



AGENDA CITY COUNCIL MEETING

March 6, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, March 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.
 - Mayor's items of community interest

Consent Agenda

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

3. Consent Agenda:

- A. Approval of the February 6, 2025, meeting minutes
- B. Approval of Ordinance 2025-03-01013 declaring unopposed candidates in the May 3, 2025, General Election to be elected to office, cancelling the May 3, 2025, General Election and providing an effective date.
- C. Approval of the City of Lucas Quarterly Investment Report ended December 2024.
- D. Approval of authorizing the city manager to negotiate and enter into a contract with Hydromax USA, LLC for fire hydrant and valve maintenance utilizing an interlocal agreement with the City of Garland, Texas in an amount not to exceed \$124,000.

Public Hearing

- 4. Conduct a public hearing and consider approving a request for a change in zoning from R2 (Residential 2-acre) to CB (Commercial Business) and amend the comprehensive zoning map on a tract of land being 7.96-acre tract located in the James Anderson Survey, Abstract No. 17, City of Lucas Collin County, Texas.
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct public hearing
 - C. Take action on Zoning Change Request
(Development Services Director Joe Hilbourn)

Regular Agenda

- 5. Consider the acceptance and approval of the following:
 - City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023-2024
 - Alternative Compliance Examination of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for Fiscal Year 2023-2024.
(Finance Director Liz Exum, Susan LaFollett from Vail & Park, P.C.)
- 6. Consider an analysis of pavement condition data, discuss strategies for the City of Lucas Road Improvement Program, and provide direction to the city manager. (Capital Improvements Manager Patrick Hubbard)
- 7. Consider approval of the 2025 City of Lucas Strategic Plan. (City Manager John Whitsell)
- 8. Consider authorizing the city manager to negotiate and enter into an Interlocal Agreement with The South-Central Planning and Development Commission ("Licensor" or "SCPDC") for a suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). Permitting, Planning and zoning applications, Public Works work orders, Code enforcement, Fire Inspections, Health inspections, Integrated GIS addressing, and online payments are included. (Development Services Director Joe Hilbourn)

9. Consider authorizing the city manager to reject all design-build proposals for an accessory structure for Lucas Fire Rescue and authorize advertising for new proposals. (Development Services Director Joe Hilbourn)

Executive Session

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

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

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

12. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on February 28, 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 kimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

March 6, 2025

Item No. 01

Requester: Mayor Dusty Kuykendall

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

March 6, 2025

Requester: Mayor Dusty Kuykendall

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

March 6, 2025

Requester: City Secretary Toshia Kimball
Finance Director Liz Exum
Director of Public Works Jeremy Bogle

Agenda Item Request

Consent Agenda:

- A. Approval of the February 6, 2025, meeting minutes.
- B. Approval of Ordinance 2025-03-01013 declaring unopposed candidates in the May 3, 2025, General Election to be elected to office, cancelling the May 3, 2025, General Election and providing an effective date.
- C. Approval of the City of Lucas Quarterly Investment Report ended December 2024.
- D. Approval of authorizing the city manager to negotiate and enter into a contract with Hydromax USA, LLC for fire hydrant and valve maintenance utilizing an interlocal agreement with the City of Garland, Texas in an amount not to exceed \$124,000.

Background Information

Agenda Item 3B:

On January 2, 2025, the City Council called the City of Lucas General Election to be held on May 3, 2025, for the purpose of electing two (2) City Councilmembers for Seat Number 5 and Seat Number 6. The filing period for submitting an application for a place on the ballot ended on February 14, 2025. For Seat 5, Councilmember Debbie Fisher was the only applicant. For Seat 6, Councilmember Neil Peterson was the only applicant. As both Seats are unopposed, the election can be cancelled.

Agenda Item 3D:

The City utilizes an interlocal agreement with the City of Garland, Texas, to contract Hydromax USA, LLC for annual fire hydrant and valve maintenance. This agreement ensures compliance with the Texas Commission on Environmental Quality (TCEQ) requirement, which mandates that all valves and hydrants be exercised and maintained at least once per year. Given our limited staff and resources, performing this maintenance in-house is not feasible. Hydromax USA provides the necessary services to keep our water distribution system in compliance, which includes maintaining approximately 1,851 valves and 951 fire hydrants. In addition to exercising and servicing these assets, Hydromax USA records pressure readings, identifies any operational issues, and updates GPS coordinates for all valves and hydrants. This data helps us keep our Geographic Information System (GIS) accurate and up to date. Approval of this contract, in an amount not to



City of Lucas

City Council Agenda Request

March 6, 2025

exceed \$124,000, will allow Hydromax USA to continue providing these essential services, ensuring the reliability and efficiency of our water infrastructure.

Attachments/Supporting Documentation

1. February 6, 2025, City Council Meeting Minutes
2. Ordinance 2025-03-01013 Declaring Unopposed Candidates and Cancelling Election
3. Certificate of Unopposed Candidates
4. Quarterly Investment Report for December 31, 2024.
5. Quote/Estimate from Hyrdomax USA, LLC.

Budget/Financial Impact

3D: Amount not to exceed \$124,000

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**

February 6, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Councilmember Chris Bierman
Councilmember Tim Johnson
Councilmember Philip Lawrence
Councilmember Neil Peterson
Councilmember Brian Stubblefield

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
CIP Manager Patrick Hubbard
Fire Chief Ted Stephens

City Councilmembers Remote:

Councilmember Debbie Fisher

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. Community Interest

- 2025 General Elections
- Community Events:
 - Keep Lucas Beautiful Spring Cleanup – April 5, 2025 – 9 am – 1 pm
 - Founder's Day – April 12, 2025 – 10 am – 2 pm
 - Art in Public Places – April
 - The Lucas Car Show - May

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the January 16, 2025, City Council meeting.
- B. Authorize the City Manager to execute an Interlocal Agreement between Region 8 Education Service Center and the Texas Public Entity or Local Government.



MINUTES **CITY COUNCIL REGULAR MEETING**

February 6, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

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

Regular Agenda

- 4. Receive a presentation of the 2024 Lucas Farmers Market Annual Report and provide an update on the 2025 Lucas Farmers Market season.**

Board Member Bill Esposito presented. No motion required.

- 5. Consider nominations for the 2025 Service Tree Award Program.**

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Johnson to nominate Chief Ron Grotti and Kathleen Peele as the Service Tree recipients for 2025. The motion passed unanimously by a 7 to 0 vote.

- 6. Consider Resolution # R 2025-02-00565 supporting the expansion of FM 1378 by the Texas Department of Transportation (TxDOT).**

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Lawrence to approve Resolution # R 2025-02-00565 supporting the expansion of FM 1378 by the Texas Department of Transportation (TxDOT). The motion passed unanimously by a 7 to 0 vote.

- 7. Consider authorizing the City Manager to negotiate and enter into a contract with JTG for value Engineering culvert analysis of the Stinson Road under road structure at or near 1190 Stinson Road and appropriating \$179,130 from unrestricted General Fund Reserves to account 11-8209-302 Culvert Maintenance.**

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence to approve a request from staff to authorize the City Manager to negotiate and execute a contract with JTG Engineering for a value engineering culvert analysis of the Stinson Road under-road structure, located at or near 1190 Stinson Road, and to appropriate \$179,130 from unrestricted General Fund Reserves to Account 11-8209-302 Culvert Maintenance. The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

- 8. Executive Session:**

An Executive Session was not held at this meeting.



MINUTES
CITY COUNCIL REGULAR MEETING

February 6, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

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

No action was taken from the Executive Session.

Adjournment

10. **Adjournment.**

MOTION: A motion was made by Councilmember Lawrence, seconded by Mayor Kuykendall to adjourn the meeting at 7:23 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary



ORDINANCE 2025-03-01013
[Declaring Unopposed Candidates and
Cancelling the May 3, 2025 General Election]

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, DECLARING THE UNOPPOSED
CANDIDATES IN THE MAY 3, 2025 GENERAL ELECTION TO BE
ELECTED TO OFFICE; CANCELLING THE MAY 3, 2025 GENERAL
ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on January 2, 2025, the City of Lucas General Election was ordered by the Lucas City Council to be held on May 3, 2025 for the purpose of electing two (2) Lucas City Councilmembers for Seat No. 5 and Seat No. 6.

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in candidacy, that each candidate on the ballot for office is unopposed for this election, and the deadlines for filing an application for a place on the ballot and declaration for a write-in candidate for the City's General Election have expired.

WHEREAS, Chapter 2, Subchapter C, Section 2.053 of the Texas Election Code authorizes the City Council to declare the candidates elected and cancel the General Election.

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

SECTION 1. The following candidates, who are unopposed in the May 3, 2025 General Election, are declared elected to office, and shall be issued Certificates of Election following the time the election would have been canvassed.

<u>Office</u>	<u>Candidate</u>
City Council Seat 5	Debbie Fisher
City Council Seat 6	Neil Peterson

SECTION 2. The May 3, 2025, General Election is cancelled, and the City Secretary is hereby directed to cause a copy of this ordinance to be posted on Election Day at the polling location designated by Ordinance 2025-01-01012, the Lucas Community Center, located at 665 Country Club Road, Lucas, Texas.

SECTION 3. This Ordinance shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Lucas this 6th day of March, 2025.

Dusty Kuykendall, Mayor

ATTEST:

APPROVED AS TO FORM:

Toshia Kimball, City Secretary

Joseph J. Gorfida, Jr., City Attorney



**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
CITY OF LUCAS**

To: Mayor Kuykendall

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the City of Lucas May 3, 2025 general election.

Offices and names of candidates:

<u>Office/Seat</u>	<u>Candidate</u>
City Council Seat 5	Debbie Fisher
City Council Seat 6	Neil Peterson

Toshia Kimball
City Secretary, City of Lucas

Date

CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended

December 2024

Bank Account Name	Rating	September 30, 2024	December 31, 2024	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$4,978,880.02	\$5,586,086.39	\$607,206.37	10.87%
Interest Rate		4.00%	4.00%	0.00%	
ANB - Reserve	AAAm	\$4,018,817.88	\$4,059,361.23	\$40,543.35	7.90%
General Fund		4.00%	4.00%	0.00%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Total Bank Accounts		\$8,997,697.90	\$9,645,447.62	\$647,749.72	18.76%

Pools

Logic - General Fund	AAAm	\$6,961,427.75	\$7,046,656.00	\$85,228.25	13.71%
Logic - Water Fund	AAAm	\$10,644,944.25	\$10,775,269.57	\$130,325.32	20.96%
Logic 2019 CO - General Fund	AAAm	\$6,678,022.54	\$6,759,781.11	\$81,758.57	13.15%
Logic 2019 CO - Water Fund	AAAm	\$1,033,710.30	\$1,046,365.91	\$12,655.61	2.04%
Logic West Lucas Road	AAAm	\$2,857,845.27	\$2,892,833.69	\$34,988.42	5.63%
Logic West Lucas Road - RTR	AAAm	\$7,710,726.55	\$7,805,128.50	\$94,401.95	15.18%
Interest Rate		5.2340%	4.6928%	-0.5412%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Lone Star Invest - General Fund	AAAm	\$2,288,882.78	\$2,316,113.41	\$27,230.63	4.51%
Lone Star Invest- Water Fund	AAAm	\$856,900.95	\$867,095.43	\$10,194.48	1.69%
Interest Rate		5.1719%	4.5382%	-0.6337%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$1,684,929.68	\$2,250,164.05	\$565,234.37	4.38%
Interest Rate		5.1637%	4.5610%	-0.6027%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1	0	
Total Pools		\$40,717,390.07	\$41,759,407.67	\$1,042,017.60	81.24%

Total Bank Acct. and Pools		\$49,715,087.97	\$51,404,855.29	\$1,689,767.32	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

February 21, 2025

Jeremy Bogle
Director of Public Works
City of Lucas
665 Country Club Road
Lucas, TX 75002

RE: 2025 Proposal for Valve Assessment & Fire Hydrant Inspecting and Testing Services

Dear Jeremy,

Hydromax USA is excited to submit this proposal to complete the annual valve assessment and fire hydrant inspection and maintenance for the City of Lucas for 2025. This annual proposal includes a 3% rate increase which is in line with the City of Garland contract that is cooperatively purchased for this project.

Asset Type	Count	Rate	Total
Valves 10" & 12"	590	\$ 48.20	\$ 28,438.00
Valves 6" & 8"	1264	\$ 37.49	\$ 47,387.36
Hydrants	951	\$ 34.28	\$ 32,600.28
GPS	2805	\$ 5.36	\$ 15,034.80
Total			\$ 123,460.44

Please let me know if you require any additional information at this time. Thank you for your prompt assistance in this matter. We look forward to continuing to serve the City of Lucas.

Sincerely,



David Hamberlin
Business Development Manager – Water and Wastewater Solutions
812.708.0886 – david.hamberlin@hydromaxusa.com



City of Lucas City Council Agenda Request March 6, 2025

Item No. 04

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Conduct a public hearing and consider approving a request for a change in zoning from R2 (Residential 2-acre) to CB (Commercial Business) and amend the comprehensive zoning map on a tract of land being 7.96-acre tract located in the James Anderson Survey, Abstract No. 17, City of Lucas Collin County, Texas.

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

Background Information

Sara Scott with Kimley Horn on behalf of Rutledge Haggard is requesting a change in zoning on an 8+/- acre tract of land located at 1825 Southview Drive (FM-1378) from R-2 residential to Commercial business. The request does not match the city's approved comprehensive plan but does match the characteristics of surrounding properties. To the North is North Texas Equestrian Center, the first property to the east is not in the city and owned by North Texas Equestrian Center. Property to the west is in the process of being approved as a planned development. The second property east of the proposed site is a self-storage facility. Further down Osage is some type of resale shop and Wylie Fence and Deck. The property in its current condition is one older home that is rapidly reaching a dilapidated condition.

Attachments/Supporting Documentation

- 1. Public Notice
- 2. Depiction
- 3. Legal Description
- 4. Location Map
- 5. Comprehensive future land use map
- 6. Ordinance Number 2025-03-01014

Budget/Financial Impact

NA

Recommendation

This item was denied by the planning and zoning commission 3-2 making this item also an appeal of the planning and Zoning commissions decision, reasons stated were:

- 1. Does not comply with the comprehensive zoning map
- 2. Unknown Commercial use



City of Lucas City Council Agenda Request March 6, 2025

Item No. 04

A super majority is required with a negative recommendation from the planning and zoning commission. The request for the appeal was in writing within the prescribed ten days and attached to supporting documents.

Motion

I make a motion to approve a request for a change in zoning from R2 (Residential 2-acre) to CB (Commercial Business) and amend the comprehensive zoning map on a tract of land being 7.96-acre tract located in the James Anderson Survey, Abstract No. 17, City of Lucas Collin County, Texas.

I make a motion to deny a request for a change in zoning from R2 (Residential 2-acre) to CB (Commercial Business) on a tract of land being 7.96-acre tract located in the James Anderson Survey, Abstract No. 17, City of Lucas Collin County, Texas.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, February 13, 2025, at 6:30 p.m., and City Council will conduct a second public hearing on Thursday, March 6, 2025, at 6:30 p.m. at Lucas City Hall, 665 Country Club Road, Lucas, Texas to consider a request for rezoning a parcel of land from R-2 to CB (Commercial Business) on a 7.96 acre tract of land out of the James Anderson Survey, Abstract No. 17 in Collin County Texas, being all of that certain tract of land described in General Warranty Deed to Hendrick Farm LLC, recorded in Instrument No. 2024000111292, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said 7.96 acre tract, in the east right-of-way line of F.M. Road 1378 (also known as Southview Drive, a variable width right-of-way), said point also being in the approximate centerline of Osage Lane;

THENCE with said approximate centerline of Osage Lane and the north line of said 7.96 acre tract, South 89°25'00" East, a distance of 417.00 feet to a point for the northeast corner of said 7.96 acre tract and the northwest corner of Lot 1, C.E. Hobbs Addition, an addition to the City of Lucas, recorded in Volume 5, Page 13, Map Records, Collin County, Texas;

THENCE with the east line of said 7.96 acre tract and the west line of said Lot 1, South 00°20'00" East, a distance of 961.05 feet to a point for the southeast corner of said 7.96 acre tract and the southwest corner of said Lot 1, in the north line of a tract of land described in Special Warranty Deed to William Mark Robinson and Kelly Jean Robinson, recorded in Instrument No. 20180312000301180 of said Official Public Records;

THENCE with the south line of said 7.96 acre tract, North 90°00'00" West, a distance of 178.63 feet to a point for the southwest corner of said 7.96 acre tract, in said east right-of-way line of F.M. Road 1378;

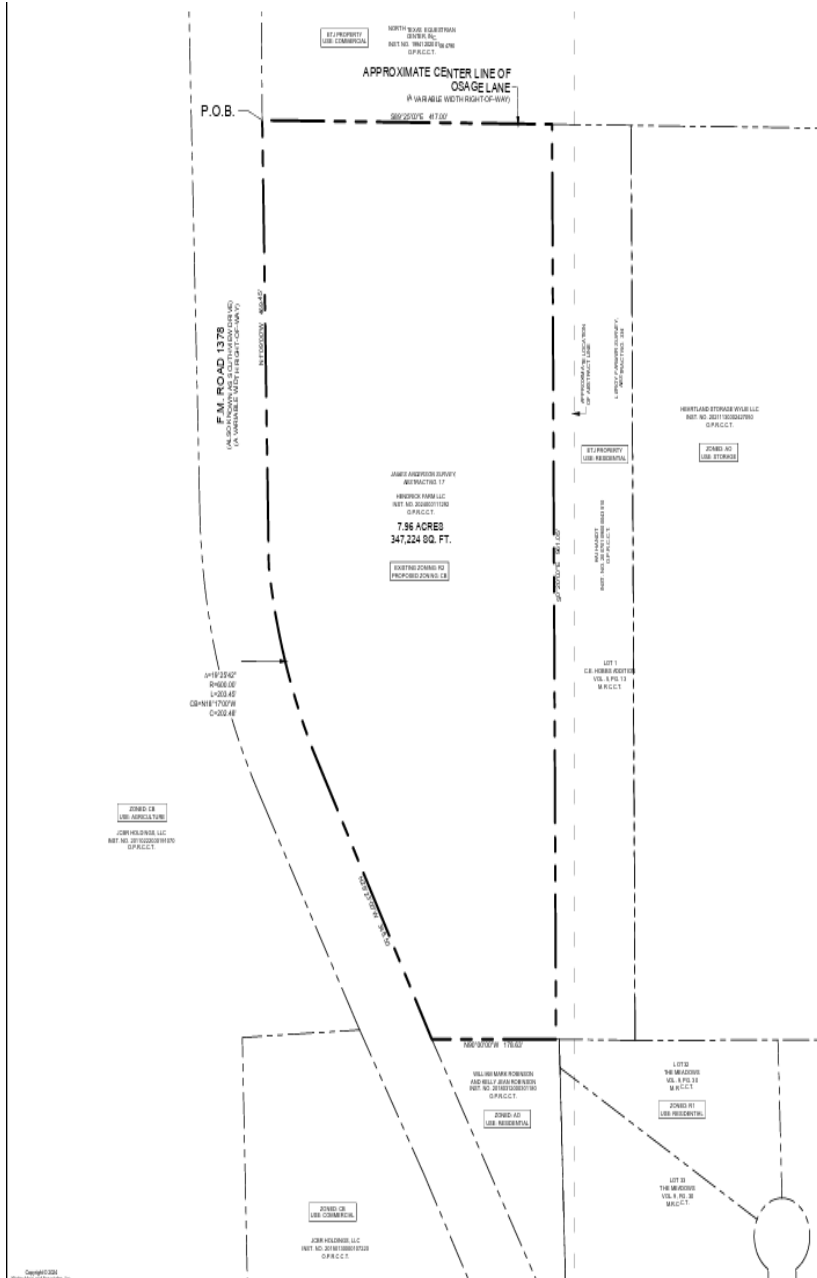
THENCE with said east right-of-way line of F.M. Road 1378, the following courses and distances:

North 29°23'00" West, a distance of 348.50 feet to a point at the beginning of a nontangent curve to the right with a radius of 600.00 feet, a central angle of 19°25'42", and a chord bearing and distance of North 18°17'00" West, 202.48 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 203.45 feet to a point for corner;

North 01°09'00" West, a distance of 469.45 feet to the **POINT OF BEGINNING** and containing 347,224 square feet or 7.97 acres of land.

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



ZONING DESCRIPTION

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, City of Lucas, Collin County, Texas, and being all of a called 7.96 acre tract of land described in General Warranty Deed to Hendrick Farm LLC, recorded in Instrument No. 202403111262, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northeast corner of said 7.96 acre tract, in the east right-of-way line of F.M. Road 1378 (also known as Southview Drive, a variable width right-of-way), said point also being in the approximate centerline of Osa Glene Lane;

THENCE with said approximate centerline of Osa Glene Lane and the north line of said 7.96 acre tract, South 89°25'00" East, a distance of 457.00 feet to a point for the northeast corner of said 7.96 acre tract and the southeast corner of Lot 1, C.E. Hobbs Addition, an addition to the City of Lucas, recorded in Volume 5, Page 15, Map Records, Collin County, Texas;

THENCE with the south line of said 7.96 acre tract and the west line of said Lot 1, South 89°25'00" East, a distance of 161.00 feet to a point for the southeast corner of said 7.96 acre tract and the southeast corner of said Lot 1, in the north line of a tract of land described in Special Warranty Deed to William Mark Robinson and Kelly Jean Robinson, recorded in Instrument No. 20190312030301100 of said Official Public Records;

THENCE with the south line of said 7.96 acre tract, North 89°25'00" West, a distance of 176.63 feet to a point for the southeast corner of said 7.96 acre tract, in said east right-of-way line of F.M. Road 1378;

THENCE with said east right-of-way line of F.M. Road 1378, the following courses and distances:

North 29°25'00" West, a distance of 348.50 feet to a point at the beginning of a non-tangent curve to the right with a radius of 800.00 feet, a central angle of 19°25'42", and a chord bearing and distance of North 89°17'50" West, 252.46 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 253.45 feet to a point for corner;

North 01°00'00" West, a distance of 469.45 feet to the **POINT OF BEGINNING** and containing 347.224 square feet or 7.97 acres of land.

This document was prepared under 22 TAC §156.05, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

STATEMENT OF PURPOSE:

THE PURPOSE OF THIS ZONING IS TO REZONE FROM THE EXISTING RESIDENTIAL (RD) ZONING TO PROPOSED COMMERCIAL BUSINESS (CB) ZONING FOR THE PURPOSE OF DEVELOPING THE SITE WITH COMMERCIAL USES.

THE ADJACENT USES AROUND THE PROPERTY ARE COMMERCIAL. THE PROPOSED REZONING WILL NOT IMPACT THE TRANSPORTATION SYSTEM OR ADJACENT USES. WATER IS AVAILABLE TO THE SITE AND WASTEWATER WILL BE MANAGED PRIVATELY ON-SITE.

NOTES:

THE DEVELOPMENT OF THIS SITE WILL BE IN ACCORDANCE WITH CITY OF LUCAS DEVELOPMENT STANDARDS.



ZONING EXHIBIT
7.96 ACRES
JAMES ANDERSON SURVEY,
ABSTRACT NO. 17
CITY OF LUCAS, COLLIN COUNTY, TEXAS
DATE: NOVEMBER 27, 2024

Kimley»Horn

2500 Pacific Avenue Suite 1100, Dallas, Texas 75201		PHONE # 972-1550	FAX # 972-1550		Tel. No. (972) 718-6888
Owner	Engineer	Surveyor	Surveyor	Surveyor	Surveyor
Owner	Engineer	Surveyor	Surveyor	Surveyor	Surveyor

OWNER:
HENDRICK FARM LLC
800 CENTRAL PARKWAY, SUITE 100
PLANO, TEXAS 75074
CONTACT: RUTLEDGE HAGGARD
PHONE: 972-425-4515

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
2500 PACIFIC AVENUE, SUITE 1100
DALLAS, TEXAS 75226
CONTACT: SARAH SCOTT, P.E.
PHONE: 972-170-1330

ZONING DESCRIPTION

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, City of Lucas, Collin County, Texas and being all of a called 7.96 acre tract of land described in General Warranty Deed to Hendrick Farm LLC, recorded in Instrument No. 2024000111292, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northwest corner of said 7.96 acre tract, in the east right-of-way line of F.M. Road 1378 (also known as Southview Drive, a variable width right-of-way), said point also being in the approximate centerline of Osage Lane;

THENCE with said approximate centerline of Osage Lane and the north line of said 7.96 acre tract, South 89°25'00" East, a distance of 417.00 feet to a point for the northeast corner of said 7.96 acre tract and the northwest corner of Lot 1, C.E. Hobbs Addition, an addition to the City of Lucas, recorded in Volume 5, Page 13, Map Records, Collin County, Texas;

THENCE with the east line of said 7.96 acre tract and the west line of said Lot 1, South 00°20'00" East, a distance of 961.05 feet to a point for the southeast corner of said 7.96 acre tract and the southwest corner of said Lot 1, in the north line of a tract of land described in Special Warranty Deed to William Mark Robinson and Kelly Jean Robinson, recorded in Instrument No. 20180312000301180 of said Official Public Records;

THENCE with the south line of said 7.96 acre tract, North 90°00'00" West, a distance of 178.63 feet to a point for the southwest corner of said 7.96 acre tract, in said east right-of-way line of F.M. Road 1378;

THENCE with said east right-of-way line of F.M. Road 1378, the following courses and distances:

North 29°23'00" West, a distance of 348.50 feet to a point at the beginning of a non-tangent curve to the right with a radius of 600.00 feet, a central angle of 19°25'42", and a chord bearing and distance of North 18°17'00" West, 202.48 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 203.45 feet to a point for corner;

North 01°09'00" West, a distance of 469.45 feet to the **POINT OF BEGINNING** and containing 347,224 square feet or 7.97 acres of land.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



ORDINANCE # 2025-03-01014

[CHANGE IN ZONING – ±7.94 ACRE TRACT AT 1825 SOUTHVIEW DRIVE)

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM R2-SINGLE FAMILY RESIDENTIAL DISTRICT (R-2) TO COMMERCIAL BUSINESS DISTRICT (CB) ON A PARCEL OF LAND, LOCATED AT 1825 SOUTHVIEW DRIVE (FM-1378), LUCAS, COLLIN COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND SITUATED IN THE JAMES ANDERSON SURVEY, ABSTRACT NO. 17, CITY OF LUCAS, COLLIN COUNTY, TEXAS AND BEING ALL OF A CALLED 7.96-ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO HENDRICK FARM LLC, RECORDED IN INSTRUMENT NO. 2024000111292, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED ON EXHIBIT “A” AND EXHIBIT “B” ATTACHED HERETO; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended to grant a change in zoning from R2-Single Family Residential District (R-2) to Commercial Business District (CB) on a parcel of land, located at 1825 Southview Drive (FM-1378), Lucas, Collin County, Texas, and being part of a tract of land situated in the James Anderson Survey, Abstract No. 17, City of Lucas, Collin County, Texas and being all of a called 7.96-acre tract of land described in General Warranty Deed to Hendrick Farm LLC, recorded in Instrument No. 2024000111292, Official Public Records, Collin County, Texas, and being more particularly described and depicted on Exhibit “A” and Exhibit “B”, attached hereto and made part hereof for all purposes (the “Property”).

Section 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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.

Toshia Kimball, City Secretary

EXHIBIT "A"

Property Description

ZONING DESCRIPTION

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, City of Lucas, Collin County, Texas and being all of a called 7.96 acre tract of land described in General Warranty Deed to Hendrick Farm LLC, recorded in Instrument No. 2024000111292, Official Public Records, Collin County, Texas, and being more particularly described as follows:

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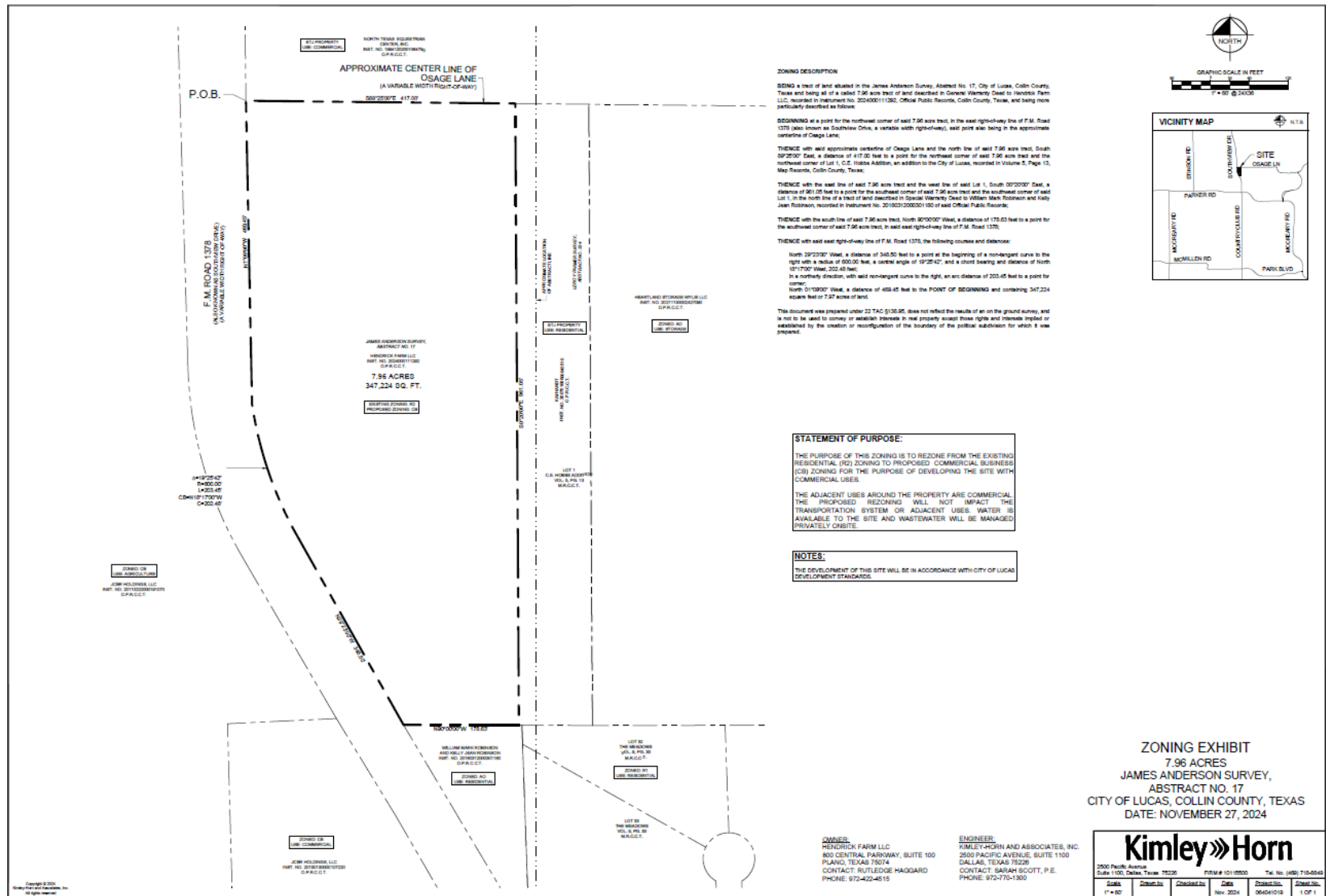
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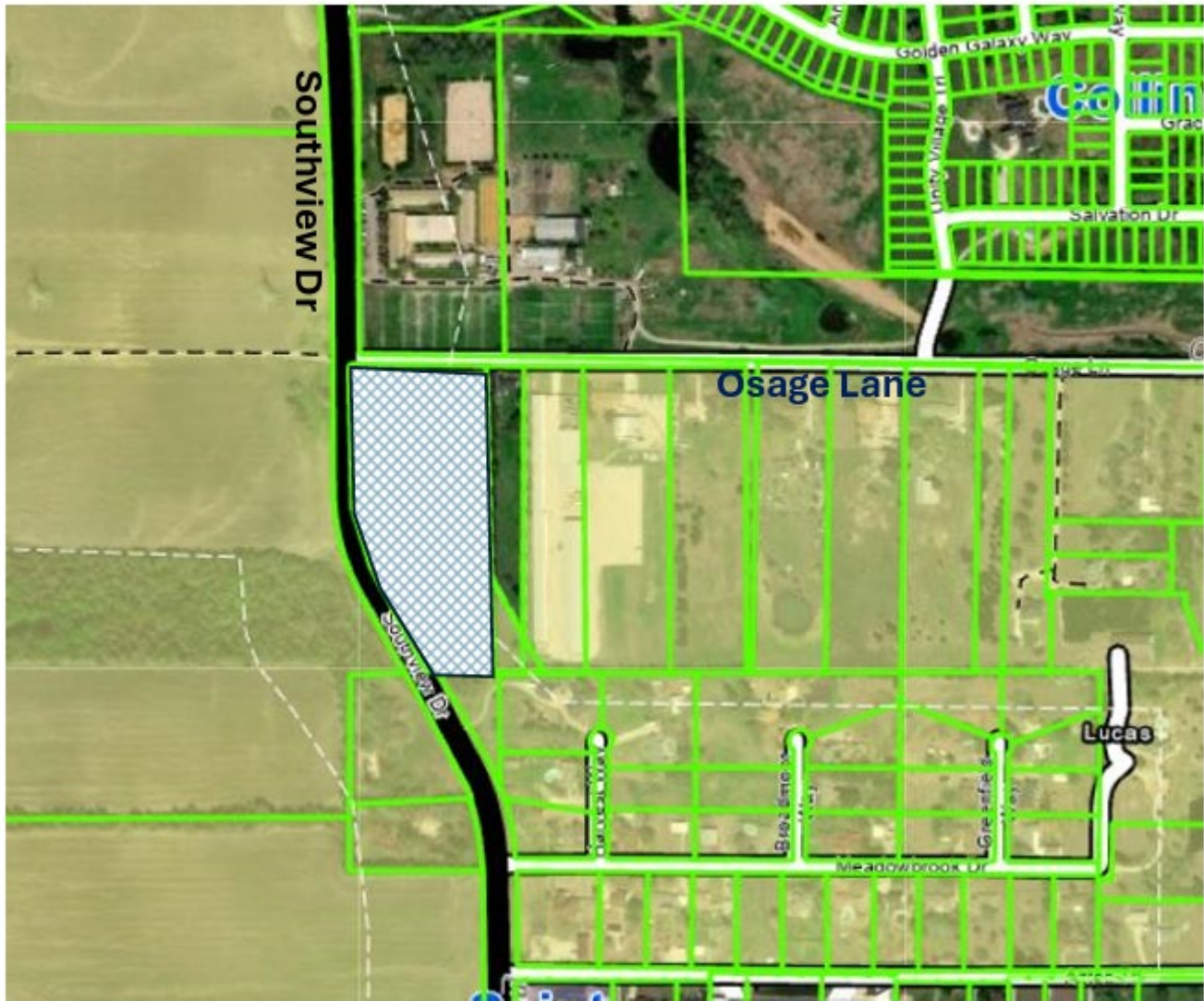
EXHIBIT “B”
Property Depiction



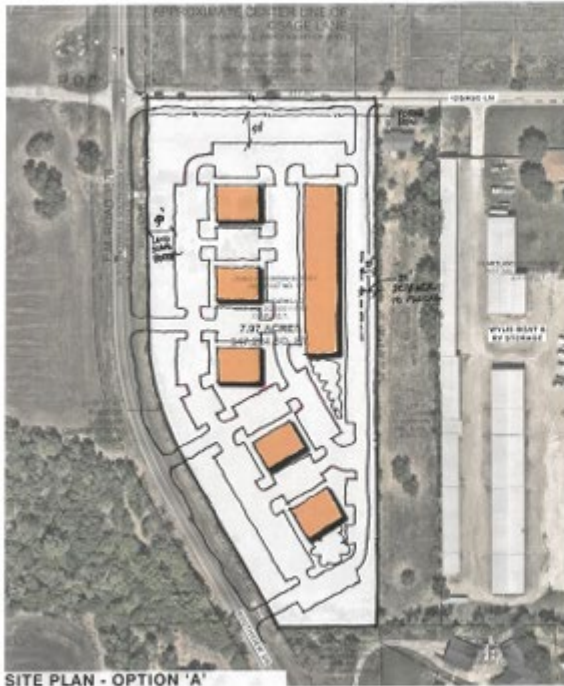
4916-1673-1678, v. 1

Exhibit "B"
City of Lucas
Ordinance # 2025-03-01014 (Change in Zoning – ±7.96-Acre Tract, 1825 Southview Drive (FM-1378))
Approved: March 6, 2025

Osage/Southview Location Map



1825 SOUTHVIEW - LUCAS, TEXAS



SITE PLAN - OPTION 'A'



SITE PLAN - OPTION 'B'

1825 SOUTHVIEW - LUCAS, TEXAS

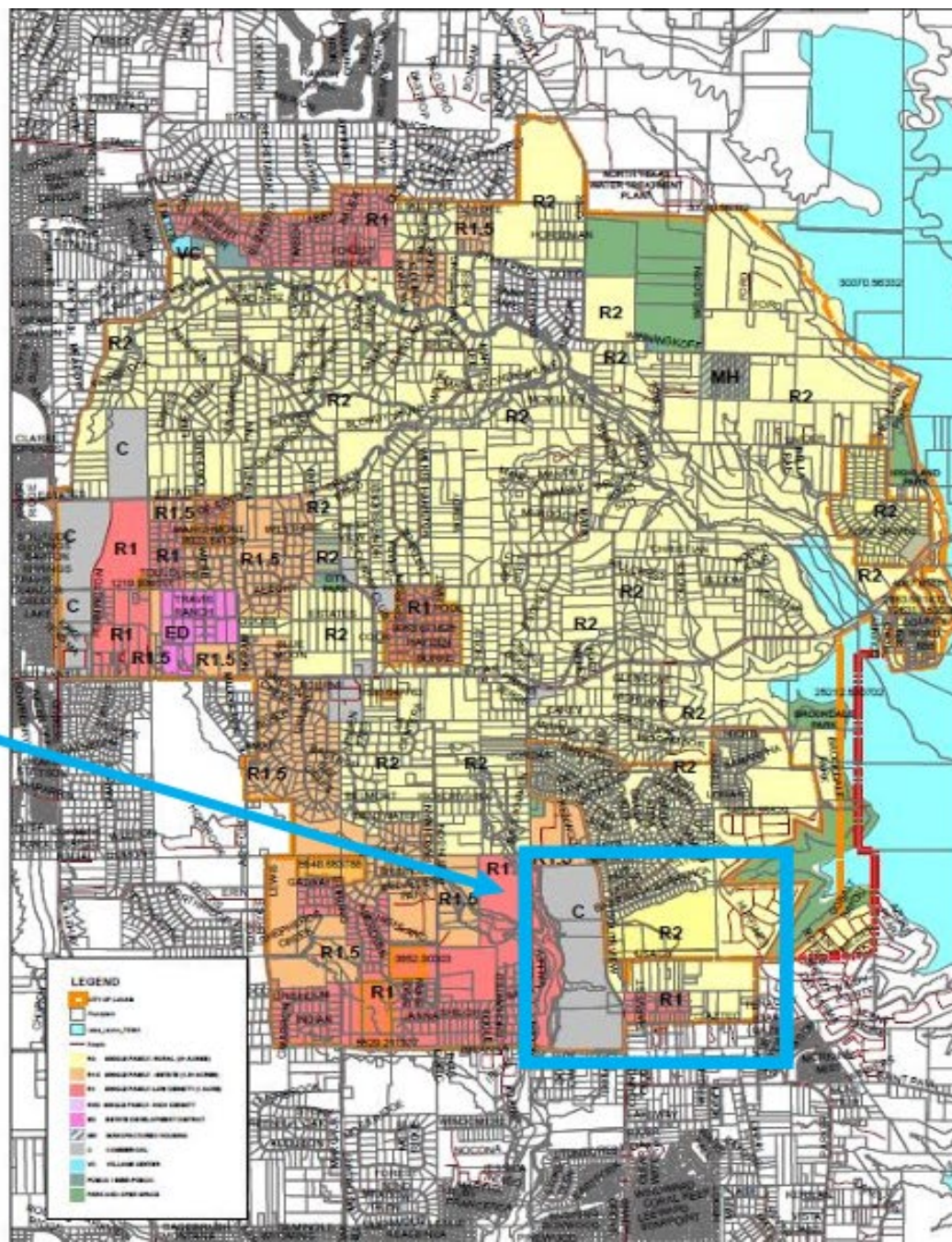
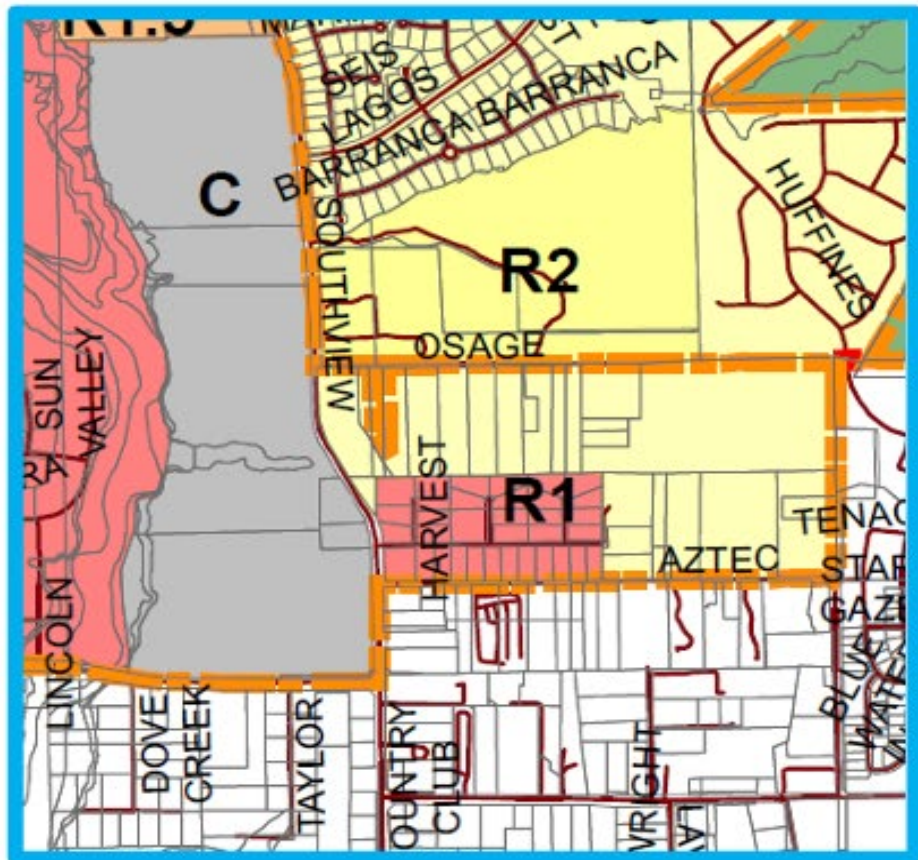


SITE PLAN - OPTION 'C'



SITE PLAN - OPTION 'D'

Comprehensive Future Land Use Map



FW: 2/13/25 Agenda Packets



Joe Hilbourn
To ● Joe Hilbourn



↩ Reply

↩ Reply All

From: Stellwagen, Christine <Christine.Stellwagen@kimley-horn.com>

Sent: Friday, February 14, 2025 11:38 AM

To: Joe Hilbourn <JHilbourn@lucastexas.us>

Cc: Scott, Sarah <sarah.scott@kimley-horn.com>; Rutledge Haggard <rutledge@rlohaggard.com>

Subject: RE: 2/13/25 Agenda Packets

Hi Joe,

We would like to appeal the decision of the council on February 13th denying the request for change in zoning from tract located at 1825 Southview Drive, City of Lucas Collin County, TX. Please let me know if you need anything else for the next meeting on March 6th.

Thank you for your help with this!

Much appreciated,

Christine Stellwagen | Development Services

Kimley-Horn | 2500 Pacific Avenue, Suite 1100, Dallas, TX 75226

Direct: 469-587-9732 | christine.stellwagen@kimley-horn.com



City of Lucas Council Agenda Request March 06, 2025

Item No. 05

Requester: Finance Director Liz Exum
Susan LaFollett, Vail & Park, P.C.

Agenda Item Request

Consider the acceptance and approval of the following:

- City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023-2024
- Alternative Compliance Examination of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for Fiscal Year 2023-2024.

Background Information

The audit firm, Vail & Park, P.C. will be presenting the following:

- Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023-2024.
- Alternative Compliance Examination of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for Fiscal Year 2023-2024.

Attachments/Supporting Documentation

1. An electronic copy of the Annual Comprehensive Financial Report (ACFR) and the Alternative Compliance Examination of the CSLFRF for Fiscal Year 2023-2024 will be sent under separate cover.

Budget/Financial Impact

NA

Recommendation

Approve as presented.

Motion

I move to approve/deny the following:

- City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2023-2024.
- Alternative Compliance Examination of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for Fiscal Year 2023-2024.



City of Lucas

City Council Agenda Request

March 6, 2025

Item No. 06

Requester: Director of Development Services Joe Hilbourn
Capital Improvement Projects Manager Patrick Hubbard

Agenda Item Request

Consider an analysis of pavement condition data, discuss strategies for the City of Lucas Road Improvement Program and provide direction to the city manager.

Background Information

NEXCO Highway Solutions of America (NHS A) is a pavement management company that was hired by the City of Lucas to perform a data-driven assessment of roadway conditions throughout the city.

Development Services, which now contains Engineering, contracted NHS A to collect full system data beginning in 2022. Data collection for the 2023 and 2024 periods only consist of thoroughfares, asphalt streets and areas of known concern. Staff have since analyzed the results and compared them to the previous year.

Updated goals and outlooks, along with more thorough analysis, have shed a more complete light on the status of Lucas' roads. This item seeks to present considerations and options for the future of the city's Road Improvement Program so as to better align project selection and funding strategies with City Council priorities.

City Council budgeted \$862,000 in the FY24-25 Road Improvement budget. This includes \$100K for crack sealing and \$762,000 for asphalt overlay, which is adequate to repave 1.2 miles at \$120 per linear foot. Lucas has approximately 80 miles of city-maintained streets of which we have approximately 35 miles of asphalt and 45 miles of concrete. Over time, the length of concrete streets will increase while the length of asphalt streets will decrease following the new construction and re-construction of streets.

Attachments/Supporting Documentation

1. NHS A Topline Summary – 2024
2. NHS A Topline Summary – 2023



City of Lucas

City Council Agenda Request

March 6, 2025

Item No. 06

Budget/Financial Impact

The general scope of the Road Improvement Program is confined to those projects funded through Account 11-8209-301 – Improvement Roads. The fiscal year 2024-2025 budget for this program is \$862,000. The results of this data analysis will also be used as a basis for future Public Works maintenance activities and capital projects within the street system.

Revenue Account 11-4101-100 contributed \$625,400 from restricted sales tax revenue that must be expended on road improvements. The remaining \$236,600 was contributed from unrestricted general fund revenue.

Recommendation

This is a discussion and presentation item. No action is required.

Motion

No Motion Required

Topline Summary for Pavement Condition Assessment Prepared for the City of Lucas

(Data collected in Dec 2024)

This is a quick assessment summary to better prepare maintenance and rehabilitation planning.
 Please refer to the **Data Analysis Tool** for a more detailed analysis and planning at the top of this summary.

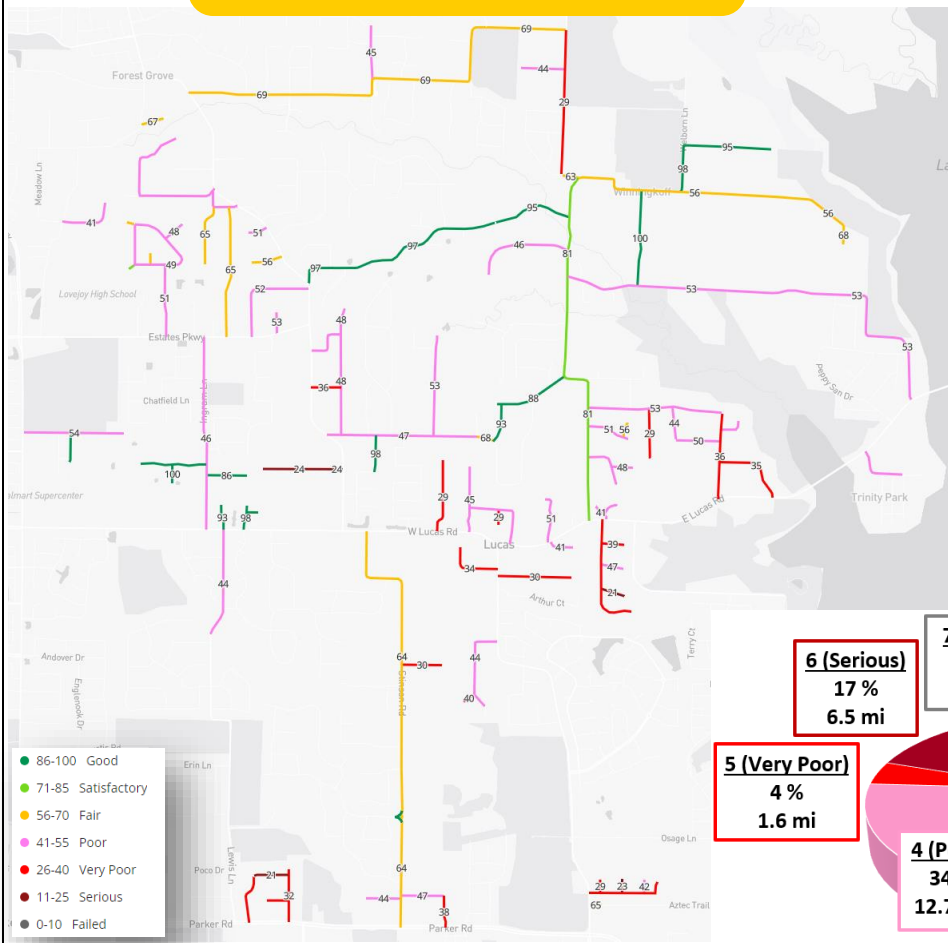
Overall Condition

- About 22 miles (58% of surveyed streets) are rated 4(Poor) or worse, which need rehabilitation work. Rehabilitation works for chunks of these segments would be recommended for efficient repair.
- About 5.7 miles (15% of surveyed streets) are rated 3(Fair), which need proactive maintenance. Crack sealing would be recommended to prevent entry of water and slow deterioration.

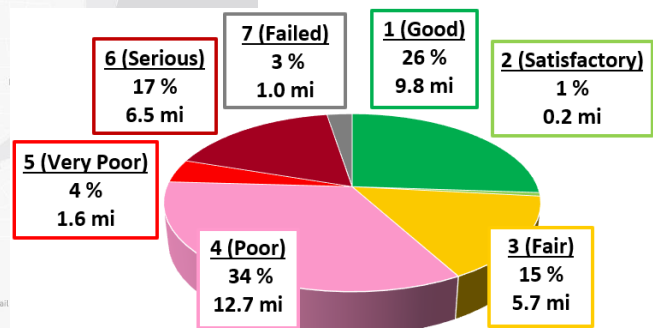
**Average SPM-PCI Score
 57.0 (Fair)**

100	1 Good
85	2 Satisfactory
70	3 Fair
55	4 Poor
40	5 Very Poor
25	6 Serious
10	7 Failed

Pavement Condition Rating



Pavement Condition Map



Pavement Condition Percentage

*Unpaved segments are classified as Failed condition on the Pavement Condition Map

** Unpaved segments are not included in the average score calculation

Topline Summary for Pavement Condition Assessment ***Prepared for City of Lucas***

(Data collected in Oct 2023)

This is a quick assessment summary to better prepare maintenance and rehabilitation planning.
Please refer to the **Data Analysis Tool** for more detailed analysis and planning on top of this summary.

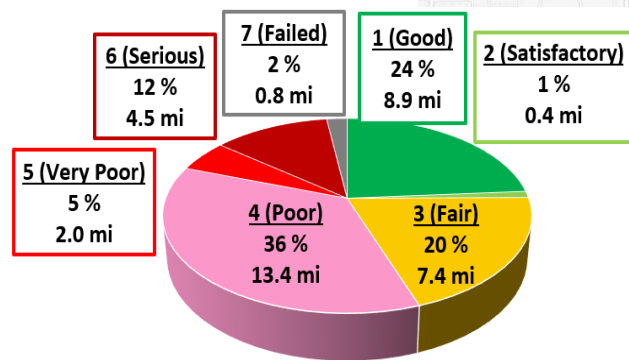
Overall Condition

- About 20 miles (55% of surveyed streets) are rated 4(Poor) or worse, which need rehabilitation work. Since these segments are scattered over the entire network, a mid- or long-term rehabilitation planning would be recommended.
- About 7 miles (20% of surveyed streets) are rated 3(Fair). Proactive maintenance would contribute to slow deterioration and extend pavement service life.

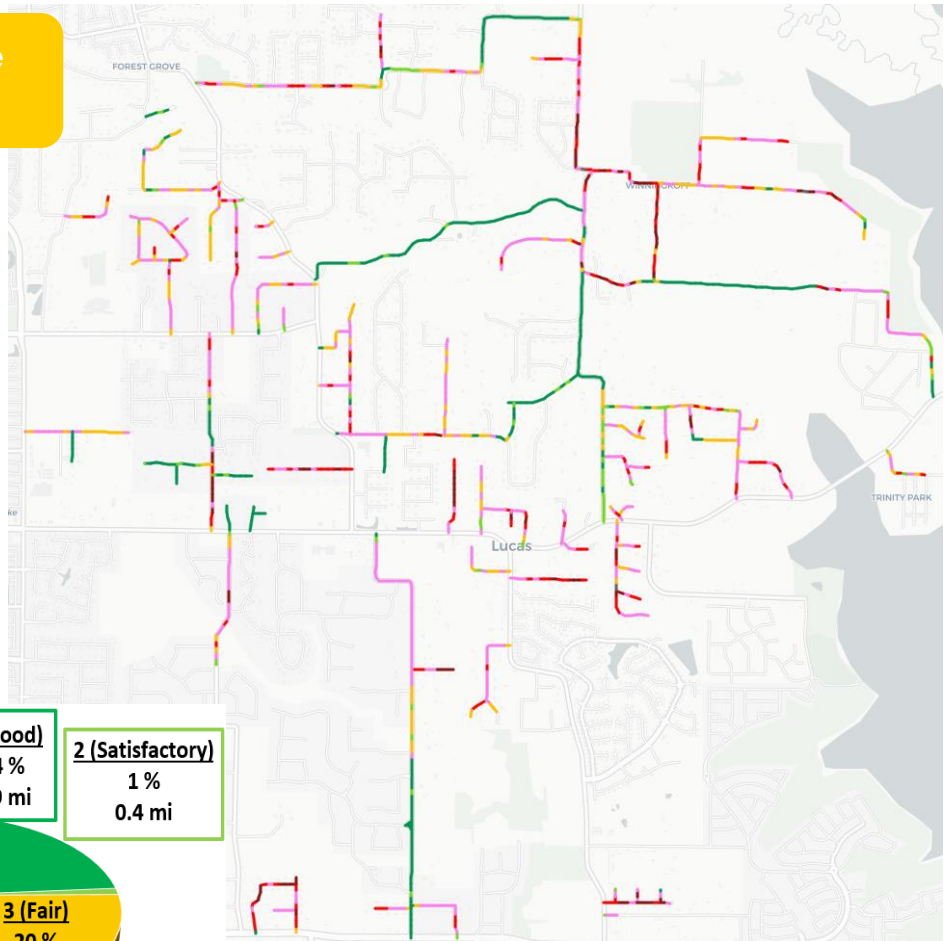
Average SPM-PCI Score
58.3 (Fair)



Pavement Condition Rating



Pavement Condition Percentage



Pavement Condition Map



City of Lucas

City Council Agenda Request

March 6, 2025

Requester: John Whitsell

Agenda Item Request

Consider approval of the 2025 City of Lucas Strategic Plan.

Background Information

The City of Lucas held a Strategic Planning Session with the City Council and City Staff on December 2, 2024. This workshop focused on strategic planning, including a SWOT analysis, review of the Master Thoroughfare Plan and Capital Improvements Plan, formulation of 3–5-year goals, and envisioning the city at buildout.

Attachments/Supporting Documentation

1. City of Lucas 2025 Strategic Planning Session Summary

Budget/Financial Impact

N/A

Recommendation

N/A

Motion

I make a motion to approve/deny the City of Lucas 2025 Strategic Plan.



CITY OF LUCAS

**STRATEGIC
PLANNING
WORKSHOP**



December 2, 2024

City of Lucas Strategic Planning Session Summary *December 2, 2024*

The City of Lucas held a Strategic Planning Session with the City Council and City Staff on December 2, 2024. This workshop focused on strategic planning, including a SWOT analysis, review of the Master Thoroughfare Plan and Capital Improvements Plan, formulation of 3-5 year goals, and envisioning the city at buildout.

SWOT Analysis

<u>STRENGTHS:</u> Fiscal responsibility Continuity among city staff, council, and boards Efficient water system Strong relationships with outside organizations EMS services Transparency and unique culture Manageable city size Low crime rate Privacy and natural beauty High-quality school districts and educational opportunities	<u>WEAKNESSES:</u> Road maintenance and traffic Limited buildout potential Cross-training and mentoring among city staff Equipment preservation and storage (City Hall & Public Works) Increasing water demand Limited and non-diverse tax base Lack of citizen participation Challenges with supplier and subcontract management Understaffing and limited law enforcement flexibility Forecasting model improvements needed
<u>OPPORTUNITIES:</u> Designation as a superior water system Implementation of paperless water billing and newsletters TXDOT FM road improvements Water conservation initiatives Economic development and commercial buildout Enhanced senior support services Leveraging the city's strong reputation and transparency Improved coalition-building with neighboring communities Expert consultant availability On-site alcohol sales and digital data mining	<u>THREATS:</u> Regional growth, including airport expansion and increased traffic Succession planning and personnel retention Pump station security Regional water supply constraints Reliance on appraised property values Cybersecurity threats (ransomware) Sustainability of current infrastructure Overuse of water resources

Vision at Buildout

The City of Lucas envisions a future that reflects its commitment to sustainability, safety, and community well-being. Key elements include:

- **Expansive Open Spaces:** Large, dedicated areas to host community events and gatherings, fostering connection and recreation.
 - **Enhanced Public Safety:** Establishment of three fully equipped fire stations and a professional police department to ensure a secure environment.
 - **Welcoming Visitor Center:** A central hub designed to enhance tourism and community engagement.
 - **Advanced Water Infrastructure:** Construction of an additional water tower to support future growth and ensure reliable water services.
 - **Optimized Workforce:** Expansion to 13 administrative staff and 16 public works personnel to meet the operational demands of a growing community.
 - **Lakeside Development:** Creation of recreational spaces along the lakeshore, offering residents and visitors opportunities for leisure and enjoyment.
-

Priority Projects & Implementation

After collaboration and voting, the following projects were identified as top priorities:

1. **Public Works Covered Storage** - Construct a facility to protect equipment and materials, enhance operational efficiency, and extend asset lifespan.
 - Evaluate site locations and design criteria
 - Develop a needs assessment and financial impact analysis
2. **Data Mining** - Implement software to improve and quantify decision-making processes.
 - Assess data needs and potential information to evaluate
 - Review software options and vendors
 - Define data to be tracked and analyze financial implications

3. **Design of Country Club Road** - Partner with TXDOT to improve traffic flow and roadway design.
 - Review historical actions and develop city design criteria
 - Collaborate with TXDOT to align designs with city and state standards
 - Communicate community support via a resolution
4. **Diversify Tax Revenue** - Develop strategies to attract new economic opportunities and diversify the city's tax base.
 - Create an economic development plan
 - Explore development options with the North Texas Municipal Water District
 - Assess infrastructure needs for restaurant and commercial development
5. **Back Office Software** - Upgrade administrative systems to enhance operational efficiency.
 - Conduct a needs assessment and review critical operations
 - Evaluate compatibility with existing systems
 - Analyze financial impacts and plan implementation
6. **New Ground Storage Tank** - Add a storage tank to improve water service delivery and meet future demands.
 - Issue an RFQ for design and construction
 - Work with engineering firms to assess needs
 - Bid the project and evaluate financial impacts
7. **Modernized Communications** - Enhance citizen engagement with upgraded digital communication tools.
 - Identify opportunities for improved communication, including newsletters, paperless billing, and website updates
 - Evaluate software requirements and financial considerations

Economic Development

In an effort to explore future economic development opportunities while upholding the City of Lucas's long-term vision, the council has agreed to evaluate additional areas for potential commercial and retail development. These areas will be limited to major thoroughfares and must be contiguous with existing commercial or retail zones or align with the character of adjacent properties. Furthermore, staff has been directed to consult with the North Texas Municipal Water District (NTMWD) regarding the feasibility of providing sewer service to these commercial and retail areas, if and when it becomes applicable.

The groups were tasked with reprioritizing the projects listed in the Comprehensive Capital Improvement Plan to ensure alignment with current priorities and community needs.

Parks, Trails & Open Space Projects	Group 1	Group 2	Group 3	Reprioritized by Vote:
P-02 Community Park – Walking Loop Extension	REMOVE	1*	NO DATA	4
P-03 Community Park – Installation of New Playground Equipment for ages 2-6	1	2	NO DATA	2
P-06 Trails – Central Loop	2	3**	NO DATA	1
P-07 Trails – Southern Trail	3	REMOVE	NO DATA	3

*Adding connecting sidewalks from the city hall parking lot to the walking loops

**Modify

Stormwater Projects	Group 1	Group 2	Group 3	Reprioritized by Vote:
B-01 Stinson Bridge over Muddy Creek	1	2	2	2
B-02 Snider Bridge Replacement	2	1	1	1
B-03 Winningkoff Bridge Replacement	3	3	3	3

Roadway Projects	Group 1	Group 2	Group 3	Reprioritized by Vote:
R-01 West Lucas Road from Angel Parkway to Country Club Road	1	1	1	1
R-02 Forest Grove Road from Country Club to Mary Lee Lane	5	12	12	12
R-03 Stinson Road Northern Section from Bentwater Drive to the Reverse Curve	4	7	9	4
R-04 Stinson Road from Bristol Park to Bentwater Drive excluding the Stinson Road bridge over Muddy Creek	3	8	10	5
R-05 Winningkoff Road Southern Section from East Lucas Road to the Reverse Curve	7	6	11	7
R-06 Country Club Road and Forest Grove Road Intersection Improvements	15	3	5*	8
R-07 Ingram Lane and Estates Parkway Intersection Improvements	18	10	13	17
R-08 Country Club Road and Estelle Lane Intersection Improvements	12	2	4*	3
R-09 West Lucas Road and Ingram Lane Intersection Improvements	14	11	3	10
R-10 Future Loop from Orr Road to East Winningkoff Road	16	18	14	18
R-11 Country Club Road and Rock Ridge Road Intersection Improvements	10	13	6*	11
R-12 East Lucas Road and Winningkoff Road Intersection Improvements	13	5	8	9
R-13 East Lucas Road and Brockdale Park Road Intersection Improvements	17	14	REMOVE	13
R-14 Stinson Connection to West Lucas Road	2	9	2	2

R-15 Allison Lane from Estates Parkway to West Lucas Road	9	15	15	14
R-16 Highland Drive from Stinson Road to Southview Drive	8	16	16	15
R-17 McGarity Lane Realignment to Travis Drive	6	17	17	16
R-18 Blondy Jhune Road and Country Club Road Intersection Improvements	11	4	7*	6

*Develop plans that incorporate the four-lane design for Country Club Road. Prioritize and fund projects aligned with the development timelines for the Country Club area to ensure efficient implementation."

Water Projects	Group 1	Group 2	Group 3	Reprioritized by Vote:
W-07 Estates Parkway to Glenbrook Circle and Glenbrook Circle to Country Club Road sixteen-inch water line	1	2	11	3
W-08 Brockdale Park Road to Lakeview Drive eight-inch water lines	2	3	2	1
W-09 Silver Creek Circle to White Rock Trail eight-inch water line	3	4	12	7
W-10 Hickory Hill Street eight-inch water line	4	5	3	2
W-11 Manor Lane Eight Inch Waterline	5	6	4	5
W-12 Shiloh Drive/Toole Drive Six-Inch Waterline Replacement and Braeburn Way Eight Inch Waterline Loop	6	7	5	6
W-13 Repaint North Pump Station 750,000 Gallon Ground Storage Tank	7	8	13	8
W-14 PR 5252 Six Inch Waterline Replacement	8	9	14	9

W-15 Repaint North Pump Station 500,000 Gallon Ground Storage Tank	9	10	15	10
W-16 Forest Grove Road to Orr Road twelve-inch water line	10	11	16	11
W-17 Orr Road to Welborn Lane twelve-inch water line	13	12	17	13
W-18 Shady Creek Circle to Forest Grove Lane eight-inch water line	14	13	18	16
W-19 Estates Parkway parallel sixteen-inch water line to Country Club Road	15	14	19	17
W-20 Rock Ridge Road twelve-inch water line and Rock Ridge Road to Lovejoy High School twelve-inch water line	16	15	6	12
W-21 Holyoak Lane to Daytona Avenue eight-inch Water line	17	16	20	20
W-22 West Lucas Road to Stinson Road Parallel twelve-inch water line	18	17	7	14
W-23 Graham Lane to Rock Ridge Court Replacement eight-inch water line	19	18	8	15
W-24 Rollingwood Circle, Choice Lane, and Lakeview Drive six-inch water lines	20	19	9	18
W-25 Chisholm Trail and Caman Park eight-inch water line	21	20	10	19
W-26 Ingram Lane, McGarity Lane and West Lucas Road replacement water line	22	21	21	22
W-27 Estates Parkway eight-inch water line	23	22	22	23
W-28 792 Service Area 0.50 MG Elevated Storage Tank (West of Country Club)	11	23	23	21
W-29 McGarity Pump Station 0.50 MG Ground Storage Tank	12	1	1	4
W-30 Blondy Jhune Road to Wendy Lane eight-inch water lines	24	24	24	24
W-31 Angel Parkway eight inch and twelve-inch water lines	25	25	25	25
W-32 Stinson Road extension twelve-inch water line	26	26	26	26

W-33 Muddy Creek to Southview Drive twelve-inch water line	27	27	27	27
W-34 Highland Drive to Lewis Lane eight-inch water line	28	28	28	28



City Council Agenda Request March 6, 2025

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider authorizing the city manager to enter into an Interlocal Agreement with The South-Central Planning and Development Commission ("Licensor" or "SCPDC") for a suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). Permitting, Planning and zoning applications, Public works work orders, Code enforcement, Fire Inspections, Health inspections, Integrated GIS addressing, and online payments are included. Monthly fees for the service are \$2,305, fees are based on permits issued annually, traditionally the city issues between 750 and 1000 permits. The monthly price could vary based on the annual permitting number. There is also a one-time fee of \$3,000 plus expenses for one week of training with one trainer, two trainers would be \$6,000 plus expenses.

Background Information

The city has looked at updating our permitting system to online, with online applications, permitting, and payments. We tried Tyler Technologies, the system would not communicate with Incode 9 a Tyler Technologies program, our current financial management program. When City Manager John Whitsell came on board, he recommended we look at MyGov, staff did, met MyGov, seen their presentations, called a few cities that used them, applied for permits at a few cities, and we were sold. The initial cost is less than traditional permitting software, less annually than traditional permitting software, and is all that a city the size of Lucas needs. MyGov offers everything we were going to receive from Tyler Technologies for a fraction of the cost.

Attachments/Supporting Documentation

1. Interlocal Agreement

Budget/Financial Impact

1. One time training expense of \$6,000 plus expenses
2. Monthly fee of \$2,305, a sliding scale based on permit numbers.

Recommendation

Staff recommends approval as presented.

Motion

I make a motion to approve a request to authorizing the city manager to negotiate and enter into an Interlocal Agreement with The South-Central Planning and Development Commission



City of Lucas

Item No. 08

**City Council Agenda Request
March 6, 2025**

("Licensor" or "SCPDC") for a suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software").

INTERLOCAL AGREEMENT FOR LICENSING MYGOVERNMENTONLINE (MGO) SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1 Lucas, Texas City of Lucas, located at 665 Country Club road Lucas Texas, 75002, in Collin County.

1.2 The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under State Act 472. The statute allows its member governmental entities to collaborate through SCPDC to provide long-range planning, act as a liaison with state and federal entities, provide guidance on current issues affecting government, and offer services to businesses and citizens.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into between the Licensee and SCPDC under Chapter 791 of the Government Code to license the Licensee to use the SCPDC Software under certain terms and conditions.

This INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between SCPDC and the Licensee and describes the terms and conditions under which SCPDC shall license to the Licensee the use of, and provide support for, certain Software (as defined below). In consideration of the mutual promises and the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all its terms and schedules, any addenda signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code, machine-readable copies of the Software, source code related to the Software, and any other proprietary information supplied to the Licensee by SCPDC or by the Licensee to SCPDC, and clearly marked as "Confidential Information," including all items defined as "Confidential Information" in any other agreement between the Licensee and SCPDC, whether executed before or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not wish proprietary information to be disclosed, each page must be clearly identified and marked as proprietary at the time of submittal, or alternatively, all proprietary information may be placed in a separate folder or appendix and clearly marked as proprietary. The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision on what information must be disclosed rests with the Texas Attorney General. Failure to mark information as proprietary will result in all unmarked information being deemed non-proprietary and available to the public. The City may choose to place unmarked information on its website or a similar public database without prior consent from SCPDC.

If any provision in this Agreement conflicts with the Texas Government Code, Chapter 552 (the "Public Information Act"), that provision will be void. The City and its officers and employees may request advice from the Attorney General regarding the application of the Public Information Act to any items furnished to the City. The City shall have no liability for the disclosure of any information in reliance on the Attorney General's opinion.

2.2 "DOCUMENTATION" means any online help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC that describe the use of the Software, either accompanying the Software or provided to the Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which the Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "UPDATES" refers to changes, improvements, or enhancements made to the SCPDC Software. Updates may include the addition of new features, improvements to existing functionality, bug fixes, or other modifications aimed at improving performance, usability, or security. Major Updates introduce significant new features or functionalities that enhance the overall capabilities of the software. Minor Updates include incremental changes, performance optimizations, routine maintenance, and minor feature enhancements. SCPDC retains sole discretion in determining the timing, content, and classification of Updates as Major or Minor. Unless otherwise stated, all Updates are deployed seamlessly to the system as part of the continuous improvement of the SCPDC Software.

2.6 "SOFTWARE" means the computer software programs specified in "Fee Schedule" and otherwise provided for Licensee use under this Agreement.

2.7 "USE" means the loading, utilization, storage, or display of the Software by the Licensee for its internal information processing and by end-users accessing the Licensee's website via the Internet.

2.8 "PERMIT" means any type of permit, including, but not limited to, new construction permits, building permits, structure renovation permits, mechanical permits, plumbing permits, gas permits, electrical permits, and sign permits. Multiple permits listed under one number will not be considered a single permit for calculating funds owed to MGO under this Agreement if applicable.

2.9 "LICENSE FEE(S)" means all payments due under this Agreement, including the permit volume package amount, custom quotes and payments for elected add-on modules as detailed in the fee schedule

2.10 "RESPONSE CENTER AND CONTACT PROCEDURE" refers to SCPDC's designated support center located at 5058 West Main Street, Houma, LA 70360, with hours of operation from 8:00 a.m. to 4:30 p.m. Licensee can contact the support team via telephone at 1-866-957-3764 or email at support@mygovernmentonline.org. The primary contact for inquiries or notices is Ryan Hutchinson, Chief Technology Officer (CTO).

2.11 "OPERATIONAL ACCEPTANCE (informally referred to as "live")": The point at which a billable software subscription, or any part thereof, is actively used by the jurisdiction to process real data in support of its operations. It is achieved when the software is utilized for real-world activities. Operational Acceptance may also be determined by (ii) the date the Licensor is notified in writing by MGO that the module's configuration is complete and ready for use, provided the Licensor does not object to its use within 30 days of notification.

2.12 BILLING START DATE: The date on which billing for a software subscription, as outlined in the "Fee Schedule," begins. Billing commences upon achieving "Operational Acceptance". If the Billing Start Date falls in the middle of a month, charges for that month will be prorated accordingly. Each Software Subscription may have a separate billing start date, depending on when the software subscription achieves Operational Acceptance.

2.13 SOFTWARE SUBSCRIPTION: A Software Subscription refers to a specific project type or module provided under this agreement, as identified in the fee schedule. Each subscription can be uniquely configured with distinct options and assigned to individual users.

SECTION 3. LICENSE, DELIVERABLES, AND COPIES

3.1 LICENSE GRANT

(a) (amended) Subject to the terms of this Agreement, MGO grants the Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use MGO's Software, accessible via the Internet, on one or more servers controlled by or on behalf of the Licensee, solely for the purpose of utilizing MGO's products. This includes internal use of the Software for providing services to customers, allowing access to the portal for permit research and requests. The license excludes sublicensing, uploading, transferring, or providing direct access to the Software to any third party without prior written consent, including access on a standalone basis. Documentation use is included in connection with this license. **Licensee acknowledges that MGO retains all intellectual property rights in and to the Software, including any enhancements, modifications, and derivative works. The Licensee has no ownership rights in the Software, its source code, or any related intellectual property rights.**

(b) OWNERSHIP: MGO retains all ownership rights, titles, and interests in the Software and reserves all rights not expressly granted. This license does not transfer intellectual property rights or title to the Software, Documentation, or related copyrights, patents, or trademarks. The Licensee may not:

- (i) Transfer or sublicense any copies of the Software to third parties.
- (ii) Modify, decompile, reverse-engineer, or access the source code of the Software.
- (iii) Copy the Software beyond necessary backups or disaster recovery purposes.
- (iv) Develop interface products or add-on modules for the Software without MGO's express written permission.

3.2 DELIVERABLES: MGO will provide a web address where the Licensee can access a unique "jurisdiction login" with individual usernames and passwords for authorized users.

3.3 COPIES: Copies of Documentation must retain all proprietary markings, titles, and notices, including copyright and trademark symbols.

SECTION 4. LICENSE RESTRICTIONS

4.1 LICENSEE LIMITATIONS: The Licensee agrees not to:

- (a) Sell, lease, license, or sublicense the Software or Documentation.
- (b) Decompile, disassemble, or reverse-engineer the Software.
- (c) Develop derivative or competitive software based on the Software or Confidential Information.
- (d) Use the Software on a service bureau basis.
- (e) Provide unauthorized third-party access to the Software without prior consent from MGO.

SECTION 5. LICENSE FEE

5.1 LICENSE FEE: The Licensee will pay fees specified in Schedule A, calculated based on Software use. Transactions housed outside the system to avoid fee obligations are prohibited.

5.2 TAXES: Both parties are tax-exempt, and no taxes are expected. Each party remains individually responsible for any applicable taxes on their employees or property.

5.3 NO OFFSET: The Licensee cannot withhold or offset payments owed under this Agreement against other amounts.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 OBLIGATION: The Licensee must remain current on fee payments to receive Maintenance and Support as outlined in Schedule C. Failure to pay fees is a material breach and may lead to termination of support rights under this Agreement and deactivation of Licensee user accounts.

6.2 SERVICE LEVEL AGREEMENT (SLA) OF MAINTENANCE AND SUPPORT: Maintenance and Support shall be provided based on the severity of the issue reported. For Tier 1 (Low Priority, Non-Critical Issues), SCPDC will respond within one (1) business day, document the issue, and evaluate it for potential inclusion in a future product update. For Tier 2 (Medium Priority, Minor Service Interruptions or Workarounds Required), SCPDC will respond within six (6) hours during standard business hours and provide a patch or workaround within five (5) business days, with the issue resolved or documented in a future product update. For Tier 3 (High Priority, Critical System Failures or Major Service Interruptions), SCPDC will respond within three (3) hours during standard business hours and provide a patch or workaround by the next business day, with a full resolution or documentation included in a future product update. SCPDC will make reasonable efforts to adhere to these response times but reserves the right to prioritize issues to ensure overall system stability and alignment with the development roadmap.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 WARRANTY: MGO warrants that the Software will perform as documented under normal use during the contract term. In cases of non-conformance, MGO will repair or replace the Software. This warranty applies only if:

- (a) The Software is used properly according to instructions.
- (b) No unauthorized modifications have been made.
- (c) No deviations from Documentation were requested by the Licensee.

Pre-production versions are provided "as-is."

7.2 DISCLAIMER: MGO disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. MGO is not responsible for Software issues arising from non-MGO alterations.

7.3 LIMITATION OF LIABILITY: MGO's liability will not exceed the License Fee paid. MGO is not liable for lost profits, business interruptions, or other indirect damages.

7.4 ALLOCATION OF RISK: The terms reflect the allocation of risk and the limitations of liability.

7.5 CLAIMS: Claims must be brought within one year of the cause of action. A cause of action is deemed to occur when the breach.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE: Neither party shall be liable for failure to perform its obligations under this Agreement (except for payment obligations) if such failure is due to any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, war, terrorism, strikes, civil disturbance, governmental regulations, fire, flood, natural disaster, or failure of third-party service providers or other technology failures. The party affected by a Force Majeure event shall notify the other party promptly and use commercially reasonable efforts to

mitigate the impact of the Force Majeure event. If the Force Majeure event persists for more than 30 days, either party may terminate this Agreement by providing written notice to the other party.

SECTION 9: OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 OWNERSHIP OF INTELLECTUAL PROPERTY: MGO retains all right, title, and interest in and to the Software, Documentation, and any other materials related to the Software, including any intellectual property rights, patents, copyrights, trademarks, and trade secrets associated with the Software. Nothing in this Agreement shall be construed as transferring any intellectual property rights to the Licensee. The Licensee agrees not to challenge, dispute, or interfere with MGO's ownership rights in the Software, Documentation, or any related intellectual property.

9.2 NO TRANSFER OF INTELLECTUAL PROPERTY: The Licensee acknowledges that this Agreement grants only a limited license to use the Software as specified in Section 3.1, and no other rights or licenses in or to any intellectual property of MGO are granted. Any modifications, customizations, or derivative works made by the Licensee or on its behalf shall be the exclusive property of MGO, and the Licensee agrees to assign any rights it may have in such works to MGO without further compensation.

SECTION 10: LICENSEE DATA

10.1 OWNERSHIP OF DATA: SCPDC agrees that all data created by Licensee in the Software system belongs solely to the Licensee and shall be subject to the terms and conditions set forth in this Agreement regarding Licensee Data. To the extent permitted by law, in the event of the termination or nonrenewal of this Agreement, SCPDC warrants that Licensee's data and any information stored by SCPDC as a result of the Licensee's use of the SCPDC Software will be returned to the Licensee in a commercially reasonable format.

SECTION 11: PROJECT ABANDONMENT

11.1 ABANDONMENT OF DEVELOPMENT AND SUPPORT: Should SCPDC abandon development and support of the MyGovernmentOnline (MGO) system, SCPDC agrees to license the last stable source code release of the Software to the Licensee under an open-source license agreement. The specific open-source license agreement, such as GNU or another comparable license, will be selected by SCPDC at the time of abandonment.

SECTION 12. WAIVER

No waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement will be effective unless in writing. A party's failure, neglect, or delay in enforcing any provision, right, or remedy under this Agreement will not be deemed a waiver of those rights or remedies. Such inaction will not affect the validity or enforceability of any provision of this Agreement or prejudice the party's right to take future action. Except as expressly stated in this Agreement, the exercise or enforcement of any right or remedy under this Agreement will not preclude the enforcement of any other right or remedy available by law or under this Agreement.

SECTION 13. SEVERABILITY

If any term, condition, or provision of this Agreement is found to be invalid, unlawful, or unenforceable, the parties will work in good faith to amend the Agreement to reflect its original intent as closely as possible. If no agreement can be reached, the invalid term, condition, or provision will be severed, and the remaining terms, conditions, and provisions will remain valid and enforceable to the fullest extent permitted by law.

SECTION 14. TERM AND TERMINATION

SCPDC will provide the Licensee with a valid license to use the Software, along with Maintenance and Support, beginning on the Effective Date for an initial term of two (2) years. After the initial term, the license, Maintenance, and Support will automatically renew for successive one (1)-year terms unless the Licensee provides SCPDC with written notice of non-renewal at least ninety (90) days before the expiration of the current term. In consideration of the no upfront cost for the license, configuration, and implementation, the Licensee agrees to pay all monthly fees for the entire initial term before cancellation of the agreement is permitted.

SECTION 15. STANDARD TERMS OF LICENSEE

Any terms, provisions, or conditions set forth in a purchase order, acknowledgment, or other business form issued by the Licensee in connection with the acquisition or licensing of the Software will have no effect on the parties' rights, duties, or obligations under this Agreement. Such terms will not modify this Agreement, regardless of SCPDC's failure to object to them.

SECTION 16. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by a written document signed by both parties.

SECTION 17: FEE SCHEDULE

12.1 EXPENSES. The License Fee and service fees do not include Reimbursable Expenses. SCPDC will invoice the Licensee for any identified Reimbursable Expenses, which the Licensee agrees to reimburse promptly. Reimbursable Expenses are defined as costs incurred directly in connection with Authorized On-Site Visits and other services performed under this Agreement, specifically related to travel and transportation, unless otherwise agreed upon in writing. Reimbursement for lodging, mileage, and meals will be based on the Federal GSA per diem rates published on GSA.gov. Travel expenses, including car rentals and airline tickets, will be reimbursed at actual cost. A 10% administrative fee will be applied to the total of all reimbursable expenses.

The Licensee may also elect to pay a flat rate of \$3,000 per trainer per trip, not to exceed five (5) business days. Reimbursable Expenses will be invoiced as soon as practical, and the Licensee is expected to provide payment within 30 days of the invoice date.

12.2 AUTHORIZED ON-SITE VISIT. An "Authorized On-Site Visit" refers to any visit by SCPDC's support staff or trainers to the Licensee's facilities to provide training or other services mutually agreed upon by both parties. Site visits will only be scheduled and conducted after receiving explicit authorization from the jurisdiction. The scope and timing of any on-site visit will be agreed upon in advance.

12.3 LICENSE FEES. The License Fee is billed monthly unless the jurisdiction requests a different payment schedule, which must be mutually agreed upon by the Licensor.

The License Fee is described in this section. If the License Fee is left blank, it is considered unintentional, and the contract shall not be valid, even if signed. License Fees must be specified for any provisions of this Agreement to be valid.

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

MONTHLY RATE	SOFTWARE SUBSCRIPTION						
Permit Volume	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration		Fire Inspections	Health
101 - 500	\$300.00	\$200.00	\$100.00	\$230.00		\$200.00	\$200.00
500 - 750	\$425.00	\$225.00	\$150.00	\$230.00		\$225.00	\$225.00
751 - 1000	\$650.00	\$375.00	\$200.00	\$230.00	\$350.00	\$250.00	\$250.00
1001 - 1250	\$1,000.00	\$525.00	\$250.00	\$230.00		\$275.00	\$275.00
1251 - 1500	\$1,150.00	\$600.00	\$300.00	\$230.00		\$300.00	\$300.00
1501 - 1750	\$1,300.00	\$675.00	\$350.00	\$230.00		\$350.00	\$350.00
1751 - 2000	\$1,450.00	\$750.00	\$400.00	\$230.00		\$400.00	\$400.00
2000 – 2500	\$1,650.00	\$875.00	\$450.00	\$230.00		\$450.00	\$450.00
2500 - 3000	\$1,750.00	\$975.00	\$500.00	\$230.00		\$500.00	\$500.00
3001 - 3500	\$1,850.00	\$1,175.00	\$550.00	\$230.00		\$550.00	\$550.00
3501 - 4000	\$2,000.00	\$1,275.00	\$600.00	\$230.00		\$600.00	\$600.00

ANNUAL PERMIT VOLUME OVER 4,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the **101-500 Permit Volume** package. Billing for each software subscription will follow a levelized billing system, commencing upon the achievement of “Operational Acceptance.” Different software subscriptions may have separate “Billing Start Dates” based on when they individually achieve “Operational Acceptance.” The monthly fee for each subscription will correspond to the Permit Volume package row in the pricing table. Volumes for subscriptions unrelated to permitting will not impact the row used; only the Permit Volume determines the applicable row. If, at any point during a calendar year, the total number of permits exceeds the agreed Permit Volume package by 20%, the Licensee will automatically be upgraded to the higher monthly rate associated with the new Permit Volume. However, if the jurisdiction exceeds its current package by up to 20%, the higher package will not be applied until the start of the jurisdiction’s next budget year.

Software Subscriptions Provided Under a Custom Quote: NA

Additional Subscriptions Available (Not Included in This Agreement): Comprehensive ERP Functionality, Virtual Inspections, Public Works, Fleet Maintenance, Asset Management, GPS Tracking, and Grant Management.

Other Modules:

Public Works: \$350.00 Monthly

12.4 SERVICE FEES. Custom services outside the scope of this Agreement, as mutually agreed upon by the Licensee and Licensor, will be executed through a written scope of services at an hourly rate of \$100. For payment provider integrations or changes, a one-time fee of \$100 applies for integrations with previously supported payment providers. A one-time fee of \$500 applies for integrations with new, unsupported payment providers.

Data import services will be provided at no additional cost if the agreed-upon work does not exceed 30 hours. If the data import requires more than 30 hours, the Licensee will be notified, and SCPDC will provide a detailed quote outlining the scope of work and estimated hours. Work exceeding the initial 30 hours will only proceed after the Licensee provides written approval of the quote. There is no additional charge for ongoing setup and configuration of the software unless otherwise specified in writing.

12.5 OTHER TERMS. SCPDC will invoice the Licensee at the beginning of each month. All invoices are due within 30 days of the invoice date. Payments will be processed in accordance with the Licensee's standard payment procedures. In the event of non-payment, SCPDC reserves the right to suspend services until outstanding balances are paid in full. Any disputes over invoices must be raised within 15 days of the invoice date, otherwise, the amounts will be considered final and payable. Licensing fees will commence accruing on the billing start date. Monthly fees are subject to an annual adjustment of up to 3%. This adjustment will take effect at the beginning of each calendar year, provided the Jurisdiction is notified in writing at least 30 days in advance.

SIGNATURES

LICENSOR: South Central Planning & Development Commission (SCPDC)

Kevin Belanger, CEO

Date:_____

LICENSEE:

John Whitsell City Manager, City of Lucas

Date:_____



City Council Agenda Request March 6, 2025

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider authorizing the city manager to reject all design-build proposals for an accessory structure for Lucas Fire Rescue.

Background Information

Staff brought forward an accessory building for Lucas Fire Rescue with a proposal of \$616,678 during the budgeting process. The council approved staff going out for bids for a project in the price range of \$616,678. The lowest bid received was from Jones Brother Construction in the amount of \$573,459. This bid was rejected for not including a bid bond. The next two bids, Fast General Contracting (\$660,000) and The Nay Company (\$843,258) were not within budget. Staff is confident that if we rebid this project that we can have a qualified bid within our budget.

Attachments/Supporting Documentation

1. Jones Brothers Bid
2. The Nay Company Bid
3. Fast General Contracting Bid

Budget/Financial Impact

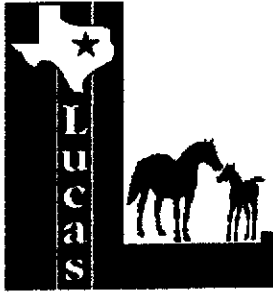
1. \$616,678

Recommendation

Staff recommends looking at potential cost saving changes, and going back out for bid to stay in the proposed budget amount.

Motion

I make a motion to approve a request authorizing the city manager to reject all design-build proposals for an accessory structure for Lucas Fire Rescue.



CITY OF LUCAS

REQUEST FOR PROPOSAL (RFP# 033-25)

**Project Title: LUCAS FIRE RESCUE DESIGN & BUILD
ACCESSORY BUILDING**

Proposal Opening Date: 2:00pm (Local Time)
Wednesday, February 26th

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 City Council approval is required).
- ☒ 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.

CITY OF LUCAS BIDDER CERTIFICATION

This sheet must be completed and signed

C P M CONSTRUCTION DBA JONES BROTHERS CONSTRUCTION
LEGAL NAME OF CONTRACTING COMPANY

75-2725144
I.D. # (Company or Corporation)

214-535-7779
TELEPHONE NUMBER

CRAIG JONES
CONTACT PERSON

NA
FACSIMILE NUMBER

OWNER
TITLE

505 Winding Ln
COMPLETE MAILING ADDRESS

McKinney TX
CITY & STATE

75072
ZIP CODE

daj 0860@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

2-24-25
DATE

CRAIG JONES
PRINTED NAME

OWNER
TITLE

Plumbing:

Rough in Restroom only.

Install 3 floor drains in bay area and 1 in training room.

Electrical Service:

300amp 240-volt single phase with utility company fees included.

Hard wire, all Garage door openers and grill-grate doors.

Lighting:

12 LED low bays, 6 2x4 LEDs, 9 LED wall packs, 4 emergency lights.

Receptacles:

12 GA receptacles.

3-30amp 240-volt single phase cord drops.

12 GFI receptacles.

10-15amp 120-volt outlets on six circuits.

6-20amp 120-volt dedicated circuits on ceiling.

12-20amp 120-volt receptacles.

HVAV:

4-5,000-watt infrared heaters Hard wired

4-8,000-watt electric forced air Hard wired

2 HVLS 16 ft Hunter Fans Hard wired

HVAC - 2 Head Mini Split System

Item#	Description	Notes	Price
1	Design		57,345 ⁹⁰
2	Building		516,113 ¹⁰

Total price: 573,459⁰⁰

SPECIFICATIONS/SCOPE/PRICE

The City of Lucas is seeking bids for a **Lucas Fire Rescue Accessory Building Design/Build:**

Main Building 3 Bays with conditioned storage and future restroom.

Building Shell:

63x63 Steel Building 16 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. 22" 44# Free Span I Beam Rafters, 18 " 35# Posts, 26 gauge R-Panel Siding and Roof. Premium trim package includes Rake, Corner Ridge Roll, 4" eave and header trim.
2 3x7 Walk Doors.

Construction subject to change with engineered plans.

Concrete Slab - 3969 Sq. ft. slab 6 inch thick with 1/2 inch Rebar. 12x20" Concrete Beams with 1/2 inch Rebar Smooth Finish. 4000 PSI Concrete.

Concrete Flat Work - 6000 sq. ft. Concrete Flat Work 6 inch thick with 1/2 inch Rebar 16 inch centers. Brushed finish 4000 PSI Concrete.

Pad and Dirt Work - 400 yards of select fill pad sand and machine dirt work.

Overhead Doors - 4-14x14 insulated panel garage doors.
4 Lift master Draw bar operators. 1 remote each.
2-14x12 ft. 6 inch clear Anodized grilles 9" straight pattern.

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

Engineering and Architect Fee - Full set of engineered plans Foundation, Civil, Structural, Elevations and Geotechnical report.

Interior Build Out:

Interior walls to be Cender Block with no paint.
Install 2 Hollow metal Steel Doors and Frames.
2nd Story Sub floor with 1 inch tongue & groove decking.
There are no stairs or railing in this proposal.

C.P.M. CONSTRUCTION DBA JONES BROS. CONSTRUCTION
COMPANY NAME

CRAIG JONES OWNER
AUTHORIZED AGENT TITLE

505 Winding Ln. McKinney TX 75072
STREET ADDRESS AND /OR P.O. BOX NO.

McKinney TX 75072
CITY STATE ZIP CODE

214-535-7779 NA
PHONE FAX

REFERENCES

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

1. COMPANY NAME: Joe HilBourN
ADDRESS: 665 COUNTRY CLUB RD. PHONE: 469-223-2975
CONTACT PERSON: Joe HilBourN TITLE: Development Services Director
2. COMPANY NAME: City of Lucas
ADDRESS: 665 COUNTRY CLUB RD. PHONE: 469-628-5586
CONTACT PERSON: Jeremy Bogle TITLE: Publics Work Director
3. COMPANY NAME: Thermo Fisher
ADDRESS: 1321 NORTH PLANK RD Richardson PHONE: 469-939-4583
CONTACT PERSON: TRAVIS BROWN TITLE: Facilities Manager

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.

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.

NIA

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

2-24-25
Date

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>

CPM CONSTRUCTION DBA JONES BROS. CONSTRUCTION
Company Name

Craig Jones
Signature of Authorized Official

OWNER
Title of Authorized Official

2-24-25
Date

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

Revised Proposal

November 7, 2024

**Job RE: City of Lucas Fire Department Auxiliary Building
Attn: Joe Hilbourn**

Main Building (Shell Only)

**63x63 Steel Building 16 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. 22" 44# Free Span I Beam Rafters,
18 " 35# Posts, 26 gauge R-Panel Siding and Roof. Premium trim
package, includes Rake, Corner Ridge Roll, 4" eave and header trim.
2 3x7 Walk Doors.**

Construction subject to change with engineered plans.

**Concrete Slab - 3969 Sq. ft. slab 6 inch thick with 1/2 inch
Rebar. 12x20" Concrete Beams with 1/2 inch Rebar Smooth
Finish. 4000 PSI Concrete.**

**Concrete Flat Work - 6000 sq. ft. Concrete Flat Work 6 inch
thick with 1/2 inch Rebar 16 inch centers. Brushed finish 4000
PSI Concrete.**

**Pad and Dirt Work - 400 yards of select fill pad sand and machine
dirt work.**

**Overhead Doors - 4-14x14 insulated panel garage doors. 4 Liftmaster
Draw bar operators. 1 remote each. 2-14x12 ft. 6 inch clear Anodized
grilles 9" straight pattern.**

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

**Engineering and Architect Fee - Full set of engineered plans
Foundation, Civil, Structural, Elevations and Geotechnical report.**

446,699.00

Interior walls to be Block with no paint.	15,000.00
Install 2 Hollow metal Steel Doors and Frames	2,100.00
HVAC - 2 Head Mini Split System	7,200.00
Plumbing - Rough in Restroom only - Install 3 floor drains in bay area and 1 in training room	10,350.00
Electrical - See attached Sheet	92,110.00
Total	573,459.00

2nd Story Sub floor with 1 inch tongue & groove decking.

There are no stairs or railing in this proposal.

Total 8,625.00

***This is an estimate only**

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

***Bond Fee not included**

Thank you.

Jones Brothers Construction

Revised

QUOTE		Remit Payment To:	
		Bill's Quality Electric, LLC	
		4100 Eldorado Parkway	
		Suite 100 #313	
		McKinney, TX 75070	
		214.697.3134	
		TECL#23426	
			www.tdlr.texas.gov
			REGULATED BY TX DEPT
			Of Licensing and Regulation
			P. O. Box 12157, AUSTIN, TX 78741
			800.803.9202 512.463.6599
DATE:	November 7, 2024		
CUSTOMER:	CPMJ Construction		
ATTN:	Craig Jones		
EMAIL:	DCJ0860@yahoo.com		
REF: JOB AT	Lucas Fire Department		
	4,000 square ft garage		
	12 LED low bays		
	6 2x4 LEDs		
	300 amp 240 volt single phase service		
	2 HVLS 16 ft Hunter Fans		
	Wiring of 3 door opener motors		
	3 30 amp 240 volt single phase cord drops		
	9 LED wall packs		
	12 GFI receptacles		
	8 motion sensors		
	4 emergency lights		
	4 5,000 watt infrared heaters		
	4 8,000 watt electric forced air heaters		
	1 mini split HVAC unit		
	10 15 amp outlets on six circuits	2,500.00	Additions
	6 20 amp 120 volt dedicated circuits on ceiling	1,200.00	11
	12 20 amp 120 volt receptacles \$180 each	2,160.00	11
	\$10,000 in utility company fees included in this price		
SUBTOTAL: \$			This address does not receive mail: Physical Address:
TAX: \$			1700 S Central Expy
TOTAL QUOTE: \$			McKinney TX 75070

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:
2025-1273123

Date Filed:
02/24/2025

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.

033-25

Design and build a metal accessory building for the Lucas Fire Rescue department.

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.



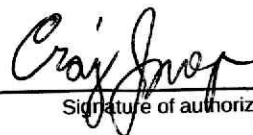
6 UNSWORN DECLARATION

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

My address is 505 Winding Ln (street), McKinney (city), TX (state), 75071 (zip code), USA (country).

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

Executed in Collin County, State of TX, on the 24 day of Feb, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



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

Received
02/24/25
10:56 am

Bid title: LUCAS FIRE RESCUE DESIGN & BUILD ACCESSORY BUILDING
Bid Number RFP#033-25
Opening Date WEDNESDAY, FEBRUARY 26, 2025
Opening Time 2:00 PM

Jones BROTHERS Construction

02/26/25
five 1:19.



Bid Proposal

Lucas Fire Rescue Design & Build Accessory Building (RFP# 033-25)

PREPARED FOR:

City of Lucas

Attn: Linezka Osorio/Purchasing Coordinator

665 Country Club Road

Lucas, Texas 75002

Proposal Opening Date: February 26th, 2025, 2:00pm (local time)





CODY WESTMORELAND

TELEPHONE (817) 201 4722

CODY@FASTCC.COM WWW.FASTCC.COM



IVAN AGUILAR

TELEPHONE (817) 228-2563

IVAN@FASTCC.COM WWW.FASTCC.COM

Plumbing:

Rough in Restroom only.
Install 3 floor drains in bay area and 1 in training room.

Electrical Service:

300amp 240-volt single phase with utility company fees included.
Hard wire, all Garage door openers and grill-grate doors.

Lighting:

12 LED low bays, 6 2x4 LEDs, 9 LED wall packs, 4 emergency lights.

Receptacles:

12 GA receptacles.
3-30amp 240-volt single phase cord drops.
12 GFI receptacles.
10-15amp 120-volt outlets on six circuits.
6-20amp 120-volt dedicated circuits on ceiling.
12-20amp 120-volt receptacles.

HVAV:

4-5,000-watt infrared heaters Hard wired
4-8,000-watt electric forced air Hard wired
2 HVLS 16 ft Hunter Fans Hard wired

HVAC - 2 Head Mini Split System

Item#	Description	Notes	Price
1	Design		Eleven thousand and $\frac{0}{100}$ \$11,000.00
2	Building		Six-hundred forty nine thousand and $\frac{0}{100}$ \$649,000.00

Total price: \$660,000.00

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 City Council approval is required).
- ☒ 7. W-9 form (New Vendors)
- ☐ 8. The mailing envelope has been addressed to: *In-person*

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.

**CITY OF LUCAS
BIDDER CERTIFICATION**

This sheet must be completed and signed

Fast General Contracting LLC
LEGAL NAME OF CONTRACTING COMPANY

EIN 35-2478286
I.D. # (Company or Corporation)

(817) 201-4722
TELEPHONE NUMBER

FACSIMILE NUMBER

Cody Westmoreland
CONTACT PERSON

Senior Project Manager
TITLE

6851 NE Loop 820, suit 315
COMPLETE MAILING ADDRESS

North Richland Hills, TX
CITY & STATE

76180
ZIP CODE

Cody@fastcc.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.

[Signature]
SIGNATURE

2/26/25
DATE

Cody Westmoreland
PRINTED NAME

Senior Project Manager
TITLE

SPECIFICATIONS/SCOPE/PRICE

The City of Lucas is seeking bids for a **Lucas Fire Rescue Accessory Building**
Design/Build:

Main Building 3 Bays with conditioned storage and future restroom.

Building Shell:

63x63 Steel Building 16 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. 22" 44# Free Span I Beam Rafters,
18 " 35# Posts, 26 gauge R-Panel Siding and Roof. Premium trim package includes
Rake, Corner Ridge Roll, 4" eave and header trim.
2 3x7 Walk Doors.

Construction subject to change with engineered plans.

Concrete Slab - 3969 Sq. ft. slab 6 inch thick with 1/2 inch
Rebar. 12x20" Concrete Beams with 1/2 inch Rebar Smooth
Finish. 4000 PSI Concrete.

Concrete Flat Work - 6000 sq. ft. Concrete Flat Work 6 inch
thick with 1/2 inch Rebar 16 inch centers. Brushed finish 4000 PSI Concrete.

Pad and Dirt Work - 400 yards of select fill pad sand and machine dirt work.

Overhead Doors - 4-14x14 insulated panel garage doors.
4 Lift master Draw bar operators. 1 remote each.
2-14x12 ft. 6 inch clear Anodized grilles 9" straight pattern.

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

Engineering and Architect Fee - Full set of engineered plans Foundation, Civil,
Structural, Elevations and Geotechnical report.

Interior Build Out:

Interior walls to be Cender Block with no paint.
Install 2 Hollow metal Steel Doors and Frames.
2nd Story Sub floor with 1 inch tongue & groove decking.
There are no stairs or railing in this proposal.



Fast General Contracting LLC
COMPANY NAME

Cady Westmoreland Senior Project Manager
AUTHORIZED AGENT TITLE

6851 NE Loop 820, suit 315
STREET ADDRESS AND /OR P.O. BOX NO.

North Richland Hills TX 76180
CITY STATE ZIP CODE

(817) 201-4722
PHONE FAX

REFERENCES

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

1. COMPANY NAME: City of Houst
ADDRESS: 1505 Precinct Line Rd PHONE: (817) 474-8903
CONTACT PERSON: Kristen Goodman TITLE: GM- Conf. Center

2. COMPANY NAME: Desi Mandi
ADDRESS: 420 E Round Grove st 700, Lewisville TX PHONE: (469) 964 2729
CONTACT PERSON: Srikanth Dantala TITLE: Manager

3. COMPANY NAME: City of Burleson
ADDRESS: 141 W Renfro St, Burleson, TX PHONE: (682) 312-2765
CONTACT PERSON: Jessica Martinez TITLE: Recreation Manager

Not Applicable - None

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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.		
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  Signature of person doing business with the governmental entity <u>2/16/25</u> Date		

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) _____, 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>

Fast General Contracting LLC
Company Name


Signature of Authorized Official

Senior Project Manager
Title of Authorized Official

2/26/25
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

East General Contracting LLC

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 goods or services to be provided under the contract.

FIN 35-2478286

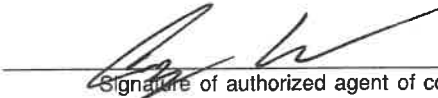
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cody Westmoreland, this the 26th day of February, 2025, to certify which, witness my hand and seal of office.

 Kathleen Stillitano Operations Manager
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fast General Contracting LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6851 NE Loop 820, suite 315

6 City, state, and ZIP code
North Richland Hills, TX 76180

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or
Employer identification number

3	5	-	2	4	7	8	2	8	6
---	---	---	---	---	---	---	---	---	---

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **2/26/25**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
• Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)



DATE (MM/DD/YYYY)
10/08/2024

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 Insurance For Texas 425 W Bedford Euless Rd Hurst, TX 76053	CONTACT NAME: Rebecca	
	PHONE (A/C, NO, EXT): 817-714-3388	FAX (A/C, NO):
	E-MAIL ADDRESS: gbrowninsurance@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CRC Group Evanston	
INSURED Fast General Contractors 6851 NE Loop 820 #315 North Richland Hills, TX 76180	INSURER B: Progressive	
	INSURER C: Texas Mutual	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICY											
INSR LTR	TYPE OF INSURANCE			ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒	COMMERCIAL GENERAL LIABILITY		Y	Y	3AA830695	10/11/2024	10/11/2025	EACH OCCURRENCE	\$ 2,000,000	
	☐	CLAIMS-MADE	☒						OCCUR	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000
	☐								MED EXP (Any one person)	\$ 5,000	
	☐								PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 4,000,000	
	☐	POLICY	☒ PROJECT						☐ LOC	PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:									\$	
	AUTOMOBILE LIABILITY			Y	Y	980976489	05/08/2024	05/08/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	
	☒	ANY AUTO							BODILY INJURY (Per person)	\$ 30,000	
	☐	OWNED AUTOS ONLY	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$ 60,000	
	☐	HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ 25,000	
	☐									\$	
	☒	UMBRELLA LIAB	☒	OCCUR	EZXS3177495	10/29/2024	10/29/2025	EACH OCCURRENCE	\$ 3,000,000		
	☐	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	\$ 3,000,000		
	☒	DED	☐	RETENTION \$					\$		
	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY			N/A					☐ PER STATUTE	☐ OTHER	\$
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								☐	E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below									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

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 Rebecca St Germain



McCauley Bond Agency

CONTRACT BOND REQUEST FORM

NOTE: PLEASE SUBMIT ALL COMPLETED REQUEST FORMS TO BONDS@MCCAULEYBONDS.COM

Bond Type: ☒ Bid Bond ☐ Performance Bond ☐ Payment Bond ☐ Maintenance Bond
Number of Executed Sets: One
Date and Time Bond is Needed: 02/26/25 2 PM
Required Bond Forms: ☒ Yes (Attached) ☐ No
Submission Type: ☒ Physical ☐ Electronic

GENERAL INFORMATION

Contractor: Fast General Contracting LLC
Contractor's Address: 6851 NE Loop 820 suit 315, North Richland Hills, TX

Bond Mailing Address: 665 Country Club Rd., Lucas, TX 75002

Obligee (Bond Payable To): City of Lucas
Obligee's Address: 665 Country Club Rd., Lucas, TX 75002

Legal Project Name: Lucas Fire Rescue Design/Build Accessory Building
(Include Identifying Numbers) RPF 033-25
Job Location: 165 Country Club Rd., Lucas, TX 75002
Scope of Work: New metal accessory building

Estimated Start Date: April 2025 Work On Hand: _____
Completion Time: 4 months Penalties/Damage: Not Specified
Warranty Period: 1 Year Retainage: 5%

BID BOND INFORMATION

Bid Date & Time: 02/26/25 2 PM Estimated Bid: 700,00
Bid Opening Location: 665 Country Club Rd., Lucas, TX 75002 Bid Bond % / \$: 5%

PERFORMANCE, PAYMENT OR MAINTENANCE BOND INFORMATION

Contract Date: _____ Contract Amount: _____
Payment Bond Amt: _____ % Perf. Bond Amount: _____ %
Maint. Bond Amt: _____ % Maint. Period: _____

NOTE: PLEASE INCLUDE A COPY OF THE BID SPECS OR CONTRACT FOR ALL BONDS.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Fast General Contracting LLC
6851 NE Loop 820, Ste. 315,
North Richland Hills, TX 76180

OWNER:

(Name, legal status and address)
City of Lucas
665 Country Club Road,
Lucas, TX 75002

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)
Lucas Fire Rescue Design/Build Accessory Building
165 Country Club Rd., Lucas, TX 75002

SURETY:

(Name, legal status and principal place
of business)
Great Midwest Insurance Company
800 Gessner Rd, Ste. 600,
Houston, TX 77024

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

Project Number, if any: RFP# 033-25

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 25th day of February, 2025

(Witness)

(Witness) Crosby Guercio

Fast General Contracting LLC

(Principal)

(Seal)

(Title)

Great Midwest Insurance Company

(Surety)

(Seal)

(Title)

Sean McCauley, Jr., Attorney in Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Sean McCauley, Jr., Sam Duckett, Bridget Truxillo, Sarah Timmons, Ashlyn Simchik, Jarrod Yost, Liam Hackett, Thomas Guercio

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

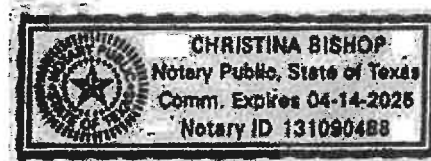


BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of February, 2025.



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Texas Department of Insurance



Certificate No. 15063

Company No. 07-005785

Certificate of Authority

THIS IS TO CERTIFY THAT

GREAT MIDWEST INSURANCE COMPANY

HOUSTON, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Inland Marine; Ocean Marine; Aircraft--
Liability & Physical Damage; Accident; Health; Workers' Compensation &
Employers' Liability; Employers' Liability; Automobile--Liability &
Physical Damage; Liability other than Automobile; Fidelity & Surety;
Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit and
Reinsurance on all lines authorized to be written on a direct basis

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is
revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of
office at Austin, Texas, this

20th day of December A.D. 2010

MIKE GEESLIN
COMMISSIONER OF INSURANCE

BY

Godwin Ohaechesi

Godwin Ohaechesi, Director
Company Licensing & Registration

14x14 insulated panel garage doors (Typ.)

A

63' x 63' STEEL BUILDING

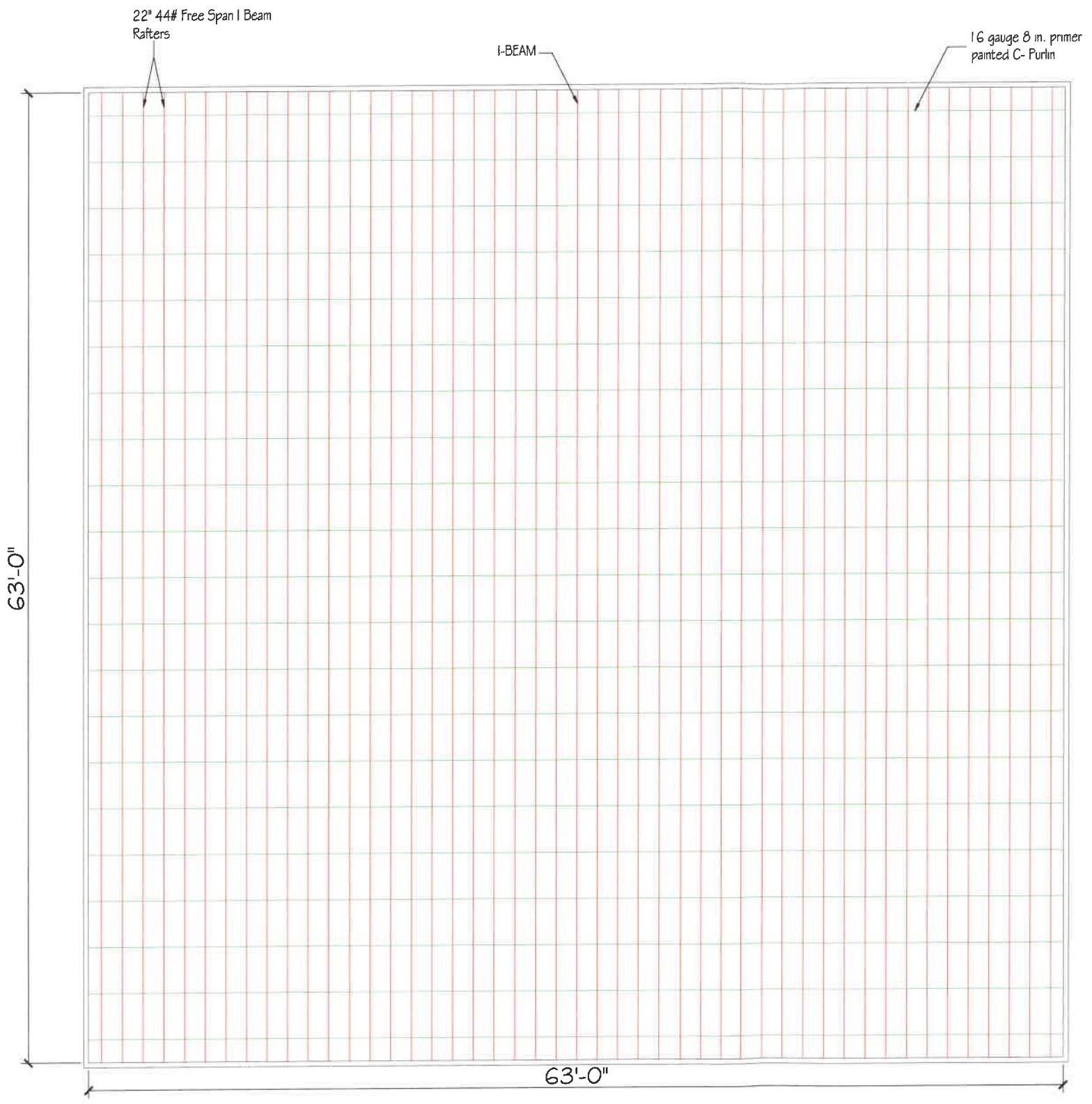
SPACE FOR FUTURE
RESTROOM
6' X 10'

Plan

63'-0"

63'-0"

1	ISSUED FOR REVIEW		
No.	Revisions/Submissions		
LUCAS FIRE RESCUE DESIGN & BUILD ACCESSORY BUILDING			
<i>fast</i> GENERAL CONTRACTING LLC			
Drawing Title			
FLOOR PLAN			
	Scale : 3/32" = 1'	Drawn	Checked
		Project No.	
		Date	
		Drawing No.	
		AI	



Roof Plan

1	ISSUED FOR REVIEW	
No.	Revisions/Submissions	
LUCAS FIRE RESCUE DESIGN & BUILD ACCESSORY BUILDING		
Drawing Title		
ROOF PLAN		
	Scale : 3/32" = 1'	Drawn
		Checked
		Project No.
		Date
		Drawing No.
		A2

SUMBITTED BY:
THE NAY COMPANY



SUBMITTED TO:
City of Lucas

AT

**665 COUNTRY CLUB ROAD
LUCAS, TEXAS 75002**

ATTN: LINEZKA MADURO/PURCHASING COORDINATOR

**REQUEST FOR PROPOSAL
FOR
LUCAS FIRE RESCUE ACCESSORY BUILDING**

WEDNESDAY FEBRUARY 26, 2025 @ 2:00PM

CITY OF LUCAS BIDDER CERTIFICATION

This sheet must be completed and signed

THE NAY COMPANY

LEGAL NAME OF CONTRACTING COMPANY

75-1164883

I.D. # (Company or Corporation)

972-937-1652

TELEPHONE NUMBER

972-923-2517

FACSIMILE NUMBER

DOUG PATE

CONTACT PERSON

COMMERCIAL SALES MANAGER

TITLE

PO BOX 605

COMPLETE MAILING ADDRESS

WAXAHACHIE, TX 75168

CITY & STATE

75168

ZIP CODE

DPATE@THENAYCOMPANY.COM

EMAIL ADDRESS

Indicate all that apply:

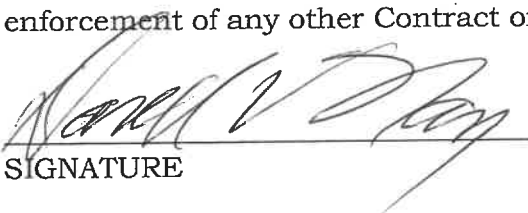
☐ **Minority-Owned Business Enterprise**

☐ **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.


SIGNATURE

02/24/25

DATE

DARELL V. NAY

PRINTED NAME

PRESIDENT

TITLE

Plumbing:

Rough in Restroom only.

Install 3 floor drains in bay area and 1 in training room.

Electrical Service:

300amp 240-volt single phase with utility company fees included.

Hard wire, all Garage door openers and grill-grate doors.

Lighting:

12 LED low bays, 6 2x4 LEDs, 9 LED wall packs, 4 emergency lights.

Receptacles:

12 GA receptacles.

3-30amp 240-volt single phase cord drops.

12 GFI receptacles.

10-15amp 120-volt outlets on six circuits.

6-20amp 120-volt dedicated circuits on ceiling.

12-20amp 120-volt receptacles.

HVAV:

4-5,000-watt infrared heaters Hard wired

4-8,000-watt electric forced air Hard wired

2 HVLS 16 ft Hunter Fans Hard wired

HVAC - 2 Head Mini Split System

Item#	Description	Notes	Price
1	Design		\$ 53,333.00
2	Building		\$789,925.00

Total price: \$843,258.00

THE NAY COMPANY

COMPANY NAME

DARELL V. NAY
AUTHORIZED AGENT

PRESIDENT
TITLE

PO BOX 605, WAXAHACHIE, TX 75090
STREET ADDRESS AND /OR P.O. BOX NO.

WAXAHACHIE
CITY

TX
STATE

75168
ZIP CODE

972-937-1652

972-923-2517

PHONE

FAX

REFERENCES

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

1. COMPANY NAME: **CITY OF WAXAHACHIE**

ADDRESS: **401 ROGERS STREET, WAXAHACHIE, TX 75165** PHONE: **469-309-4021**

CONTACT PERSON: **SHON BROOKS** TITLE: **EXE. DIRECTOR OF DEVELOPMENT
SERVICES**

2. COMPANY NAME: **CITY OF GRAND PRAIRIE**

ADDRESS: **300 WEST MAIN STREET, GRAND PRAIRIE, TX 75050** PHONE: **469-504-6433**

CONTACT PERSON: **BOBBY SPURGEN** TITLE: **ENGINEER**

3. COMPANY NAME: **WAXAHACHIE ISD**

ADDRESS: **411 N. GIBSON STREET, WAXAHACHIE, TX 75165** PHONE: **936-715-5196**

CONTACT PERSON: **RYAN KAHLDEN** TITLE: **CHIEF FINANCIAL OFFICER**

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.

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?

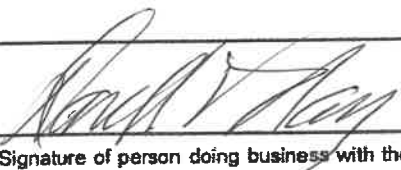
☐ Yes ☐ No

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


Signature of person doing business with the governmental entity

02/25/25

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) DARELL V. NAY, 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>

THE NAY COMPANY

Company Name

Signature of Authorized Official

PRESIDENT

Title of Authorized Official

02/24/25

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:
2025-1273486

Date Filed:
02/24/2025

Date Acknowledged:

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

The Nay Company
Waxahachie, 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.

The 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.

033-25
General Contractor

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nay, Darell	Waxahachie, TX United States	X	
	Nay , Terry	Waxahachie, TX United States		X
	Osteen, Zara	Waxahachie, TX United States		X

5 Check only if there is NO Interested Party.

☐

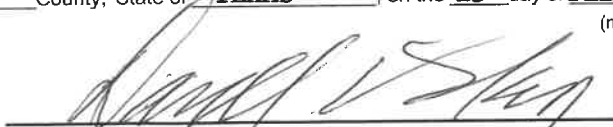
6 UNSWORN DECLARATION

My name is DARELL V. NAY, and my date of birth is 06/11/1933.

My address is PO BOX 605, WAXAHACHIE, TX, 75168,
(street) (city) (state) (zip code) (country)

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

Executed in ELLIS County, State of TEXAS, on the 25 day of FEBRUARY, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) THE NAY COMPANY	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 605	6 City, state, and ZIP code WAXAHACHIE, TEXAS 75168
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

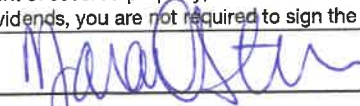
Social security number										
			-				-			
or										
Employer identification number										
7	5		-	1	1	6	4	8	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 
------------------	---

Date **02/24/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Since 1963



423 S. College Street Waxahachie, Texas 75165
P.O. Box 605 Waxahachie, Texas 75168
Phone 972-937-1652 972-938-8582 Fax 972-923-2517
thenaycompany.com

General Contractors for Industrial and Commercial Construction

Quotation #202523

February 26, 2025

City of Lucas
665 Country Club Road
Lucas, TX 75002

Proposal for Lucas Fire Rescue Accessory Building

Sections:

01-General Requirements

01-01030	Insurance-General Liability/Builder's Risk
01-01040	Coordination/Supervision
01-01050	Project Management
01-01507	Temporary Toilets
01-01514	ADA Compliance
01-01516	Cleanup
01-01516	Dumpsters
01-01605	Pick-up Truck
01-01608	Fuel, Misc

Total Section 01

\$ 99,397.00

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General Contractors for Industrial and Commercial Construction

Quotation #202523

February 26, 2025

02-Sitework

02-02071	Anchor Bolts
02-02203	Common Fill
02-02206	Construction Entry
02-02481	Erosion Control
02-02518	Flat Work
02-02666	Potable Water Sleeve
02-02730	Sanitary Sewer/Floordrain

Total Section 02	\$149,675.00
------------------	--------------

03-Concrete

03-03200	Concrete Reinforcement
03-03450	Splash Blocks
03-03510	Striping

Total Section 03	\$105,318.00
------------------	--------------

04-Masonry

04-04220	Concrete Masonry Units
04-04230	Fill Masonry Cells

Total Section 04	\$ 17,013.00
------------------	--------------

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General Contractors for Industrial and Commercial Construction

Quotation #202523

February 26, 2025

05-Metals

05-05120 Structural Steel
05-05121 Metal Building Installation
05-05520 Bollards (8 count)

Total Section 03 **\$103,247.00**

06-Woods & Plastics

06-06100 Ceiling Framing

Total Section 06 **\$ 10,130.00**

07-Thermal/Moisture

07-07530 Insulation
07-07600 Fire Coating (By Code)

Total Section 07 **\$ 51,526.00**

08-Doors & Windows

08-08110 Steel Doors & Frames
08-08340 Overhead Coiling & Grilles

Total Section 08 **\$ 81,169.00**

Since 1963



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thenaycompany.com

General Contractors for Industrial and Commercial Construction

Quotation #202523

February 26, 2025

15-Mechanical

15-15500 HVAC (per specs)

Total Section 15 \$ 75,727.00

16-Electrical

16-16000 Electrical (per specs)

Total Section 16 \$ 82,473.00

19-Misc

19-0100 P & P Bond

Total Section 19 \$ 14,250.00

20-Design

20-0100 Design

Total Section 20 \$ 53,333.00

Net Total Quotation \$843,258.00

Since 1963



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P.O. Box 605 Waxahachie, Texas 75168
Phone 972-937-1652 972-938-8582 Fax 972-923-2517
thenaycompany.com

General Contractors for Industrial and Commercial Construction

Quotation #202523

February 26, 2025

SCHEDULE OF VALUES

1. GENERAL REQUIREMENTS	\$ 99,397.00
2. SITEWORK	\$149,675.00
3. CONCRETE	\$105,318.00
4. MASONRY	\$ 17,013.00
5. METALS	\$103,247.00
6. WOODS & PLASTICS	\$ 10,130.00
7. THERMAL/MOSITURE	\$ 51,526.00
8. DOORS & WINDOWS	\$ 81,169.00
15. MECHANICAL	\$ 75,727.00
16. ELECTRICAL	\$ 82,473.00
19. BOND	\$ 14,250.00
20. DESIGN	<u>\$ 53,333.00</u>
TOTAL	\$843,258.00

APPROVED BY: Doug Pate

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

THE NAY COMPANY
Box 605
Waxahachie, TX 75165

SURETY:

(Name, legal status and principal place of business)

SURETEC INSURANCE COMPANY
1330 Post Oak Blvd.
Houston, TX 77056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF LUCAS, TX
665 Country Club Road, Lucas, TX 75002

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

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

Lucas Fire Rescue Design & Build Accessory Building
Lucas, TX

Project Number, if any:

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 26th day of February, 2025

(Witness)


(Witness)

THE NAY COMPANY
(Principal)


(Title)

(Seal)

SURETEC INSURANCE COMPANY

(Surety)


(Title) Sophinie Hunter, Attorney in Fact

(Seal)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Don E. Cornell, Ricardo J. Reyna, Sophinie Hunter, Robbi Morales, Kelly A. Westbrook, Tina McEwan, Joshua Saunders,
Tonie Petranek, Mikaela Peppers

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

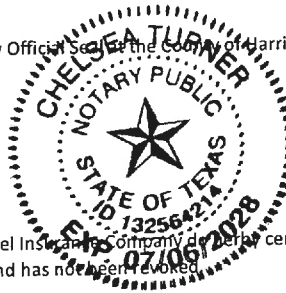
By:

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 26th day of February, 2025.

SureTec Insurance Company

By:

M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



October 27, 2022

To Whom It May Concern,

Construction projects are time consuming, expensive, and full of important decisions that need to be made quickly. One of our most recent construction projects was constructing an agriscience facility, using the design-build delivery method, to support our vibrant district ag programs. We were fortunate enough to utilize the services of Doug Pate and The Nay Company during this process.

Mr. Pate and The Nay Company were deemed the most qualified respondents to the district's published RFQ for the project primarily based on their extensive body of work constructing like facilities. Upon executing our contract, the district received outstanding suggestions and advice on the proposed design of our new facility that were in our best interests at every turn. During the design process, we constantly felt as if we had all the information needed to make informed decisions and when we asked questions, we received honest answers that informed our decision making.

Mr. Pate also helped us innovate a design, and build process, that was not just "a barn" but also was not an out-of-place eyesore next to our new high school campus. The innovative approach to listening to our concerns and developing a solution that would make everyone happy when utilizing our new space has been very well received by our community. These techniques helped to reduce the overall cost of our project while also meeting the external visual expectations of our local municipality.

The Nay Company, and Doug Pate specifically, worked closely with the district to keep us updated throughout the course of our project. At the end of our project, every closeout item was addressed timely and appropriately by Mr. Pate and his team.

It is with great appreciation that I would strongly recommend Doug Pate and The Nay Company for projects utilizing the design-build delivery method.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ryan Kahlden".

Ryan Kahlden, RTSBA
Chief Financial Officer

○ Waxahachie ISD Ag.iScience Building

Waxahachie, Texas



Waxahachie I.S.D.-Support Annex Building





October 31, 2022

To whom it may concern,

We Solicited The Nay Company to design build us a 80 x 100 turn, turnkey facility for our mechanics shop.

We are extremely happy with the services and communication we have received from The Nay Company and plan on contacting and using Doug Pate and The Nay Company for future buildings we have.

Sincerely,

Douglas Taylor
Utility Operations Manager
City of Grand Prairie
(972) 237-8410
Dataylor@gptx.org







CITY OF WAXAHACHIE

401 S ROGERS ST, WAXAHACHIE, TX 75168 • (469)309-4021

October 27, 2022

To whom it may concern,

I am writing this letter as a reference for the Nay Company. The City of Waxahachie has contracted the Nay Company for multiple projects, with positive results and working relationships remaining throughout our use and relationship. The attention to detail and personal service have served the City well and led to efficient use of time, materials, and satisfaction to our many constituents. I would recommend the Nay Company for any number of projects both big and small and would make myself available to answer any questions you may have.

Sincerely,

Shon Brooks, AICP
Executive Director of Development Services
City of Waxahachie
469-309-4021



City of Waxahachie-New Water Dept Field Office



SINCE 1934

C.A. WILSON COMPANY

October 27, 2002

Re: The Nay Company

To whom it may concern:

I am writing this letter to recommend the services of The Nay Company as well as Doug Pate, their project manager.

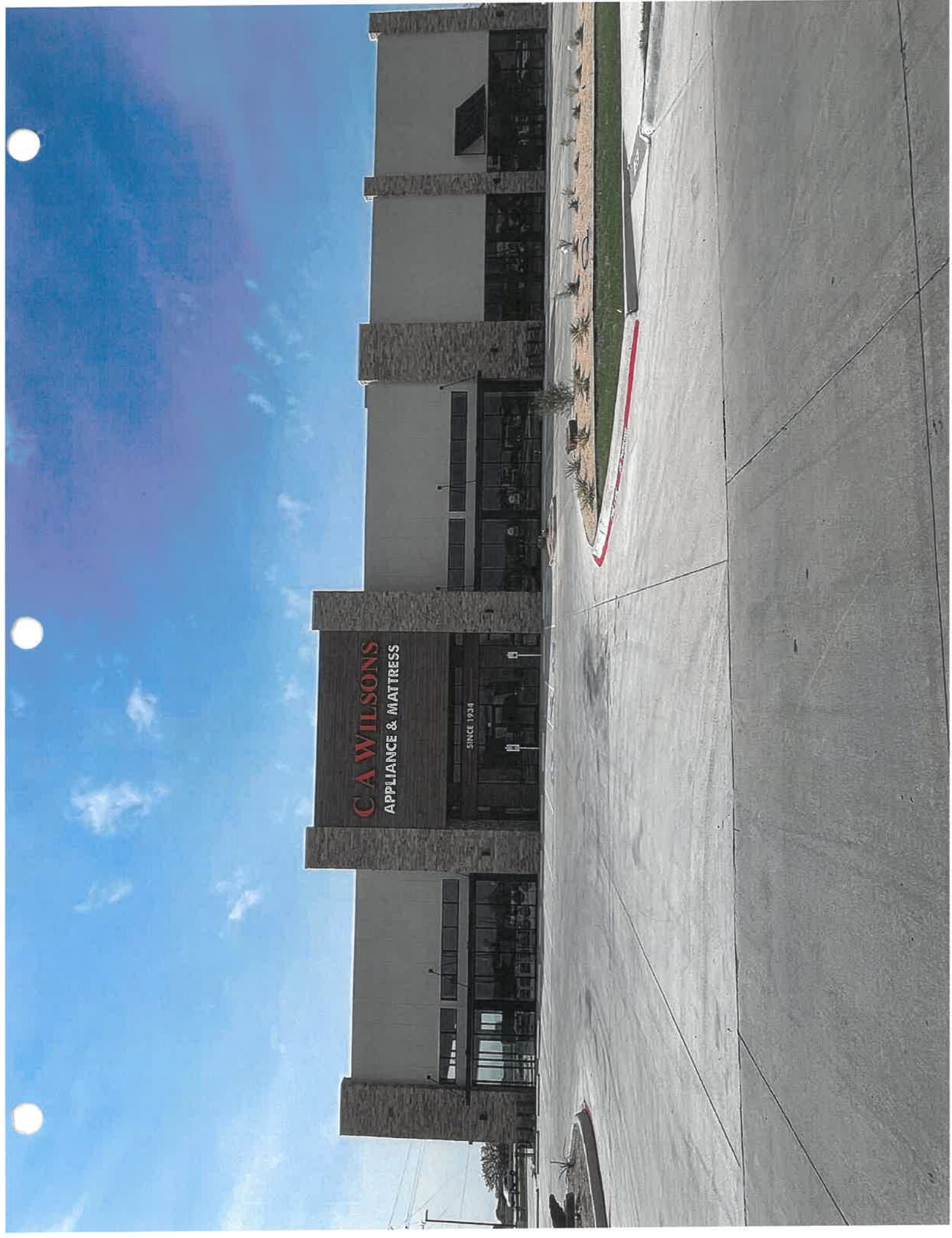
I have contracted with The Nay Company to design and construct my new showroom, retail space, & restaurant building. The Nay Company was very competitive in their bid to me and they have worked diligently with me to complete this project on time and on budget. Mr. Pate is very professional in his managing of this project.

The Nay Company and C. A. Wilson Company have had a long standing friendship and work relationship throughout the years. They have completed multiple projects for our company over the years and I would be happy to recommend them.

If you have any questions, please feel free to contact me.

Sincerely,

Justin Wilson
C A Wilson Company
972-923-0024



Since 1963



423 S. College Street Waxahachie, Texas 75165
P.O. Box 605 Waxahachie, Texas 75168
Phone 972-937-1652 972-938-8582 Fax 972-923-2517
thenaycompany.com

General Contractors for Industrial and Commercial Construction

PROFILE
OF
THE NAY COMPANY
(Feed Mill-Agri/Commercial Division)

The Nay Company	Texas Corporation
Years of Service	Incorporated October 1963
Owner	Darell V. Nay
Type of Construction	General Contractors for Feed Mills, Grain Elevators, Grain Storage and Commercial Building Construction
Federal Tax Id#	75-1164883
Banks and Bankers	Citizens National Bank of Texas 200 N. Elm P. O. Box 717 Waxahachie, Texas 75168-0717 Jeff Aday (O) (972) 351.5252 (C) (214) 226.1039

Since 1963



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Phone 972-937-1652 972-938-8582 Fax 972-923-2517
thenaycompany.com

General Contractors for Industrial and Commercial Construction

Insurance Agency	Higginbotham & Associates 12720 Hillcrest Road, Suite 450 Dallas, Texas 75230 800.247.0712 Mike Bateman
Insurance Coverage	\$2,000,000 GL \$1,000,000 WC With \$5,000,000 Umbrella
Yearly Construction Volume	\$5,000,000 - \$10,000,000
Bonding Agent	Aon Risks Services Southwest, Inc Don Cornell, Account Executive 214-989-0000
Bonding Capacity	\$5,000,000 per project \$10,000,000 per program
Corporate Officers	Darell V. Nay, President Terry L. Nay, Vice President Zara Osteen, Secretary/Treasurer

The Nay Company

PO Box 605, Waxahachie, TX 75168
423 S. College Street, Waxahachie, TX 75165

972-937-1652

1-800-U-GET NAY

Who is The Nay Company?



- DESIGN-BUILD
- GENERAL CONSTRUCTION
- CONSTRUCTION MANAGEMENT
- REPAIRS/MAINTENANCE

OLD FASHIONED
PRINCIPLES USING
TODAYS CONSTRUCTION
TECHNIQUES

FAIRNESS AND HONESTY IS
THE FOUNDATION OF OUR
COMPANY

WE UNDERSTAND THE
CRITICAL PART WE PLAY
IN OUR CUSTOMER
SUCCESS

FULL CONSTRUCTION
SERVICES BACKED BY OVER
A CENTURY OF EXPERIENCE

You could say we are driven at The Nay Company. Driven to maintain the tradition of integrity, dependability and trust we have built our reputation on. At the same time, we are always striving to add value to your project through sound foresight, the latest construction practices, and service-focused performance.

We treat our customers, employees, suppliers, and subcontractors with respect in order to develop an open and direct communications. This fosters an atmosphere of teamwork that is crucial in successfully meeting the project requirements.

Whether it is the value engineering we incorporate into every project or the dedication to safety we bring to every work site, you can depend on our diverse team of construction professionals to perform their work at the highest standards.

The Nay Company offers complete construction services from the pre-planning through to a seamless closeout. With over five decades of experience, our wealth of knowledge and insight assures your project will be completed on time and on budget without sacrificing service or craftsmanship.

Completed projects:



THE CITY OF WAXAHACHIE

NEW COLUMNBARIUM-2022
WAXAHACHIE, TEXAS
MICHAEL SCOTT-OWNER REP
214-912-6978
CONTRACT \$152,000-CONTRACT \$152,000
CONTRACT-COMPETITIVE BID
DOUG PATE-PROJECT MANAGER

C. A. WILSON & CO

NEW SHOWROOM/STOREFRONT-
23,000 SQ FT
UNDER CONSTRUCTION-2023
WAXAHACHIE, TEXAS
JUSTIN WILSON-OWNER
972-923-0024
CONTRACT \$3,882,964-FINAL \$4,106,014
CONTRACT-COMPETITIVE BID
DOUG PATE-PROJECT MANAGER



WAXAHACHIE I.S.D.

NEW AGRISCIENCE BUILDING-
40,000 SQ FT-2022
WAXAHACHIE, TEXAS
MICHAEL CRAIG-OWNER REP
972-978-6990
CONTRACT \$4,888,868-FINAL \$5,408,723
CONTRACT-RFQ
DOUG PATE-PROJECT MANAGER

Completed Projects:



THE CITY OF WAXAHACHIE

NEW SENIOR CITIZENS
CENTER-30,000 SQ FT-2016
WAXAHACHIE, TEXAS
CITY OF WAXAHACHIE
CONTRACT \$4,154,394-FINAL \$4,180,557
CONTRACT-COMPETITIVE BID
STEVE TUNNELL-PROJECT MANAGER

FARLEY STREET BAPTIST CHURCH

NEW SANCUTARY/SUNDAY
SCHOOL ROOMS-25,000 SQ FT-2012
WAXAHACHIE, TEXAS
RANDY STINSON-OWNER REP
972-880-0615
CONTRACT \$3,886,000-FINAL \$4,061,049
CONTRACT-COMPETITIVE BID
DOUG PATE-SUPERINTENDENT



THE CITY OF WAXAHACHIE

NEW CITY WATER DEPARTMENT-
10,000 SQ FT-2018
WAXAHACHIE, TEXAS
JOE BAILEY-OWNER REP
972-935-4647
CONTRACT \$1,419,891-FINAL \$900,657
CONTRACT-COMPETITIVE BID
DOUG PATE-JOB SUPERINTENDENT

Completed projects:



WAXAHACHIE I.S.D.

NEW ANNEX BUILDING-
12,000 SQ FT-2018
WAXAHACHIE, TEXAS
MICHAEL CRAIG-OWNER'S REP
972-978-6990
CONTRACT \$850,705 FINAL \$850,705
CONTRACT-RFQ
DOUG PATE-PROJECT MANAGER

FIRST UNITED METHODIST CHURCH

INSTALL NEW CANOPIES, CONCRETE
AND FRONT ENTRANCE-2016
WAXAHACHIE, TEXAS
PASTURE RON-OWNER REP
972-937-4400
CONTRACT \$597,290-FINAL \$652,007
CONTRACT-NEGOTIATED BID
DOUG PATE-JOB SUPERINTENDENT



THE CITY OF GRAND PRAIRIE

NEW WATER FACILITY-12,000 SQ FT
GRAND PRAIRIE, TEXAS-2021
BOBBY SPURGEONS-OWNERS RET
972-489-2069
CONTRACT \$1,373,345- FINAL \$1,298,268
CONTRACT-RFQ
DOUG PATE-PROJECT MANAGER

Completed Projects:



THE CITY OF WAXAHACHIE

SENIOR CITIZENS CENTER
WAXAHACHIE, TEXAS

FARLEY STREET BAPTIST CHURCH

WAXAHACHIE, TEXAS



THE CITY OF WAXAHACHIE

CITY WATER DEPARTMENT
WAXAHACHIE, TEXAS



Completed projects:



WAXAHACHIE I.S.D.

ANNEX BUILDING
WAXAHACHIE, TEXAS

FIRST UNITED METHODIST CHURCH

WAXAHACHIE, TEXAS



THE CITY OF GRAND PRAIRIE

GRAND PRAIRIE, TEXAS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2025

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 Higginbotham Insurance Agency, Inc. 12720 Hillcrest Road, Suite 450 Dallas TX 75230	CONTACT NAME: Alondra Howard PHONE (A/C No, Ext): 817-336-2377 E-MAIL: AHoward@higginbotham.net FAX (A/C No): 817-347-6981 ADDRESS: AHoward@higginbotham.net
INSURED The Nay Company P.O.Box 605 Waxahachie TX 75165	INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: Acuity A Mutual Insurance Company INSURER D: Tokio Marine Specialty Insurance Co. INSURER E: Richmond National Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 370291921**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		PPK2621255	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ZH1680	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		RN-7-0502293	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N ☐ N/A	0001044608	10/14/2024	10/14/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Ded. for Cranes - 5% with \$5,000 min.		IHD9570699 13	11/1/2024	11/1/2025	Limit Other perils Ded. Theft/VMM Ded. 200,000 \$1,000 \$5,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written See Attached...

CERTIFICATE HOLDER**CANCELLATION**

For Information Purpose Only

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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General Contractors for Industrial and Commercial Construction

RESUME
OF
DARELL V. NAY

I. PERSONAL DATA

- A. DARELL V. NAY - WIDOWED
- B. DATE OF BIRTH - JUNE 11, 1933
- C. BORN - ENID, OKLAHOMA
- D. HEALTH - EXCELLENT; NO PHYSICAL HANDICAPS
- E. HEIGHT - 6 FEET 2 INCHES
- F. WEIGHT - 190 POUNDS

II. MILITARY SERVICE

- A. COMPLETED TWO YEARS OF SERVICE IN U.S. ARMY AT BROOKE ARMY MEDICAL CENTER, FORT SAM HOUSTON, TEXAS

III. EDUCATION

- A. NORTHWESTERN STATE COLLEGE, ALVA, OKLAHOMA
 - 1. GRADUATED 1955 WITH B.S. DEGREE
- B. OKLAHOMA STATE UNIVERSITY, STILLWATER, OKLAHOMA
 - 1. GRADUATE STUDY WITH 15 HOURS CREDIT
- C. SOUTHERN METHODIST UNIVERSITY, DALLAS, TEXAS
 - 1. REAL ESTATE STUDY OF 6 HOURS

IV. FELLOWSHIP AND SCHOLARSHIP

- A. UNDERGRADUATE ATHLETIC SCHOLARSHIP
- B. GRADUATE SCHOOL
 - 1. KELLOGG FOUNDATION SCHOLARSHIP AWARDED BY THE OKLAHOMA EDUCATION ASSOCIATION

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DARELL V. NAY

V. SKILLS AND ABILITIES

- A. SALES AND MANAGEMENT**
- B. PUBLIC RELATIONS**
- C. PRODUCTION**

VI. PAST EMPLOYMENT

- A. HIGH SCHOOL PRINCIPAL, ATHLETIC COACH AND SCHOOL TEACHER IN OKLAHOMA SCHOOL SYSTEM**
- B. HINTON & LOCKE, INC., MORTGAGE BANKERS**
 - 1. POSITION – MANAGEMENT TRAINEE**
 - 2. TIME EMPLOYED – ONE YEAR**
- C. PAMCO, INC., OSKALOOSA, IOWA**
 - 1. REGIONAL SALES REPRESENTATIVE SELLING EQUIPMENT FOR THE FEED & GRAIN INDUSTRY**
 - 2. TIME EMPLOYED – FEBRUARY, 1960 TO JANUARY, 1961**
- D. R. W. McPHERSON AND ASSOCIATE, MONROE, LOUISIANA**
 - 1. PARTNERSHIP – JUNE, 1960 TO JANUARY, 1961**
 - 2. SELLING EQUIPMENT FOR THE FEED & GRAIN INDUSTRY**
- E. DARELL NAY SALES & LEASING CO., DALLAS, TEXAS**
 - 1. D.B.A. – JANUARY, 1961 TO 1963**
 - 2. MANUFACTURERS' REPRESENTATIVE, SELLING EQUIPMENT FOR THE FEED, SEED, AND GRAIN INDUSTRY**
- F. ORGANIZED THE NAY COMPANY – 1963**

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DARELL V. NAY

- VII. SCOPE OF EMPLOYMENT AND OWNERSHIP
- A. THE NAY COMPANY, INC., OWNER AND PRESIDENT 1963
TO PRESENT
 - B. CAR CRUSHERS, INC., OWNER AND PRESIDENT
1965 TO 1971 – SOLD
 - C. FEED MILL ERECTION CO., CO-OWNER & VICE PRESIDENT
1970 TO PRESENT
 - D. TLN CATTLE CO., OWNER
1970 TO PRESENT
 - E. GORMAN MILLING, INC. CO-OWNER
GORMAN, TEXAS – FEED MILLING OPERATION
1971 TO 2016-sold
 - F. SALTY'S OIL & GAS, OWNER 2000-PRESENT

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DOUG PATE
416 GINGERBREAD LANE
WAXAHACHIE, TX 75165

I. EXPERIENCE

- MORE THAN THIRTY PLUS (30+) YEARS EXPERIENCE IN ALL AREAS OF CONSTRUCTION FROM START TO FINISH: BLUEPRINTS, LAYOUT, STAGING, FRAMING, TRIM CARPENTRY, WELDING, PAINTING, AND ALL FLOORING.
- THREE (3) YEARS EXPERIENCE AS A ROUGH-NECK OFFSHORE
- ONE (1) YEAR EXPERIENCE WORKING ON HIGH PRESSURE STEAM AND CHEMICAL LEAKS IN REFINERIES AND NUCLEAR POWER PLANTS
- EIGHT (8) YEARS EXPERIENCE IN SALES AND INSTALLATION OF FLOORING AND GENERAL CONSTRUCTION
- SEVEN (7) YEARS EXPERIENCE AS JOB SUPERINTENDENT AND PROJECT MANAGER FOR KECK AND COMPANY, ARLINGTON, TEXAS
- NINE (9) YEARS EXPERIENCE IN SALES, QUALITY CONTROL, PROJECT MANAGEMENT, AND RENOVATION
- ONE AND ONE-HALF (1-½) YEARS EXPERIENCE AS JOB SUPERINTENDENT FOR BUILDING A GRAIN STORAGE ADDITION-SHUTTLE TRAIN LOADING FACILITY ON JOBSITE IN MOORE, MONTANA

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I. EXPERIENCE (CONT'D)

- PROJECT MANAGEMENT AND SUPERVISION OF TOTAL RENOVATION AND EXPANSION OF "FAT DADDY'S SPORTS BAR AND GRILL," IN WAXAHACHIE, TEXAS
- PROJECT MANAGEMENT AND SUPERVISION OF THE BUILDING OF THE BETHEL COMMUNITY CENTER, WAXAHACHIE, TEXAS
- PROJECT MANAGEMENT AND SUPERVISION OF REPLACEMENT OF RUSTED STRUCTURAL FRAMEWORK IN CELL BLOCKS IN THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE, DARRINGTON UNIT, ROSHARON, TEXAS
- JOB SUPERINTENDENT FOR CONSTRUCTION OF NEW SANCTUARY AT FARLEY STREET BAPTIST CHURCH, WAXAHACHIE, TEXAS
- JOB SUPERINTENDENT FOR CONSTRUCTION AT RIDLEY BLOCK OPERATIONS, EASTERN STAR PROJECT, IN FLEMINGSBURG, KENTUCKY
- JOB SUPERINTENDENT FOR CONSTRUCTION OF NEW PARKING LOT AND LANDSCAPING AT THE FIRST UNITED METHODIST CHURCH IN WAXAHACHIE, TEXAS
- PROJECT MANAGER/JOB SUPERINTENDENT FOR THE CONSTRUCTION OF THE AGRI-SCIENCE BUILDING FOR THE WAXAHACHIE INDEPENDENT SCHOOL DISTRICT IN WAXAHACHIE, TEXAS
- JOB SUPERINTENDENT FOR CONSTRUCTION OF NEW WATER DEPARTMENT/OFFICES FOR THE CITY OF WAXAHACHIE

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- JOB SUPERINTENDENT FOR THE CONSTRUCTION OF A NEW WATER DEPARTMENT BUILDING FOR THE CITY OF GRAND PRAIRIE
- JOB SUPERINTENDENT FOR THE CONSTRUCTION OF THE NEW SHOWROOM AND STOREFRONT FOR C.A. WILSON AND COMPANY IN WAXAHACHIE, TX

II. EDUCATION

- A. GRADUATED FROM CLEAR CREEK HIGH SCHOOL, LEAGUE CITY, TEXAS
- B. ATTENDED SAN JACINTO COLLEGE FOR A ONE YEAR COURSE

III. MISC

- HAS WORKED FOR THE NAY COMPANY SINCE MARCH OF 2008
- LIVED IN WAXAHIE FOR THE LAST 20 YEARS

TERRY LEE NAY

The Nay Company
P.O. Box 605
Waxahachie, TX 75168

Phone: 972-937-1652
E-mail:tnay@thenaycompany.com

Objective:

Professional History Resume

Qualifications:

A well rounded history in the commercial construction industry with both corporate business ownership/management and a 25 year career as an elected public official. Experience from starting labor positions through high level public/private administration/management. Years of construction experience in Project Management while overseeing numerous turn-key projects for The Nay Company.

Work History:

1986-1993, Assistant, The Nay Company, Waxahachie, Texas

Part-time Job Site Support Assistant/Purchasing & Logistics Assistant;

1990-1993, Chemical Technician, Precision Pest Control, Huntsville, Texas

Part-Time Chemical Application Tech for pest control service while attending college;

1990-1993, Grounds/Building Maintenance Technician, The Summit Duplexes, Huntsville, Texas

Part-Time grounds, building and landscape maintenance while attending college;

1993, Criminal Investigator, Brazos County Attorney's Office, Bryan, Texas.

Criminal Investigations for misdemeanor offenses, both overt and undercover, interviewing victims and witnesses and preparing both for court trials and testimony;

Work History, (continued)

1993-1996, Deputy Sheriff, Ellis County Sheriff's Office, Waxahachie, Texas.

Patrol Officer

1996-2021, Elected Constable, (Retired), Ellis County Government, Waxahachie, Texas.

Elected Peace Officer responsible for administration of entire department, personnel and budget. Duties included-supervising department personnel, creating and management of annual department budget, training staff, enforcing state laws, court security, working and coordination with other elected officials and department heads as well as the general public. Enforcement of statewide court orders both civil and criminal, execution of warrants and other court process.

2000-Current, Business Owner/President of Agricultural Machinery Products, Inc., Waxahachie, Texas.

President/CEO, daily management and operations of corporation.

2020-Current, Vice-President, The Nay Company, Waxahachie, Texas

Assist current President/CEO with administration of personnel and all corporate business.

Education:

1984-1988, Waxahachie High School, Diploma;

1992-1993, Captain Clint Peoples Academic Law Enforcement Academy, Montgomery County Sheriff's Office, Conroe, Texas, Graduate;

1988-1993, Sam Houston State University, Bachelors of Science, Bachelor of Science in Law Enforcement and Police Sciences, 3.4 GPA;

1993-Current, 3,500+ hours of law enforcement and professional administration continuing education, State of Texas.

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Licenses and Certificates:

Basic, Intermediate, Advanced and Master Texas Peace Officer Licenses, Texas Commission on Law Enforcement, Austin, Texas.

Currently, Retired Master Peace Officer;

Field Training Officer, Texas Commission on Law Enforcement;

Law Enforcement Instructor, Texas Commission on Law Enforcement;

Marine Safety/Enforcement Officer, Texas Park and Wildlife;

Basic CPR, American Red Cross;

Private Pilot License, FAA;

Texas Handgun License, Texas Department of Public Safety

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General Contractors for Industrial and Commercial Construction

Jeremy Osteen
209 Vinyard Drive
Waxahachie, TX 75167

▶ **Objective:**

Professional Resume

▶ **Qualifications:**

History in the construction field, from the bottom to completing the job. Experience with supervising large groups of personnel and directing Sub-Contractors.

▶ **Work History:**

- ▶ The Nay Company-2020-Present
 - ▶ Sales Coordination
 - ▶ Project Manager
 - ▶ Safety Officer
- ▶ Ellis County Sheriff's Office-March 4, 1990 to January 1, 2021
 - ▶ Jailer-1990-1991
 - ▶ Transportation Officer-1991-1992
 - ▶ Patrolman-1992-1994
 - ▶ Patrol Sergeant-1994-1998
 - Supervised a shift of patrol officers
 - ▶ Criminal Investigations Division-1998-2003
 - Crime Scene Investigator
 - Property Room Technician
 - Sexual Assault Investigator
- ▶ Patrol Sergeant-2003-2013, 2016-2017
 - Supervised a shift of patrol officers

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- ▶ Patrol Corporal-2014-2016
- ▶ SWAT Team Member-2003-January 1, 2021
 - Assistant Commander-2017-Supervised and directed 20-30 men on Swat Assignments
- ▶ Patrol Lieutenant-2017-January 1, 2021
 - Over Patrol, Training, & License and Weights
 - Supervised 4 Patrol teams of 6-8 men each, the training department consisting of 20 men, and 2 License and Wight's teams
- ▶ Sidney's Plumbing-1985-2000
 - ▶ Plumbers Apprentice- Worked in all areas of plumbing with a Master Plumber
- ▶ **Education:**
 - Itasca High School-1984-1987
 - Cedar Valley College-Police Academy 1990-1991
 - Over 1600+ hours in continuing education from other agencies and/or Universities
- ▶ **Skills:**
 - ▶ Jailer/ Dispatch/ Patrol/Transportation/ Supervisor for 20+ years
 - ▶ Criminal Investigation Officer/ Crime Scene Investigation/Property Room Technician
 - ▶ SWAT Team-Assistant Commander
 - ▶ Marine Safety Enforcement Officer/ Mental Health Peace Officer
 - ▶ Emergency Management-Terrorism & Homeland Security
 - ▶ Standard Field Sobriety Testing Practitioner
 - ▶ Tactical Flight Officer/ Mechanical Breaching/ Special Investigator
 - ▶ Tactical Vehicle Stops & Extractions/ Tactical Vehicle Assaults
 - ▶ Courtroom Demeanor and Testimony

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▶ **Awards/Certifications/Licenses:**

- ▶ Basic Jailer License-May 2, 1990
- ▶ Reserve Peace Officer-April 29, 1991
- ▶ Basic Peace Officer-September 30, 1991
- ▶ Intermediate Peace Officer-September 10, 1997
- ▶ Advanced Peace Officer-May 1, 2003
- ▶ Intermediate Jailer License-January 26, 2007
- ▶ Advanced Jailer License-January 26, 2007
- ▶ Master Jailer License-April 12, 2010
- ▶ Master Peace Officer-April 9, 2011
- ▶ Marine Safety Enforcement Officer Certification-May 24, 2011
- ▶ Special Investigator Certification-June 23, 2011

▶ **Community Service:**

- ▶ Maypearl Youth Baseball Program (TTBA)-President- 2000 - 2006
 - Overseeing 20+ Coaches/Teams a year
 - Overseeing the Program's Budget/Committee Members
 - In charge of Fundraising/Concessions
- ▶ Ellis County Sheriff's Explorer Program-2011-2013
 - President of the Board-September 2020-Present
- ▶ Italy Masonic Lodge #647- 2019
 - Master Mason

ABOUT US

OUR HISTORY

KSA was founded in 1978 as Kindle, Stone, & Associates, Inc., in Longview, Texas. The firm was established as a municipal engineering company. Throughout the early years of the company, our engineers focused primarily on water and wastewater plants, pipelines, pump stations, and storage tanks, many of which were funded through EPA grants that were available in the late 1970s and early 1980s.

The firm has grown rapidly since 1978 and currently has approximately 160 employees in 11 offices located in Amarillo, Austin, Longview, Lufkin, McKinney, Nacogdoches, Norman, San Antonio, Shreveport, Sugar Land, and Tyler.

KSA is an industry leader with a proven track record in the fields of civil engineering and architectural design. KSA provides a broad range of consulting, management, engineering, architecture, planning, surveying, and construction services to our clients across the south-central United States.

In our 46-year history, KSA has completed approximately 20,145 projects in all of our service categories. Today, KSA serves hundreds of clients throughout Texas, Louisiana, Arkansas, Oklahoma, California, Mississippi, Colorado, and Alaska, and is a leader in preparing design solutions to clients in municipal, county, state, and federal governments, as well as river authorities, utility districts, water supply corporations, private industry, developers, and architects.

From conception to final completion, our knowledgeable teams oversee all aspects of each project we work on. This attention to detail has resulted in repeated client satisfaction and an excellent reputation throughout the region.

It has also led to a high percentage of repeat clients. In fact, we have been serving many of the same clients throughout our entire history. KSA continually provides unsurpassed quality and service that has led to our consistent growth.

KSA has been named to the ENR Top 500 list as one of the 500 largest design firms in America. KSA has also been recognized as a Best Firm to Work For by Zweig Group, the largest employee experience survey in the architecture, engineering, environmental, planning, and construction (AEC) industry.

KEY PERSONNEL

JOHN SELMER, AIA, NCARB, LEED AP BD+C, GGP, RRC

TITLE: ARCHITECTURE TEAM
LEADER
ROLE: PROJECT MANAGER

ABOUT

John Selmer, AIA, LEED AP BD+C, is the architectural services manager for KSA. He is a LEED Accredited Professional and recognizes the need for smart design that utilizes environmentally conscious strategies that will ensure that our decisions, designs, and projects do not inhibit future opportunities. He has extensive experience in all aspects of architecture projects and has served as project manager for projects of all varieties and sizes. John is a Registered Roof Consultant (Reg. No. 0934); one of 19 in the State of Texas, and a total of 453 in the United States and Canada. This makes him very knowledgeable in every facet of the design and construction process, both existing and new construction.

Project Experience

LEADERSHIP PREP SCHOOL (LPS), FRISCO, TX. KSA designed a new two story education building for the leadership prep school (LPS) in Frisco, Texas. The total building area is over 64,000 SF and will incorporate team teaching classrooms. There are 37 new classrooms for all grade levels which include special classrooms such as art, music, technology/engineering, and science.

WORTHAM INDEPENDENT SCHOOL DISTRICT, WORTHAM, TEXAS. This project consists of a new Agriculture Facility of the Wortham ISD. KSA was selected to provide the architecture and engineering design services through a Design Build contract. The new facility makes use of a Pre-Engineering Metal Building structure and provides 5,000 square feet of new educational space. In addition, approximately 1,000 square feet of secure covered outside storage is also provided. The building provides two new classroom spaces, student locker storage area, teacher's office, restrooms, storage closets, and an open work area that will accommodate up to seven new welding booths. The building makes use of a 14'-0" eave height and a 4'-0" high brick wainscot is provided around the perimeter of the building.

NEW TOWN SQUARE, NOLANVILLE, TEXAS. KSA was selected by the City of Nolanville for a multifaceted initiative that includes site work, City Hall refurbishments, and several additional enhancements. It features the construction of a new parking facility for the Police Department and City employees, complemented by secure fencing and canopied areas with photovoltaic panels for energy efficiency. The existing parking lot will undergo restriping to improve its configuration. City Hall will see the replacement of its east and north side windows, as per the project plans, and the entrances to both City Hall and the Police/Municipal Court will be adorned with new canopies. The project also entails the removal of outdated building signage and the installation of new signage, as indicated in the plans. All these elements will be integrated and managed under a single prime contract to ensure a streamlined and high-quality completion of the project.



Education

Master of Architecture, Tulane University, 2004; Bachelor of Science in Civil Engineering, Tulane University, 1994; Bachelor of Science in Architecture, Tulane University, 1993

Professional Licences

Architecture / TX #19483, 2006; OK #a7473, 2019; LA #5669, 2001; AR #4679, 2011; NM #005269, 2013
LEED AP BD+C / #10107010, 2009
Registered Roof Consultant #0934, 2022

KEY PERSONNEL

DAVID VERZWYVELT, AIA, NCARB, LEED AP BD+C

TITLE: PROJECT ARCHITECT
ROLE: PROJECT ARCHITECT

ABOUT

David Verzwylvelt, AIA, NCARB, LEED GA, joined KSA after graduating from Louisiana Tech University with his bachelor's and master's in the field of Architecture. When David was a sophomore in high school, he fully committed himself to becoming an Architect. His sole purpose for choosing this discipline was to "create a positive experience for people."

David utilizes Revit to drive the project from the early stages of renderings and schematic drawings to the final stages of construction documentation. He assists his colleagues in creating imagery and drawing to most effectively communicate the project.

Project Experience

NTCC HEALTH SCIENCE SIMULATION LAB, MOUNT PLEASANT, TEXAS. KSA was selected for the complete interior renovation of an existing building at Northeast Texas Community College. The previous state of the building was not utilized on a daily basis and was only used for storage. KSA designed the renovation as a way to bring new life to this building and be utilized daily by students and faculty. The new interior includes a lobby, office, classroom/lab, conference room, and three medical simulation rooms. The new lobby was designed to have a drop ceiling with recess can lights and a metal fabricated NTCC logo beyond the reception desk to serve as a warm welcome to those entering the building.

CITY OF DEL RIO ENTRANCE SIGN AND LANDSCAPING. The City of Del Rio selected KSA to provide architectural services for an entrance sign and hardscaping around the airport entrance sign. KSA is provided design development and construction document services. The design includes bollard protection for the sign and a solar LED light pole/fixture. KSA is also designed an additional walkway in front of the Terminal to facilitate pedestrian traffic as well as hardscaping in front of the terminal.

NEW GYM COMPLEX: PHASE I, SUSLA. This project will provide space for current Physical Education classes and will also be used for activities such as commencement, convocations, faculty/staff institutes, voting, and community events. The athletic courts will be used by the men's and women's basketball squads as well as the cheerleading team. The gymnasium is proposed to have a main court with cross courts allowing multiple matches to take place simultaneously.



Education

-  Masters in Architecture, Louisiana Tech University, 2020
- Bachelor of Science in Architectural Studies, Louisiana Tech University, 2019

Professional Licences

-  Architecture / TX #30222, 2022;
- LA #9745, 2022
- Green Business Certification Inc (GBCI) - LEED Green Associate



**TEXAS Board of
Architectural Examiners**
Architects - Landscape Architects - Registered Interior Designers

Selmer, John E.

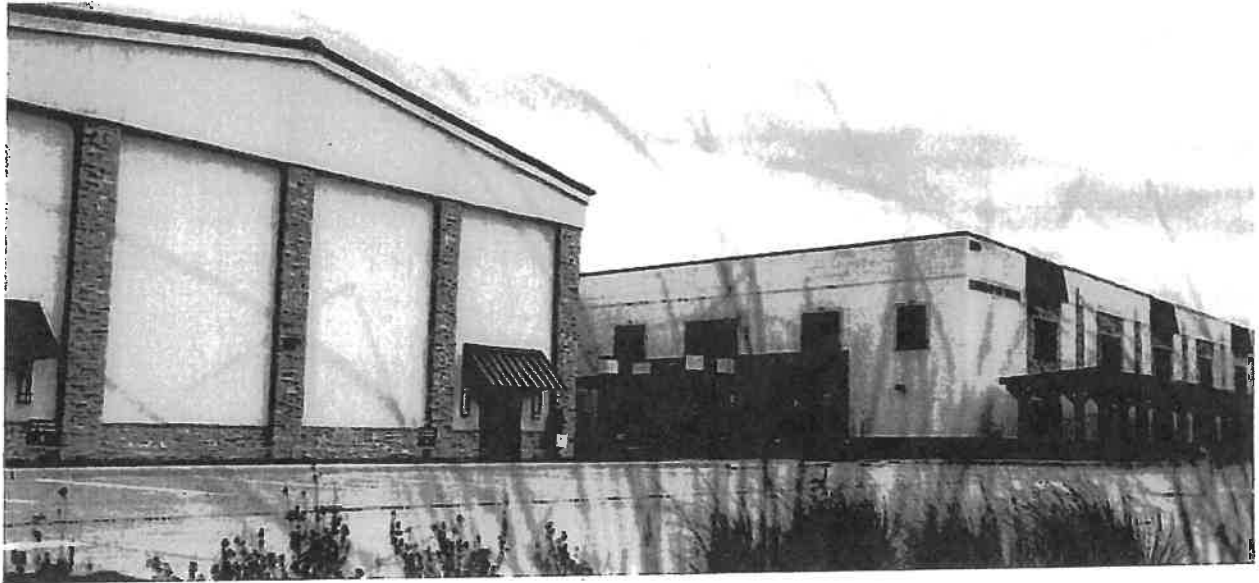
Profession:	Architect
Registration No.:	19483
License Status:	Active
Firm Name:	Firm Not Published
Original Issue:	03/30/2006
Lic. Expiration:	11/30/2024



**TEXAS Board of
Architectural Examiners**
Architects - Landscape Architects - Registered Interior Designers

Verzwyvelt, David Samuel III

Profession:	Architect
Registration No.:	30222
License Status:	Active
Firm Name:	KSA Engineers
Original Issue:	05/31/2022
Lic. Expiration:	10/31/2024



Leadership Prep School (LPS)

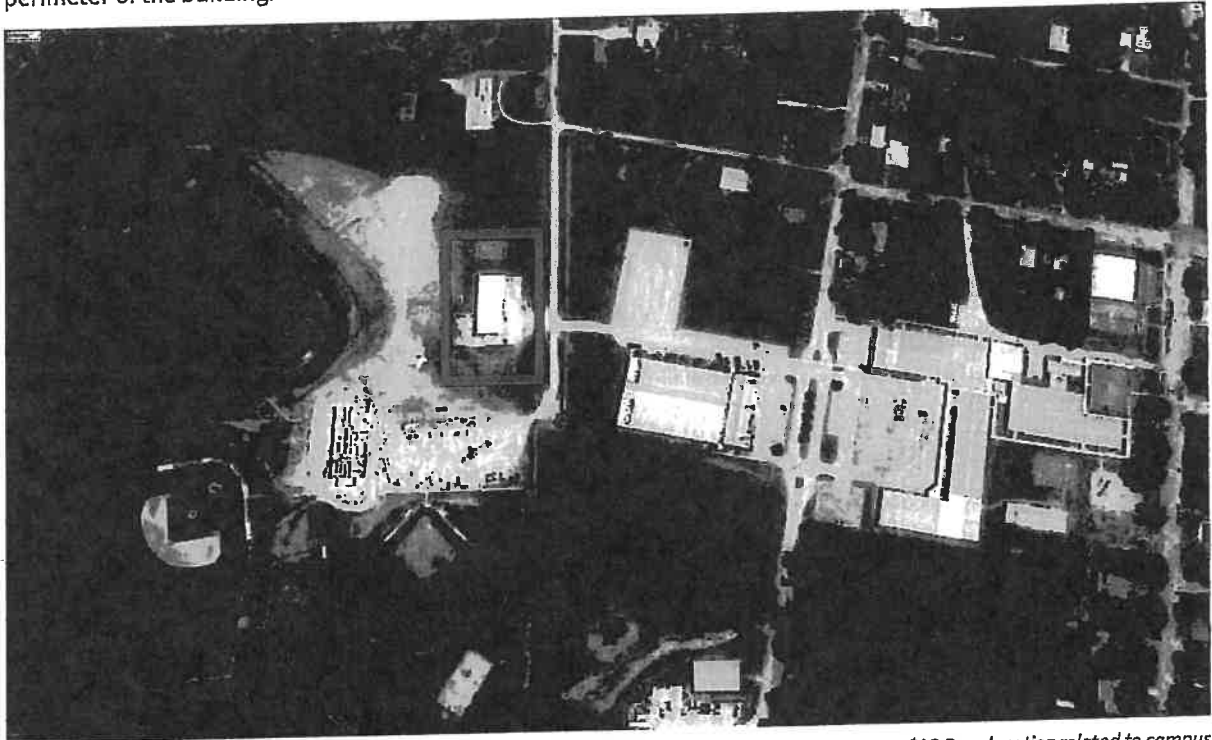
Frisco, Texas

When the school opened in 2012, the Leadership Prep School (LPS) leased space from a local church so they could offer classes as quickly as possible. Each year, enrollment increased significantly. Due to their steady growth, LPS engaged KSA to design a new building that would more adequately accommodate the school's growing population of eager minds. The existing leased space will be used for kindergarten through fourth grade students, while the new facility—which is located just south of the current facility—will house middle and high school students. The new, 71,210 square foot building will be two stories, teaching middle school students on the first floor, and high school students on the second floor. The facility will have 38 classrooms and a cafetorium with an adjoining stage area for musical productions and award ceremonies. The site will also offer an internal connection for traffic flow to the existing campus, direct turning lanes for student drop-off and pick up, and a shared parking area. To lighten the environmental footprint, all materials utilized will be obtained regionally whenever possible. Additionally, LED Light fixtures with dimmable switches will be used for lower energy costs, less maintenance, and a long useful life. KSA worked diligently to balance the needs of the LPS with the requirements of the City of Frisco's Planning and Development Department. During the pre-submittal meeting, we sat down with both entities to discuss the project and set the timelines needed to obtain the required approvals from the city. Following the pre-submittal meeting, a preliminary site plan submission was required to gain approval from the planning and zoning commission. Once the preliminary site plan was approved, design work commenced according to schedule. Each phase of the project required multiple submittals and very quick responses from the design team in order to keep the project on schedule. Once final approval was given, construction documents were submitted to obtain the building permit. During the design and planning process, we kept the vision of LPS at the forefront. We worked closely with the superintendent and principal to learn about LPS' teaching style and philosophy; then applied that knowledge to the design. Because this was a design-build project, we worked closely with Crossland Construction and carefully listened to LPS' needs to produce a design that was both economical and versatile. Steel framing was employed to create flexible classrooms that were easy to construct. Through efficient design and constructability reviews by Crossland Construction, KSA was able to maximize the development of the site and provide more educational space than originally expected. While LPS always wanted to include a gymnasium in the new facility, the initial budget did not allot for it. The design actually began with the gymnasium as a Phase II project. However, by opting for a pre-engineered metal building system and using economical building materials, the gymnasium will be constructed within the original project scope. In all, we designed a collaborative work environment that is ideal for both the teachers and students of the LPS.

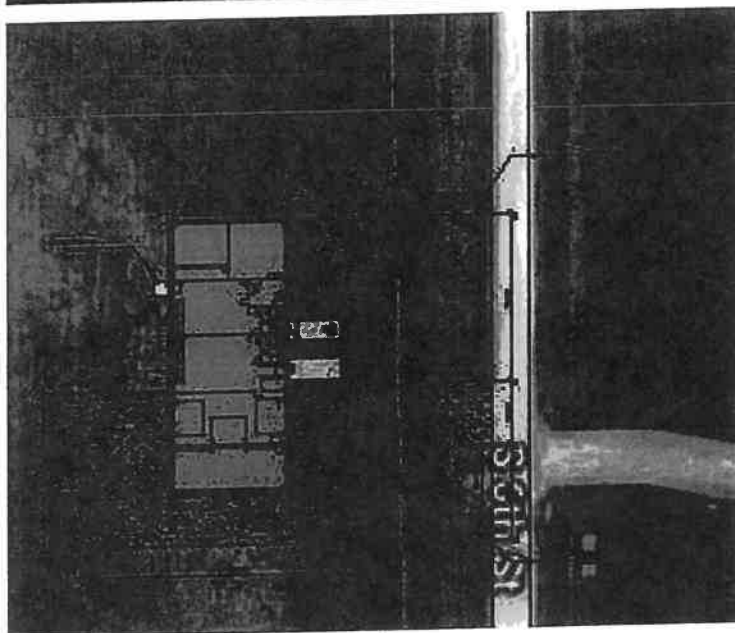
PROJECT EXPERIENCE

Wortham ISD Design Build
Wortham, Texas

This project consists of a new Agriculture Facility of the Wortham ISD. KSA was selected to provide the architecture and engineering design services through a Design Build contract. The new facility makes use of a Pre-Engineering Metal Building structure and provides 5,000 square feet of new educational space. In addition, approximately 1,000 square feet of secure covered outside storage is also provided. The building provides two new classroom spaces, student locker storage area, teacher's office, restrooms, storage closets, and an open work area that will accommodate up to seven new welding booths. In addition, pull through access is provided by two large overhead doors that will allow truck/trailer access for ease of loading materials and projects in and out of the building. The building makes use of a 14'-0" eave height and a 4'-0" high brick wainscot is provided around the perimeter of the building.



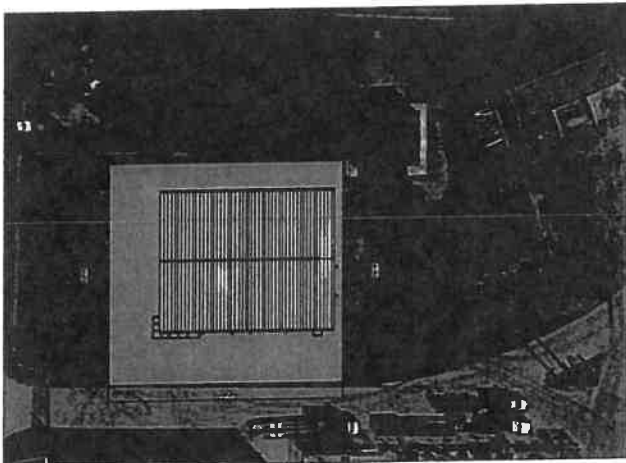
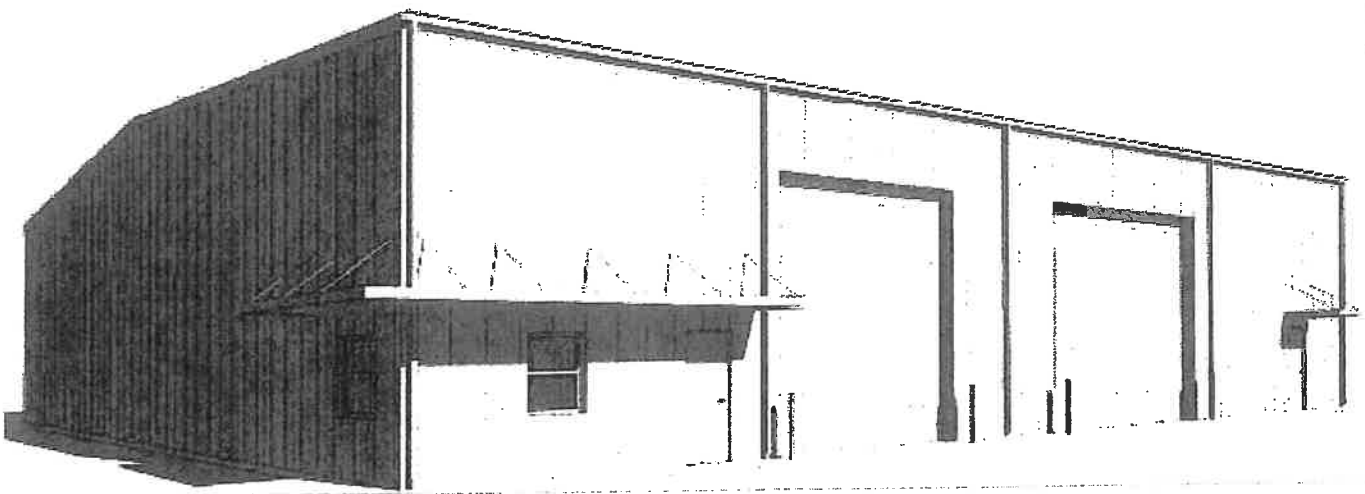
**AG Barn location related to campus*



New Water Utilities Metal Prefabricated Building City of Grand Prairie, Texas

KSA was selected by the City of Grand Prairie to design a new single story, metal building and concrete foundation facility for the city's water utilities department. The building was approximately 8,000 square feet and included an office, bathroom and parts room with mezzanine for storage above.

The site included a full pad, interior flooring, driveways and sidewalks. The metal building was divided for the three areas, sheet rocked, finished out and painted. The building also included three roll up doors with electric openers and manual chain assist. The mezzanine included metal steps and safety railing. The building was designed with new HVAC, electrical, water and sewer systems.



ABOUT

Design Build

Year Completed: 2022

Construction Cost: \$975,000 **Within Budget:** Yes

Completed on-time and within budget: Yes

Owner and Contact Person: The NAY Company, Doug Pate,
dpate100@aol.com, 972.937.1652

REQUIRED DOCUMENTATION

KSA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2024

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 GANS & SMITH INSURANCE AGENCY INC P.O. Box 2869		CONTACT NAME: Tracy Langford PHONE (A/C, No, Ext): (903) 757-4601 FAX (A/C, No): (903) 753-0782 E-MAIL ADDRESS: tlangford@gans-smith.com	
Longview	TX 75606	INSURER(S) AFFORDING COVERAGE	
INSURED KSA ENGINEERS INC 140 E TYLER ST STE 600 LONGVIEW		INSURER A: Transportation Ins Co (CNA)	NAIC #: 20494C
		INSURER B: Continental Casualty Co (CNA)	20443C
		INSURER C: Continental Insurance Company	35289C
		INSURER D: Texas Mutual Ins Co	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL2453010176		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 ☐ PRO-JECT ☐ LOC OTHER:			4015529054	05/29/2024	05/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY			4015529135	05/29/2024	05/29/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE			4015529099	05/29/2024	05/29/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0002047822	05/29/2024	05/29/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER *** BID PROPOSAL'S *** Master Certificate	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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REQUIRED DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2023

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C, No. Ext): (214) 323-4602 FAX (A/C, No.): (214) 503-8899 E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 KSA Engineers, Inc. and BLOC Design Build LLC
 140 E. Tyler St.
 Suite 600
 Longview TX 75601

COVERAGES

CERTIFICATE NUMBER: 73878530

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability	Y/N ☐ N/A	MKL7PL0005802	4/11/2023	4/11/2024	Per Claim/Annual Aggregate \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

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

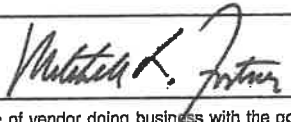
Brian Hadar

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ACORD 25 (2016/03)

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ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. N/A	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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor? ☐ Yes ☐ No B. Is the vendor 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 interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.		
4  Signature of vendor doing business with the governmental entity 07/18/2024 Date		

Adopted 8/7/2015

REQUIRED DOCUMENTATION

KSA

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) KSA Engineers, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions. 140 E. Tyler Street, Suite 600 6 City, state, and ZIP code Longview, Texas 75601	7 List account number(s) here (optional)
	Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">3</td> </tr> </table>	Social security number																				or										Employer identification number										7	5	-	1	6	0	0	8	6	3
Social security number																																																			
or																																																			
Employer identification number																																																			
7	5	-	1	6	0	0	8	6	3																																										

Part II Certification	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
Sign Here	Signature of U.S. person: <i>Theresa Bogus</i> Date: 06/06/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



City of Lucas

City Council Agenda Request

March 6, 2025

Item No. 10

Requestor: Mayor Dusty Kuykendall

Agenda Item Request

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

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

March 6, 2025

Item No. 11

Requester: City Council

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA