilizing funding from unrestricted water fund reserves for the \$9,719 construction shortfall, \$25,000 camera/security, and contingency of \$92,531 for a total budget cost of \$888,630.

City of Lucas

Att: Line 2ka Muduro/purchasing Coordinator

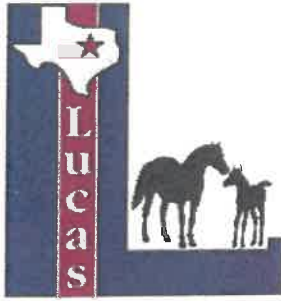
665 Country club Road

Lucas, Texas 75002

Bid Title: Public Works Design + Build accessory building
at North Pump Station

Bid Number: RFP # 042-26.

Opening Date: October 10, 2025
Opening Time: 2:00 P.m.



CITY OF LUCAS

REQUEST FOR PROPOSAL (RFP# 042-26)

**Project Title: PUBLIC WORKS - DESIGN & BUILD
ACCESSORY BUILDING AT NORTH PUMP STATION**

Proposal Opening Date: 2:00pm (Local Time)
DATE (October 10, 2025)



NOTICE TO BIDDERS

City of Lucas – Public Works Desing & Build Accessory Building At North Pump Station

The City of Lucas is inviting proposals from qualified and experienced contractors to undertake the construction of an accessory building at North Pump Station, strategically located at 915 Country Club Road, Lucas, Texas 75002. This project aims to enhance the operational capabilities of the Public Works Department by providing additional space for equipment storage. Proposers should demonstrate a strong background in similar construction projects, emphasizing their ability to deliver high-quality work within budget and on schedule. The selected contractor will be responsible for the comprehensive design and execution of the project, ensuring compliance with all applicable local codes and regulations.

Proposer may obtain a bid package on the city's website www.lucastexas.us or request a copy from Linezka Osorio lmaduro@lucastexas.us.

A Pre-proposal meeting will be held at Lucas City Hall, on 3rd, October 2025, at 10:00am. Proposals should be delivered in a sealed package with the RFP # 042-26 number on it, to the attention of Linezka Osorio – Purchasing Coordinator, City of Lucas, 665 Country Club Rd. Lucas, Texas 75002.

Deadline for submission of package is 2:00 pm 10th, October 2025. The bids will be opened immediately following the deadline in Lucas City Hall, Council Chambers (665 Country Club Road, Lucas, Texas 75002) at 2:00 p.m.

City of Lucas reserves the right to accept or reject any or all bids/proposals.



CITY OF LUCAS PUBLIC WORKS - DESIGN & BUILD ACCESSORY BUILDING AT NORTH PUMP STATION

The enclosed Request for Proposal (RFP 042-26) and attached documents are provided for your convenience in submitting a bid for the referenced project for the City of Lucas.

IMPORTANT BID DATES:

- **Pre-Bid Meeting:** **October 3rd, 2025, at 10:00 A.M.** (local time), *City Hall, 665 Country Club Road, Lucas, Texas 75002*. Attendance is optional.
- **Bid Opening:** **October 10th, 2025, at 2:00 P.M.** (local time), City of Lucas - City Hall.

Sealed Envelope Bid Offer To:

Bid # 042-26
ATTN: Linezka Osorio, Purchasing Coordinator
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Submission Requirements

All bids must be received at the designated location by the deadline shown above. Late submissions will not be considered and shall be deemed void and unacceptable. Bidders must submit one (1) original and two (2) copies of their proposal in a sealed envelope clearly marked with the RFP number. **Electronic or faxed submissions will not be accepted.**

Project Delivery Method

This project will be delivered using the Design/Build method. The selected contractor will be responsible for both design and construction services under a single contract.

Bid Bond Requirement

All bidders are required to submit a bid bond with their proposal. The bid bond must be in the form of a certified check, surety bond, or other acceptable security, and must be in an amount equal to five percent (5%) of the total bid submitted. The bid bond serves as a guarantee that, if awarded the contract, the bidder will enter into a formal contract and provide the required performance bond (100% of the contract price) and insurance. The bid bond must accompany the proposal and will be returned to unsuccessful bidders after award. Failure to submit a bid bond in the required amount will result in disqualification.

Insurance and Proposal Validity

The successful contractor must provide proof of insurance, including general liability, workers' compensation, and automobile coverage, in amounts specified in the RFP. Proposals must remain valid for a minimum of 60 days from the bid opening date.

Evaluation Criteria

Price will be considered as an essential part of the evaluation. While cost is a significant factor, the award will not automatically be made to the lowest bidder. Instead, the City will evaluate proposals based on overall value, considering project approach, experience, and price. The evaluation will be weighted as follows:

- References 20%
- Experience with the city of Lucas 10%
- Experience 20%
- Price 40%
- Experience with projects with this scope 10%

Requests for Clarification

Any prospective bidder requiring clarification or interpretation of this solicitation must submit a written request no later than five (5) days prior to the scheduled bid opening. Requests must be directed to **Joe Hilbourn at jhilbourn@lucastexas.us**. Responses will be provided to all known prospective bidders in the form of a written addendum.

It is the bidder's responsibility to verify receipt of all addenda. Addenda will be distributed to known bidders and posted on the City of Lucas Purchasing Website. Bid packets are also available online at: <http://www.lucastexas.us/finance/purchasing/bid>.

The City of Lucas shall not be responsible for failed internet connections or power interruptions.

Reservation of Rights

The City of Lucas reserves the right to accept or reject any or all bids, to waive informalities, and to act in the best interest of the City.

The City of Lucas values your time and effort in preparing a response and appreciates your interest in working with the City.

Sincerely,
Linezka Osorio
Purchasing Coordinator

CITY OF LUCAS BIDDER CERTIFICATION

This sheet must be completed and signed

JONES BROTHERS CONSTRUCTION

LEGAL NAME OF CONTRACTING COMPANY

CORPORATION 752725144

I.D. # (Company or Corporation)

214-535-7779

TELEPHONE NUMBER

FACSIMILE NUMBER

CRAIG JONES

OWNER

CONTACT PERSON

TITLE

505 Winding LN

McKINNEY TX

COMPLETE MAILING ADDRESS

CITY & STATE

75072

ZIP CODE

dcj0860@yahoo.com

EMAIL ADDRESS

Indicate all that apply:

☐ **Minority-Owned Business Enterprise**

☐ **Women-Owned Business Enterprise**

☐ **Disadvantaged Business Enterprise**

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Scope of Work, and provided all the required documents. Further, I agree that if my offer is accepted, I shall perform as required. I am aware that, once accepted by City of Lucas, my offer becomes a binding Contract and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

Craig Jones

SIGNATURE

9-16-25

DATE

CRAIG JONES

PRINTED NAME

OWNER

TITLE

PRINTED NAME

TITLE

SPECIFICATIONS/SCOPE/PRICE

The City of Lucas is seeking bids for a **PUBLIC WORKS - DESIGN & BUILD ACCESSORY BUILDING AT NORTH PUMP STATION**

Main Building (Shell Only)

60 x 120 Steel Building with 20 ft. Sidewalls 4:12 Roof Pitch Welded Red Iron Steel Frame, I Beam and C- Purlin free span construction. 16-gauge 8 in. primer painted C- Purlin used throughout Building. I Beam size depends on Building size. 26-gauge R-Panel Siding and Roof. Standard trim package includes Rake, Corner, Ridge Roll, 4-inch eave trim and header trim.

