



AGENDA CITY COUNCIL MEETING

December 18, 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, December 18, 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.

A. Presentation to the City of Lucas Finance Department for receiving the 2024 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association (GFOA).

Consent Agenda

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

3. Consent Agenda

A. Approval of the November 20, 2025, City Council Meeting Minutes

B. Approval of the City of Lucas Quarterly Investment Report ended Sept. 2025.

Regular Agenda

4. Consider the Water and Wastewater Rate Study (Raftelis) to provide direction on rate structure, and set a public hearing date for proposed rate changes. **(John Whitsell, City Manager, Liz Exum, Finance Director, Jeremy Bogle, Public Works Director)**

5. Consider and provide direction to staff regarding a proposed Interlocal Agreement (ILA) with the City of Parker for the rehabilitation of Lewis Lane. **(John Whitsell, City Manager)**

6. Consider board/commission appointments to serve a two-year term beginning on January 1, 2026, and expiring on December 31, 2027, for the following:

A. Board of Adjustment (also serving as the Building and Standards Commission)

B. Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee)

C. Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) **(City Council)**

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.

7. Executive Session: An Executive Session is not scheduled for this meeting. **(City Council)**

8. Reconvene from Executive Session and take any action necessary as a result of the Executive Session. **(City Council)**

9. 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 December 12, 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
December 18, 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



Item No. 2.

City of Lucas City Council Agenda Request December 18, 2025

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Items of Community Interest.

A. Presentation to the City of Lucas Finance Department for receiving the 2024 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association (GFOA).

Background Information:

The City of Lucas has received the Certificate of Achievement for Excellence in Financial Reporting Award for the September 30, 2024, Annual Comprehensive Report. This is the 15th year in a row the city has received this award by the Government Finance Officers Association of the United States and Canada (GFOA). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government entity and its management.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas City Council Agenda Request December 18, 2025

Requester: Toshia Kimball, City Secretary
Liz Exum, Finance Director

Agenda Item Request:

Consent Agenda

- A. Approval of the November 20, 2025, City Council Meeting Minutes
- B. Approval of the City of Lucas Quarterly Investment Report ended Sept. 2025

Background Information:

NA

Attachments/Supporting Documentation:

- 1. 11-20-2025 City Council Meeting Minutes
- 2. Quarterly Investment Report Sept 25

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the Consent Agenda.

Motion:

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



MINUTES

CITY COUNCIL REGULAR MEETING

November 20, 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 Chris Bierman
Councilmember Neil Peterson
Councilmember Brian Stubblefield
Councilmember Tim Johnson

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Interim Fire Chief Rick Lasky
CIP Manager Patrick Hubbard
Public Works Director Jeremy Bogle

City Councilmembers Absent:

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

There was no Citizen Input at this meeting.

Community Interest

2. Items of Community Interest:

Mayor Kuykendall presented the items of Community Interest.

- Holiday Donation Drive – November 3rd – December 5th
- Lucas Country Christmas – Friday December 5th from 6 pm – 9 pm
- Service Tree Nominations – Due by December 26, 2025, close of business
- Board & Commissions – Sign up by December 5, 2025, on the city website

Consent Agenda

3. Consent Agenda:

A. Approval of the November 6, 2025 Meeting minutes.

B. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal shelter services for a one-year period beginning October 1, 2025, through September 30, 2026, in an amount not to exceed \$14,970.



MINUTES **CITY COUNCIL REGULAR MEETING**

November 20, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Bierman, to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.

Regular Agenda

4. Consider reviewing and updating the board appointment policy established in 2019.

No motion required on this item. City staff will develop a draft policy and return it to the City Council for consideration and further direction.

5. Receive an update and discuss the City of Lucas Road Improvement Program, including a summary of previous year activities, discussion of the current fiscal year, long-term vision, and topics of public interest.

CIP Manager Patrick Hubbard presented.

There is no motion required on this item.

Executive Session Agenda

6. Executive Session:

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 convened into Executive Session at 7:22 p.m.

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

City Council reconvened from Executive Session at 7:56 p.m. There was no action taken on this item.

Adjournment

8. Adjournment.



MINUTES

CITY COUNCIL REGULAR MEETING

November 20, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

MOTION: A motion was made by Councilmember Johnson, seconded by Mayor Kuykendall to adjourn the meeting at 7:57 p.m. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary

CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended

September 2025

Bank Account Name	Rating	June 30, 2025	September 30, 2025	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$3,707,643.15	\$5,748,809.49	\$2,041,166.34	10.95%
Interest Rate		4.00%	4.00%	0.00%	
ANB - Reserve General Fund	AAAm	\$4,140,549.12	\$4,182,499.86	\$41,950.74	7.96%
		4.00%	4.00%	0.00%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Total Bank Accounts		\$7,848,192.27	\$9,931,309.35	\$2,083,117.08	18.91%

Pools

Logic - General Fund	AAAm	\$7,554,892.09	\$7,788,623.92	\$233,731.83	14.83%
Logic - Water Fund	AAAm	\$12,044,714.26	\$12,185,712.96	\$140,998.70	23.20%
Logic 2019 CO - General Fund	AAAm	\$6,840,642.30	\$6,886,411.50	\$45,769.20	13.11%
Logic 2019 CO - Water Fund	AAAm	\$41,031.56	\$33,913.48	-\$7,118.08	0.06%
Logic West Lucas Road	AAAm	\$2,957,463.36	\$2,990,224.82	\$32,761.46	5.69%
Logic West Lucas Road - RTR	AAAm	\$7,698,861.10	\$7,664,112.13	-\$34,748.97	14.59%
Interest Rate		4.4108%	4.3313%	-0.0795%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Lone Star Invest - General Fund	AAAm	\$2,366,229.38	\$2,391,927.04	\$25,697.66	4.55%
Lone Star Invest- Water Fund	AAAm	\$885,857.61	\$895,475.32	\$9,617.71	1.70%
Interest Rate		4.2993%	4.2519%	-0.0474%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$3,077,017.43	\$1,753,984.08	-\$1,323,033.35	3.34%
Interest Rate		4.2970%	4.2520%	-0.0450%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1	0	
Total Pools		\$43,466,709.09	\$42,590,385.25	-\$876,323.84	81.09%

Total Bank Acct. and Pools		\$51,314,901.36	\$52,521,694.60	\$1,206,793.24	100.00%
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The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies.


John Whitsell - City Manager


Liz Exum - Finance Director



City of Lucas City Council Agenda Request December 18, 2025

Requester: John Whitsell, City Manager
Liz Exum, Finance Director
Jeremy Bogle, Public Works Director

Agenda Item Request:

Consider the Water and Wastewater Rate Study (Raftelis) to provide direction on rate structure, and set a public hearing date for proposed rate changes.

Background Information:

Raftelis has completed a water and wastewater rate study for the City, including a five-year financial plan, to evaluate the City's rate structure and ensure long-term financial sustainability. The proposed rates are intended to align with the new wholesale water contract being offered by the North Texas Municipal Water District (NTMWD).

Chris Williams of Raftelis will present the results of the study at the meeting. The presentation will outline two water rate structure options for Council consideration:

- Option 1: Maintain the current tiered rate structure and add a seventh usage tier.
- Option 2: Transition to a five-tier rate structure that bills customers for actual water usage beginning with the first gallon, eliminating the inclusion of 2,000 gallons within the minimum charge.

The proposed five-tier structure improves cost-of-service alignment and transparency and is expected to lower water bills for the City's lowest-volume users. Both options and their customer bill impacts will be discussed in detail during the presentation.

Section 10.03, Regulation of Rates, of the City of Lucas Home Rule Charter requires a public hearing prior to adopting any changes to water or wastewater rates. The required timeline is as follows:

- December 18, 2025: Council consideration of the Water and Wastewater Rate Study and Five-Year Financial Plan; direction provided and public hearing scheduled
- January 2, 2026: Publication of public hearing notice in the Allen American
- January 15, 2026: Public hearing to consider adjustments to water and wastewater rates
- January 15, 2026: Consider adoption of an ordinance amending Appendix C, "Fee Schedule," of the Code of Ordinances to implement revised water and wastewater rates,

as permitted following the public hearing

Attachments/Supporting Documentation:

1. Lucas_CityCouncil_12_18_2025 (1)

Budget/Financial Impact:

N/A

Recommendation:

Staff recommends adopting the five-tier structure because it improves cost-of-service alignment, increases rate transparency by billing actual usage, and reduces bills for the City's lowest-volume customers, while aligning with the NTMWD contract cost impacts.

Motion:

Current Structure with Added Seventh Tier

I make a motion to accept the Raftelis Water and Wastewater Rate Study and Five-Year Financial Plan; direct staff to prepare an ordinance amending Appendix C, 'Fee Schedule,' to implement a water rate structure maintaining the current tiers with the addition of a seventh usage tier, and associated wastewater rates consistent with the study; and schedule the required public hearing for January 15, 2026.

Five-Tier Rate Structure

I make a motion to accept the Raftelis Water and Wastewater Rate Study and Five-Year Financial Plan; direct staff to prepare an ordinance amending Appendix C, 'Fee Schedule,' to implement the five-tier water rate structure, including billing for actual usage beginning with the first gallon, and associated wastewater rates consistent with the study; and schedule the required public hearing for January 15, 2026.

City of Lucas

Rate Study Update

Thursday, December 18, 2025



Agenda

1. Introduction
2. Demand Profiles
3. Water Financial Plan
4. Rate Structure Options & Average Bill Comparisons
5. Q&A

Introduction



Project Team (Raftelis)



Angie Flores
Vice President



Christopher Williams
Manager



Trey Hund
Staff Consultant



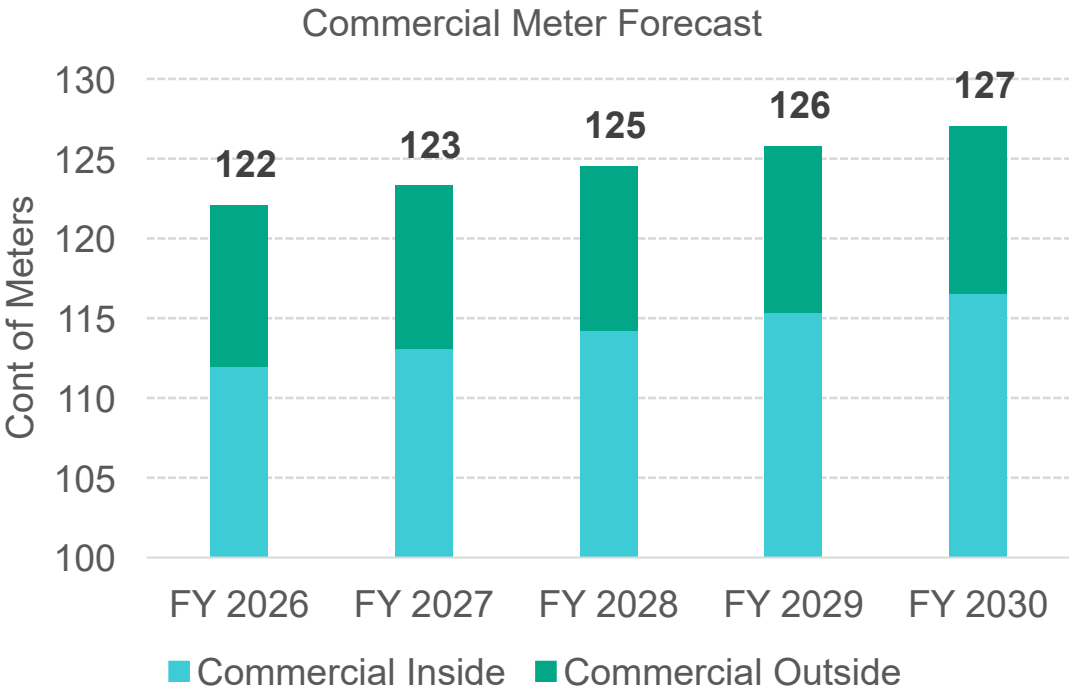
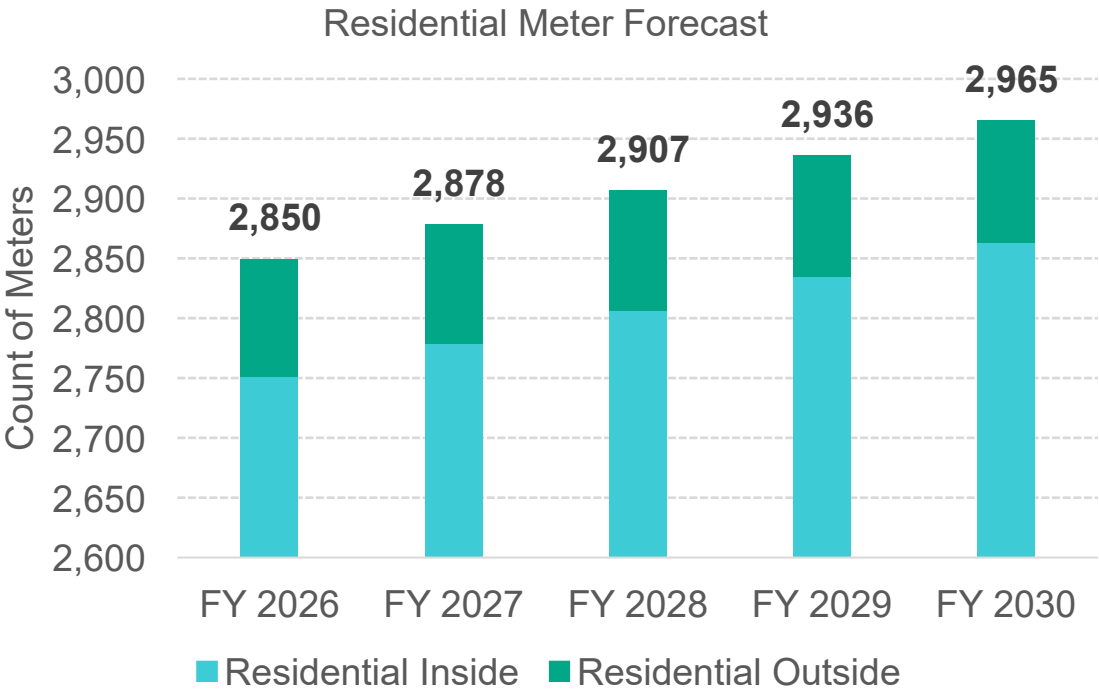
Cameron Craig
Staff Consultant

