



AGENDA

CITY COUNCIL MEETING

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

2. Items of Community Interest.

Consent Agenda

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

3. Consent Agenda:

- A. Approval of the minutes of the May 15, 2025, City Council meeting.

Regular Agenda

- 4. Consider approving Resolution Number R 2025-06-00568 to update our official newspaper to include the Dallas Morning News as an alternate paper for required postings. **(Presenter: City Manager John Whitsell)**
- 5. Consider approving Ordinance No. 2025-06-01017, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF LUCAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT ON BEHALF OF THE CITY OF LUCAS; CLARIFYING THAT THE PROPERTY AS DESCRIBED IN THE INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT IS HEREBY RELEASED FROM LUCAS' EXTRATERRITORIAL JURISDICTION AND INCORPORATED INTO WYLIE'S EXTRATERRITORIAL JURISDICTION; PROVIDING A REPEALING; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. **(Presenter: City Manager John Whitsell)**
- 6. Update Council on County Fire Response as it pertains to the City of Lucas **(Presenter: Fire Chief Ted Stephens)**
- 7. Consider authorizing the City Manager to negotiate and enter into an agreement with Innovative Roadway Solutions, LLC to complete Frictional Asphalt Pavement Preservation Treatment - ONYX Fog Seal/Crack Sealing throughout the City of Lucas in an amount not to exceed \$66,748 using funds from Account 11-8209-301, Improvement Roads. **(Presenter: CIP Manager Patrick Hubbard)**

Executive Session

8. Executive Session: There is not an Executive Session

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

- 9. Reconvene from Executive Session and take any action necessary as a result of Executive Session.
- 10. 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 May 30, 2025.

Toshia Kimball, City Secretary

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Toshia Kimball at 972.912.1211 or by email at tkimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

June 5, 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

June 5, 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

Council Agenda Request

June 5, 2025

Requester: Mayor Dusty Kuykendall
City Secretary Toshia Kimball

Agenda Item Request

1. Consent Agenda:

A. Approval of the minutes of the May 15, 2025, City Council meeting.

Background Information

NA

Attachments/Supporting Documentation

1. Minutes of the May 15, 2025, City Council meeting.

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



MINUTES

CITY COUNCIL REGULAR MEETING

May 15, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Chris Bierman
Councilmember Neil Peterson
Councilmember Brian Stubblefield

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Human Resources Manager Alana Cohen
Fire Chief Ted Stephens
Deputy Casey Clopton

City Councilmembers Absent:

Councilmember Tim Johnson
Councilmember Phil Lawrence

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

Citizen Input

1. Citizen Input

No citizen input.

Community Interest

2. Community Interest

- Lucas Farm to Table Market
- Lucas Car Show
- Memorial Day Holiday Closure

Consent Agenda

3. Consent Agenda:

- A. Approval of minutes of the May 1, 2025, City Council meeting.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Bierman, to approve the Consent Agenda as presented. The motion passed unanimously by a 5 to 0 vote.



MINUTES

CITY COUNCIL REGULAR MEETING

May 15, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Regular Agenda

4. **Administer the Oath of Office, Statement of Officer, and Certificate of Election to City Council incumbents, Debbie Fisher, City Council Seat 5, and Neil Peterson, City Council Seat 6, and receive remarks from incoming Councilmembers.**

No motion is required on this item.

5. **Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 1, 2025, and ending May 31, 2026.**

MOTION: A motion was made by Councilmember Peterson, seconded by Mayor Kuykendall, to appoint Debbie Fisher as Mayor Pro Tem to serve for a one-year period beginning June 1, 2025, and ending May 31, 2026. The motion passed unanimously by a 5 to 0 vote.

6. **Discussion and possible action regarding the adoption of the City of Lucas Employee Compensation Philosophy and Strategy, and approval of the associated pay scale.**

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Stubblefield, to adopt the City of Lucas Employee Compensation Philosophy and Strategy and to approve the new City of Lucas Pay Scale as presented. The motion passed unanimously by a 5 to 0 vote.

7. **Consider the selection of the most qualified certified public accounting firm to perform the City's annual audit for fiscal year ending September 30, 2025, and for each of the four (4) subsequent fiscal years, and authorize the City Manager to negotiate the contract.**

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Bierman, to approve the selection of Brookswatson & Co., PLLC for the performance of the City's annual audit for fiscal year end September 30, 2025, and for each of the four (4) subsequent fiscal years and authorize the City Manager to negotiate the contract. The motion passed unanimously by a 5 to 0 vote.

8. **Consider authorizing the City Manager to negotiate and enter into a contract with Fast Construction for an amount not to exceed \$569,000 with a contingency of \$47,678 for a total of \$616,678 from account number 11-8300-200.**

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Peterson, to approve authorizing the City Manager to negotiate and enter into a contract with Fast



MINUTES

CITY COUNCIL REGULAR MEETING

May 15, 2025 | 6:30 PM

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Construction for an amount not to exceed \$569,000 with a contingency of \$47,678 for a total of \$616,678 from account number 11-8300-200. The motion passed unanimously by a 5 to 0 vote.

Executive Session Agenda

9. Executive Session:

- A. The City Council will convene into executive session pursuant to Section 551.076 of the Texas Government Code, DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING, the deployment, or specific occasions for implementation, of security personnel or devices.**

City Council convened into Executive Session at 7:19 pm

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

City Council reconvened from Executive Session at 7:50 pm. No action was taken from the Executive Session.

Adjournment

11. Adjournment.

MOTION: A motion was made by Councilmember Bierman, seconded by Councilmember Stubblefield to adjourn the meeting at 7:50 pm. The motion passed unanimously by a 5 to 0 vote.

APPROVED:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary



City of Lucas

City Council Agenda Request

June 5, 2025

Requester: City Manager John Whitsell

Agenda Item Request

Consider approving Resolution No. 2025-06-00568 to update our official newspaper to include the Dallas Morning News as an alternate paper for required postings.

Background Information

The *Allen American* is the official newspaper for the City of Lucas; however, it publishes weekly on Fridays. On occasion, the City requires the publication of official notices or postings at times when the *Allen American* is not in circulation. This Resolution authorizes the use of *The Dallas Morning News* as an alternate publication for such instances, providing the City with increased flexibility in meeting public notice requirements.

While recent legislative changes permit certain notices to be posted online, the City intends to proceed cautiously. We will continue utilizing traditional print media for official postings until we are confident that all online publication methods fully comply with the new legal standards.

Attachments/Supporting Documentation

Resolution # R 2025-06-00568

Resolution # R 2025-01-00564

Budget/Financial Impact

N/A

Recommendation

Approve as presented.

Motion

I make a motion to approve/deny Resolution No. 2025-06-00568 to update our official newspaper to include the Dallas Morning News as an alternate paper for required postings.

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RESOLUTION R 2025-06-00568

[Designating Official Newspaper]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, DESIGNATING THE *ALLEN AMERICAN* AND THE *DALLAS MORNING NEWS* AS THE OFFICIAL NEWSPAPERS OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, FOR 2025 BEGINNING JUNE 5, 2025 THROUGH DECEMBER 31, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.17 of the City Charter states that the City Council pursuant to state law shall designate by resolution a newspaper of general circulation in the City as the official newspaper of the City as provided by State law; and

WHEREAS, the City Council of the City of Lucas, Texas, therefore, designates the *Allen American* and the *Dallas Morning News* as the official newspapers of the City;

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

SECTION 1. That the City Council of Lucas, Texas, hereby designates the *Allen American* and the *Dallas Morning News*, both public newspapers of general circulation in and for the City of Lucas, Collin County, Texas, as the official newspapers of the City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

SECTION 2. This Resolution shall become effective from and after its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 5th day of June, 2025.

CITY OF LUCAS, TEXAS:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary



RESOLUTION R 2025-01-00564

[Designating Official Newspaper]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, DESIGNATING THE *ALLEN AMERICAN* AS THE OFFICIAL NEWSPAPER OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, FOR 2025 BEGINNING JANUARY 2, 2025 THROUGH DECEMBER 31, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.17 of the City Charter states that the City Council pursuant to state law shall designate by resolution a newspaper of general circulation in the City as the official newspaper of the City as provided by State law; and

WHEREAS, the City Council of the City of Lucas, Texas, therefore, designates the Allen American as the official newspaper of the City;

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

SECTION 1. That the City Council of Lucas, Texas, hereby designates the *Allen American*, a public newspaper in and for the City of Lucas, Collin County, Texas, as the official newspaper of the City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

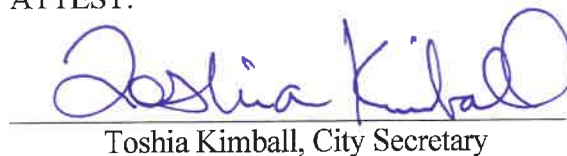
SECTION 2. This Resolution shall become effective from and after its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 2nd day of January, 2025.

CITY OF LUCAS, TEXAS:


Dusty Kuykendall, Mayor

ATTEST:


Toshia Kimball, City Secretary



City of Lucas

City Council Agenda Request

June 5, 2025

Requester: City Manager John Whitsell

Agenda Item Request

Consider approving Ordinance No. 2025-06-01017, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF LUCAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT ON BEHALF OF THE CITY OF LUCAS; CLARIFYING THAT THE PROPERTY AS DESCRIBED IN THE INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT IS HEREBY RELEASED FROM LUCAS' EXTRATERRITORIAL JURISDICTION AND INCORPORATED INTO WYLIE'S EXTRATERRITORIAL JURISDICTION; PROVIDING A REPEALING; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Background Information

At the Regular Council Meeting held on April 17, 2025, the City Council voted not to allow the City of Lucas's Extraterritorial Jurisdiction (ETJ) to be included in the Emergency Services District (ESD) election. The area most impacted by this decision is the portion of our ETJ encompassing the Inspiration community.

The accompanying ordinance and boundary agreement formally release Inspiration from the City of Lucas's ETJ and incorporate it into the City of Wylie's ETJ. Currently, EMS and fire protection services for Inspiration are provided by the City of Wylie.

Attachments/Supporting Documentation

Ordinance
Interlocal Boundary Agreement

Budget/Financial Impact

N/A

Recommendation

Approve as presented.

Motion

I make a motion to approve/deny Ordinance No. 2025-06-01017.



ORDINANCE NO. 2025-06-01017

**[APPROVING INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT BETWEEN
THE CITY OF LUCAS AND THE CITY OF WYLIE]**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF WYLIE AND THE CITY OF LUCAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT ON BEHALF OF THE CITY OF LUCAS; CLARIFYING THAT THE PROPERTY AS DESCRIBED IN THE INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT IS HEREBY RELEASED FROM LUCAS' EXTRATERRITORIAL JURISDICTION AND INCORPORATED INTO WYLIE'S EXTRATERRITORIAL JURISDICTION; PROVIDING A REPEALING; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lucas, Texas ("City Council") desires to enter into an Interlocal Boundary Adjustment Agreement between the City of Wylie, Texas ("Wylie") and the City of Lucas, Texas ("Lucas"), as set forth in Exhibit 1, attached hereto and incorporated herein for all purposes (collectively, the "Property") ; and

WHEREAS, the City Council finds that it would be advantageous and beneficial to Lucas and its citizens to approve the Interlocal Boundary Adjustment Agreement and to confirm that the property described in the Interlocal Boundary Adjustment Agreement is released from Lucas' extraterritorial jurisdiction and incorporated into Wylie's extraterritorial jurisdiction in order to promote orderly delivery of municipal fire services within such property; and

WHEREAS, the City Council finds that all legal notices, procedures and other requirements for approving the Interlocal Boundary Adjustment Agreement have been performed and completed in the manner and form required by law.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Approval of Interlocal Boundary Agreement. The City Council hereby approves the terms and conditions of the Interlocal Boundary Adjustment Agreement attached as

Exhibit “1.” The City Manager is authorized and directed to execute, on behalf of Lucas, the Interlocal Boundary Adjustment Agreement attached as Exhibit “1.”

SECTION 3. Official Map and Boundaries Amended. Upon adoption of this Ordinance and the mutual execution of the Interlocal Boundary Agreement, the official map and boundaries of Lucas shall be amended, if necessary, in accordance with the Interlocal Boundary Agreement. A certified copy of this Ordinance with the mutually executed Interlocal Boundary Adjustment Agreement shall be filed in the County Clerk’s Office of Collin County, Texas.

SECTION 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

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

APPROVED:

Dusty Kuykendall, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(05-28-2025: 4929-5293-5751, v. 1)

Toshia Kimball, City Secretary

Exhibit 1
Interlocal Boundary Adjustment Agreement

[__ pages attached hereto]

4929-5293-5751, v. 1

STATE OF TEXAS §

COUNTY OF COLLIN §

**INTERLOCAL BOUNDARY ADJUSTMENT AGREEMENT BETWEEN
THE CITIES OF LUCAS AND WYLIE**

WHEREAS, the City of Lucas, Texas (“Lucas”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

WHEREAS, the City of Wylie, Texas (“Wylie”), is a Home Rule municipality created pursuant to state law, and located in Collin County, Texas; and

WHEREAS, both Lucas and Wylie (collectively, “Parties”) are empowered to enter into agreements concerning their respective extraterritorial jurisdiction (“ETJ”) boundaries and corporate limit boundaries by, but necessarily limited to, the authority granted them pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act and Chapter 43 of the Texas Local Government Code, to enter into agreements with one another to perform governmental functions such as the determination of ETJ boundaries and corporate limit boundaries; and

WHEREAS, Lucas and Wylie are empowered pursuant to Section 42.023 of the Texas Local Government Code to reduce their respective ETJ boundaries by ordinance or resolution; and

WHEREAS, Wylie is empowered pursuant to Section 43.003 of the Texas Local Government Code to fix its ETJ boundaries and corporate limit boundaries and to exchange area with other municipalities; and

WHEREAS, the Parties are empowered pursuant to Section 43.015 of the Local Government Code to make mutually agreeable changes in the boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Lucas and Wylie share common boundaries; and

WHEREAS, Lucas and Wylie have identified an area that is within Lucas’ ETJ, consisting of approximately Three Hundred and Twenty (320) acres of land, the depiction of which is attached hereto ***Exhibit A*** and incorporated herein for all purposes (collectively, the “Property”); and

WHEREAS, the Parties desire to identify a mutually agreeable ETJ boundary between the two communities, and provide a mechanism designed to ensure, to the extent legally permissible,

that both cities have agreed upon boundaries upon which they can rely so that each city may have certainty in its respective planning and development decisions for these areas; and

WHEREAS, the Parties agree that it is in the best interests of the residents of their respective communities to establish a mutually agreeable ETJ boundary; and

WHEREAS, the Parties have determined that this Boundary Adjustment Agreement Between the Cities of Lucas and Wylie (“Agreement”) is in each party’s best interests, as well as in the best interests of their respective citizens, and that this Agreement concerns only the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made and the benefits to each party resulting here from, and the recitals set forth above which are made contractual provisions of this Agreement, Lucas and Wylie do hereby contract, covenant and agree as follows with respect to the Property:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the date of the last party to execute this Agreement (the “Effective Date”) and shall remain in effect in perpetuity, to the extent authorized by law, until and unless terminated by agreement of the Parties.

SECTION 3. AGREEMENT

The Parties hereby agree to establish and recognize the new extraterritorial jurisdiction boundary delineated by the dashed boundary lines as shown in ***Exhibit B*** as attached hereto. Lucas, through this Agreement, hereby releases, relinquishes, waives, and discontinues any claim, jurisdiction, or entitlement to the Property as being within Lucas’ ETJ as a result of the herein described boundary adjustment, to the extent that any such claim, jurisdiction, or entitlement existed as of the Effective Date of this Agreement.

SECTION 5. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

A. The persons signing this Agreement on behalf of the cities have been duly authorized and empowered to do so by a vote of their respective governing bodies and the passage of an appropriate ordinance. The adoption of any such ordinance or the performance of any other

action hereunder shall be contingent, and neither shall be deemed effective nor enforceable by one of the parties against the other, unless and until such time as both parties have adopted such an ordinance or taken such other necessary acts as mirror the other's acts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

B. This Agreement may not be assigned. It embodies the entire agreement between the Parties and may not be amended except in writing.

C. In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

E. This Agreement shall supersede and replace any and all prior agreements between the Parties regarding the matters addressed in this Agreement to the extent of any conflict between this Agreement and any such prior agreements.

F. The Parties agree that Lucas shall have no obligations to provide municipal services to or otherwise exert jurisdiction over the Property, it being the parties' intent that Wylie has the right and obligation to provide municipal services to the Property, subject to ordinances and regulations of Wylie and Texas law.

G. Lucas hereby waives all of its jurisdiction, if any, in or to the Property. It is expressly agreed and understood that this waiver shall operate only in favor of the parties to this Agreement and shall not constitute a waiver of any right, including ETJ rights, which either party may be able to assert against any other municipality. The Parties agree that nothing in this Agreement releases, relinquishes, diminishes, waives or lessens in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or jurisdictional claims made by the other party, not related to the Property.

H. This Agreement is for the benefit of the parties, and does not and shall not confer or extend any benefit or privilege to any third party.

EXECUTED this the _____ day of _____ 2025.

ATTEST:

CITY OF LUCAS, TEXAS

Toshia Kimball, City Secretary

_____,
John Whitsell, City Manager

ATTEST:

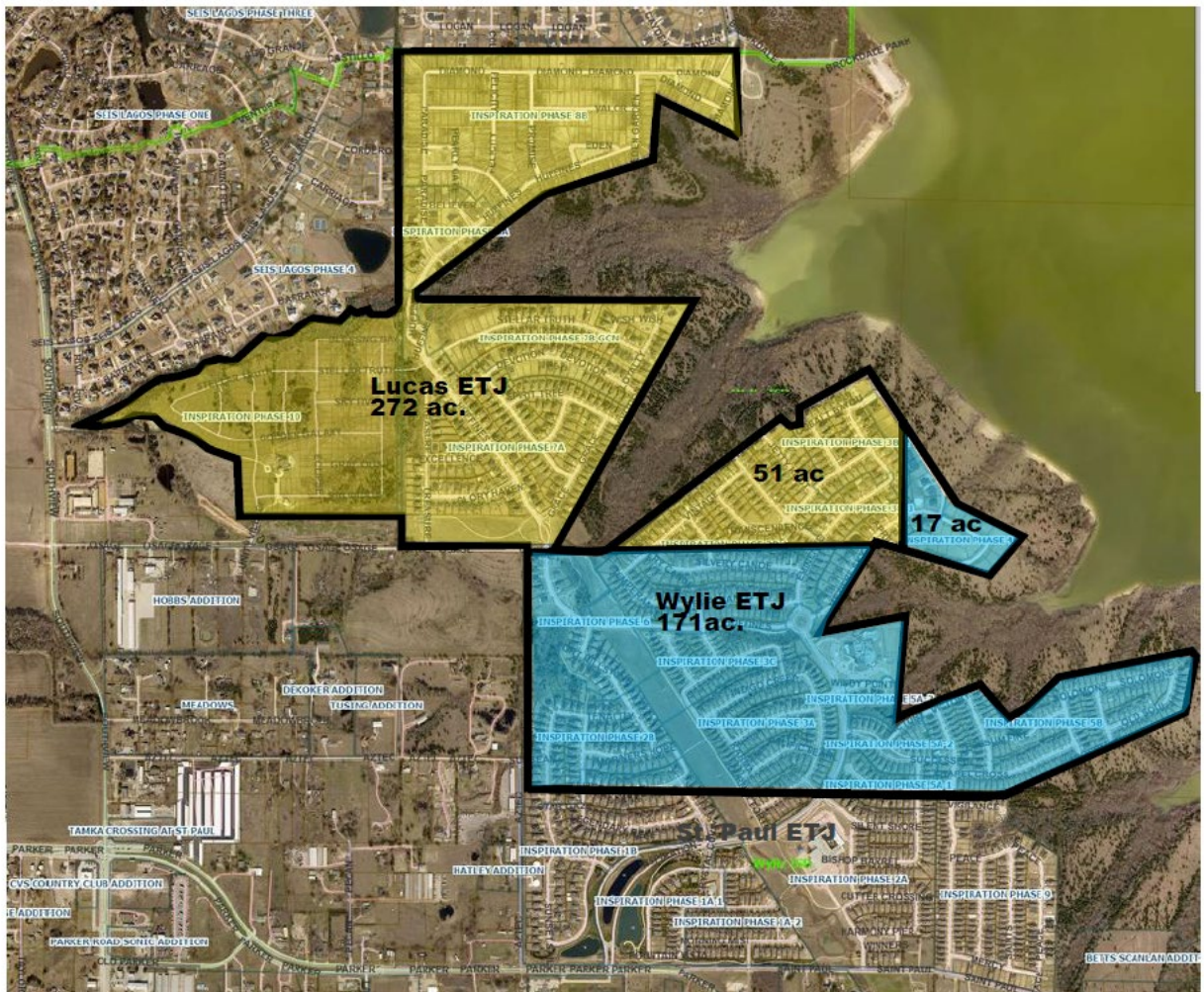
CITY OF WYLIE, TEXAS

Stephanie Storm, City Secretary

Matthew Porter, Mayor

EXHIBIT A

CURRENT INSPIRATION ETJ BOUNDARY MAP & Legal Descriptions



Subdivision	ETJ	Total SF Lots	Total Open Space Lots	Total Acreage	Lucas Acreage	Lucas SF Lots	Lucas Open Space Lots	Wylie Acres Only*	Wylie SF Lots	Wylie Open Space Lots
Inspiration Phase 3B-1	Lucas/Wylie	199	6	56.977	30.377	87	2	26.6	112	4
Inspiration Phase 3B-2	Lucas/Wylie	46	1	14.143	13.200	42	1	0.943	4	0
Inspiration Phase 3B-3	Lucas	10	0	6.017	6.017	10	0	0	0	0
Inspiration Phase 3C	Wylie	54	3	16.431				16.431	54	3
Inspiration Phase 4A	Wylie/Lucas	29	4	16.832	11.132	6	4	5.7	23	0
Inspiration Phase 4B	Wylie	19	1	8.85				8.85	19	1
Inspiration Phase 5A-2	Wylie	30	4	7.753				7.753	30	4
Inspiration Phase 5A-3	Wylie	5	2	3.125				3.125	5	2
Inspiration Phase 5B	Wylie	170	7	39.465				39.465	170	7
Inspiration Phase 6	Wylie	29	6	21.561				21.561	29	6
Inspiration Phase 7A	Lucas	152	7	65.205	65.205	152	7	0	0	0
Inspiration Phase 7B	Lucas	106	7	35.834	35.834	106	7	0	0	0
Inspiration Phase 8A	Lucas	38	6	13.961	13.961	38	6	0	0	0
Inspiration Phase 8B	Lucas	231	13	74.914	74.914	231	13	0	0	0
Inspiration Phase 10	Lucas	287	8	73.159	73.159	287	8	0	0	0
		1414	75	454.227	323.739	968	48	130.428	446	27

EXHIBIT B

NEW WYLIE INSPIRATION ETJ BOUNDARY MAP

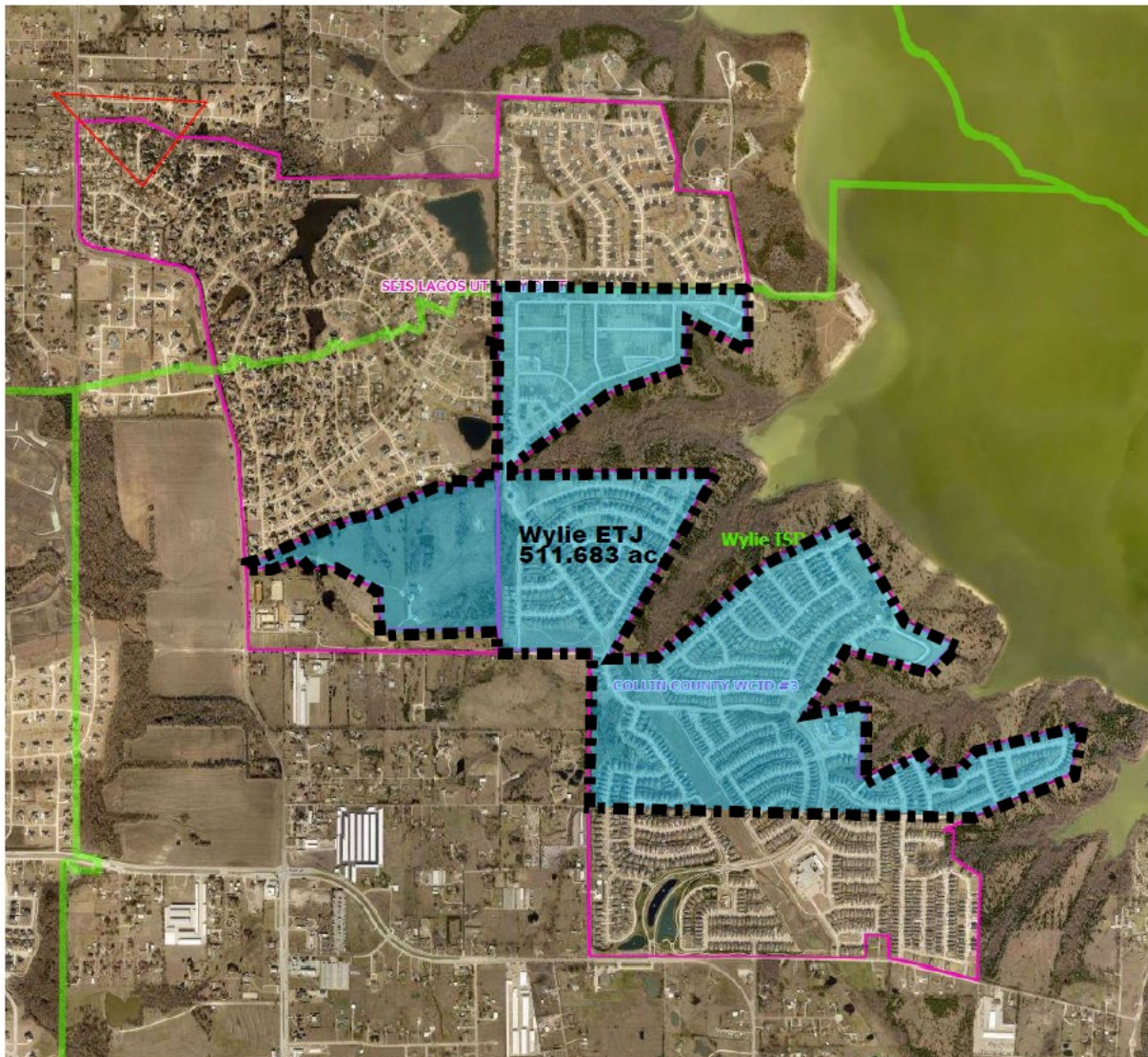


EXHIBIT B

NEW WYLIE INSPIRATION ETJ LOT BREAKDOWN

<u>Subdivision</u>	<u>ETJ</u>	<u>Ttl Lots</u>	<u>Ttl Acreage</u>
Inspiration Phase 2B	Wylie	58	19.8
Inspiration Phase 3A	Wylie	110	37.1
Inspiration Phase 3B-1	Wylie	205	56.977
Inspiration Phase 3B-2	Wylie	47	14.143
Inspiration Phase 3B-3	Wylie	19	6.017
Inspiration Phase 3C	Wylie	57	16.431
Inspiration Phase 4A	Wylie	33	16.832
Inspiration Phase 4B	Wylie	20	8.85
Inspiration Phase 5A-1	Wylie	2	0.556
Inspiration Phase 5A-2	Wylie	34	7.753
Inspiration Phase 5A-3	Wylie	7	3.125
Inspiration Phase 5B	Wylie	177	39.465
Inspiration Phase 6	Wylie	35	21.561
Inspiration Phase 7A	Wylie	159	65.205
Inspiration Phase 7B	Wylie	113	35.834
Inspiration Phase 8A	Wylie	44	13.961
Inspiration Phase 8B	Wylie	244	74.914
Inspiration Phase 10	Wylie	295	73.159
		1659	511.683



City of Lucas

City Council Agenda Request

June 5, 2025

Item No. 06

Requester: Fire Chief Ted Stephens

Agenda Item Request

Update Council on County Fire Response as it pertains to the City of Lucas.

Background Information

The City of Princeton has recently informed area fire departments, including Lucas Fire-Rescue that it will no longer respond to its Extraterritorial Jurisdiction effective October 1, 2025.

Attachments/Supporting Documentation

1. None

Budget/Financial Impact

There is no planned budget/financial impact for the City of Lucas.

Recommendation

Discussion item, no recommendation

Motion

No motion needed.



City of Lucas

City Council Agenda Request

June 5, 2025

Requester: Capital Improvement Projects Manager Patrick Hubbard

Agenda Item Request

Consider authorizing the City Manager to negotiate and enter into an agreement with Innovative Roadway Solutions, LLC to complete Frictional Asphalt Pavement Preservation Treatment - ONYX Fog Seal/Crack Sealing throughout the City of Lucas in an amount not to exceed \$66,748 using funds from Account 11-8209-301, Improvement Roads.

Background Information

This item provides funds for Frictional Asphalt Pavement Preservation Treatment - ONYX Fog Seal/Crack Sealing. This item is provided as part of the Road Improvement Program and as discussed at the Streets Workshop held on April 24, 2025. Work areas are shown on the maps attached to this item and include a portion of Stinson Road, and portion of Lakeview Drive, Bloom Street and North Star Road.

Attachments/Supporting Documentation

1. Quote from Innovative Roadway Solutions
2. Contract – Grand Prairie and Innovative Roadway Solutions, LLC
3. Amendment to Price Agreement – Grand Prairie and Innovative Roadway Solutions, LLC
4. Onyx Area 1 Map
5. Onyx Area 2 Map

Budget/Financial Impact

The current budget for Account 11-8209-301 for Fiscal Year 2024-2025 is \$862K. This project would use 7.7% of road improvements and maintenance funding set aside in this account.

Recommendation

It is the recommendation of staff that City Council approve entering into an agreement with Innovative Roadway Solutions, LLC to complete Frictional Asphalt Pavement Preservation Treatment - ONYX Fog Seal/Crack Sealing.

Motion

Consider authorizing the City Manager to negotiate and enter into an agreement with Innovative Roadway Solutions, LLC to complete Frictional Asphalt Pavement Preservation Treatment - ONYX Fog Seal/Crack Sealing throughout the City of Lucas in an amount not to exceed \$66,748 using funds from Account 11-8209-301, Improvement Roads.



Innovative Roadway Solutions, LLC.

493 Doctor M. Roper Pkwy N

Bullard, TX 75757

903/894-4520*fax 903/894-4620

www.innovativeroadwaysolutions.com

Frictional Asphalt Pavement
Preservation Treatment
ONYX Fog Seal / Crack Sealing

QUOTATION	DATE:	4/7/25
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TO: City of Lucas

JOB DETAILS

County:	COLLIN	Highway:	Stinson/Area 46
Control:	n/a	BID Date:	4/7/25
Project:	City of Lucas 2025 ONYX project		
Length:	2.6 MI		
Description:	BITUMINOUS MASTIC SURFACE PRESERVATION TREATMENT		

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXT
5A	SURFACE SEAL (AREA 1 AND 2)	SY	22,090.00	\$2.75	\$60,747.50
8A	TRAFFIC CONTROL PER DAY	DAY	1.5	\$4,000.00	\$6,000.00
				TOTAL	\$66,747.50

DISCLOSURES

INNOVATIVE ROADWAY SOLUTIONS WILL PROVIDE EQUIPMENT, LABOR AND MATERIALS TO APPLY THE ONYX SURFACE SEALING TREATMENT.

INNOVATIVE WILL PROVIDE ALL TRAFFIC CONTROL IN SUPPORT OF THE SURFACE SEALING.

NOTICES TO THE HOME OWNERS OF THE IMPENDING WORK WILL BE HANDLED BY INNOVATIVE

INGRESS AND EGRESS WILL BE MAINTAINED THROUGHOUT THE SEALING OPERATION HOWEVER, WE WOULD ASK THAT HOME OWNERS REFRAIN FROM PARKING ON THE STREETS AND THAT THEY DO NOT DRIVE ACROSS THE SEALER UNTIL SUCH TIME THAT IT IS DRIED AND CURED. IN THE EVENT THAT A HOMEOWNER DRIVES ACROSS THE ONYX AFTER BEING DIRECTED NOT TO, CLEAN UP OF THE CONCRETE DRIVEWAY WILL BE THE REPONSIBILITY OF THE HOMEOWNER.

OWNER TO PROVIDE TRASH PICK UP AND YARD SERVICE SCHEDULE TO NOT CONFLICT WITH SEALING.

PRICE BASED UPON A CONTINUOUS OPERATION ONCE ON SITE. DELAYS DUE TO ROADWAYS NOT BEING READY WILL RESULT IN THOSE ROADS NOT BEING TREATED.

EACH PASS WILL REQUIRE APPROX. 30-45 MINUTES TO DRY AND CURE.

ONYX TO BE APPLIED AT A TOTAL OF 2.5 LBS PER SQUARE YARD IN 2 PASSES.

THE QUANTITY ABOVE IS ESTIMATED. INVOICED ON ACTUAL SY COMPLETED IN PLACE

INNOVATIVE IS NOT RESPONSIBLE FOR STRIPING EFFECTED BY ONYX APPLICATION

PRICE INCLUDES BASIC SWEEPING AND PAVEMENT BLOWING. MAJOR MUD, DIRT AND DEBRIS TO BE REMOVED BY OWNER PRIOR TO OUR ARRIVAL.

THIS QUOTE SHALL BE MADE A PART OF ANY SUBCONTRACT. IF THERE IS A CONFLICT BETWEEN THE THE SUBCONTRACT AND THIS QUOTE, THIS QUOTE SHALL PREVAIL.

QUOTE GOOD FOR 15 DAYS SUBSEQUENT TO AWARD.

SIGNED: Kevin L. King

TITLE: PRESIDENT-INNOVATIVE ROADWAY



Contract Coversheet

Dept: * Purchasing

Contract ID: 20786 R4

For: Transportation Services

Bid Number: 21063

Contact Name: Kimberley Ruiz

Contact Phone: * 8089

Contact Email: * kgruiz@gptx.org

Vendor Name: Innovative Roadway Solutions, LLC

Vendor Email: kking@missouripetroleum.com

Project Name: Surface Preservation Treatment Services

Summary Renewal 4 of 4

Permanent Retention *

☐ Yes

☒ No

Contract Amount

\$ 249,000.00

Total Contract Amount over all terms

\$ 1,196,000.00

Account #

Work Order #

Implementation Date

5/1/2025

Termination Date

4/30/2026

Council Approval Date

5/4/2021

Contract Approvals

Department Manager:

Sign

Date

City Attorney Signature

Sign

Date 4/1/2025

City Manager Signature

Sign

Date 4/1/2025

City Secretary Signature

Gloria Colvin

Date 4/1/2025

Legal Reviewer

Which attorney previously reviewed this contract?

No Prior Legal Review



March 7, 2025

Innovative Roadway Solutions, LLC
ATTN: Kevin King, President
493 Dr. M. Roper Pkwy N, Bullard, TX 75757
kking@missouripetroleum.com

Subject: Renewal **4 of 4** for **RFB 21063/Contract ID # 20786**

To whom it may concern,

The City and Innovative Roadway Solutions, LLC entered into the referenced contract for surface preservation treatment services, which provides for renewal options. The current term of the contract will expire on April 30, 2025, and the City wishes to renew the contract for an additional year set to expire April 30, 2026, under the same terms and conditions and in accordance with this letter. If you wish to renew the contract, please acknowledge your desire to do so by responding "I agree" to this letter. By acknowledging your desire to renew the contract, you warrant that you are authorized to execute the renewal on behalf of the contracting party.

☒ If you wish to renew the contract.

☐ If you do not wish to renew the contract, please explain.

Please attach a current Certificate of Insurance showing that insurance is in the effect of the types and kinds required under the contract.

If you have a question, please feel free to contact me.

Signature

A handwritten signature in blue ink, appearing to read "Kevin King".

Digitally signed by Kevin King
DN: cn=Kevin King, o=Missouri Petroleum Products Company, LLC, ou,
email=kking@missouripetroleum.com, c=US
Date: 2025.03.11 09:52:30 -05'00'
Adobe Acrobat version: 2025.001.20428

Date **3/11/25**

Respectfully,

A handwritten signature in blue ink, appearing to read "Kimberley Ruiz".

Kimberley Ruiz, Senior Buyer

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/19/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of MO, LLC 12645 Olive Blvd Ste 300 St Louis, MO 63141 314 523-8800		CONTACT NAME: Megan Wilkerson PHONE (A/C, No, Ext): 314 523-8800 FAX (A/C, No): 314 453-7555 E-MAIL ADDRESS: megan.wilkerson@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Zurich American Insurance Co. 16535	
		INSURER B : Endurance American Specialty Ins Co 41718	
		INSURER C : Gemini Insurance Company 10833	
		INSURER D : Shepherd Specialty Insurance Services	
		INSURER E : Allied World National Assurance Company	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	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:	☒	☒	GLO353785700	03/05/2025	03/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	☒	☒	BAP353785800	03/05/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒	☒	ELD30081960700	03/05/2025	03/01/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒	WC353785600	03/05/2025	03/01/2026	☒ 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	Excess Auto Liab.			GVE100350401	03/05/2025	03/01/2026	\$4M Occ./\$4M Aggregate
D	Excess Liability			CSX00055471P02	03/05/2025	03/01/2026	\$6M Occ./\$6M Aggregate
E	Excess Liability			03146133	03/05/2025	03/01/2026	\$9M Occ./\$9M Aggregate

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

- The Coverage shown above is primary and is not additional to or contributing with any other insurance by or for the benefit of Additional Insureds.

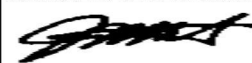
GENERAL LIABILITY
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Prairie
P.O. Box 534045
Grand Prairie, TX 75053-0000

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



DESCRIPTIONS (Continued from Page 1)

- Designated Per Project General Aggregate
- Designated Per Location General Aggregate
- Additional Insured: Vendors per written contract or written agreement
- Additional Insured - Owner, Manager or Lessor of Premises at which you are performing or have performed operations. Person/Organization: Each Premises Owner, Manager or Lessor that you agree, but not in a written contract or agreement, to include as an Additional Insured on this coverage part.
- PROJECT/LOCATION: Each Project for which a written contract you have with a tenant of the premises: 1) Owned or Leased by a person or organization that is a premises owner or Lessor or 2) Managed by a person or organization that is a premises manager WHICH REQUIRE "YOUR WORK" to be performed for such tenant.
- Additional Insured - Mortgagee, Assignee or Receiver in favor of: Each Mortgagee, Assignee or Receiver that you agree, but not in a written contract or agreement, to include as an Additional Insured.
- Additional Insured: Lessor of Leased Equipment Automatic Status when required in lease agreement
- Additional Insured: State or Governmental Agency or Political Subdivision Permits or Authorization where required by written contract or agreement
- Primary & Non-Contributory per written contract or agreement
- Waiver of Subrogation per written contract or agreement
- Broadened Contractual Liability; Removes the 50ft Railroad Exclusion.
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed. 7 Day Notice of Cancellation due to non-payment of premium.

BUSINESS AUTO LIABILITY

- Additional Insured when required by written contract or agreement
- Lessor: Additional Insured and Loss Payee Any Lessor for Any Leased Autos
- Loss Payable per written contract or agreement
- Primary & Non-Contributory Coverage when required by written contract or agreement
- Waiver of Subrogation when required by written contract or agreement
- Coverage for Certain Operations in Connection with Railroads: Any Railroad All work in connection with construction or demolition operations within 50 ft. of a railroad.
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed. 7 Day Notice of Cancellation due to non-payment of premium.

PHYSICAL DAMAGE COVERAGE:

Valuation: Actual Cash Value

- Private Passenger and Commercial Vehicles (other than Tractors)
 - o Comprehensive Deductible: \$250
 - o Collision Deductible: \$500
- For Tractors:
 - o Comprehensive Deductible: \$1,000
 - o Collision Deductible: \$1,000
- Hired Car Physical Damage:
 - o Comprehensive Deductible: \$100
 - o Collision Deductible: \$500

WORKERS COMPENSATION / EMPLOYERS LIABILITY

- Workers Comp Coverage is provided for All States except Monopolistic States
- Employers Liability coverage is provided for All States including Monopolistic States (ND, OH, WA & WY)
- USL&H Coverage is provided for the following States: MO and IL
- Waiver of Subrogation when required by written contract or agreement
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed. 7 Day Notice of Cancellation due to non-payment of premium.

SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

The Certificate Holder is included as an Additional Insured on a primary and noncontributory basis for ongoing and completed operations by the General Liability policy, and the Automobile Liability and Excess/Umbrella Liability policies if required by written contract. A Waiver of Subrogation is included where permissible by law in favor of the Certificate Holder by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability and Excess/Umbrella Liability policies if required by written contract. In the event of cancellation by the insurance company(ies) the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

**CITY OF GRAND PRAIRIE
AMENDMENT TO PRICE AGREEMENT**

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **INNOVATIVE ROADWAY SOLUTIONS, LLC** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide surface preservation treatment services, per bid award resulting from vendor's response to RFB #21063, submitted by Kevin King on April 12, 2021; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$1,000,000.00 if all extensions were exercised. The Agreement was effective as of May 5, 2021, and was to terminate at midnight on April 30, 2022, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, VENDOR requested a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry and the first of four available renewal options were executed on May 5, 2022 and extended the term of the contract through April 30, 2023; and

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The CITY agrees that the price redetermination is acceptable and in the best interest of the CITY and such price increase, which is attached hereto and incorporated herein as Exhibit A; and
2. The parties mutually agree to execute the second of the four available renewal options and extend the contract expiration to midnight on April 30, 2024 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
3. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$249,000.00, to reflect the contract renewal; and
4. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined

single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

5. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

6. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie

ATTN: Kimberley Ruiz, Senior Buyer | Purchasing Division

300 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Phone 972-237-8089 | Email kg Ruiz@gptx.org

Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie

ATTN: Leland Miller, Streets Division

1821 S. SH 161, Grand Prairie, TX 75052

PO Box 534045, Grand Prairie, TX 75053-4045

Phone 972-237-8529 | Email lmiller@gptx.org

VENDOR:

Innovative Roadway Solutions, LLC

ATTN: Kevin King, President

493 Dr. M. Roper Pkwy. N., Bullard, TX, 75757

Phone 903-894-4520 | Email kking@missouripetroleum.com

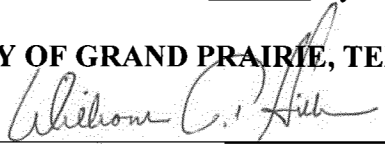
Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the

regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

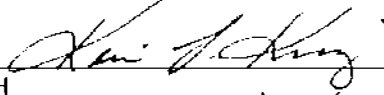
7. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the _____ day of _____ 3/1/2023 . 20__.

CITY OF GRAND PRAIRIE, TEXAS

By: 
Deputy City Manager

INNOVATIVE ROADWAY SOLUTIONS, LLC

By: 
Printed
Name: KEVIN L. KING
Title: PRESIDENT

ATTEST:

for 
Monia Lisa Galicia, City Secretary

APPROVED AS TO FORM:




By Akeem Ayinde, Assistant City Attorney

Surface Preservation Treatment**BID SHEET ~ RFB #21063****Vendor:**

IRS, LLC

Contact:

KEVIN KING

Email:

@missouripetroleum.com

Phone:

9035215104

City/State:

Bullard, TX

All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees

QUANTITY CONVERSION				
1	Surface Seal 5,000 to 10,000 sy	1	SY	\$ 5.05
2	Surface Seal 10,001 to 20,000 sy	1	SY	\$ 4.75
3	Surface Seal 20,001 to 300,000 sy	1	SY	\$ 3.85
4	Surface Seal 30,001 to 100,000 sy	1	SY	\$ 2.91
5	Surface Seal >100,000 sy	1	SY	\$ 2.75
6	Remove reflective markers	1	EA	\$ 2.00
7	Temporary tabs	1	EA	\$ 1.00
8	Traffic Control per job	1	JOB	\$ 4,000.00
TOTAL				
SAMPLE SPECIFICATIONS (for evaluation only)				
9	*Road A - Large Job 1700 x 30 (specs below)	1	JOB	
10	*Road B - Small Job 400 x 30 (specs below)	1	JOB	
TOTAL				

* Quantity bid as one each for each item. See paragraph 11 for typical work included as part of a work order. Actual quantity subject to work order details; Bid quantity will vary based on detailed work order. ** Projects for less than < 49,999 will have a scope planned for 3 or less working days.

SAMPLE SPECS				
Sample Road	Road Length (Ft)	Road Width (Ft)	Surface Seal (Sq. Yds.)	Primer (SF)
Road A	1700	30	5666.67	200
Road B	400	27	1200.00	100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2022

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
McGriff Insurance Services, Inc.
P.O. Box 10265
Birmingham, AL 35202

CONTACT
NAME: Martha Lee Hawkins
PHONE (A/C, No, Ext): 800-476-2211
E-MAIL: mhawkins@mcgriff.com
ADDRESS: mhawkins@mcgriff.com

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

11150

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Innovative Roadway, LLC
493 Doctor M Roper Pkwy N
Bullard, TX 75757

COVERAGES

CERTIFICATE NUMBER: 8ESXGUQ6

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
A	☒ COMMERCIAL GENERAL LIABILITY		ZAGLB9218906	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 10,000,000
						PRODUCTS - COMP/OP AGG \$ 10,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PROJECT ☐ LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY		ZACAT9241206	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	X X			BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY					\$
A	UMBRELLA LIAB	☒ OCCUR	31UFP8980201	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE	X X			AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ZAWCI9388006	10/01/2022	10/01/2023	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	Part I WC excludes ND, OH, WA, WY; Part II EL includes ND, OH, WA, WY			E L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X			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)

The Certificate Holder is included as an Additional Insured on a primary and noncontributory basis for ongoing and completed operations by the General Liability policy, and the Automobile Liability and Excess/Umbrella Liability policies if required by written contract. A Waiver of Subrogation is included where permissible by law in favor of the aforementioned Additional Insured(s) by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability and Excess/Umbrella Liability policies if required by written contract. In the event of cancellation by the insurance company(ies) the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

CANCELLATION

The City of Grand Prairie
P.O. Box 534045
Grand Prairie, TX 75053

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

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff Insurance Services, Inc.		INSURED Innovative Roadway, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 09/28/2022	

ADDITIONAL REMARKS

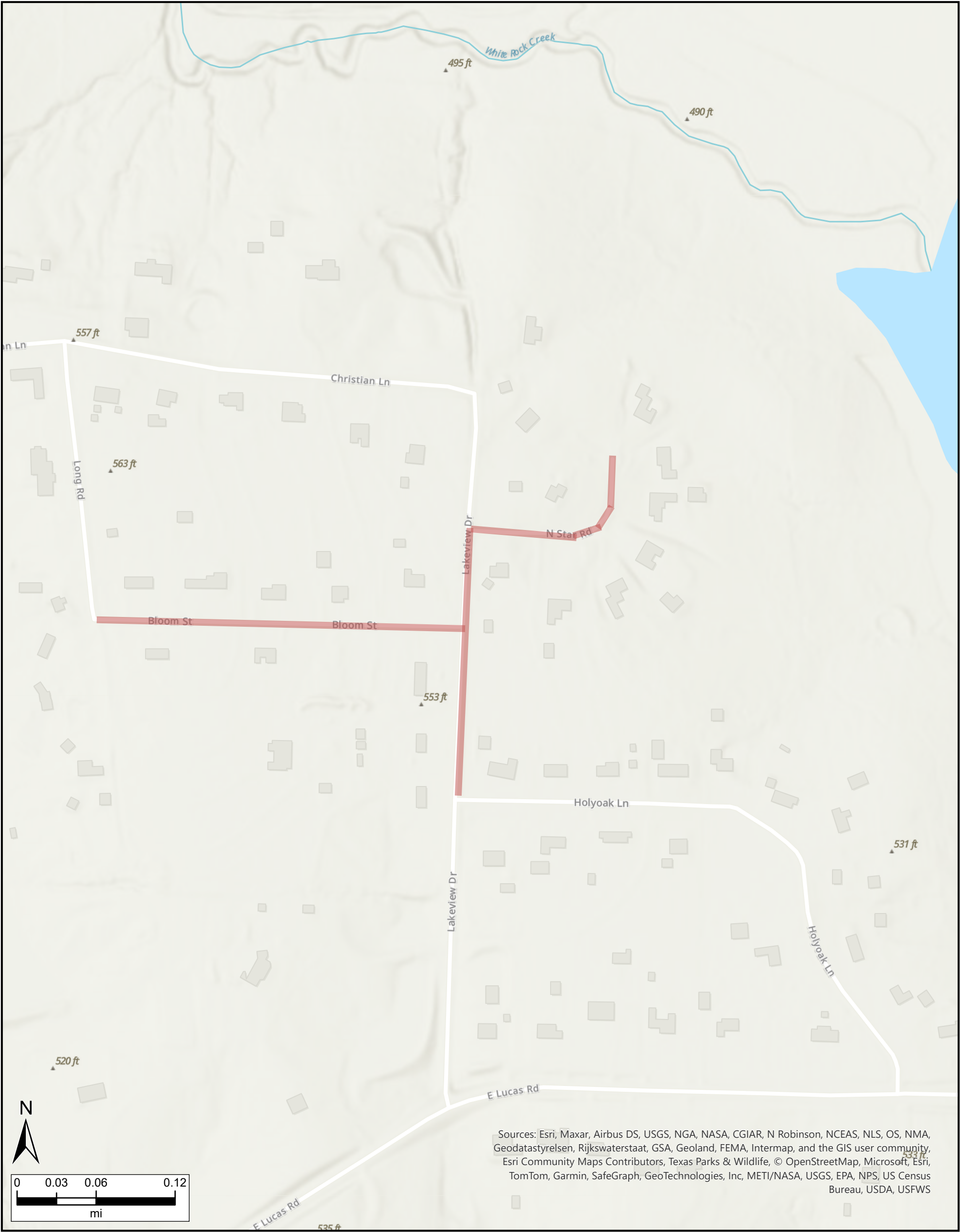
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Professional Liability
Insurer: Indian Harbor Insurance Company
Policy Number: CEO744648505
Effective Date: 10/01/2022 - 10/01/2023

Limits of Liability:
\$1,000,000 Each Claim
\$1,000,000 Aggregate Limit
\$20,000,000 Policy Aggregate Limit
\$50,000 Self Insured Retention

Onyx Area 1



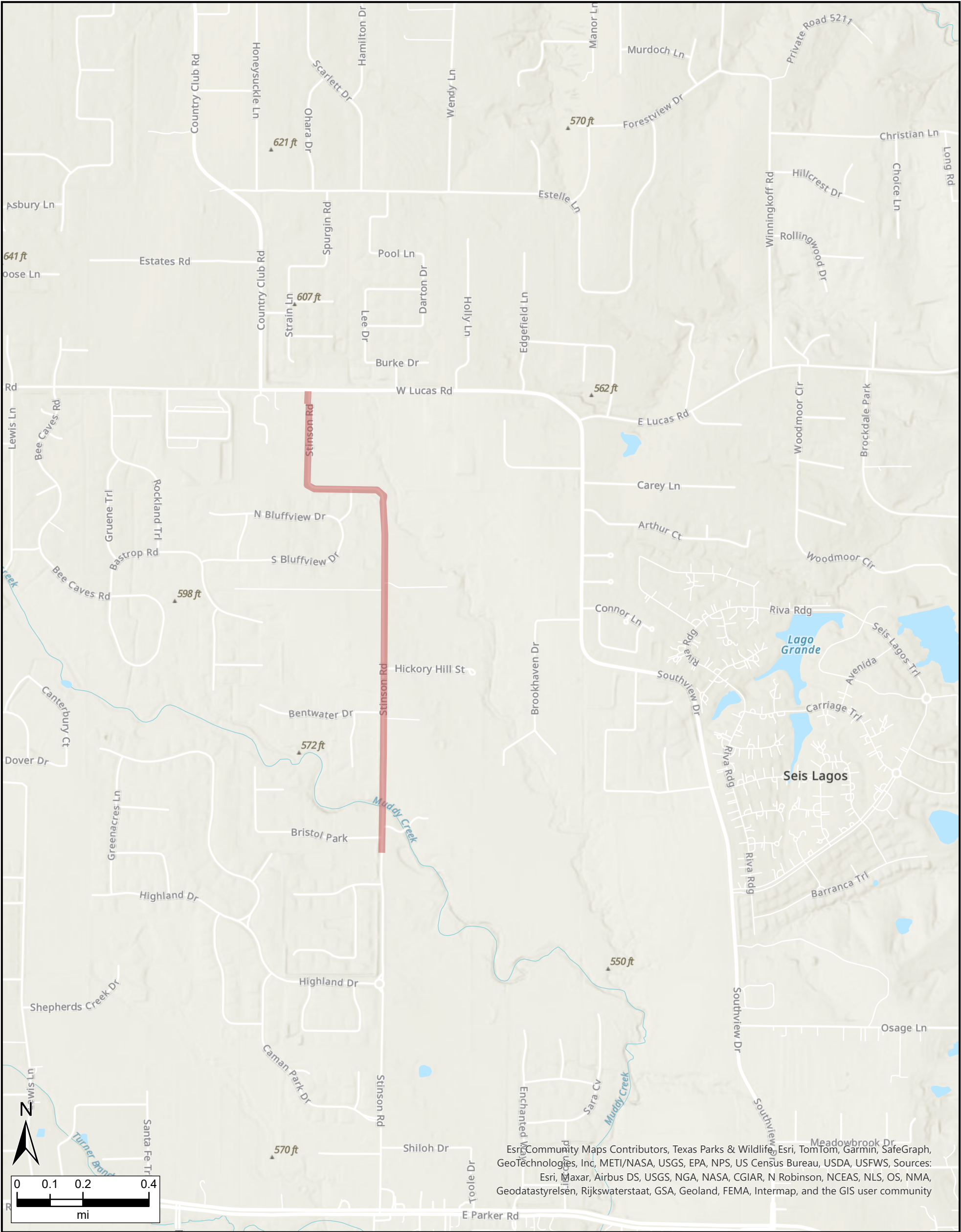
Legend

Approximately 2,800 Linear Feet

Width of pavement is variable but approximately 20 Liner Feet



Onyx Area 2



Esri, Community Maps Contributors, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Legend

Approximately 7,000 Linear Feet

Width of pavement is variable but approximately 20 Liner Feet





City of Lucas

City Council Agenda Request

June 5, 2025

Item No. 08

Requestor: Mayor Dusty Kuykendall

Agenda Item Request

Executive Session: There is not an Executive Session scheduled for this session.

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request June 5, 2025

Item No. 09

Requester: Mayor Dusty Kuykendall

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