Concrete Slab - Engineered Concrete Slab, 14,120 Square Foot Concrete Slab. 8-inch thickness with 3/8 Rebar, 12x20 Concrete Beams with 1/2-inch Rebar, 8-inch Finish 4500 PSI Concrete.

Sloped Overhang - 20x20 Sloped Overhang 1:12 Roof Pitch, Post in ground in concrete. Match main frame, sheet and trim, no soffits or skirts.

Spray Foam - 2 inches of closed cell polyurethane spray foam insulation.

**Second Story Sub Floor - 20x60 10" Sub Floor
10" 12# I Beam on 12' centers, 10" C Purlin on 16" Centers
1" tongue & groove decking. 60' across front of Sub Floor
2x2 11-gauge tubing handrail 3 ft. tall non painted**

**Overhead Door - 7 - 12x14 Insulated Panel Garage Door,
White vinyl black high lift and roof pitched rails.**

**Door Operators - Commercial Door Operator comes standard
with 2 clickers per operator.**

**Walk Through Doors - 2 3x7 Walk Through Doors with 8"
Frame Outward Swinging.**

Gas:

3 Natural Gas Heaters and required piping in Shop.

Electrical:

**200-amp 120/208-volt 3 phase service
2 Hunter HVLS 18 ft paddle fans
15 150-watt Highway LED fixtures
16 4 ft LED strip fixtures
12 LED wall packs
4 ceiling mounted occupancy sensors
1 2x2 LED fixture
1 bath exhaust fan
1 30 in 5000 CFM wall mounted exhaust fan
15 120-volt 20-amp quad receptacles
4 exterior 20-amp receptacles
6 50 amp 208-volt single phase outlets
3 120-volt 20-amp furnace circuits
Wiring for 7 garage door motors**

Engineering and Architect Fee - Engineering for Concrete Slab.

**Pad Dirt and Dirt Work - 500 yards of select fill pad sand and
Machine dirt work.**

Concrete Pump Truck needed for pour.

Finnish out Bathroom:

Drywall and Framing

Ceiling grid, Tile and R-19

FRP to 4 ft.

1 Door and Frame

Tape, Bed, & Paint

HVAC - 1 Head Mini Split System

Electrical - See above

Plumbing - 1 Toilet, 1 Urinal, 1 Wall Hung Hand Sink, Water Heater, Washer Dryer Box, Fiber Glass Shower with Door, Mop Sink, 4 ft. of lower cabinets.

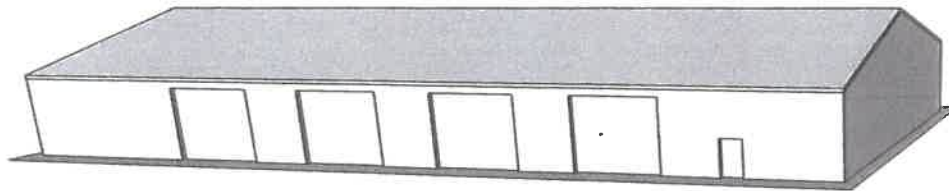
Septic System sized for both the accessory building, and existing pump station.

Item#	Description	Notes	Price
1	Design		50,000 ⁰⁰
2	Building		721,099 ⁰⁰

Total price: 771,099⁰⁰

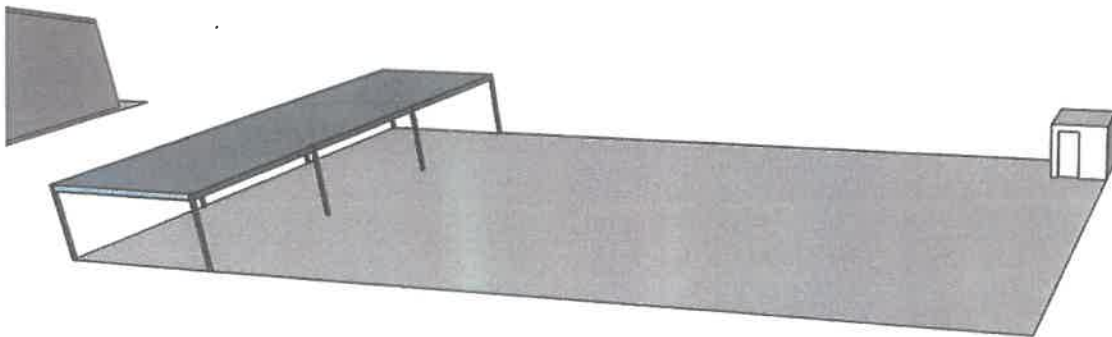
PLANS
Exterior Elevation

Exterior elevation



PLANS
Exterior Elevation

Interior, Mezzanine and bathroom locations



VENDOR REFERENCE INFORMATION SHEET

Jones Brothers Construction
COMPANY NAME
CRAIG Jones OWNER
AUTHORIZED AGENT TITLE
505 Winding Ln McKinney
STREET ADDRESS AND /OR P.O. BOX NO.
McKinney TX 75003
CITY STATE ZIP CODE
214-535-7779
PHONE FAX

REFERENCES

LIST OF THE LAST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES/SERVICES HAVE BEEN PROVIDED:

1. COMPANY NAME: City of Lucas
ADDRESS: 665 COUNTRY CLUB RD. PHONE: 972-912-1210
CONTACT PERSON: Jeremy Boyle TITLE: PUBLIC WORKS DIRECTOR
2. COMPANY NAME: City of Lucas
ADDRESS: 665 COUNTRY CLUB RD PHONE: 972-912-1208
CONTACT PERSON: DONNA BRADSHAW TITLE: COMMUNICATIONS
3. COMPANY NAME: City of Lucas
ADDRESS: 665 COUNTRY CLUB RD PHONE: 972-912-1207
CONTACT PERSON: Joe Hilborn TITLE: Development