Demand Profiles



Demand Profiles

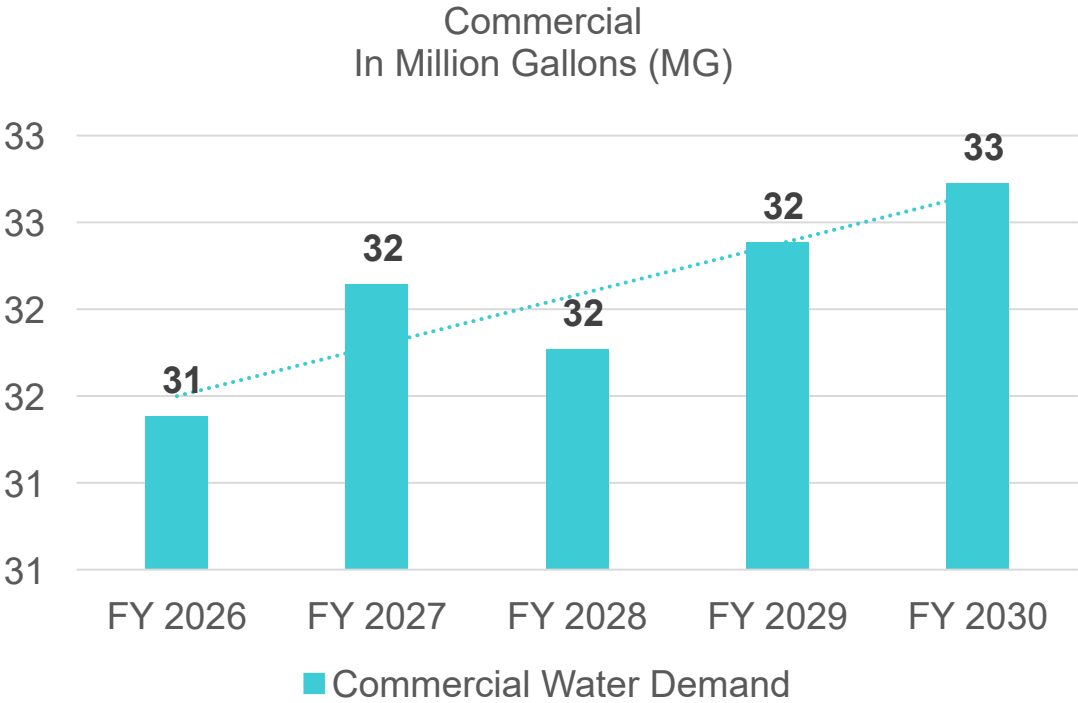
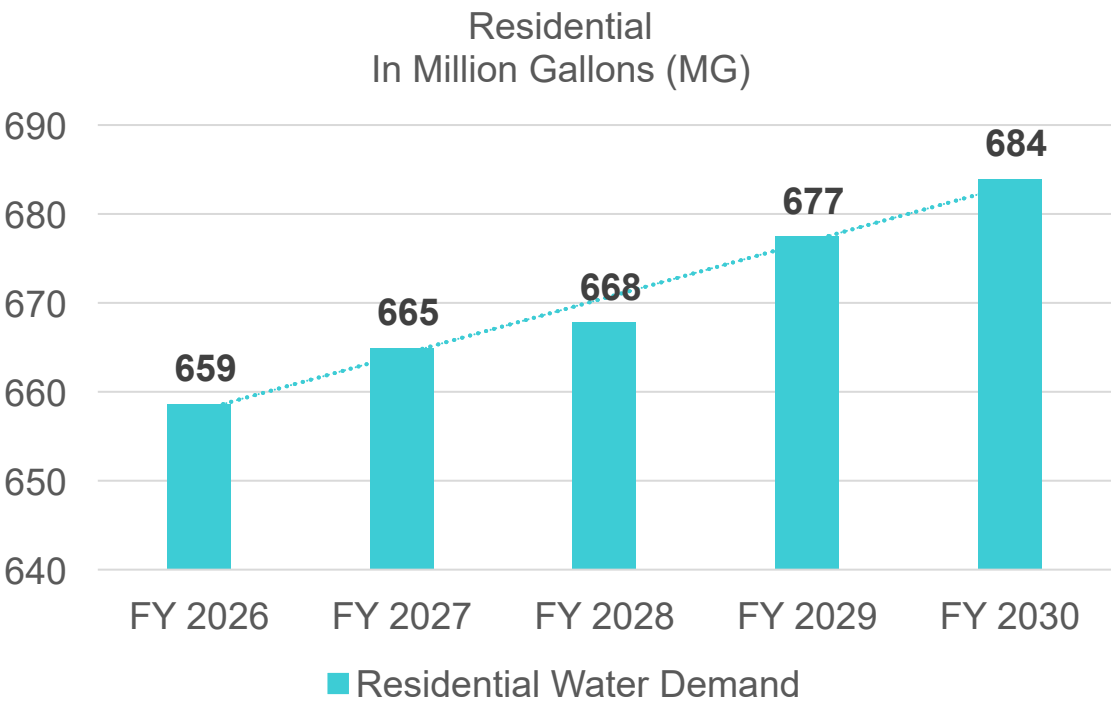
Account Growth (Meters)



- Raftelis conducted a demand analysis, and the results indicate modest growth accounts.
- The forecast is factoring 1% annual meter growth from FY2026 – FY2030.

Demand Profiles

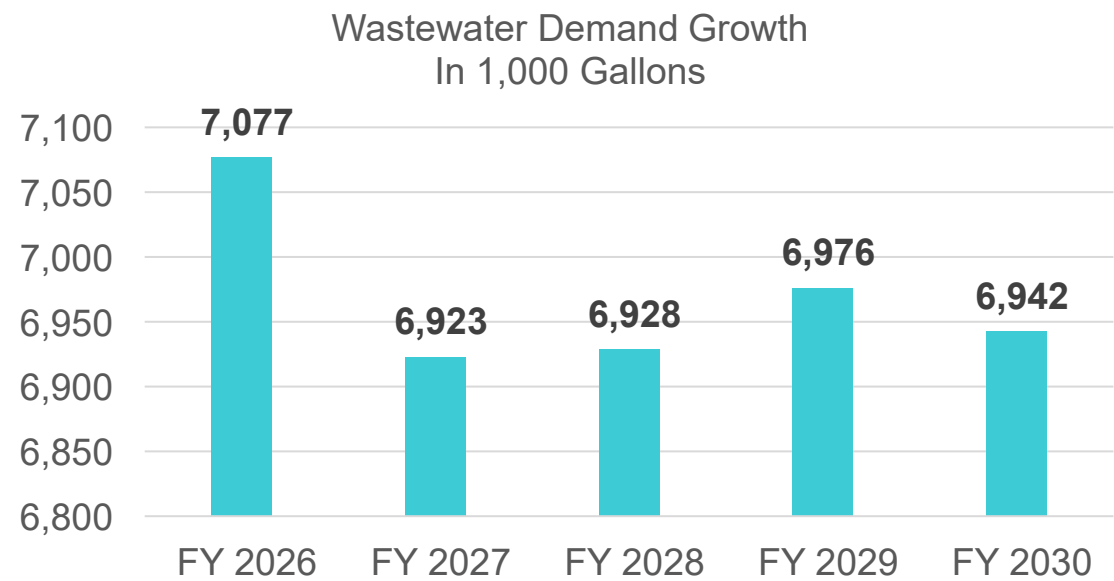
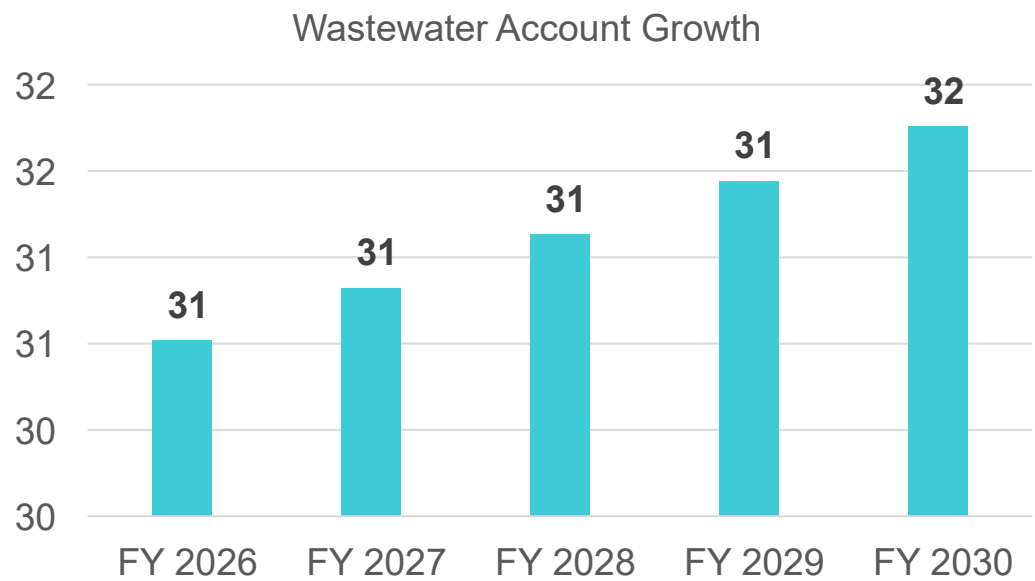
Water Demand Growth



- FY2028: The commercial class shows a slight dip, due to 4-year average demand per account fluctuation
- Basically, demand is forecasted to decrease by ~1,000 gals a day in FY2028 for commercial

Demand Profiles

Wastewater Demand & Account Growth



- The commercial class shows a slight dip, due to 4-year average demand per account fluctuation

Water Financial Plan





Financial Planning Overview

1

Financial Assumptions

2

Financial Plan (No Rate Changes)

3

Financial Plan (with Rate Increases)

Financial Assumptions



Major Cost Drivers (5-Year Outlooks)

Building Improvements: \$761K (FY2026)

Cash-Funded Capital: \$946K (FY2026); \$5.6M (2-Year Total)

Purchased Water: \$3.5M (FY2026); \$24M (5-Year Total)

Proposed Debt Issuances: \$9M (FY2029)

Interest Rate: 5% (conservative approach)



Reserve Targets:

Target: 180 Days

All-in Debt Service Coverage Target: 1.25x

NTMWD Contract

How do the new terms affect the City?

Fiscal Year	Take-or-Pay	Forecast (Gallons)	Excess Demand	Forecast (Excluding Excess Demand)	Base \$	5 Cents \$	10% Premium \$	2.80% Premium \$	Total
2025	-	788,911,876	-	\$788,911,876	\$3,076,756	\$39,446	-	-	\$3,116,202
2026	-	830,329,750	-	830,329,750	3,520,598	41,516	-	-	3,562,115
2027	-	873,922,062	-	873,922,062	4,151,130	43,696	-	-	4,194,826
2028	-	916,916,458	-	916,916,458	4,896,334	45,846	-	-	4,942,180
2029	-	916,916,458	-	916,916,458	5,391,469	45,846	-	-	5,437,315
2030	-	916,916,458	-	916,916,458	\$5,895,773	\$45,846	-	-	\$5,941,619

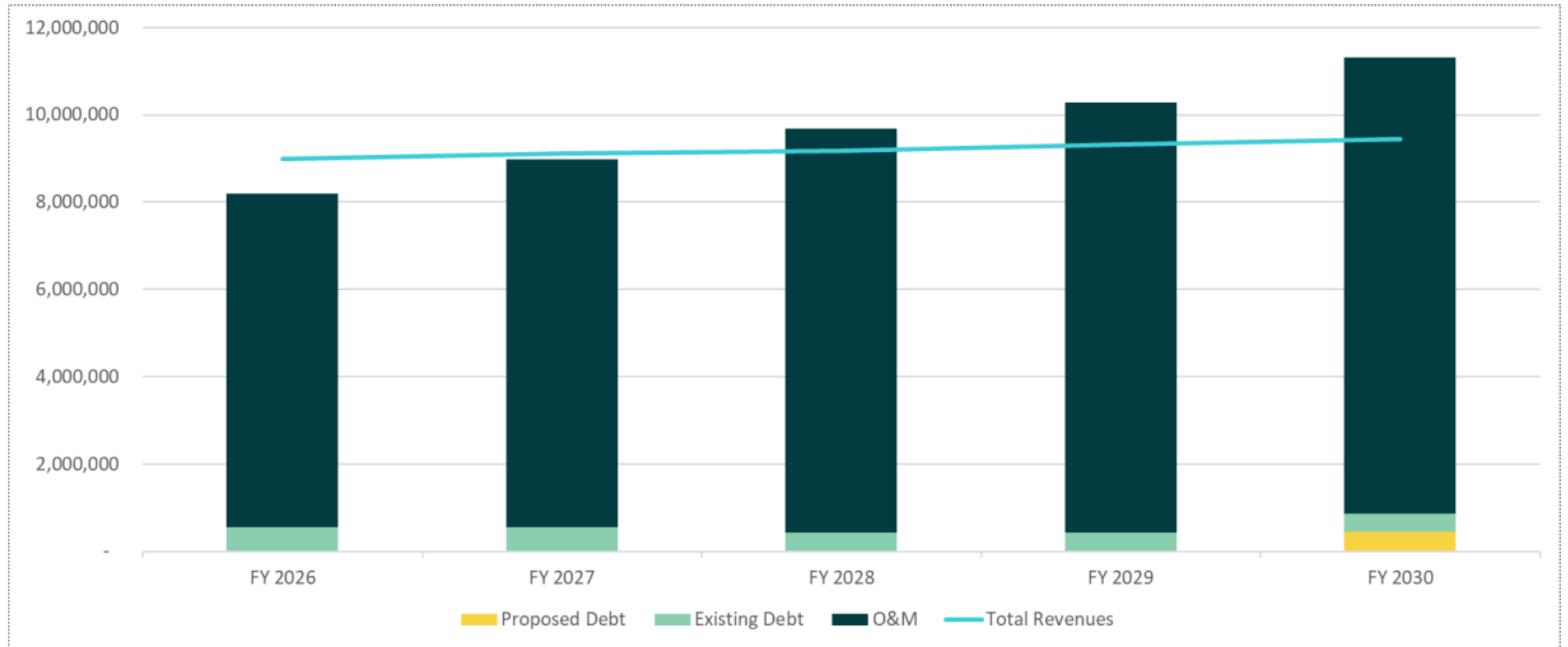
- ✓ No anticipated impact
- ✓ City is forecasted to reach its build-out demand by 2028
- ✓ Anticipated Grandfathered Demand (105% of FY2029) is 963 Million Gallons (MG)
- ✓ Recommended the City sign the NTMWD contract to secure the discount up to 105% of demand if needed

Financial Plan

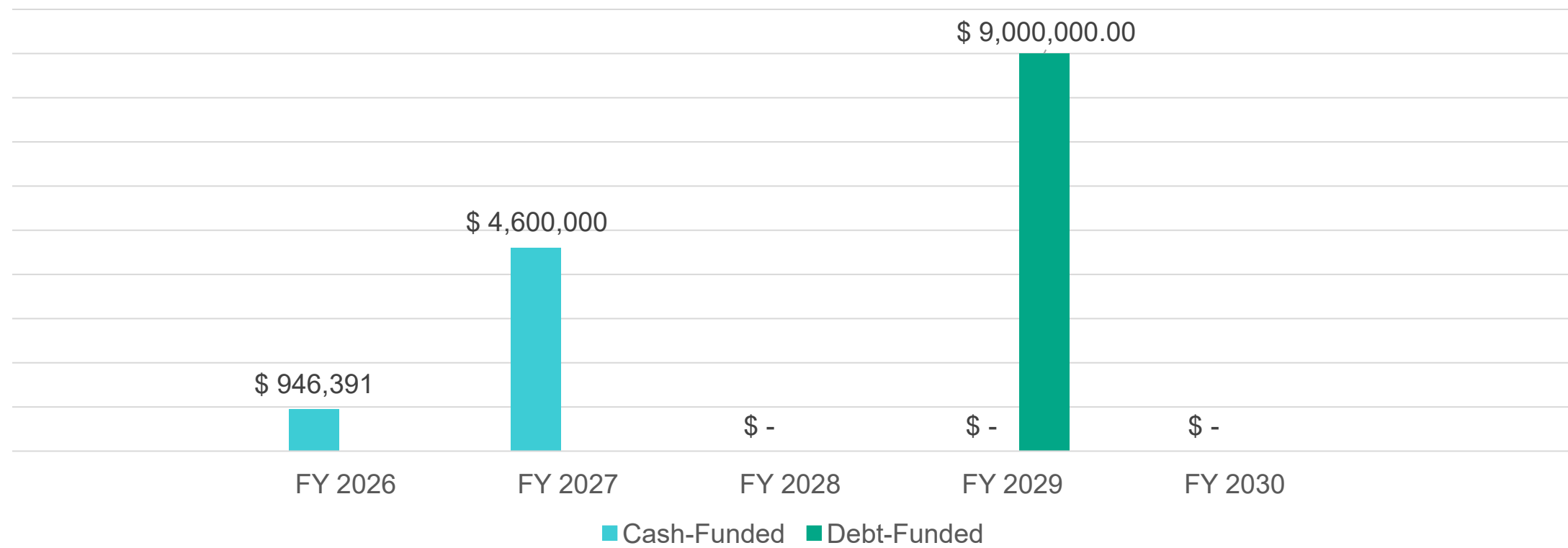
(with no increases)



Financial Plan (with no rate increases)



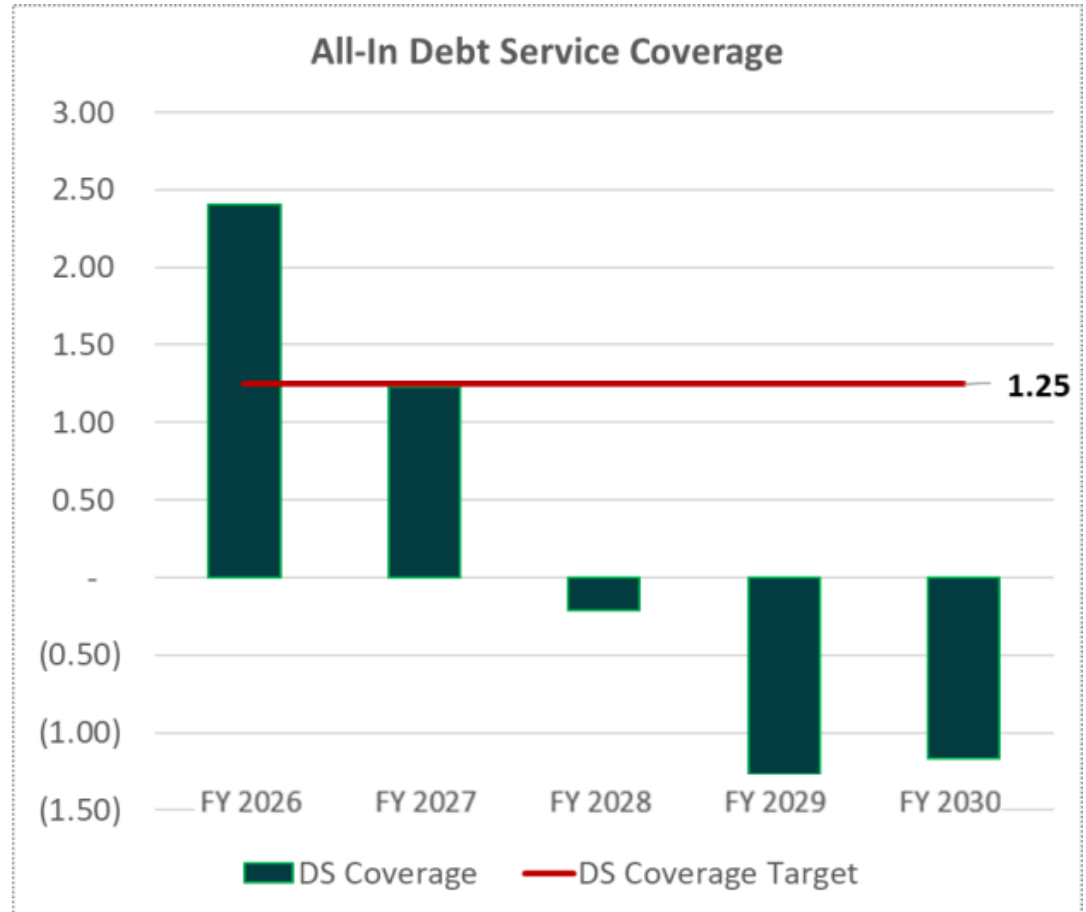
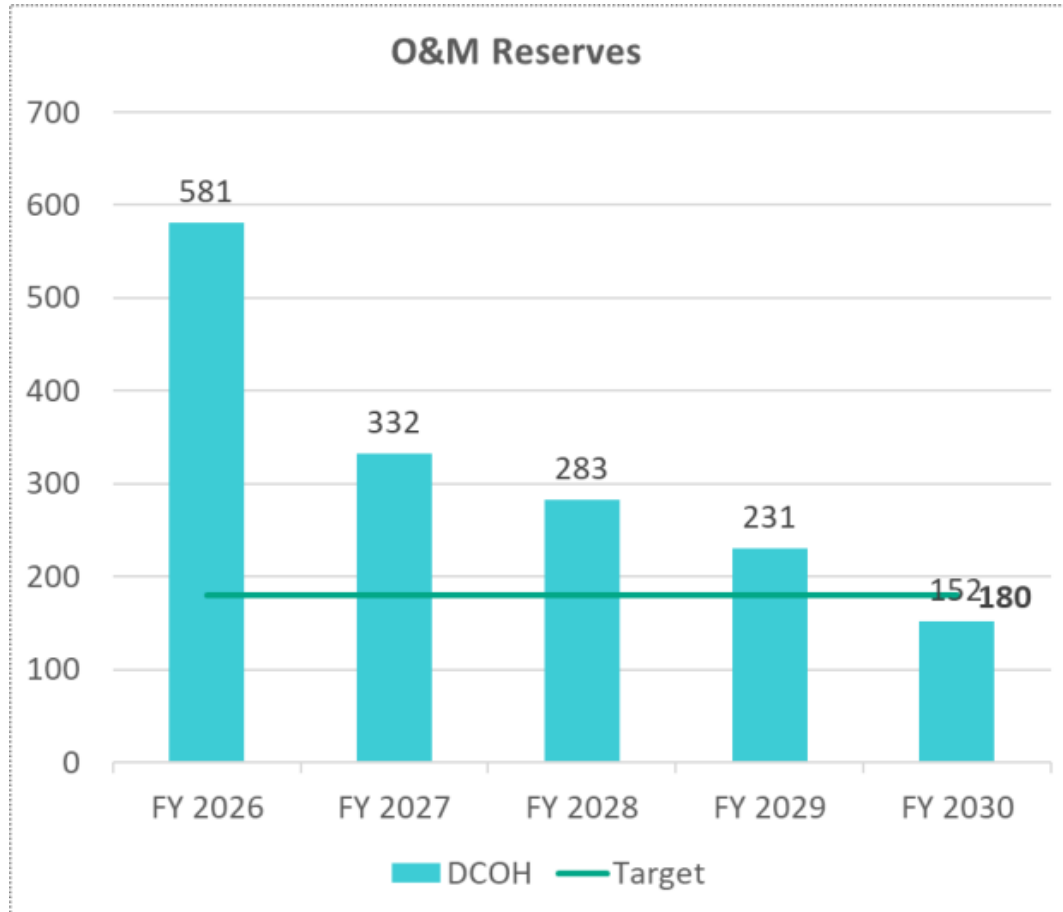
5-Year Planned CIP Budget



If debt is not issued, rate revenue can cash-fund projects if financial metrics hold.

Financial Metrics

(with no increases)

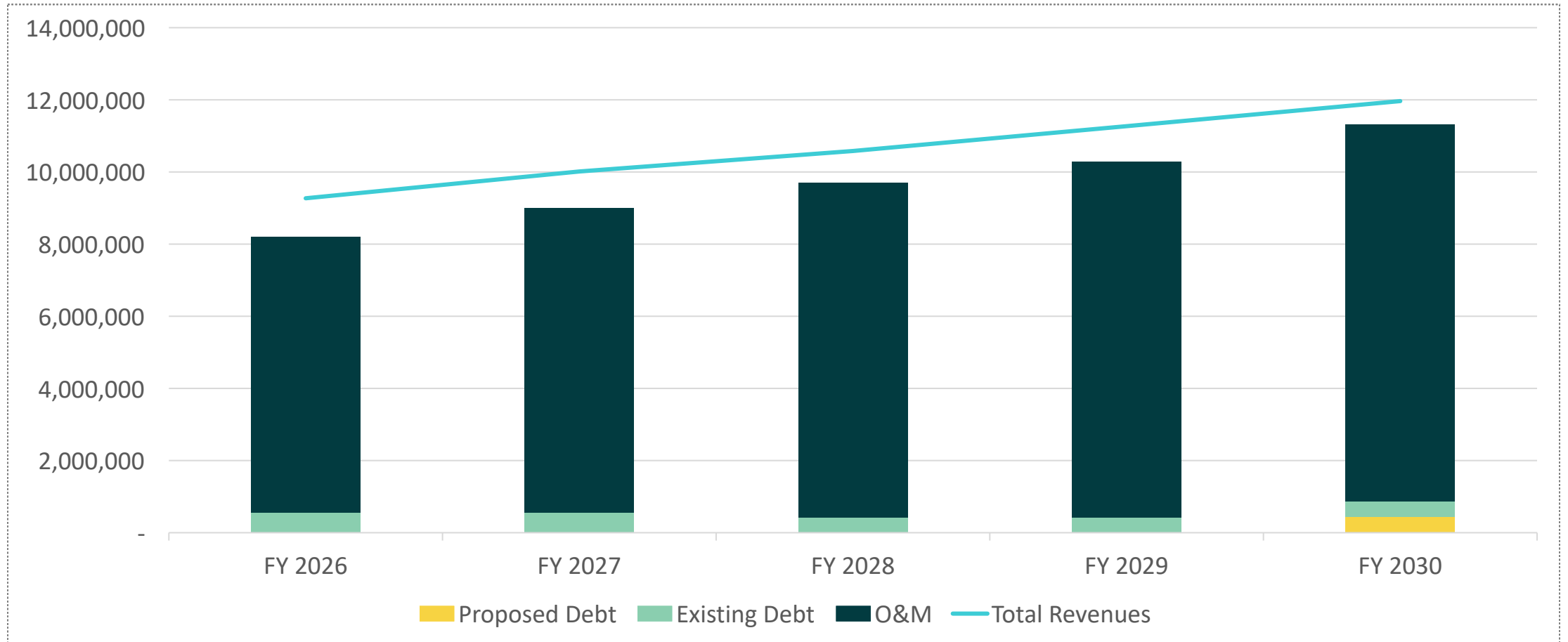


Financial Plan

(with increases)



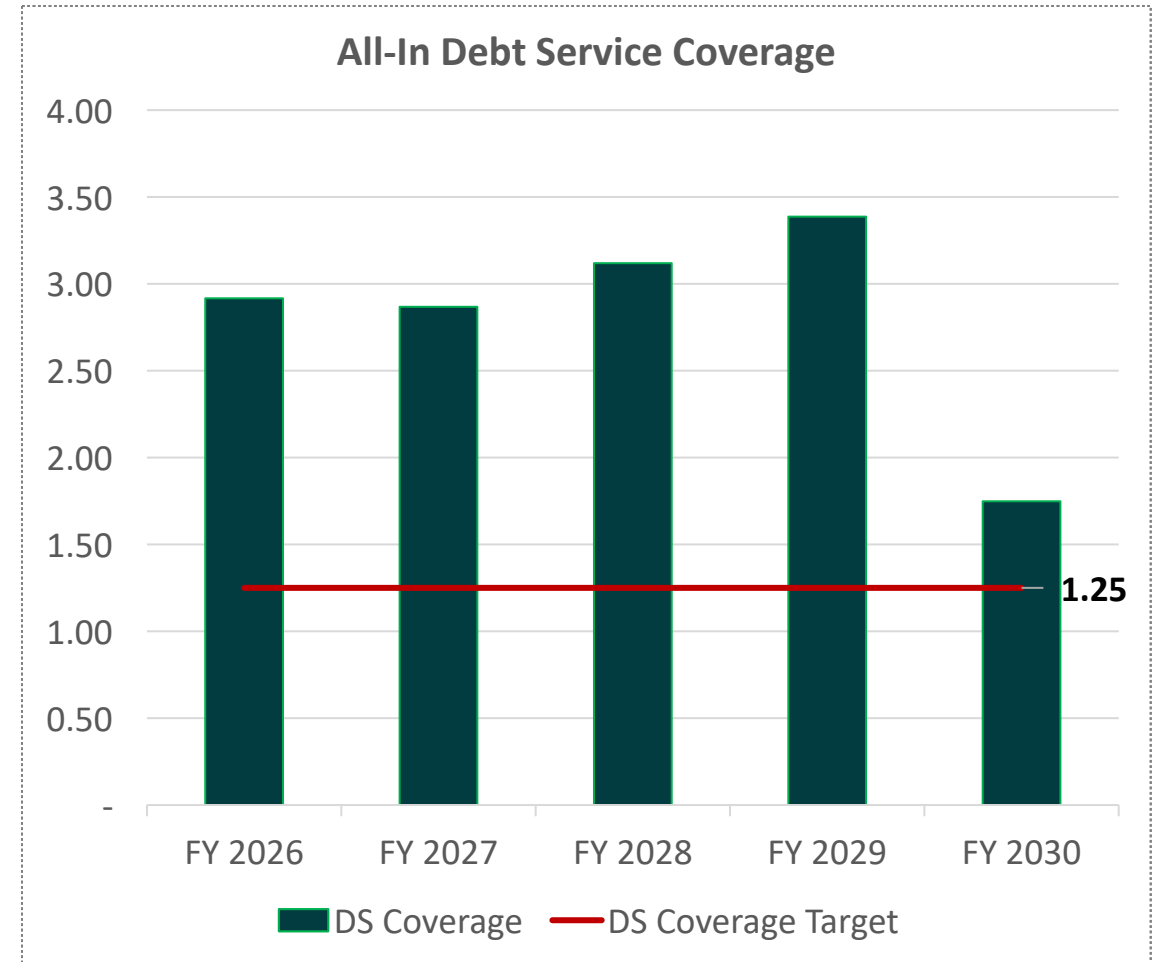
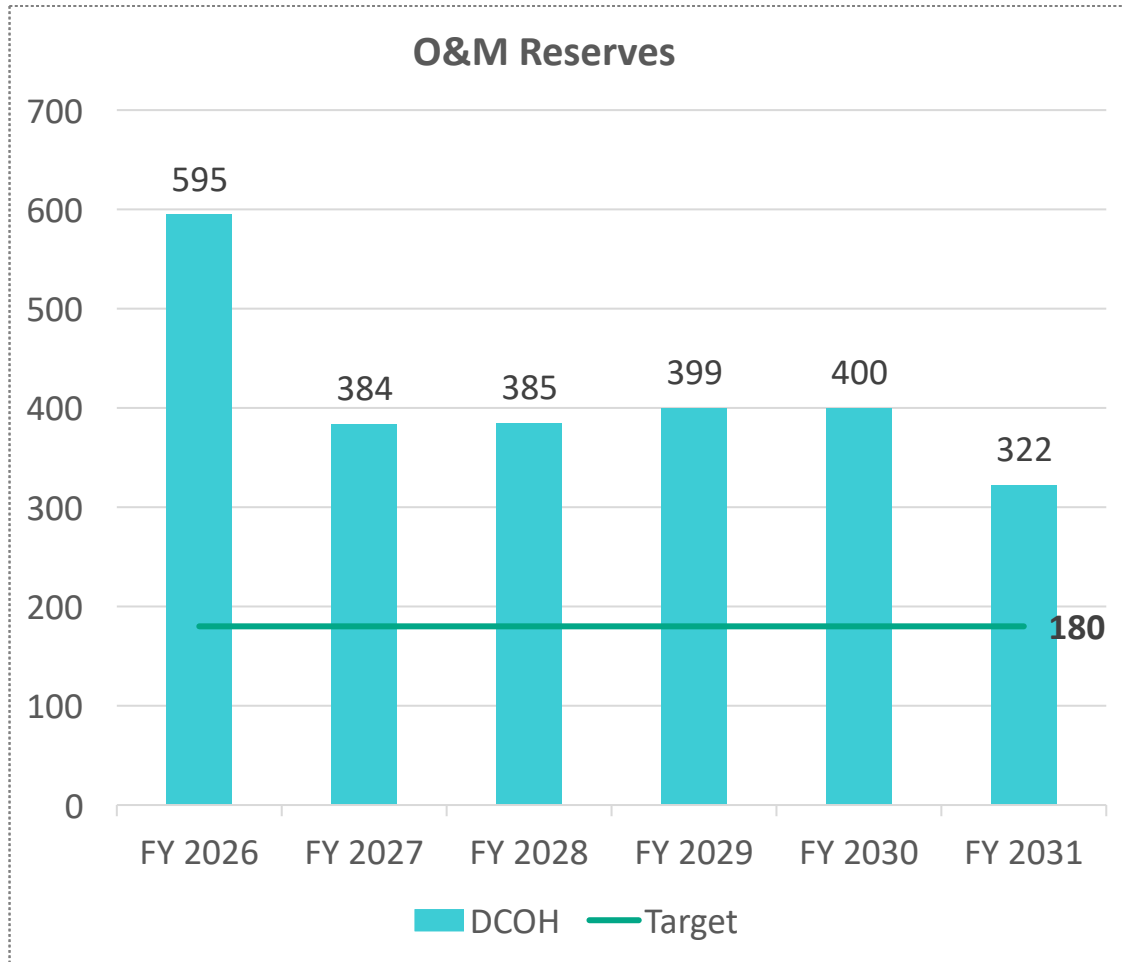
Financial Plan (with rate increases)



Rate Increases: 6% in FY2026 (Beginning Feb.); 6% annually through FY2030

Financial Metrics

(with rate increases)



Rate Structure Options & Bill Comparisons



Rate Structure Options

Category	Option 1: Status Quo	Option 2: New Structure (Recommended)
RES Water (# Tiers)	6	5
COM Water (# Tiers)	7	1 (industry standard)
Water Meter / Volume Charge	Meter charge varies by customer class and inside/outside designation Volume charge varies by customer class and inside/outside designation	Meter charge is escalated based on AWWA Meter Capacity Ratio Chart (industry standard); 1.50x multiplier (RES outside) Based on customer class; 1.50x (RES outside)
Sewer Meter / Flow Charge	Meter charge varies by size Volume charge on Tier 1 (2-Max)	Meter charge is escalated based on AWWA Meter Capacity Ratio Chart (industry standard) Volume charge on new Tier 1 (0-Max)

Residential Water Rate Options

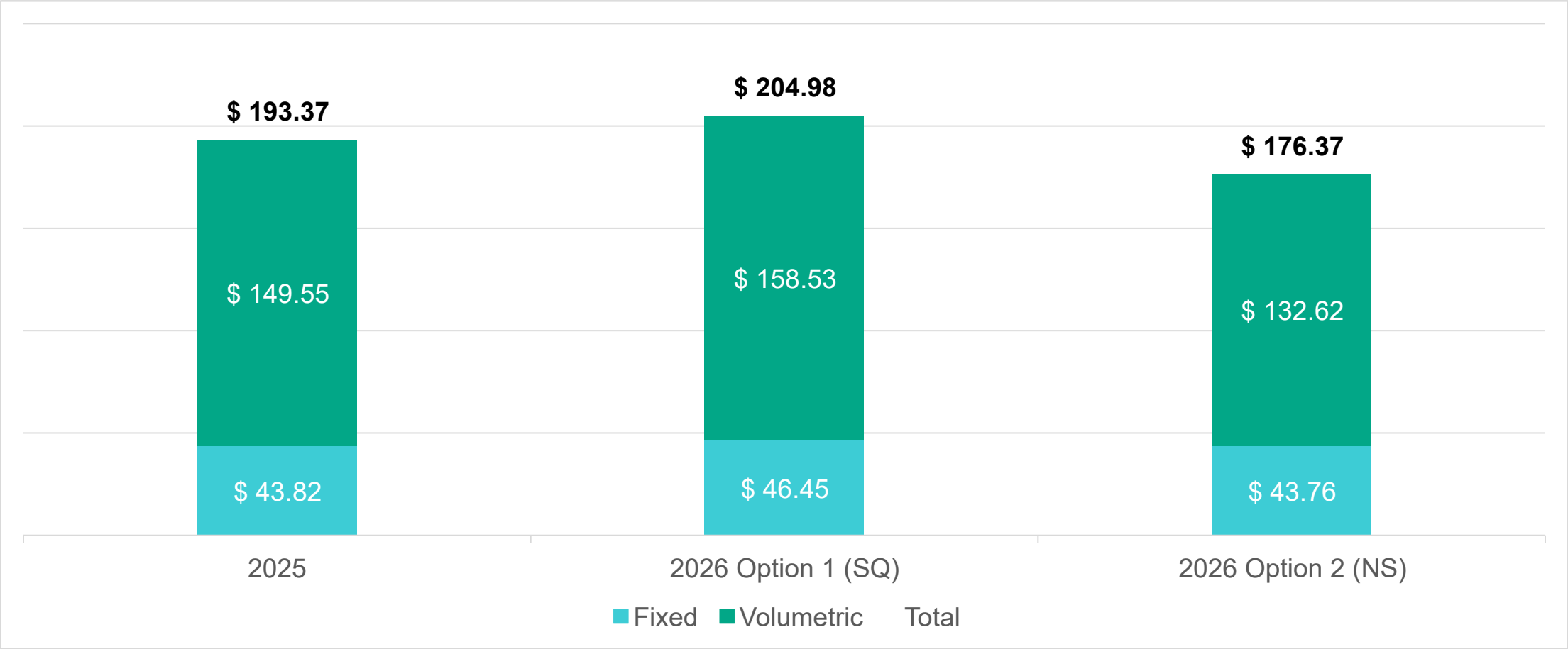
(Inside-City)

Option 1: Status Quo		
Meter Size	FY2025	FY2026
5/8" and 3/4"	\$27.52	\$29.17
1"	43.82	46.45
1.5"	50.00	53.00
2"	102.24	108.37
Tiers	FY2025	FY2026
0-2 kgal	\$0	\$0
2-5	8.06	8.54
5-10	8.57	9.08
10-30	8.97	9.51
30-50	9.38	9.94
50-Max	10.07	10.67

Option 2: New Structure (Recommended)	
Meter Size	FY2026
5/8" and 3/4"	\$29.17
1"	43.76
1.5"	72.93
2"	145.86
3"	466.74
Tiers	FY2026
0-10 kgal	\$5.96
10-25	7.94
25-50	9.93
50-75	11.91
75-Max	15.88

Monthly Bill Comparison (Water)

Residential (Inside) 1” Meter @ 19.2 KGAL



Residential Water (Inside)

Rate Design: Estimated Fixed & Volumetric Revenue

Meter Size Tiers	Revenue
5/8" and 3/4"	\$361,431
1"	882,400
1.5"	6,272
2"	52,508
3"	5,601
Meter Charge Subtotal	\$1,308,212
0-10	1,431,502
10-25	1,392,813
25-50	1,354,123
50-75	619,028
75-Max	722,199
Volumetric Charge Subtotal	\$5,519,665
Grand Total	\$6,827,877

Residential Water Rate Options

(Outside-City)

Option 1: Status Quo		
Meter Size	FY2025	FY2026
5/8" and 3/4"	\$41.28	\$43.76
1"	65.75	69.70
Tiers	FY2025	FY2026
1	\$0	\$0
2	13.22	14.01
3	14.06	14.90
4	14.72	15.60
5	15.38	16.30
6	16.52	17.51

Option 2: New Structure (Recommended)	
Meter Size	FY2026
5/8" and 3/4"	\$43.76
1"	65.64
Tiers	FY2026
0-10 kgal	\$8.93
10-25	11.91
25-50	14.89
50-75	17.87
75-Max	23.82

- Based on 1.50x multiplier applied to inside city rates

Monthly Bill Comparison (Water)

Residential (Outside) 3/4” Meter @ 7.3 KGAL



Residential Water (Outside)

Rate Design: Estimated Fixed & Volumetric Revenue

Meter Size Tiers	Revenue
5/8" and 3/4"	\$43,074
1"	12,989.17
Meter Charge Subtotal	\$56,063
0-10	\$58,641
10-25	18,208
25-50	6,694
50-75	1,607
75-Max	8,569
Volumetric Charge Subtotal	\$93,719
Grand Total	\$149,782

Commercial Water Rate Options

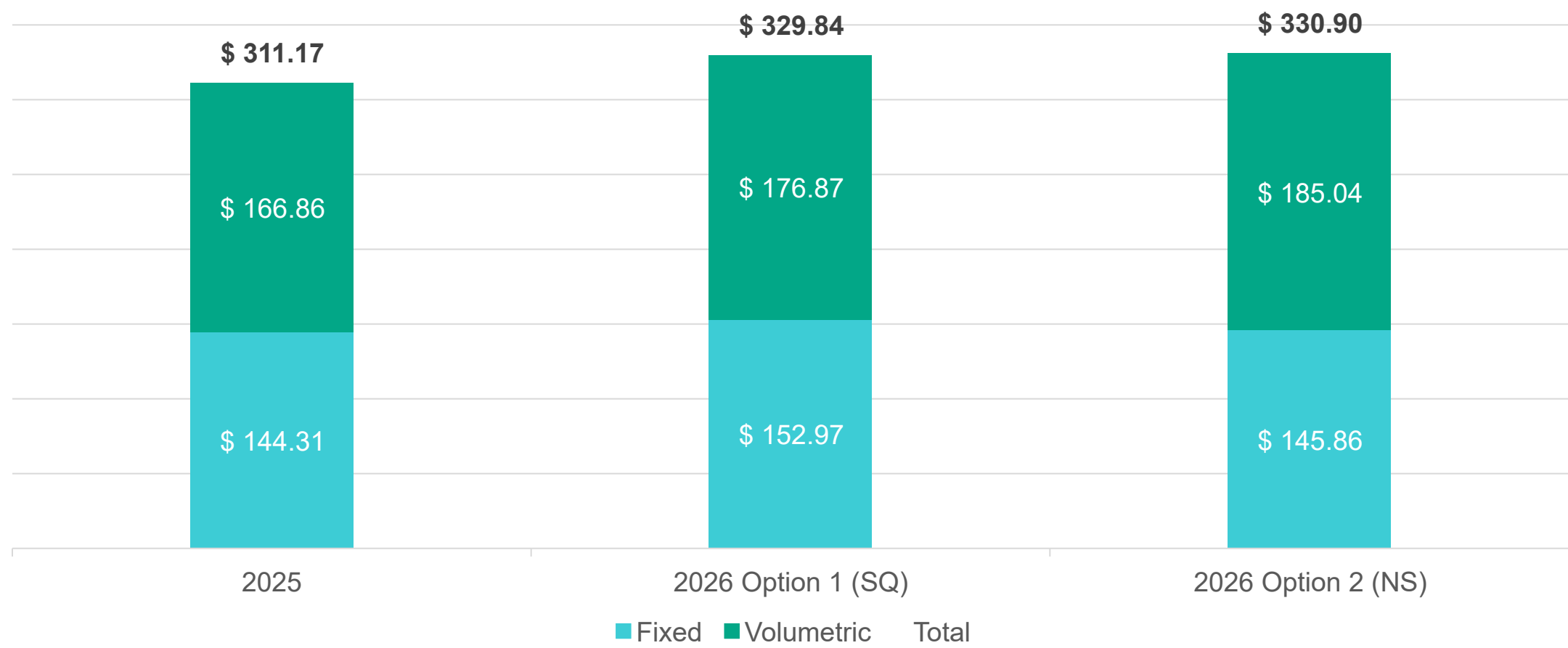
(Inside-City)

Option 1: Status Quo		
Meter Size	FY2025	FY2026
5/8" and 3/4"	\$28.88	\$30.61
1"	46.66	49.46
1.5"	68.16	72.25
2"	144.31	152.97
3"	228.95	242.69
4"	426.68	452.28
6"	629.03	666.77
8"	1,264.99	1,340.89
Tiers	FY2025	FY2026
0-2 kgal	\$0	\$0
2-5	8.79	9.32
5-10	9.34	9.90
10-30	9.77	10.36
30-50	10.20	10.81
50-100	10.39	11.01
100-Max	10.70	11.34

Option 2: New Structure (Recommended)	
Meter Size	FY2026
5/8" and 3/4"	\$29.17
1"	43.76
1.5"	72.93
2"	145.86
3"	466.74
4"	729.28
6"	1,458.56
8"	2,333.70
Tiers	FY2026
Uniform	\$9.44

Monthly Bill Comparison (Water)

Commercial (Inside) 2” Meter @ 19.6 KGAL



Commercial Water Rate Options

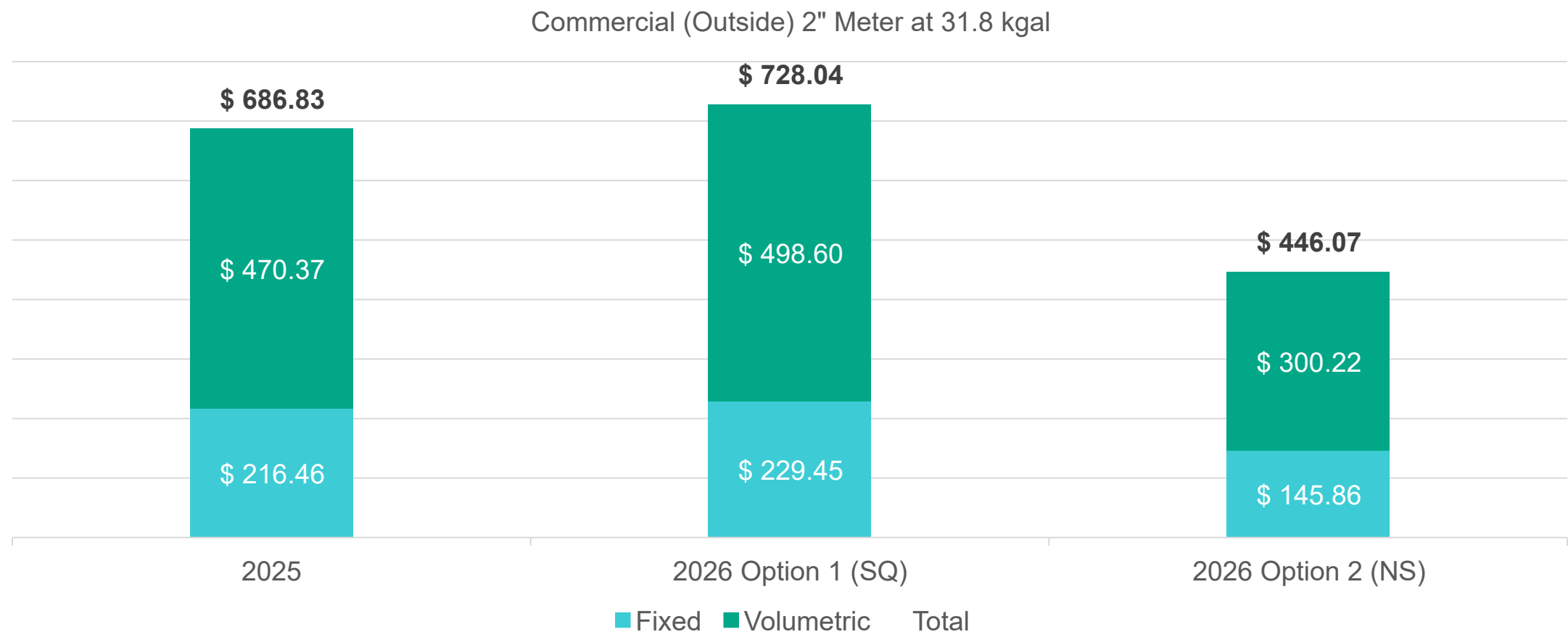
(Outside-City)

Option 1: Status Quo			Option 2: New Structure (Recommended)	
Meter Size	FY2025	FY2026	Meter Size	FY2026
5/8" and 3/4"	\$43.33	\$45.93	5/8" and 3/4"	\$29.17
1"	69.99	74.19	1"	43.76
1.5"	102.25	108.39	1.5"	72.93
2"	216.46	229.45	2"	145.86
3"	343.42	364.03	3"	466.74
4"	640.01	678.41	4"	729.28
6"	943.54	1,000.15	6"	1,458.56
8"	1,897.49	2,011.34	8"	2,333.70
Tiers	FY2025	FY2026	Tiers	FY2026
0-2 kgal	\$0	\$0	Uniform	\$9.44
2-5	14.42	15.29		
5-10	15.32	16.24		
10-30	16.02	16.98		
30-50	16.73	17.73		
50-100	17.04	18.06		
100-Max	17.55	18.60		

- Same as commercial inside due to a low number of bills / accounts

Monthly Bill Comparison (Water)

Commercial (Outside) 2" Meter @ 31.8 KGAL



Commercial Water (Inside/Outside)

Estimated Fixed & Volumetric Revenue

Meter Size Tiers	Revenue
5/8" and 3/4"	\$9,656
1"	18,597
1.5"	1,750
2"	78,616
3"	56,475
4"	17,503
Meter Charge Subtotal	\$182,597
0-Max	296,318
Volumetric Charge Subtotal	\$296,318
Grand Total	\$478,915

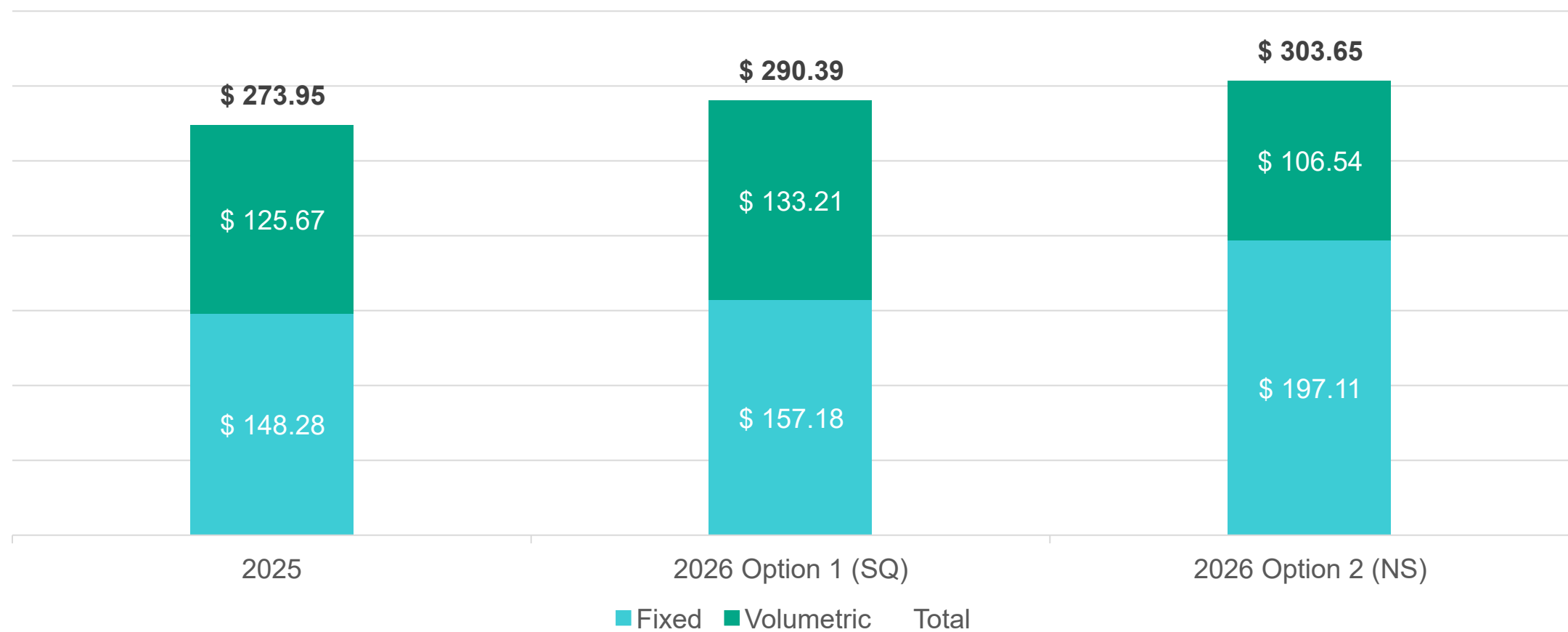
Commercial Sewer Rate Options

Option 1: Status Quo		
Meter Size	FY2025	FY2026
5/8" and 3/4"	\$37.19	\$39.42
1"	49.24	52.19
2"	148.28	157.18
Tiers	FY2025	FY2026
0-2 kgal	\$0	\$0
2-Max	7.06	7.41

Option 2: New Structure (Recommended)	
Meter Size	FY2026
1"	\$59.13
2"	197.11
Tiers	FY2026
Uniform	\$5.38

Monthly Bill Comparison (Sewer)

Commercial 2" Meter @ 19.8 KGAL



Commercial Sewer

Estimated Fixed & Volumetric Revenue

Meter Size Tiers	Revenue
1"	\$7,923
2"	45,926
Meter Charge Subtotal	\$53,850
0-Max	38,079
Volumetric Charge Subtotal	\$38,079
Grand Total	\$91,929

Q&A



Thank you!

Contact: Angie Flores
512 790 2108/ aflores@raftelis.com

Contact: Christopher Williams
512 598 1041/ cwilliams@raftelis.com



Raftelis is a Registered Municipal Advisor within the meaning as defined in Section 15B (e) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (Municipal Advisor Rule).

However, except in circumstances where Raftelis expressly agrees otherwise in writing, Raftelis is not acting as a Municipal Advisor, and the opinions or views contained herein are not intended to be, and do not constitute “advice” within the meaning of the Municipal Advisor Rule.



City of Lucas City Council Agenda Request December 18, 2025

Requester: John Whitsell, City Manager

Agenda Item Request:

Consider and provide direction to staff regarding a proposed Interlocal Agreement (ILA) with the City of Parker for the rehabilitation of Lewis Lane.

Background Information:

The City of Parker has proposed an Interlocal Agreement (ILA) to cooperatively rehabilitate Lewis Lane. The proposed ILA is intended as a preliminary framework for discussion and does not currently address a boundary agreement, project costs, or the allocation of financial responsibility between the two cities.

Staff has included the following materials in the agenda packet to provide context for Council's consideration:

- The proposed ILA received from the City of Parker
- The 1998 Boundary Agreement between the cities
- A draft ILA prepared by City of Lucas staff, previously submitted to the City of Parker, based on meetings with Parker staff and elected officials
- A roadway responsibility and annexation map prepared by Courtney Morris, identifying maintenance responsibility by annexation area

The draft ILA prepared by City of Lucas underwent several minor revisions; however, the version included in the packet represents the baseline framework for potential negotiations.

Staff is seeking Council direction regarding whether to continue negotiations, proposed priorities or conditions (including boundary considerations), and the general approach to cost participation for the Lewis Lane project.

Attachments/Supporting Documentation:

1. Lewis Lane ILA 11.4.2025
2. 1998-04-00372 ETJ Boundary w Parker
3. LUCAS PARKER ILA WLR Lewis Lane
4. Lucas Parker Lines of Responsibility Map

Budget/Financial Impact:

Unknown.

Recommendation:

None. This item is for discussion and direction only.

Motion:

N/A

INTERLOCAL AGREEMENT BETWEEN CITY OF LUCAS AND CITY OF PARKER

This **Interlocal Agreement** ("Agreement") is made by and between the **City of Lucas**, Texas ("Lucas"), a Texas home-rule municipality and governmental entity, and the **City of Parker**, Texas, a Texas type A general law municipality and a governmental entity, ("Parker"), with each Party acting by and through their duly authorized agents. Collectively, Lucas and Parker may be referred to as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, the Texas Government Code Chapter 791 authorizes cities to enter into interlocal agreements with other local governmental entities to perform governmental functions and services and administrative services; and

WHEREAS, on November 4, 1974, the Lucas City Council adopted Ordinance Number 9742 [New Ordinance Number 1974-11-00038], attached hereto as **Exhibit A** and on October 15, 1974, the Parker City Council adopted Ordinance Number 176, attached hereto as **Exhibit B** establishing a common extraterritorial jurisdiction boundary line ("ETJ Line") between the cities of Lucas and Parker; and

WHEREAS, after development activity occurred in the area of the ETJ Line, on April 21, 1998, the Lucas City Council adopted Ordinance Number 98-14-01 [New Ordinance Number 1998-04-00372], attached hereto as **Exhibit C**, and on March 17, 1998, the Parker City Council adopted Ordinance Number 433, attached hereto as **Exhibit D**, amending certain provisions of Ordinance 9742, but maintaining the common ETJ Line established in Ordinance 9742 and designating each Parties responsibilities with regard to maintenance of Lewis Lane; and

WHEREAS, since 1998 the City of Lucas ("Lucas") and the City of Parker ("Parker") have annexed additional territories into their respective territorial jurisdictions that make management, maintenance and repair of Lewis Lane more complicated, expensive, and less efficient and effective; and

WHEREAS, the Parties agree that Lewis Lane needs a rebuild and that it will benefit each Party to coordinate in the repair of Lewis Lane such that the rebuild is done as a single project; and

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions, and provisions of this Agreement are in support of and further the public health, safety, welfare, and convenience of the citizens of each of the Parties and are in the public interest;

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

I. Purpose

Subject to the terms and conditions of this Agreement, Lucas and Parker agree to certain operations, maintenance and repair responsibilities with respect to Lewis Lane.

II. Responsibilities

The Parties agree that through boundary agreements and subsequent annexations, the responsibility for Lewis Lane is as follows:

- A. From Lucas Road south to the extent of the Original Town of Lucas, Lucas is responsible for maintenance of Lewis Lane.
- B. From the southern edge of Original Town of Lucas, Parker is responsible for maintenance of Lewis Lane south until the first westerly curve.
- C. From the first westerly curve (as if progressing south from Lucas Road) to the curve to the south, Lucas is responsible for the maintenance of Lewis Lane.
- D. From the first curve back to the south (as if progressing south from Lucas Road) to the northern boundary of the Umphy Tract, Parker is responsible for the maintenance of Lewis Lane.
- E. From the northern boundary of the Umphy Tract to Shepherds Creek, Lucas is responsible for the maintenance of Lewis Lane.
- F. From Shepherds Creek south to Parker Road, Parker is responsible for the maintenance of the southbound lane, and Lucas is responsible for the maintenance of the northbound lane.

III. Coordinated Repair/Rebuild of Lewis Lane

The Parties understand, acknowledge, and agree that a rebuild of Lewis Lane (the “Project”) requires certain steps for completion, including, but not limited to, bidding, construction, and payment, and the same shall be in accordance with the following:

- A. The Parties agree that the City of Parker will contract with a road construction company (“Contractor”) for the repair of all of Lewis Lane, save and except for the portion of Lewis Lane adjacent to Kings Crossing 3. The Parties understand and agree that Parker will procure and award a contract for the Project to the contractor selected in compliance with Texas law. Parker shall be responsible for directly making payments to the Contractor pursuant to its contract with the Contractor.
- B. Lucas will reimburse Parker in the amount of _____ for the cost incurred with the Contractor for the repair of Lewis Lane. Such reimbursement will be made in _____ payments of not less than _____ on or before the ____ day of _____ each _____.
- C. The Parties intend that Parker shall have control of the Contractor’s work and the manner in which it is performed. Neither Parker, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Lucas.

IV. Specifications for Lewis Lane

The Parties agree that with respect to the entire length of the improved roadway of Lewis Lane:

1. The load rating shall be 26,000lbs GVWR.
2. The speed limit shall be 40mph for the entire length of the roadway.

V. Term

This Agreement will become effective on the date last signed (“Effective Date”) and will remain in effect in perpetuity.

VI. General Terms and Conditions

A. Additional Provisions. The Parties agree:

1. To submit to each other for review and comment any zoning requests, preliminary plat applications, final plat applications, planned developments, developer agreements, or any engineering plans, schematics, drawings, or other documents at the thirty percent (30%) completion phase, sixty percent (60%) completion phase and ninety percent (90%) completion phase on any property adjacent to any portion of West Lucas Road and Lewis Lane. Engineering plans for subdivision by developer will be submitted for review simultaneously to both cities.
2. To submit to each other for review and comment their thoroughfare plans in the area between West Lucas Road and Parker Road east of Angel Parkway/Dillahey Drive, to determine the need for major thoroughfares in the area and to consider amendment of their thoroughfare plans as needed in order that both Cities plans are consistent in the area.
3. That any future water and/or sanitary sewer facilities installed in the Lewis Lane right-of-way will be installed with consideration for future drainage improvements, and that all existing drainage and/or sanitary sewer facilities are preserved and protected in future development plans.
4. That sewer lines for the City of Lucas adjacent to Lewis Lane will be on the east side of Lewis Lane. Likewise, sewer lines for the City of Parker adjacent to Lewis Lane will be on the west side of Lewis Lane.
5. That the Parties will require any developer connecting to Lewis Lane to make any road repair necessitated by the developer’s connection or construction. Such repair must be made with like materials to the existing road prior to the developer’s connection to Lewis Lane.

- B. **Right of Way Dedication.** For purposes of maintenance and repair, the Parties hereby agree that all right-of-way dedications made for Lewis Lane shall be considered public right-of-way, regardless of the dedication language in the dedication document. For clarity, this Agreement does not affect other easements or other dedications not addressed herein.
- C. **Future Annexations.** It is the intent of the Parties that all future annexations that are adjacent to Lewis Lane shall be subject to this Agreement, regardless of reference to this Agreement.
- D. **Modification.** This Agreement may be revised or modified only by mutual agreement and written amendment signed by both Parties.
- E. **Assignment.** Neither Party hereto may assign this Agreement without the prior written approval of the non-assigning party. Any Assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
- F. **Independent Contractor.** Neither Party, its Council, Board, agents, employees, officers, subcontractors are officers, agents, or employees of the other Party. Each Party shall be solely liable for its own debt, obligations, acts, omissions, including the payment of all liabilities, and insurance premiums.
- G. **Liability.** Each Party agrees that its employees, agents, representatives, officers, directors, and volunteers are not employees, agents, representative or volunteers of the other Party, and further assumes full and exclusive responsibility and liability for the negligent acts and omissions or other tortious conduct in the course of performance of this Agreement by its employees, agents, representatives, officers, directors, and volunteers. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- H. **Sovereign Immunity.** This Agreement is expressly made subject to the Parties' sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable state and federal law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that either Party has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
- I. **Force Majeure.** Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. Either Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- J. **Termination.** This Agreement may be terminated by mutual written consent of the Parties.

- K. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of Texas. In the event that a dispute arises in relation to this Agreement, all Parties, agree to submit to the jurisdiction in courts of Collin County, Texas.
- L. **Signatory Warranty.** The person or persons signing and executing this Agreement on behalf of the Parties, or representing themselves as signing and executing this Agreement on behalf of the Parties, do hereby warrant and guarantee that he, she or they have been duly authorized by the Parties to execute this Agreement on behalf of the Parties and to validly and legally bind the Parties to all terms, conditions and provisions herein set forth.
- M. **Contra Proferentem.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement, and such Party shall not be responsible for the language used.

CITY OF LUCAS

CITY OF PARKER

By: _____
John Whitsell, City Manager

By: _____
Lee Pettie, Mayor

Date: _____

Date: _____

ORDINANCE NO. 98-04-01New Ordinance #
1998-04-00372

AN ORDINANCE OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 9742, REPEALING ORDINANCE NO. 98-01-05, AND ESTABLISHING A REVISED COMMON EXTRA-TERRITORIAL JURISDICTION BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER NORTH OF PARKER ROAD, AND PROVIDING FOR CONFLICTS, SEVERABILITY, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, on November 11, 1974, the Lucas City Council adopted Ordinance No. 9742 which established a common extraterritorial jurisdiction boundary line ("the ETJ Line") between the cities of Parker and Lucas;

WHEREAS, in the last few months, development activity has occurred in the area of the ETJ Line between W. Lucas Road and Parker Road;

WHEREAS, on January 5, 1998, the Lucas City Council adopted Ordinance No. 98-01-05 that repealed Ordinance No. 9742 and adopted a new ETJ Line;

WHEREAS, the effective date of Ordinance No. 98-01-05 was contingent upon the adoption by the Parker City Council of an ordinance which adopted the same ETJ Line;

WHEREAS, the Parker City Council adopted Parker's Ordinance No. 433 that adopted the same ETJ line from Parker Road to W. Lucas Road, however, Parker's Ordinance No. 433 relates to other issues that required the adoption of this ordinance;

WHEREAS, the cities of Lucas and Parker have determined that the portion of the current ETJ Line that lies between W. Lucas Road and Parker Road is not practical; and

WHEREAS, the cities of Lucas and Parker have negotiated a revised ETJ Line between W. Lucas Road and Parker Road that meets the legitimate interest of both the City of Lucas and the City of Parker.

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

SECTION 1. REPEAL OF ORDINANCE NO. 98-01-05.

The City of Lucas hereby repeals Lucas' Ordinance No. 98-01-05 in its entirety.

ORIGINAL

SECTION 2. AMENDMENT OF ORDINANCE NO. 9742.

The City of Lucas hereby amends Ordinance No. 9742 adopted by the Lucas City Council on November 11, 1974, and filed in Volume 978 at page 106 of the Real Property Records of Collin County, Texas, as follows:

Pursuant to Chapters 42 and 43 of the Local Government Code and in consideration of the adoption of the same revised ETJ Line by the Parker City Council, the Lucas City Council hereby adopts a revised ETJ Line described in Exhibits "A" and "B" attached hereto and included herein by reference as an amendment to that portion of the ETJ Line as a municipal boundary of the cities of Lucas and Parker or their respective ETJs.

SECTION 3. CONFLICTS.

All ordinances and provisions of the City of Lucas, Texas that are in conflict with this Ordinance shall be, and the same are, hereby repealed, and all ordinances and provisions of ordinances of said City not so repealed are hereby retained in full force and effect.

SECTION 4. SEVERABILITY.

It is the intent of the City Council that if any paragraph, sentence, subdivision, clause, phrase, or section of this Ordinance be deemed severable and, should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Ordinance left standing, nor the validity of any ordinances of the City of Lucas.

SECTION 5. RECORDING.

This ordinance shall be recorded in the real estate records of Collin County, Texas.

SECTION 6. EFFECTIVE DATE.

This Ordinance will be effective upon its adoption.

SECTION 7. DRAINAGE PROVISIONS.**A. General Items:**

- 1) The Cities of Parker and Lucas agree to submit to each other for review and comment any zoning request, preliminary plat, or final plat on any property adjacent to any portion of the total Parker/Lucas boundary line.
- 2) The Cities of Parker and Lucas agree to submit to each other for review and comment their thoroughfare plans in the area between Parker Road and W. Lucas Road, east of F.M. 2551, to determine the need for major thoroughfares in the area, and to consider amendment of their thoroughfare plans as needed, in order that both Cities' plans are consistent in the area.
- 3) The Cities of Parker and Lucas agree to require all future developments that receive drainage from, or discharge drainage to, either City to coordinate drainage improvements with both Cities.
- 4) The Cities of Parker and Lucas agree that any future water and/or sanitary sewer facilities installed in Lewis Lane will be installed with consideration for future drainage improvements.

B. Drainage Improvements in Poco Estados / Kirkland Estates Area:

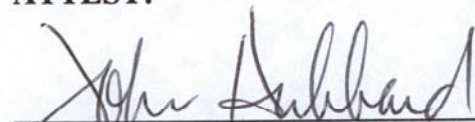
- 1) The Cities of Parker and Lucas agree that improvement of drainage in the Poco Estados / Kirkland Estates area is of paramount importance. Both Cities agree that drainage in the area should be developed in general accordance with the report and plans prepared by O'Brien Engineering (the "O'Brien Plans" circa. 1990/1991), subject to (a) a timely engineering review of said reports and plans, and (b) any modifications to said plans made necessary by the timely engineering review. The plans for these items are attached, and include the following:
 - * Attachment No. 1:
(1 page), "Drainage Requirements (partial) Poco Estados and Kirkland Estates," January 25, 1991.
 - * Attachment No. 2:
(12 pages), "Construction Plans for Drainage Improvements in Kirkland Estates and Poco Estados Subdivisions," April, 1991.
 - * Attachment No. 3:
(2 pages), Construction plans of "Parker Road Drainage Improvements," November, 1990.

- 2) The Cities of Parker and Lucas acknowledge the need for the remaining work to be done in accordance with the previously proposed O'Brien drainage improvements (subject to any necessary modifications as noted in #1 above), and agree to make positive effort toward construction of the drainage facilities in each City. These improvement items consist of the following:
- a) Construction of a 20 foot wide ditch from Lewis Lane to Turner Branch (see Attachment No. 1 for location, and Attachment No. 2, Turner cut-off channel, page 7 of 8, and page 8 of 8 of plans).
 - b) Construction of a ditch along the north side of Parker Road from Lewis Lane to Turner Branch (see Attachment No. 1 for location, and Attachment No. 3, pages 1 of 2, and 2 of 2 of plans).
 - c) Construction of a 20 foot wide ditch along the east side of Lewis Lane from north of Estados Drive to Parker Road (see Attachment No. 1 for location, and Attachment No. 2, pages 6 of 8, and 8 of 8 of plans).

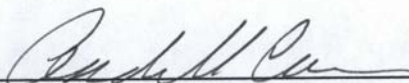
ADOPTED by the City Council of the City of Lucas, Collin County, Texas, this 21st day of April, 1998.



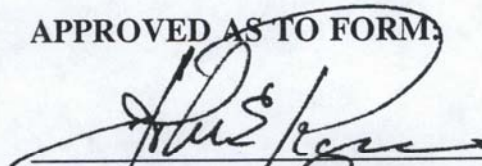
ATTEST:


 John Hubbard, City Secretary

APPROVED:

by: 
 Andrea Calve, Mayor

APPROVED AS TO FORM:


 John E. Rapier, City Attorney

4190 0054

Exhibit "A"

Revised common extraterritorial jurisdiction line between the City of Lucas and the City of Parker, Collin County, Texas:

Beginning at the southwest corner of the Kirkland Estates West, a subdivision to the City of Lucas, Collin County, Texas; said point being in the north right-of-way of Parker Road, and the east right-of-way of Lewis Lane, said point also being the same point as called in the original agreement recorded in Volume 1610, Page 337, Deed Records Collin County, Texas (D.R.C.C.T.) which shall be considered as an integral part of this agreement line to this point.

Thence northerly along the east right-of-way of Lewis Lane, as it may exist by future dedications, or as it presently exists along the following described courses: North 09 degrees, 01 minute, 30 seconds west, 797.03 feet, north 05 degrees, 21 minutes, 04 seconds east, 570.00 feet, and north 01 degree, 48 minutes, 09 seconds west, 457.00 feet to a point for corner;

Thence continuing northerly along the said east right-of-way line, as it presently or may exist by additional dedications to a point in the south property line of 50.5 acre tract of land, as conveyed to Barrett B. Newman, as recorded in Volume 3246, Page 783, D.R.C.C.T., being a point in the south line of the Ann S. Hurt Survey, Abstract No. 428;

Thence easterly along the south line of the aforementioned Newman tract, to the south east corner thereof, being the common corner of Lonesome Dove Estates, an addition to the City of Lucas, as recorded in Volume 03943, Page 02481, 02485 M.R.C.C.T.;
and Instrument 98-0063682

Thence northerly along the east line of said Newman tract, and the common line of Lonesome Dove Estates, to the north east corner of said Newman tract, an ell corner of said Lonesome Dove Estates;

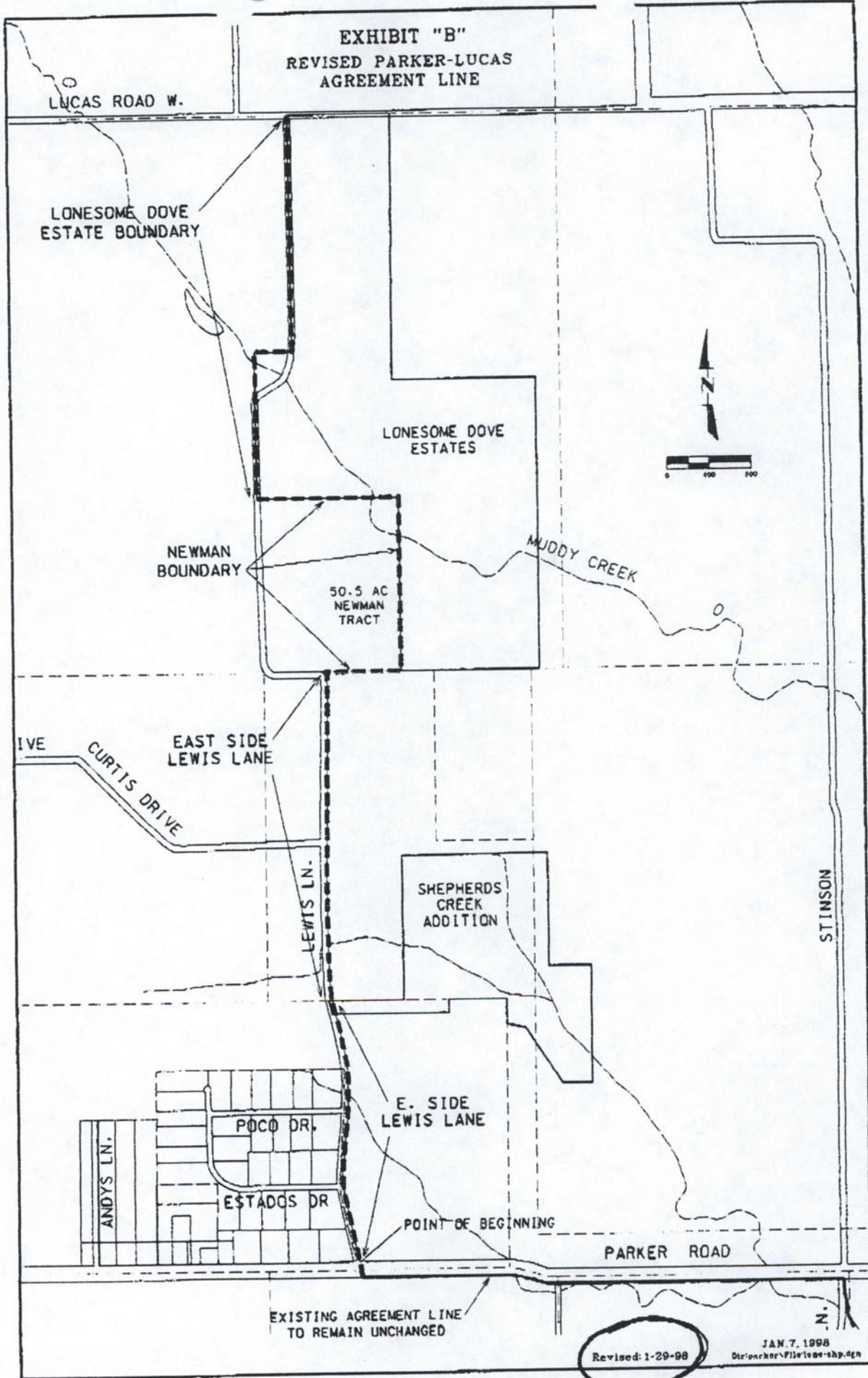
4190 0056

Thence westerly along the north line of the aforementioned Newman tract, and the common line of said Lonesome Dove Estates to the north west corner of said Newman tract;

Thence northerly along the most westerly west line of said Lonesome Dove Estates to the most southerly northwest corner thereof;

Thence easterly along the boundary line of Lonesome Dove Estates to an ell corner in the west right-of-way of Lewis Lane;

Thence northerly along the west right-of-way of Lewis Lane as shown on the Lonesome Dove Estates, or as it may exist by future roadway dedications for Lewis Lane, to a point at the south right-of-way line of west Lucas Road, and the west right-of-way line of Lewis Lane.



INTERLOCAL AGREEMENT BETWEEN CITY OF LUCAS AND CITY OF PARKER

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("Lucas"), a Texas home-rule municipality and governmental entity, and the City of Parker, Texas, a Texas type A general law municipality and a governmental entity, ("Parker"), with each Party acting by and through their duly authorized agents. Collectively, Lucas and Parker may be referred to as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, the Texas Government Code Chapter 791 authorizes cities to enter into interlocal agreements with other local governmental entities to perform governmental functions and services and administrative services; and

WHEREAS, this Agreement is made to authorize the Parties to provide governmental functions regarding streets and roads; and

WHEREAS, on November 4, 1974, the Lucas City Council adopted Ordinance Number 9742 [New Ordinance Number 1974-11-00038], attached hereto as **Exhibit A** and on October 15, 1974, the Parker City Council adopted Ordinance Number 176, attached hereto as **Exhibit B** establishing a common extraterritorial jurisdiction boundary line ("ETJ Line") between the cities of Lucas and Parker; and

WHEREAS, after development activity occurred in the area of the ETJ Line, on April 21, 1998, the Lucas City Council adopted Ordinance Number 98-14-01 [New Ordinance Number 1998-04-00372], attached hereto as **Exhibit C**, and on March 17, 1998, the Parker City Council adopted Ordinance Number 433, attached hereto as **Exhibit D**, amending certain provisions of Ordinance 9742, but maintaining the common ETJ Line established in Ordinance 9742 and designating each Parties responsibilities with regard to maintenance of West Lucas Road and Lewis Lane; and

WHEREAS, since 1998 the City of Lucas ("Lucas") and the City of Parker ("Parker") have annexed additional territories into their respective territorial jurisdictions that make management, maintenance and repair of West Lucas Road and Lewis Lane more complicated, expensive, and less efficient and effective; and

WHEREAS, Lucas and Parker have determined that it is in the best interest of the Parties to mutually agree to certain maintenance responsibilities for West Lucas Road and Lewis Lane to reduce the cost and increase the effectiveness and efficiency of maintenance and repair of these right-of-ways.

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

I. Purpose

Subject to the terms and conditions of this Agreement, Lucas and Parker agree to certain operation, maintenance and repair responsibilities with respect to Lewis Lane and a portion of West Lucas Road.

II. Responsibilities

- A. Roadway Construction, Maintenance, and Repair – West Lucas Road. Lucas shall be responsible for roadway construction, maintenance, and repair for West Lucas Road beginning the intersection of Angel Parkway/Dillehay Drive and continuing east to Lewis Lane.
- B. Roadway Construction, Maintenance and Repair – Lewis Lane. In accordance with the common ETJ boundary between Lucas and Parker described in Ordinance 9742:
 - 1. Lucas shall construct, maintain, and repair Lewis Lane beginning at the intersection of West Lucas Road and continuing south along the west right-of-way line of Lewis Lane, as it may exist by future dedications, or as it presently exists along the described courses in Exhibit “B,” to the northwestern corner of the Newman Tract, as such tract was described in the City of Parker Ordinance No. 616, attached hereto and incorporated herein for all intents and purposes as **Exhibit F** in which the Newman Tract was annexed into the City of Parker.
 - 2. Parker shall construct, maintain, and repair Lewis Lane beginning at the northwestern corner of the Newman Tract, as such tract was described in the City of Parker Ordinance No. 616 in which the Newman Tract was annexed into the City of Parker and continuing south along the east right-of-way line of Lewis Lane, as it may exist by future dedications, or as it presently exists to the intersection of Lewis Lane and Parker Road.
- C. Parker Road. This agreement shall not change or alter the Parties responsibilities regarding Parker Road. For clarity, TxDOT is responsible for all maintenance of Parker Road.

III. Specifications for Lewis Lane

The Parties agree that with respect to the entire length of the improved roadway of Lewis Lane:

- 1. The load rating shall be 26,000lbs GVWR.
- 2. The speed limit shall be 40mph for the entire length of the roadway.

III. Term

This Agreement will become effective on the date last signed (“Effective Date”) and will remain in effect in perpetuity.

IV. General Terms and Conditions

- A. **Additional Provisions.** The Parties agree:

1. To submit to each other for review and comment any zoning requests, preliminary plat applications, final plat applications, planned developments, developer agreements, or any engineering plans, schematics, drawings, or other documents at the thirty percent (30%) completion phase, sixty percent (60%) completion phase and ninety percent (90%) completion phase on any property adjacent to any portion of West Lucas Road and Lewis Lane. Engineering plans for subdivision by developer will be submitted for review simultaneously to both cities.
 2. To submit to each other for review and comment their thoroughfare plans in the area between West Lucas Road and Parker Road east of Angel Parkway/Dillahey Drive, to determine the need for major thoroughfares in the area and to consider amendment of their thoroughfare plans as needed in order that both Cities plans are consistent in the area.
 3. That any future water and/or sanitary sewer facilities installed in the West Lucas Road or Lewis Lane right-of-way will be installed with consideration for future drainage improvements, and that all existing drainage and/or sanitary sewer facilities are preserved and protected in future development plans.
 4. That sewer lines for the City of Lucas adjacent to West Lucas Road will be on the north side of West Lucas Road and those adjacent to Lewis Lane will be on the east side of Lewis Lane. Likewise, sewer lines for the City of Parker adjacent to West Lucas Road will be on the south side of West Lucas Road and those adjacent to Lewis Lane will be on the west side of Lewis Lane.
 5. That the Parties will require any developer connecting to West Lucas Road or Lewis Lane to make any road repair necessitated by the developer's connection or construction. Such repair must be made with like materials to the existing road prior to the developer's connection to the West Lucas Road or Lewis Lane.
- B. **Right of Way Dedication.** For purposes of maintenance and repair, the Parties hereby agree that all right-of-way dedications made for Lewis Lane and West Lucas Road east of Angel Parkway/Dillehay Drive, shall be considered public right-of-way, regardless of the dedication language in the dedication document. For clarity, this Agreement does not affect other easements or other dedications not addresses herein.
- C. **Future Annexations.** It is the intent of the Parties that all future annexations that are adjacent to West Lucas Road east of Angel Parkway/Dillehay Drive or adjacent to Lewis Lane shall be subject to this Agreement, regardless of reference to this Agreement.
- D. **Modification.** This Agreement may be revised or modified only by mutual agreement and written amendment signed by both Parties.
- E. **Assignment.** Neither Party hereto may assign this Agreement without the prior written approval of the non-assigning party. Any Assignment attempted without such prior consent shall be null

and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

- F. **Independent Contractor.** Neither Party, its Council, Board, agents, employees, officers, subcontractors are officers, agents, or employees of the other Party. Each Party shall be solely liable for its own debt, obligations, acts, omissions, including the payment of all liabilities, and insurance premiums.
- G. **Liability.** Each Party agrees that its employees, agents, representatives, officers, directors, and volunteers are not employees, agents, representative or volunteers of the other Party, and further assumes full and exclusive responsibility and liability for the negligent acts and omissions or other tortious conduct in the course of performance of this Agreement by its employees, agents, representatives, officers, directors, and volunteers . Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- H. **Sovereign Immunity.** This Agreement is expressly made subject to the Parties' sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable state and federal law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that either Party has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
- I. **Force Majeure.** Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. Either Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- J. **Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- K. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of Texas. In the event that a dispute arises in relation to this Agreement, all Parties, agree to submit to the jurisdiction in courts of Collin County, Texas.
- L. **Signatory Warranty.** The person or persons signing and executing this Agreement on behalf of the Parties, or representing themselves as signing and executing this Agreement on behalf of the Parties, do hereby warrant and guarantee that he, she or they have been duly authorized by the Parties to execute this Agreement on behalf of the Parties and to validly and legally bind the Parties to all terms, conditions and provisions herein set forth.
- M. **Contra Proferentem.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement, and such Party shall not be responsible for the language used.

CITY OF LUCAS

By: _____
John Whitsell, City Manager

Date: _____

CITY OF PARKER

By: _____
Lee Pettie, Mayor

Date: _____



Lines of Responsibility

These are approximations for illustration purposes only.

LUCAS

PARKER



City of Lucas City Council Agenda Request December 18, 2025

Requester: City Council

Agenda Item Request:

Consider board/commission appointments to serve a two-year term beginning on January 1, 2026, and expiring on December 31, 2027, for the following:

- A. Board of Adjustment (also serving as the Building and Standards Commission)
- B. Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee)
- C. Parks and Open Space Board (also serving as the Lucas Farmers Market Committee)

Background Information:

Pursuant to the Board Appointment Policy established in December 2019, the City accepts board and commission applications each November for consideration of vacant or expiring positions. For the 2025 appointment period, no new applications were submitted.

City Secretary Toshia Kimball contacted all members with terms expiring in 2025 to confirm their interest in reappointment. All members who expressed a desire to continue serving have been noted for Council consideration. Following these confirmations, the City currently has:

One (1) vacancy on the Planning and Zoning Commission

One (1) vacancy on the Parks and Open Space Board

Candidate information will be sent to the City Council separately for consideration.

PLANNING AND ZONING COMMISSION (also serving as the Capital Improvements Advisory Committee)	
Board/Commission Member	Reappointment Consideration for 2-year term

Sean Alwardt – Commissioner	no
John Awezec – Commissioner	yes
Brian Dale – Alternate Commissioner 1	yes
Vacancy: 1	

BOARD OF ADJUSTMENT (also serving as the Building and Standards Commission)	
Board/Commission Member	Reappointment Consideration for 2-year term
Tom Redman, Chair	yes
Brenda Rizos, Vice Chair	yes
Rebecca Orr	yes
Richard Schertz, Alt Member 2	yes
Vacancy: None	

Parks and Open Space Board (Also Serves as Lucas Farmers Market Committee)	
Board/Commission Member	Reappointment Consideration for 2-year term
Bill Esposito – Member	no
Bryan Bellows, Alternate Member 1	yes
Michelle Miller, Alternate Member 2	yes
Vacancy: 1	

Attachments/Supporting Documentation:

1. Board Appointment Policy

Budget/Financial Impact:

NA

Recommendation:

To be determined by City Council discussion.

Motion:

Motion will be determined by City Council discussion.



City of Lucas

BOARD APPOINTMENT POLICY

PURPOSE

The purpose of the Board Appointment Policy is to provide procedures and standards for the appointment process by the City Council, and guidelines for citizens being appointed to a City of Lucas board or commission.

APPLICATION PROCESS

The City of Lucas will advertise in the Lucas Leader and on the City website during the months of September and October each year for the recruitment of new board members.

A Meet and Greet reception will be held on the 4th Thursday in October at 6:30 pm at City Hall for citizens interested in serving on a board as well as existing board members. The reception will provide an opportunity for each City Council liaison to provide information on the board/commission they represent.

Board applications will be accepted through November 1st each year.

New board member applications will be submitted to the City Council for review at the first meeting in November, and the City Council will determine which prospective applicants they would like to interview.

Interviews with the City Council may take place at the second meeting in November.

Prospective applicants of the Board of Adjustment and Planning and Zoning Commission may meet with City Councilmembers during Executive Session. Prospective applicants of the Parks and Open Space Board and Technology Committee may meet with the City Council during the open regular session of the meeting and may be called upon to speak at the podium with the City Council.

During the interview process in Executive Session or during the regular open session meeting, a prospective board member may expect to be asked about the following items:

- Why the applicant would like to serve their community
- What experience the applicant could bring to a board/commission
- What is the applicant's vision for the City
- How the applicant's skillset would benefit the board they are interested in serving
- Any other questions the City Council deems appropriate for that board/commission

APPOINTMENT PROCESS FOR NEW BOARD MEMBERS

At the first City Council meeting in December, board member appointments will be placed on the City Council agenda.

Following City Council appointment, the City Secretary will notify new board members of their appointment along with procedures for setting up email and appropriate training.

Each new board member will be required to take part in Open Meetings Act training (50-minute video on Attorney General's website), sign a Statement of Officer paperwork and Oath of Office paperwork within 30 days of being appointed. Each new board member will also be required to setup a City of Lucas email account where the City will correspond with the board member for meeting notices, Board packet distribution, and general correspondence.

REAPPOINTMENT PROCESS FOR EXISTING BOARD MEMBERS

In October each year, the City Secretary shall contact existing board members whose terms are expiring confirming they would like to be considered for reappointments.

At the first City Council meeting in December, reappointment of existing board members whose term are expiring will be considered. Board member attendance may be brought before the City Council as part of reappointment consideration.

The City Council will review each board and vote upon each board member whose term is expiring.

The City Secretary shall contact each board member who was reappointed for another two-year term.

For any existing board members that would like to serve on a different board, a new application shall be completed and submitted for City Council consideration.

Approved by City Council: December 19, 2019



**City of Lucas
City Council Agenda Request
December 18, 2025**

Requester: City Council

Agenda Item Request:

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

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



**City of Lucas
City Council Agenda Request
December 18, 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