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

None

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Craig Jones
Signature of person doing business with the governmental entity

9-16-25
Date

Adopted 06/29/2007

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) CRAIG JONES, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Jones Brothers Construction
Company Name

Craig Jones
Signature of Authorized Official

OWNER
Title of Authorized Official

9-16-25
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1363896

Date Filed:
09/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jones Brothers Construction
McKinney, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Lucas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

042-26
Build and design public works shop

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

Jones Brothers Construction
305 Hannah Dr.
Farmersville, TX 75442

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

OWNER:

(Name, legal status and address)

City of Lucas
665 Country Club Road
Lucas, TX 75002

BOND AMOUNT: 5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Public Works metal building North Pump Station
915 Country Club Road
Lucas, TX 75002

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of September, 2025

(Witness)

(Witness)

Jones Brothers Construction
(Principal) _____ (Seal)

Craig Jones
(Title) Owner

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)

Roger B. Luttrell
(Title) Attorney-in-Fact, Roger B. Luttrell





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ROGER B LUTTRELL** of **VAN ALSTYNE**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **September**, 2025.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IMPORTANT BIDDERS/OFFERORS CHECKLIST

Check off each of the following as the necessary action is completed

- ☒ 1. The Bidder/Offeror Certification has been signed.
- ☒ 2. Specification/scope/price.
- ☒ 3. Vendor Reference Information Sheet.
- ☒ 4. CIQ form - Conflict of Interest Questionnaire has been signed.
- ☒ 5. BH 89 Verification Form
- ☒ 6. Form 1295 (When the contractor is awarded).
- ☐ 7. W-9 form (New Vendors)
- ☒ 8. The mailing envelope has been addressed to:

CITY OF LUCAS
ATT: LINEZKA MADURO/PURCHASING COORDINATOR
665 COUNTRY CLUB ROAD
LUCAS, TEXAS 75002

- ☒ 9. The envelopes have been sealed and marked with (a label has been provided for your convenience):

Bid title
Bid number
Opening date
Opening Time

- ☒ 10. Evidence of Insurance: Prior to commencing the Services, and continuing until all Services to be performed under the Agreement have been completed, Contractor shall purchase and maintain insurance with a company, or companies qualified to do business in Texas. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

- ☒ 11. Bid Bond submitted with the package.

**Jones Bros. Construction
505 Winding Lane
McKinney, Tx. 75072**

Proposal

September 16, 2025

**Job RE: City of Lucas North Pump Station Building
Attn: Joe Hilbourn Jeremy Bogle**

Main Building (Shell Only)

**60 x 120 Steel Building with 20 ft. Sidewalls 4:12 Roof Pitch
Welded Red Iron Steel Frame, I Beam and C- Purlin free
span construction. 16 gauge 8 in. primer painted C- Purlin
used throughout Building. I Beam size depends on Building size.
26 gauge R-Panel Siding and Roof. Standard trim package includes
Rake, Corner, Ridge Roll, 4 inch eave trim and header trim.**

**Concrete Slab - Engineered Concrete Slab, 14,120 Square Foot
Concrete Slab. 8 inch thickness with 3/8 Rebar, 12x20 Concrete Beams
with 1/2 inch Rebar, Smooth Finish 4500 PSI Concrete.**

**Sloped Over Hang - 20x20 Sloped Over Hang 1:12 Roof Pitch, Post in
ground in concrete. Match main frame, sheet and trim, no soffits
or skirts.**

Spray Foam - 2 inches of closed cell polyurethane spray foam insulation.

**Second Story Sub Floor - 20x60 10" Sub Floor
10" 12# I Beam on 12' centers, 10" C Purlin on 16" Centers
1" tongue & groove decking. 60' across front of Sub Floor
2x2 11 gauge tubing hand rail 3 ft. tall non painted**

**Overhead Door - 7 - 12x14 Insulated Panel Garage Door,
White vinyl black high lift and roof pitched rails.**

**Door Operators - Commercial Door Operator comes standard
with 2 clickers per operator.**

**Walk Through Doors - 2 3x7 Walk Through Doors with 8"
Frame Outward Swinging.**

Engineering and Architect Fee - Engineering for Concrete Slab.

Pad Dirt and Dirt Work - 500 yards of select fill pad sand and machine dirt work.

Concrete Pump Truck needed for pour.

	512,815.00
Design Fee	50,000.00
Drywall and Framing	3,360.00
Ceiling grid, Tile and R-19	1,080.00
FRP to 4 ft.	900.00
1 Door and Frame	800.00
Tape, Bed, & Paint	1,850.00
HVAC - 1 Head Mini Split System	8,875.00
Electrical - See attached Sheet	112,100.00
Plumbing - 1 Toilet, 1 Urinal, 1 Wall Hung Hand Sink, Water Heater, Washer Dryer Box, Fiber Glass Shower with Door, Mop Sink, 4 ft. of lower cabinets, 3 Natural Gas Heaters in Shop	27,600.00
Septic System	15,000.00
Bond Fee 5%	36,719.00
Total	771,099.00

***This is an estimate only**

***Prices subject to change after Geotechnical report**

***City of Lucas to Bore and Sleeve for Gas Line**

***City of Lucas to do trenching for Water Line to Building and to Septic System**

Thank you.

Jones Brothers Construction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Patriot Growth Insurance Services, LLC
P. O. BOX 245
VAN ALSTYNE TX 75495

CONTACT NAME: Jeannynne Richards
PHONE (A/C, No, Ext): 903-482-5255 **FAX (A/C, No):** 903-482-8405
E-MAIL ADDRESS: Jeannynne.Richards@Patriotgis.com

INSURER(S) AFFORDING COVERAGE
INSURER A: United Fire & Casualty Company **NAIC #** 13021

INSURED
CPM Construction, Inc.
DBA Jones Bros Construction
305 Hannah Dr.
Farmersville TX 75442

JONES-3

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11201825

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			10153771944	6/25/2025	6/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			10153771944	6/25/2025	6/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Lucas
665 Country Club Road
Lucas TX 75002-7651

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Lucas City Council Agenda Request November 6, 2025

Requester: Toshia Kimball, City Secretary
Dusty Kuykendall, Mayor

Agenda Item Request:

Consider approving Resolution R 2025-11-05577 and cast votes for Collin County Central Appraisal District Board of Directors.

Background Information:

The Collin County Central Appraisal District has submitted the official ballot for their nominees to the Board of Directors. The City of Lucas is allotted seven (7) votes, which may be cast for one candidate or distributed among any number of candidates listed.

The Collin County Central Appraisal District ballot is attached to the letters received from the Collin County Central Appraisal District.

Attachments/Supporting Documentation:

1. R 2025-11-05577 Collin County Central Appraisal District Board of Directors Vote
2. Collin County CAD BOD Letter and Ballot
3. 2026 Collin County CAD Board of Directors Election Vote Allocation

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

I make a motion to approve Resolution R 2025-11-05577 and cast votes for _____ to the Collin County Central Appraisal District Board of Directors.



RESOLUTION R 2025-11-05577
[Collin County Central Appraisal District Board Directors]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, CASTING A VOTE FOR THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Lucas, Texas is entitled up to seven (7) votes by an official resolution to cast votes for the Board of Directors of the Central Appraisal District of Collin County;

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

SECTION 1. That the City Council of the City of Lucas, Texas does hereby vote for the candidate(s) marked on Exhibit A as a member of the Board of Directors of the Central Appraisal District of Collin County.

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

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 6th day of November, 2025.

City of Lucas, Texas

Dusty Kuykendall, Mayor

ATTEST:

Toshia Kimball, City Secretary



Collin Central Appraisal District

October 20, 2025

Toshia Kimball, City Secretary
Lucas City
665 Country Club Rd.
Lucas, TX 75002

RE: Board of Directors election, four-year term, beginning January 1, 2026

Dear Ms. Kimball:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2025, **except taxing units with 100 or more votes.**

Taxing Units with 100 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: Lucas City

NUMBER OF VOTES:

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM BEGINNING JANUARY 1, 2026.**

NOMINEES	VOTES
<i>DOUG BENDER</i>	
<i>BAINE BROOKS</i>	
<i>BRIAN DALE</i>	
<i>JOSHUA DAVID</i>	
<i>MICHELLE HOWARTH</i>	
<i>DUANE KELLY</i>	
<i>SURESH MALEPATI</i>	
<i>JASON ROSS</i>	
<i>JERRY TARTAGLINO</i>	
<i>BRYAN WASHINGTON</i>	
<i>STEVE WILSON</i>	

October 20, 2025

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2025, **except taxing units with 100 or more votes.**



Collin Central Appraisal District

2026
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

DOUG BENDER	Nominated by the City of Plano and Plano ISD. Resides in Plano, TX.
BAINE BROOKS	Nominated by the City of Allen. Resides in Allen, TX
BRIAN DALE	Nominated by the City of Lucas. Resides in Lucas, TX.
JOSHUA DAVID	Nominated by the City of Princeton. Resides in Princeton, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
DUANE KELLY	Nominated by Princeton ISD. Resides in Princeton, TX.
SURESH MALEPATI	Nominated by the City of Frisco and Frisco ISD. Resides in Frisco, TX.
JASON ROSS	Nominated by the City of Frisco and Frisco ISD. Resides in Frisco, TX.
JERRY TARTAGLINO	Nominated by the City of Parker and City of Nevada. Resides in Parker, TX.
BRYAN WASHINGTON	Nominated by the City of Princeton. Resides in Princeton, TX.
STEVE WILSON	Nominated by the City of McKinney. Resides in McKinney, TX.

**2025 ALLOCATION OF VOTES
BOARD OF DIRECTORS APPOINTMENT**

ENTITY NAME	# OF VOTES ALLOCATED
ALLEN CITY	46
ALLEN ISD	119
ANNA CITY	11
ANNA ISD	25
BLAND ISD	0
BLUE RIDGE CITY	0
BLUE RIDGE ISD	3
CARROLLTON CITY	1
CELINA CITY	24
CELINA ISD	35
COLLIN COUNTY	186
COLLIN COUNTY COLLEGE DISTRICT	93
COMMUNITY ISD	18
DALLAS CITY	27
FAIRVIEW CITY	5
FARMERSVILLE CITY	2
FARMERSVILLE ISD	8
FRISCO CITY	70
FRISCO ISD	233
GARLAND CITY	0
JOSEPHINE CITY	1
LAVON CITY	3
LEONARD ISD	0
LOVEJOY ISD	25
LOWRY CROSSING CITY	0
LUCAS CITY	3
MCKINNEY CITY	88
MCKINNEY ISD	151
MELISSA CITY	10
MELISSA ISD	29
MURPHY CITY	7
NEVADA CITY	0
NEW HOPE CITY	0
PARKER CITY	3
PLANO CITY	125
PLANO ISD	352
PRINCETON CITY	10
PRINCETON ISD	32
PROSPER TOWN	20
PROSPER ISD	115
RICHARDSON CITY	28
ROCKWALL ISD	0
ROYSE CITY	1
ROYSE CITY ISD	2
SACHSE CITY	5
ST. PAUL CITY	0
TRENTON ISD	0
VAN ALSTYNE CITY	0
VAN ALSTYNE ISD	1
WESTON CITY	1
WHITEWRIGHT ISD	0
WYLIE CITY	22
WYLIE ISD	60
TOTALS	2000

NOTE: ELIGIBILITY OF VOTING ENTITIES AND CALCULATIONS PER SECTION 6.03 OF THE TEXAS PROPERTY TAX CODE. PERCENTAGE OF TAX LEVY CALCULATIONS ARE BASED ON THE JULY 24, 2025 CERTIFIED ROLL, TIMES THE 2025 TAX RATE, DIVIDED BY THE TOTAL CALCULATED TAX LEVY FOR ALL TAXING UNITS.



City of Lucas City Council Agenda Request November 6, 2025

Requester: Patrick Hubbard, CIP Manager

Agenda Item Request:

Consider the following items as they relate to the Osage Lane Sewer Lift Station project:

- A. Appropriate \$702,985 from Unrestricted Water Fund Reserves to FY 25-26 budget Account 21-8210-490.131 (Osage Lane Lift Station).
- B. Award the bid and authorize the City Manager to enter into an agreement with Triad Services Group, LLC for the construction of the Osage Lane Sewer Lift Station project in an amount not to exceed \$828,760 using \$208,651 from Account 51-1001-76 (Restricted Cash Osage Lane Lift Station) and \$620,109 from unrestricted water fund reserves.
- C. Encumber a 10% contingency totaling \$82,876 in Account 21-8210-490.131 (Osage Lane Lift Station) to be reserved by the City to cover any unforeseen project expenses.
- D. Negotiate and enter into a Reimbursement Agreement with Malouf Interests, Inc., for reimbursement by the developer to the City in the amount of \$109,150.

Background Information:

Following the opening and tabulation of bids for RFP #041-25 Osage Lane Sewer Lift Station project, City of Lucas staff and the design engineer, Huitt-Zollars, Inc., have determined that the contractor Triad Services Group, LLC, has supplied the best proposal and staff therefore recommend awarding said contract to Triad Services Group, LLC. This project received two bids. Bids ranged from \$828,760 to \$1,085,920.

This project seeks to construct and enter into service the Osage Lift Station by installing the necessary pumps, piping, security fencing, and electrical components needed for the lift station to operate. This pump station will serve the imminent commercial development at this site and is being constructed as part of an agreement for the development. Subject to the conditions of the Planned Development Ordinance for the Lucas Town Center development, the developer has agreed to reimburse the City for the cost of the perimeter fencing along the site. The reimbursement amount is \$109,150, as set forth in the draft agreement attached hereto. The reimbursement will be received after the fence is installed and payment for the fence is complete.

The existing agreement pertaining to the property created a pool of funds in escrow for subsequent project completion. This account was later liquidated and the remaining escrow balance was held by the city in Account 51-1001-76 (Restricted Cash Osage Lane Lift Station). The balance of the account is \$208,651 and is restricted to this project.

Attachments/Supporting Documentation:

1. Award Recommendation Letter
2. Bid Tabulation for RFP #041-25
3. Draft Agreement for Fence Reimbursement

Budget/Financial Impact:

The contract will be in the amount of \$828,760 funded on a not-to-exceed basis. The contingency of \$82,876 is not part of the awarded contract and is reserved separately by the City for use on unforeseen expenses. This results in an overall total of \$911,636. The expected cost at project closeout, minus the contingency and developer's reimbursement of \$109,150 for the fence installation, is \$719,610. The remainder of the funds from the liquidated escrow account is \$208,651. Therefore, the financial breakdown is as follows:

Revenue Source	Encumbrance
Restricted Escrow Funds	\$ 208,651
Unrestricted Water Fund	\$ 620,109
Total Contract Amount	\$ 828,760
Contingency	\$ 82,876
Total With Contingency	\$ 911,636
Fence Reimbursement	\$ (109,150)
Total Minus Reimbursement	\$ 802,486
Total Minus Reimbursement and Coningency	\$ 719,610

Recommendation:

It is the recommendation of staff and the design engineers, Huitt-Zollars, Inc., to enter into a construction contract with Triad Services Group, LLC for the Osage Lane Sewer Lift Station project and to enter into a reimbursement agreement with Malouf Interests, inc.

Motion:

I make a motion to approve/deny authorizing the City Manager to complete the following items as they relate to the Osage Lane Sewer Lift Station project:

- A. Appropriate \$702,985 from Unrestricted Water Fund Reserves to FY 25-26 budget Account 21-8210-490.131 (Osage Lane Lift Station).

- B. Award the bid and authorize the City Manager to enter into an agreement with Triad Services Group, LLC for the construction of the Osage Lane Sewer Lift Station project in an amount not to exceed \$828,760 using \$208,651 from Account 51-1001-76 (Restricted Cash Osage Lane Lift Station) and \$620,109 from unrestricted water fund reserves.
- C. Encumber a 10% contingency totaling \$82,876 in Account 21-8210-490.131 (Osage Lane Lift Station) to be reserved by the City to cover any unforeseen project expenses.
- D. Negotiate and enter into a Reimbursement Agreement with Malouf Interests, Inc., for reimbursement by the developer to the City in the amount of \$109,150.

September 25, 2025

Mr. Patrick Hubbard
CIP Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Ref: City of Lucas Osage Lane Sewer Lift Station

Dear Mr. Hubbard:

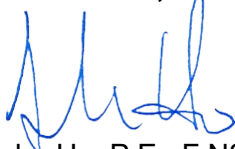
Bids were received at the City of Lucas on September 16, 2025 for the above referenced project. Two (2) bids were received and opened publicly and the low bidder was submitted by Triad Services Group, LLC.

We have reviewed and tabulated the bid proposals, a copy is attached and the low bid is \$828,760.00. Additionally, we have contacted four (4) references as provided by Triad for some of their past and current projects, all references provided positive responses and recommendations. .

It appears the bid and references are in order and we recommend the selection of Triad Services Group, LLC as the Contractor for the referenced project.

Please call if you have any questions.

Sincerely
Huitt-Zollars, Inc.



John Ho, P.E., F.NSPE
Vice President

Attachments

			Triad Service Group, LLC		Rey-Mar Construction, LLC	
Description	Quantity	Unit	Unit Price	Cost	Unit Price	Cost
General Conditions & Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 37,000.00	\$ 37,000.00
Performance & Payment Bonds	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 11,500.00	\$ 11,500.00
Maintenance Bond	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00
Remove & Dispose of Existing Wire Fence	200	LF	\$ 12.00	\$ 2,400.00	\$ 50.00	\$ 10,000.00
8" Interior Lift Station Piping, Valves, etc.	1	LS	\$ 94,000.00	\$ 94,000.00	\$ 277,700.00	\$ 277,700.00
Coring / Plugging Existing Wet Well	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
Pump - Flygt NP 3202 SH - 72 HP	2	EA	\$ 45,000.00	\$ 90,000.00	\$ 50,500.00	\$ 101,000.00
10" PVC Sanitary Sewer Pipe	10	LF	\$ 2,100.00	\$ 21,000.00	\$ 1,500.00	\$ 15,000.00
10" Sanitary Sewer Cleanout	1	EA	\$ 600.00	\$ 600.00	\$ 6,700.00	\$ 6,700.00
Remove Plug and Connect to Existing	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00
Electrical Rack Concrete Foundation (Pedestal)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 9,500.00	\$ 9,500.00
Ameristar Montage II Steel Fence	265	LF	\$ 350.00	\$ 92,750.00	\$ 257.00	\$ 68,105.00
Ameristar # PGKOD Sliding Security Gate	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 32,000.00	\$ 32,000.00
6" Thick Gravel	65	CU. YD	\$ 240.00	\$ 15,600.00	\$ 295.00	\$ 19,175.00
Electrical Rack, Panels and Equipment	1	LS	\$ 184,000.00	\$ 184,000.00	\$ 270,000.00	\$ 270,000.00
480V Pump Control Panel	2	EA	\$ 46,000.00	\$ 92,000.00	\$ 22,300.00	\$ 44,600.00
Proposed Security Lighting	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 9,500.00	\$ 19,000.00
4" Schedule 40 PVC Sleeve & Wire	180	LF	\$ 150.00	\$ 27,000.00	\$ 169.00	\$ 30,420.00
Testing & Commissioning System	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 13,000.00	\$ 13,000.00
SCADA Allowance	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Corrosion Resistant Epoxy Coating (as needed)	1,060	SF	\$ 33.50	\$ 35,510.00	\$ 27.00	\$ 28,620.00
Passive Odor Control	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
Confined Space Warning Signs	2	EA	\$ 1,700.00	\$ 3,400.00	\$ 1,300.00	\$ 2,600.00
Demobilization	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 828,760.00		\$ 1,085,920.00

Description - Alternate Bid	Quantity	Unit	Unit Price	Cost	Unit Price	Cost
Pump - Equal to Flight NP 3202 SH 3 273 - 72 HP	2	EA	\$ -	\$ -	\$ -	\$ -
TOTAL				\$		\$

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

REIMBURSEMENT AGREEMENT

This **Reimbursement Agreement** ("**Agreement**") is made by and between the **City of Lucas**, a Texas home rule municipality ("**City**"), and **Malouf Interests, Inc.**, a Texas corporation ("**Company**") (City and Company are collectively referred to as the "**Parties**" and singularly as a "**Party**"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company or Company Affiliate is the developer of that certain approximately 41.9954-tract of land located within the City's incorporated limits as further described in **Exhibit "A"** (the "**Land**"), attached hereto and incorporated herein; and

WHEREAS, Company or Company Affiliate intends to develop the Land with restaurants, entertainment, and unique retail space in accordance with the PD-3 Regulations; and

WHEREAS, in accordance with the PD-3 Regulations, the Company is to construct a wrought-iron screening fence surrounding the Osage Lane Lift Station; and

WHEREAS, the Company desires to have the City construct and the City agrees to construct the Screening Improvements on behalf of Company and in accordance with and as depicted in the plans attached hereto and incorporated herein as **Exhibit "B"** (the "**Plans**"); and

WHEREAS, the Company recognizes that in completing the Screening Improvements on behalf of Company, City will incur Improvement Expenses; and

WHEREAS, Company desire to reimburse City for the Improvement Expenses incurred in completing the Screening Improvements in accordance with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"Company" shall mean Malouf Interests, Inc., a Texas corporation.

"Company Affiliate" means an entity which owns, is owed by, or which is under common ownership with Company, directly or indirectly.

“Completion of Construction” shall mean the completion of the Screening Improvements in accordance with the Plans.

“Effective Date” shall mean the last date of execution hereof by all of the Parties.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations herein.

“Improvement Expenses” shall mean the actual cost incurred by the City for completing the Screening Improvements of which is budgeted to be an amount of ONE HUNDRED NINE THOUSAND ONE HUNDRED AND FIFTY AND NO/100 DOLLARS (\$109,150.00)

“Land” shall have the meaning assigned in the Recitals.

“Osage Lane Lift Station” shall mean the City’s sewer lift station located on Osage Lane, Lucas, Texas.

“Plans” shall have the meaning assigned in the Recitals.

“PD-3 Regulations” shall mean the City of Lucas Zoning Ordinance, as amended, and the development and use regulations applicable to the Land adopted pursuant to City of Lucas Ordinance No. 2025-01-01011.

“Screening Improvements” shall mean collectively (i) the removal and disposal of the existing wire fence around the Osage Lane Lift Station, (ii) Ameristar montage steel fence as described in the Plans, (iii) Ameristar sliding security gate as described in the plans, and (iv) any incidental and related charges thereto, including but not limited to labor, site improvements, and materials.

ARTICLE II

TERM

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE III

SCREENING IMPROVEMENTS

3.1 Relief from Construction. Company or Company Affiliate shall remain primarily responsible for design and development of the Land in accordance with the PD-3 Regulations, however, City agrees to construct and compete the Screening Improvements as required by the PD-3 Regulations and this Agreement.

3.2 Completion of Construction. City covenants and agrees to cause Completion of Construction of the Screening Improvements no later than one (1) year from the Effective Date (the “**Completion Date**”).

3.3 Reimbursement. Company agrees to reimburse City for the Improvement Expenses within thirty (30) days following Completion of Construction upon invoice by the City. No certificates of

occupancy will be issued for any structure on the Land until Company timely reimburses the City for the Improvements Expenses in accordance with this section 3.3.

3.4 City Accounting. Upon written request from Company, but in no case more often than once each sixty (60) days during the term of this Agreement, City agrees to provide a written account of the Improvement Expenses. Company shall have the right to examine the invoices and receipts supporting the expenditures made by City; provided, however, City shall be entitled to redact any information from invoices provided by any third-party contractor that City has determined, in City's sole discretion, is protected by the attorney/client privilege or constitutes attorney work product. Company shall have ten (10) days after receipt of City's account to review City's accounting and make objections thereto. If Company objects to any portion of the Improvement Expenses, the Parties shall attempt to resolve the dispute within a reasonable period of time. However, if, notwithstanding their collective good faith effort, the dispute cannot be timely resolved, City's payment of the disputed portion of Improvement Expenses shall be final, unless action by City is arbitrary or capricious.

ARTICLE IV TERMINATION

4.1 This Agreement shall terminate upon any one of the following:

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

ARTICLE V MISCELLANEOUS

5.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of City

5.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 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. The undersigned officers and/or agents of the Parties are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) 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 received as sent by courier or otherwise hand delivered.

If intended for City, to:

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

With a copy to:

Joseph J. Gorfida, Jr.
Nichols Jackson
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Malouf Interests, Inc.
Attn: Steve Gregory
4143 Maple, Ave, 325
Dallas, Texas 75219

With a copy to:

n/a

5.5 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 or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement.

5.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to the application of any conflict of laws doctrines. Venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

5.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties 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.

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

5.10 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.

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

5.12 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.

5.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

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

5.15 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

[Signature Page to Follow]

EXECUTED this ____ day of _____, 2025.

CITY OF LUCAS, TEXAS

By: _____
John Whitsell, City Manager

Approved as to Form:

By: _____
Joseph J. Gorfida, City Attorney

SIGNED AND AGREED this the _____ day of _____, 2025.

MALOUF INTEREST, INC.,
a Texas corporation

By: _____
Steve Gregory, CEO

EXHIBIT "A"
DESCRIPTION OF THE LAND

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;

EXHIBIT "A"
DESCRIPTION OF THE LAND

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.

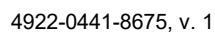
The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011)

PLANS FOR SCREENING IMPROVEMENTS

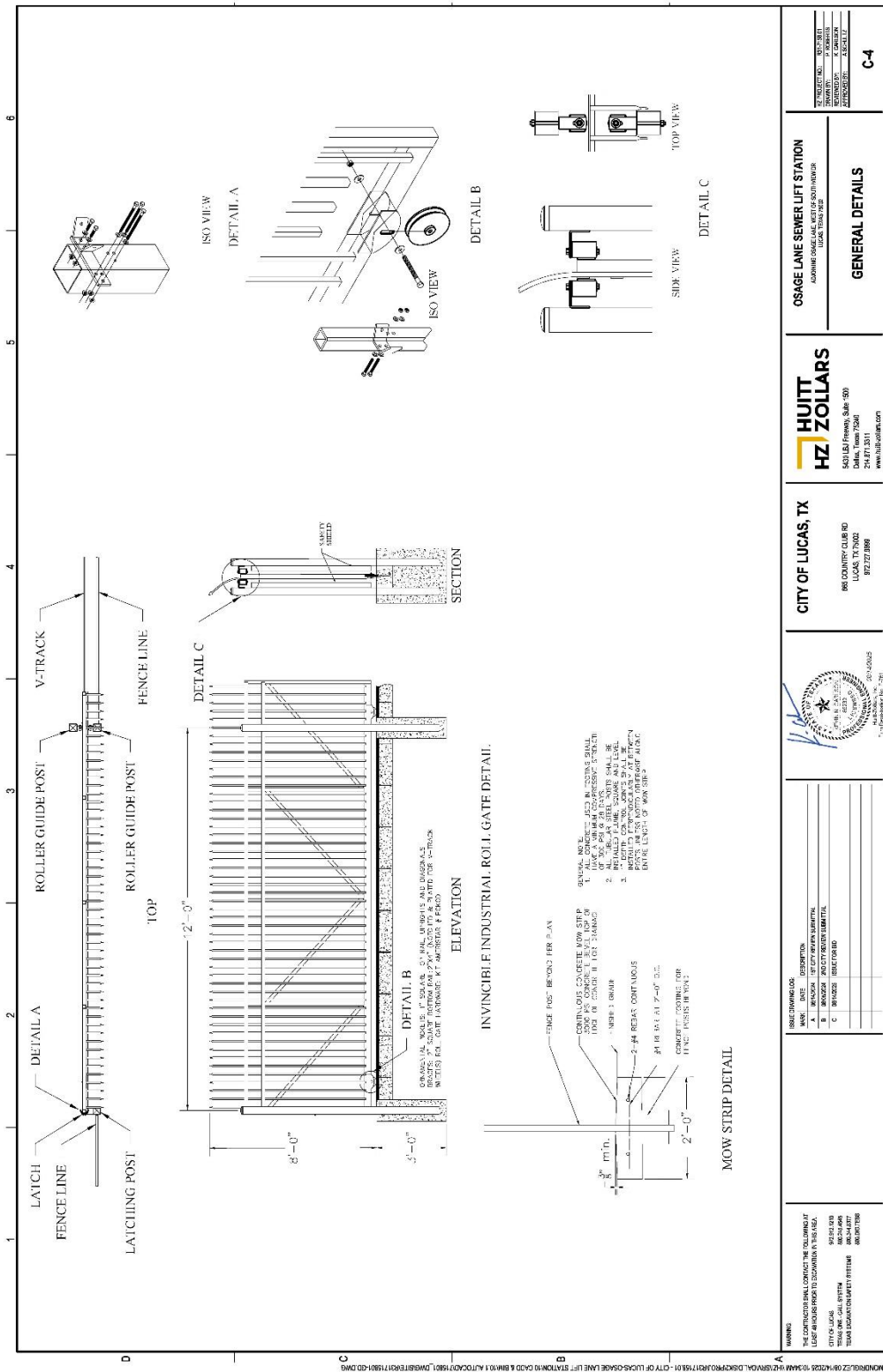
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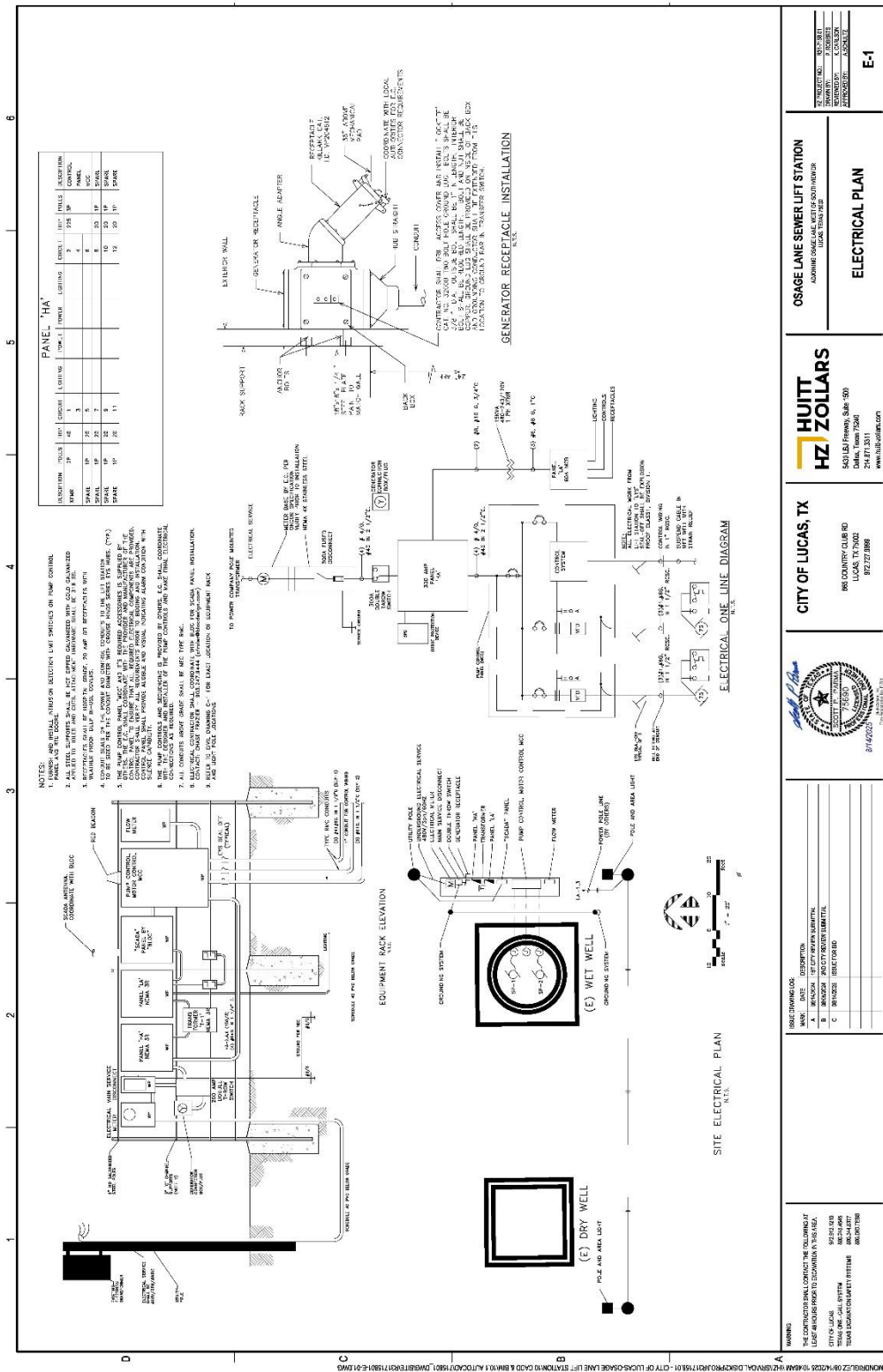
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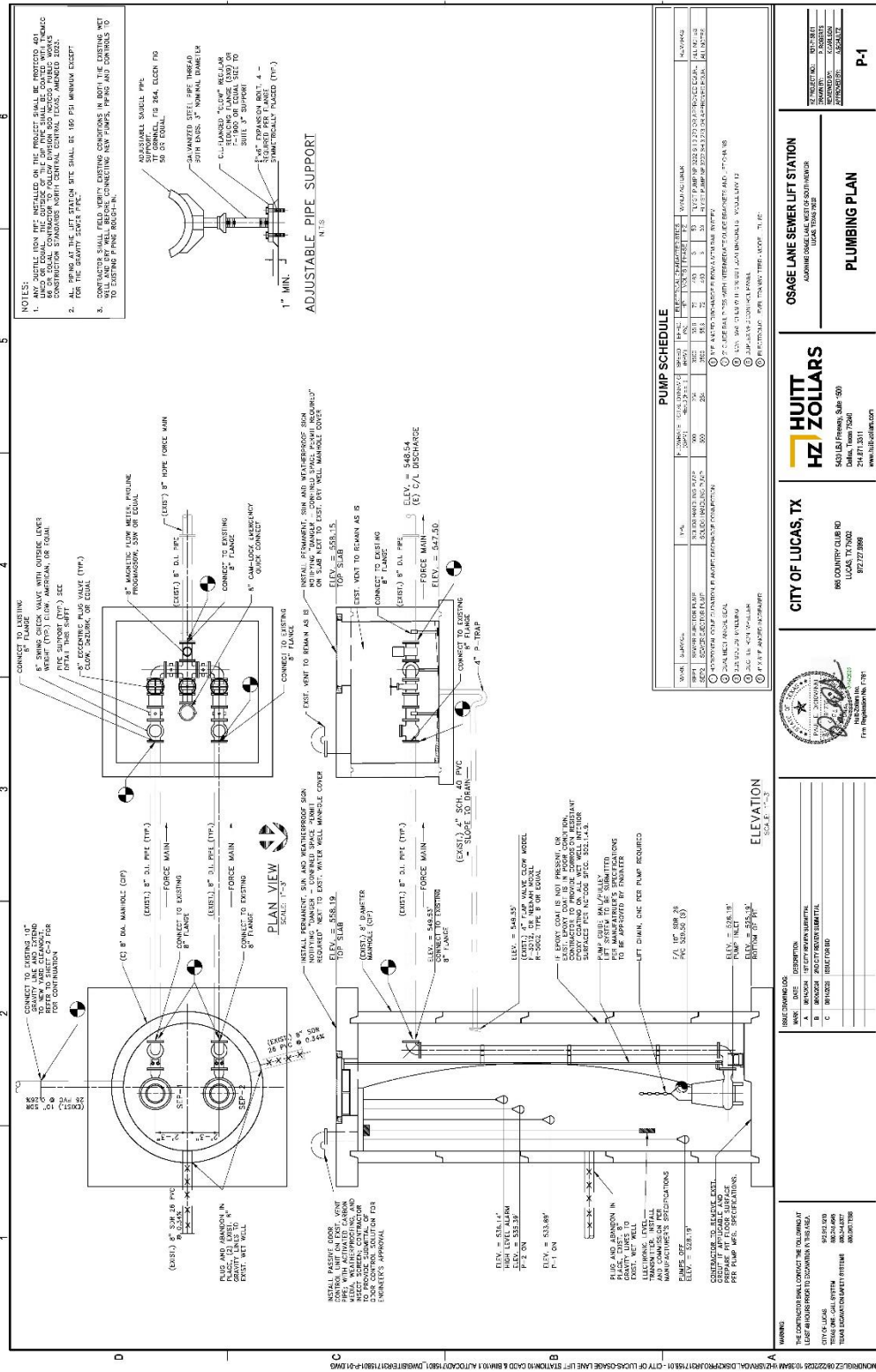




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EXHIBIT "B" PLANS FOR SCREENING IMPROVEMENTS





Item No. 10.

City of Lucas City Council Agenda Request November 6, 2025

Requester: John Whitsell, City Manager

Agenda Item Request:

Consider and give staff direction on the review of the City of Lucas Charter or any recommended amendments.

Background Information:

The Charter dictates that the City Council review for necessary amendments once every 5 years. The last review looks to be in 2021. Staff seeks direction on how the Council would like to proceed to fulfill this obligation. Should we want to place any amendments on the ballot in May, we would need to have the review completed by the 1st of February.

Attachments/Supporting Documentation:

1. HOME RULE CHARTER Review page 36

Budget/Financial Impact:

N/A

Recommendation:

No recommendation. Direction only.

Motion:

Staff asking for direction only.

ARTICLE XII

ADOPTION OF CHARTER

SECTION 12.01 Amendment of Charter

Amendments to this Charter may be framed and submitted to the qualified voters of the City as provided by the Texas Constitution and the laws of the State as presently enacted or hereafter amended; but no more often than once every two (2) years, as provided by the laws of the State.

SECTION 12.02 Council Review of Charter

The City Council shall review the Charter at least once every five (5) years to determine whether any amendments are necessary.



Item No. 11.

**City of Lucas
City Council Agenda Request
November 6, 2025**

Requester: City Council

Agenda Item Request:

The City Council will convene into executive session pursuant to Section 551.074 of the Texas Government Code, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee. City Manager

Background Information:

N/A

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A



**City of Lucas
City Council Agenda Request
November 6, 2025**

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:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA