AGENDA
CITY COUNCIL MEETING
March 5, 2026 | 6:30 PM
Council Chambers
City Hall | 665 Country Club Road, Lucas, TX

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, March 5, 2026, 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/163/Watch-Live-Meetings.

How to Provide Input at a Meeting:

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

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

Call to Order

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

Citizen Input

1. Citizen Input.

Community Interest

Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest.

Consent Agenda

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

3. Consent Agenda

   A. Approval of the February 19, 2026 City Council Meeting Minutes

   B. Approval of the City of Lucas Quarterly Investment Report ended December 31, 2025.

Public Hearing

4. Conduct a public hearing to consider a request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as a private school totaling fifteen hundred (1,500) square feet in size. **(Joe Hilbourn, Development Services Director)**

5. Conduct a public hearing to approve Ordinance #2026-03-01040, a request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002. **(Joe Hilbourn, Development Services Director)**

Regular Agenda

6. Consider the acceptance and approval of the City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025 presented by Mike Brooks from BrooksWatson & Co., PLLC, (BW&C). **(Liz Exum, Finance Director, Mike Brooks - BW&C)**

7. Consider approval of a budget amendment transferring funds from unrestricted reserves in the amount of $36,172.20 to account Number 11-8999-200 building improvements for renovations to the City Hall front entry, Utilities/Court Clerk's Office expansion, and associated security enhancements. **(Joe Hilbourn, Development Services Director)**

8. Consider and hear an update from the Lucas Fire Department. **(Interim Fire Chief Rick Lasky)**

9. Consider calling a special City Council meeting for the purpose of canvassing the May 2, 2026, election results. **(Dusty Kuykendall, Mayor, Toshia Kimball, City Secretary)**

10. Consider approving a request by OW Homes for a preliminary plat, site plan, elevation plan, landscape plan, and irrigation plan for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre tract of land located in the William Snyder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison

Lane. **(Joe Hilbourn, Development Services Director)**

11. Discuss a proposed concept plan submitted by Lexi Cassels with Toll Brothers homes, and the Paxton Family Trust. The proposed Concept plan considers 110 acres of residential creating 89 residential lots, the proposed concept plan also considers 36 acres of commercial encompassing the hard corner of Angel Parkway and Estates, and the frontage along Angel Parkway to McGarity Lane. The tract is 155 +/- acres of land, concept plan states 152 +/- acres of land after dedication. This tract is located at the southeast corner of Angel Parkway and Estates Parkway. **(Joe Hilbourn, Development Services Director)**

12. Consider authorizing the City Manager to enter into a Potable Water Supply Contract with North Texas Municipal Water District (NTMWD). **(John Whitsell, City Manager, Patrick Hubbard, CIP Manager)**

13. Discuss upcoming grant opportunities following from the Water Supply and Implementation Grants Implementation Plan administered by the Texas Water Development Board (TWDB) and provide direction to the City Manager. **(Patrick Hubbard, CIP Manager, Jeremy Bogle, Public Works Director)**

14. Receive a presentation on the state of design efforts for the East Winningkoff Trail and provide direction to the City Manager. **(Joe Hilbourn, Development Services Director, Patrick Hubbard, CIP Manager)**

15. Consider a budget amendment to transfer $57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and $261,480 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 2-inch overlay. Alternatively, consider a budget amendment to transfer $57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and $442,694 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 4-inch overlay and contract awarded to Texas Materials Group, Inc. based on its submitted bid. **(Joe Hilbourn, Development Services Director)**

16. Consider and hear discussion on the formation of the Lucas Police Department. **(Tim Johnson, City Council Seat 1)**

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.

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

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

19. Adjournment **(City Council)**

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on February 27, 2026.

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
March 5, 2026

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Citizen Input.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Items of Community Interest.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Liz Exum, Finance Director
Toshia Kimball, City Secretary
Dusty Kuykendall, Mayor

Agenda Item Request:

Consent Agenda

A. February 19, 2026, City Council Meeting Minutes
B. Approval of the City of Lucas Quarterly Investment Report ended December 31, 2025.

Background Information:

NA

Attachments/Supporting Documentation:

1. 2-19-2026 City Council Meeting Minutes
2. 2-19-2026 Police Dept Presentation (Meeting Minute Attachment)
3. Qtrly Investment Report December 31, 2025

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

City Staff recommends approval of the Consent Agenda as presented.

MINUTES
CITY COUNCIL REGULAR MEETING

March 5, 2026 | 6:30 PM
Council Chambers
City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:
Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Chris Bierman
Councilmember Neil Peterson
Councilmember Brian Stubblefield
Councilmember Tim Johnson

City Staff Present:
City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Interim Fire Chief Rick Lasky
CIP Manager Patrick Hubbard
Deputy Jeremy Altemus (Departed 7:40 pm)
Deputy Daniel Gillespie (Departed 7:40 pm)

City Councilmembers Remote:
Councilmember Phil Lawrence

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

Citizen Input

1. Citizen Input

There was no Citizen Input at this meeting.

Community Interest

2. Items of Community Interest:

Mayor Kuykendall presented the items of Community Interest.

- 2026 Primary Elections – March 3rd will be held in the Lucas Community Center
- 2026 General Elections – May 2, 2026, General Election. City Council Seats 1 and 2 are on the ballot. The General Election will be held in the Lucas Community Center.
- Town Hall Meeting – April 7th at 6:30 p.m. at the Lovejoy High School Auditorium to discuss the plans for the future Lucas Police Department and introduction of the new Director of Public Safety.
- City Hall Closures – Tuesday, April 7th, City Hall will be closed to the public due to a computer system upgrade. No payments can be made on that day.
- Upcoming Community Events
    - Keep Lucas Beautiful Spring Cleanup – March 28, 2026, 9 am – 1 pm
    - Founder's Day – April 11, 2026, 11 am – 4 pm
    - Art in Public Places – April 23, 2026, 5 pm – 7 pm
    - The Lucas Car Show – May 16, 2026, 8 am -12 pm

Consent Agenda

3. Consent Agenda:

A. Approval of the February 5, 2026, City Council Meeting minutes.

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

Regular Agenda

4. Consider and hear a presentation from Department of Public Safety Director Doug Kowalski concerning the creation of the Lucas Police Department and the next steps moving forward.

Public Safety Director Doug Kowalski presented.

Daryl Schulman, 8 Hickory Hill Street, Lucas, Texas, 75002, addressed concerns he had with the future police department.

No motion required on this item.

5. Consider board/commission promotions and/or appointments to fill vacant positions for the following:

A. Parks and Open Space Board regular members with a term expiring on December 31, 2025, December 31, 2026, and Alternate Member 2 expiring on December 31, 2025.

B. Planning and Zoning Commission alternate member with a term expiring on December 31, 2025.

Councilmember Neil Peterson led the discussion.

MOTION: A motion was made by Councilmember Peterson, seconded by Mayor Kuykendall, to appoint:

Michelle Miller as Vice Chair to the Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) to complete the two-year term expiring on December 31, 2027. Ms. Miller was appointed as Vice Chair at the Parks Board meeting on February 10, 2026.

Cyrus Johnson as Member to the Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) to complete the two-year term expiring on December 31, 2026.

Elise Bissell as Alternate Member 1 to the Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) to complete the two-year term expiring on December 31, 2027.

Lauren Ulibarri as Alternate Member 2 to the Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) to complete the two-year term expiring on December 31, 2027.

The motion passed unanimously by a 7 to 0 vote.

Mayor Kuykendall stated that no motion will be made for the opening of the Planning and Zoning Alternate.

6. Consider and act on approving the purchase of real property located at 215 Country Club Road, Lucas, Texas, and authorize encumbering funds not to exceed $1,050,000 to Account # 11-8999-100, Capital Outlay Land, using general fund reserves.

City Manager John Whitsell presented.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Stubblefield, to approve the purchase of real property located at 215 Country Club Road, Lucas, Texas, and authorize encumbering funds not to exceed $1,050,000 to Account #11-8999-100, Capital Outlay Land, using general fund reserves. The motion passed unanimously by a 7 to 0 vote.

7. Discuss a proposed contract between the City of Lucas and the North Texas Municipal Water District concerning Potable Water Supply and give direction to the City Manager.

CIP Manager Patrick Hubbard presented.

City Council advised the City Manager to proceed and bring the contract back at a later date.
No motion required on this item.

8. Consider authorizing the City Manager to do the following:
1. Approve a Proposed Contract Modification for the Osage Lift Station Project in an amount not to exceed $84,358.

2. Appropriate $42,920 from unrestricted water fund reserves to account 21-8210-490.131 (Osage Sewer Lift Station).

CIP Manager Patrick Hubbard presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Bierman, to approve authorizing the City Manager to do the following: 1. Approve a Proposed Contract Modification for the Osage Lift Station Project in an amount not to exceed $84,358. 2. Appropriate $42,920 from unrestricted water fund reserves to account 21-8210-490.131 (Osage Sewer Lift Station). The motion passed unanimously by a 7 to 0 vote.

9. Consider authorizing the City Manager to negotiate and enter into an agreement with Curtco Incorporated to complete asphalt crack sealing throughout the City of Lucas in an amount not to exceed $100,000 using funds from Account 11-8209-301, Improvement Roads.

CIP Manager Patrick Hubbard presented.

MOTION: A motion was made by Councilmember Peterson, seconded by Councilmember Stubblefield, to approve the City Manager to negotiate and enter into an agreement with Curtco Incorporated to complete asphalt crack sealing throughout the City of Lucas in an amount not to exceed $100,000 using funds from Account 11-8209-301, Improvement Roads. The motion passed unanimously by a 7 to 0 vote.

10. Discuss proposed amendments in the Code of Ordinances by amending Chapter 3 titled "Building Regulations" by amending Article 3.16 titled "Signs."

Development Services Director Joe Hilbourn presented.

No motion required on this item.

11. Consider authorizing the City Manager to approve the dedication of funds for road improvements on Aztec Trail in an amount not to exceed $274,966 using funds from account 11-8209-301 (Improvement Roads).

CIP Manager Patrick Hubbard presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Mayor Pro Tem Fisher, to approve the City Manager to approve the dedication of funds for road improvements on Aztec Trail in an amount not to exceed $274,966 using funds from account 11-8209-301 (Improvement Roads). The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

12. Executive Session:

The City Council will convene into executive session pursuant to Section 551.072 of the Texas Government Code, to deliberate on the purchase, exchange, lease, or value of real property.

City Council convened into Executive Session at 8:35 p.m.

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

City Council reconvened from Executive Session at 8:56 p.m. No action was taken.

Adjournment

14. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Bierman to adjourn the meeting at 8:57 p.m. The motion passed unanimously by a 7 to 0 vote.

APPROVED: ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary

Public Safety Development and Transition Plan

Director of Public Safety:

Doug Kowalski

February 19, 2026

Public Safety Development and Transition Plan Overview

- Current Situation / Advantages for City-Operated Police Department
- Foundation & Authority
- Regulatory Compliance & Standards
- Personnel, Training, & Growth Readiness
- Operations & Infrastructure
- Risk, Partnerships & Public Trust

Current Partnership with the Collin County Sheriff's Office

The City of Lucas wants to honor our partnership with the Collin County Sheriff's Office (CCSO) and express sincere appreciation for their services.

- CCSO has provided professional, responsive, and trusted law enforcement services
- Deputies have served Lucas residents with honor, integrity and dedication

This transition is a strategic evolution - not a replacement of valued service

Strategic Advantages
City-Operated Police Department

Community Oriented Policing
Fosters stronger relationships, improves trust, reduces response times, & tailors crime-prevention strategies

Local Control & Accountability
Direct Governance, policy-setting authority, & performance oversight aligned with city priorities, value & risk management

Operational Flexibility & Service Alignment
Ability to design staffing models, patrol strategies, & specialized services based on local needs

Cost Transparency & Long-Term Financial Planning
Clear budgeting, predictable cost structures, strategic investment in staffing, technology, training, & equipment over time

Strategic Growth & Future Readiness
Scalable department structure that evolves with population growth, development patterns, & emerging public safety challenges

Leadership Continuity
Added Public Safety

Director Doug Kowalski is also currently commissioned as a Collin County Deputy Sheriff

- This commission provides additional sworn peace officer presence during transition
- Enhances continuity, coordination, and response capability
- Provides ongoing benefits after Lucas Police Department activation

Law Enforcement
Implementation Framework

Legal Authority & Governing Action

- Lucas operates as a home-rule municipality under Texas Local Government Code Chapter 51
- City Council shall adopt an ordinance formally creating the Lucas Police Department
- Ordinance will define jurisdiction, authority, organizational structure, and funding
- Peace officer authority is established under Texas Code of Criminal Procedure Art. 2.12
- City Attorney shall review ordinance for Tort Claims Act, liability, and indemnificaiton



Law Enforcement
Implementation Framework

Governance & Oversight Structure (Manager-Council)

- City Council retains legislative and policy authority
- City Manager has administrative oversight of the Police Department
- Chief of Police reports directly to the City Manager
- Annual reporting and performance metrics provided to City Council



Law Enforcement
Implementation Framework

Texas Commission On Law Enforcement (TCOLE)
Agency Formation and Compliance

- Register the Lucas Police Department with TCOLE as a law enforement agency
- Designate Agency Head, TCOLE Administrator, and Training Coordinator
- Appoint a licensed Chief of Police meeting Texas occupations Code Chapter 1701
- File all agency, appointment, and separation forms with TCOLE

Law Enforcement
Implementation Framework

Required Policies and Procedures (TCOLE Rule Section 217)

TPCA Accreditation Program - Model Policies

- Professional Conduct Policies
- Use of Force
- Racial Profiling
- Vehicle Pursuit
- Arrest and Search
- Citizen complaint intake
- Interal Affairs Process
- Adopt body-worn camera policy if cameras are issued

Law Enforcement
Implementation Framework

Hiring, Screening, and Officer Licensing

- All officers must hold active TCOLE peace officer licenses
- Conduct background investigations per TCOLE standards
- Require psychological, medical, and drug screening prior to appointment
- File all appointments and changes with TCOLE in required timeframes

Law Enforcement

Implementation Framework

Proposed Staffing Model for Population 9,200 with Growth

- Chief of Police: 1

- Proposed sworn staffing: 8 full time peace officers including the Chief
  - Assumption dependent upon budget approval by Council
  - Lateral entry of currently licensed officers

    Assistant Chief: 1

    Patrol Sergeants: 2

    Patrol Officers: 4 based on calls-for-service and growth



Law Enforcement
Implementation Framework

2025-2026 Adopted VS Proposed Budget Comparison

FY 2025-2026 Adopted Budget (CCSO)	$1,387,048
Proposed Operating Budget submitted to TCLOE	$1,501,765



Law Enforcement

Implementation Framework

Formal Field Training Officer (FTO) Program & Continuing Education



- Future implementation of a FTO Program
- Ensure Compliance with annual and biennial TCOLE training mandates
- Track de-escalation, mental health, and use-of-force training
- Maintain training records for audit readiness

Law Enforcement
Implementation Framework

Facility, Equipment, & Evidence Management



- Secure police facility with controlled access, evidence room, and armory
- Acquire patrol vehicles, radios, uniforms, firearms, and less-lethal tools
- Adopt evidence handling and property control procedures
- Ensure compliance with Texas records retention laws

Law Enforcement

Implementation Framework

Communications, Criminal Justice Information System (CJIS) & Records Systems



- Memorandum of Understanding (MOU) with Wylie Police Department

  *TCIC/NCIC access through Texas Department of Public Safety

  *Designate a CJIS Security Officer and comply with CJIS Audits

- Implement a Records Management Systems (RMS)

- Comply with Texas Public Information Act requirements

Law Enforcement

Implementation Framework

Risk Management & Insurance

- Ensure protections under the Texas Tort Claims Act
- Secure liability, auto, and workers' compensation insurance (TMLIRP)
- Implement supervision, early intervention, and risk mitigation strategies

Law Enforcement

Implementation Framework

Interlocal Cooperation & Mutual Aid

North Central Texas Council of Governments

- Execute mutual aid agreements under Texas Government Code Chapter 791 (join North Central Texas Council of Governments (NCTCOG) Mutual Aid Agreement - covers 16 counties)
    - Requires Council action and approval to join

- Coordinate with Collin County Sheriff and neighboring municipalities - Fairview, Allen, Parker, Wylie, McKinney, Princeton & St. Paul.
  Texas Dept. of Public Safety & The Texas Rangers

- Establish protocols for major incidents and disasters

Lucas Police Department Launch Timeline

March 2026 to October 2026 | *Goal: Fully Operational by Fall 2026*



City of Lucas

Summary

Building Lucas' Police Department: Fall 2026

Clear Plan

Operational Readiness

Fiscal Responsibility

Compliance & Training

Community Focused

Leadership Commitment

Prepared & Professional

Ready to Serve Lucas



Questions?

CITY OF LUCAS
QUARTERLY INVESTMENT REPORT

Quarter Ended

December 2025

Bank Account Name	Rating	September 30, 2025	December 31, 2025	Changes	Total Portfolio
ANB Pooled Cash	AAAm	$5,748,809.49	$4,249,481.06	-$1,499,328.43	8.21%
Interest Rate		4.00%	3.67%	-0.33%	
ANB - Reserve	AAAm	$4,182,499.86	$4,223,404.17	$40,904.31	8.16%
General Fund		4.00%	3.67%	-0.33%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Total Bank Accounts		**$9,931,309.35**	**$8,472,885.23**	**-$1,458,424.13**	**16.37%**
Pools					
Logic - General Fund	AAAm	$7,788,623.92	$7,869,278.13	$80,654.21	15.21%
Logic - Water Fund	AAAm	$12,185,712.96	$12,311,900.81	$126,187.85	23.79%
Logic 2019 CO - General Fund	AAAm	$6,886,411.50	$6,957,722.97	$71,311.47	13.44%
Logic 2019 CO - Water Fund	AAAm	$33,913.48	$34,264.66	$351.18	0.07%
Logic West Lucas Road	AAAm	$2,990,224.82	$3,021,189.72	$30,964.90	5.84%
Logic West Lucas Road - RTR	AAAm	$7,664,112.13	$7,743,476.97	$79,364.84	14.96%
Interest Rate		4.3313%	3.9519%	-0.3794%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Lone Star Invest - General Fund	AAAm	$2,391,927.04	$2,415,952.50	$24,025.46	4.67%
Lone Star Invest- Water Fund	AAAm	$895,475.32	$904,469.83	$8,994.51	1.75%
Interest Rate		4.2519%	3.8064%	-0.4455%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Tex Pool - Debt Service Fund	AAAm	$1,753,984.08	$2,019,710.42	$265,726.34	3.90%
Interest Rate		4.2520%	3.8270%	-0.4250%	
Weighted Average Life/Days (Balances assumed to have a one day maturity)		1	1		
Total Pools		**$42,590,385.25**	**$43,277,966.01**	**$687,580.76**	**83.63%**
Total Bank Acct. and Pools		**$52,521,694.60**	**$51,750,851.24**	**-$770,843.37**	**100.00%**

The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies.

John Whitsell - City Manager

Liz Exum - Finance Director

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Conduct a public hearing to consider a request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as a private school totaling fifteen hundred (1,500) square feet in size.

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

(Joe Hilbourn, Development Services Director)

Background Information:

Carmen Lin requested to remove the SUP request from the agenda on February 3, 2026.

Attachments/Supporting Documentation:

1. Public Notice ~ 10 Horseman - SUP

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

I hereby approve/deny removing the request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as a private school totaling fifteen hundred (1,500) square feet in size.

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 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, March 5, 2025 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a Specific Use Permit (SUP) application to permit a one-room farmhouse as a private school more particularly described as follows:

Weilian & Carmen Lin, property owners at 10 Horseman Drive, HORSEMANS ESTATES (CLU), BLK 2, LOT 5; Lucas, Texas, 75002 have submitted an application for an SUP, per Code §14.03.801 Use designations. (e) *Schedule of uses chart., to permit a private school fifteen hundred (1,500) square feet in size in an area zoned as R2 Single-Family Residential District.*

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, 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 jhilbourn@lucastexas.us.

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Conduct a public hearing to approve Ordinance #2026-03-01040, a request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002.

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

(Joe Hilbourn, Development Services Director)

Background Information:

The properties located at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road are currently zoned Agricultural and Open Space (AO) and consist of the remaining portions of Lots 1R and 2R of the Cox-Cranfill Addition. This zoning is consistent with the City's approved Comprehensive Plan, which designates the area for future R-1 residential land use.

Attachments/Supporting Documentation:

1. Ordinance # 2026-03-01040
2. PUBLIC HEARING NOTICE - 1100 and 1020 W Forest Grove Rezoning
3. Zoning Application
4. Site Exhibit
5. Zoning Exhibit
6. Location Map

Budget/Financial Impact:

N/A

Recommendation:

Staff recommends approving the request to rezone the properties from AO to R1.

Motion:

I make a motion to approve/deny Ordinance #2026-03-01040, the request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002.

ORDINANCE # 2026-03-01040
[CHANGE IN ZONING – ±9.461 ACRES LOCATED AT 1020 and 1100 W. FOREST GROVE ROAD]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM AGRICULTURAL AND OPEN SPACE (AO) TO SINGLE-FAMILY RESIDENTIAL, 1-ACRE LOTS (R-1) ON A PARCEL OF LAND LOCATED AT 1020 AND 1100 W. FOREST GROVE ROAD, LUCAS, COLLIN COUNTY, TEXAS, AND BEING PART OF THE JOHN W. KIRBY SURVEY, ABSTRACT 506, BENG THE REMAINDER OF LOT 1R AND THE REMAINDER OF LOT 2R OF THE COX-CRNAFILL ADDITION AS RECORDED IN VOLUME J, PAGE 788 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS; 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 Agricultural and Open Space (AO) to Single-family residential 1-acre lots (R-1) on a parcel of land, located at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Collin County, Texas, and being part of the John W. Kirby Survey, Abstract No. 506, being the remainder of Lot 1R and the remainder of Lot 2R of Cox-Cranfill Addition as recorded in Volume J, Page 788 of the Plat Records of 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.

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS _____ DAY OF _____, 2026.

APPROVED:

_____
Dusty Kuykendall, Mayor

APPROVED AS TO FORM:

_____
Joseph J. Gorfida, Jr.
(2-20-26;cgm)

ATTEST:

_____
Toshia Kimball, City Secretary

EXHIBIT "A"
Property Description

BEGINNING at a "Roome" capped iron rod found in the north right-of-way line of Forest Grove Road, same being in the east line of a called 2.937 acre tract as recorded under Clerk's File No. 2024000136817 of the Deed Records of Collin County, Texas, marking the southwest corner of Lot 1R and the herein described premises;

THENCE with the east line of said 2.937 acre tract, partway with an east line of Broadmoor Estates as recorded in Volume 2013, Page 492 of the Plat Records of Collin County, Texas, and the west line of Lot 1R, North 00°46'50" West, passing at 892.08 feet a 1/2" iron rod found marking the northeast corner of said 2.937 acre tract, and an exterior corner of said Broadmoor Estates, and continuing for a total distance of 1,002.57 feet to a "Roome" capped iron rod found, marking the southwest corner of a called 1.391 acre tract as recorded under Clerk's File No. 20121003001256070 of the Deed Records of Collin County, Texas, same being an interior corner of said Broadmoor Estates, and the northwest corner of said premises;

THENCE with a south line of said Broadmoor Estates, the south line of said 1.391 acre tract, and crossing through Lot 1R, North 89°19'28" East, 296.69 feet to a 1/2" iron rod found in the east line of Lot 1R, marking the southeast corner of said 1.391 acre tract, an interior corner of said Broadmoor Estates, and the northerly most northeast corner of said premises;

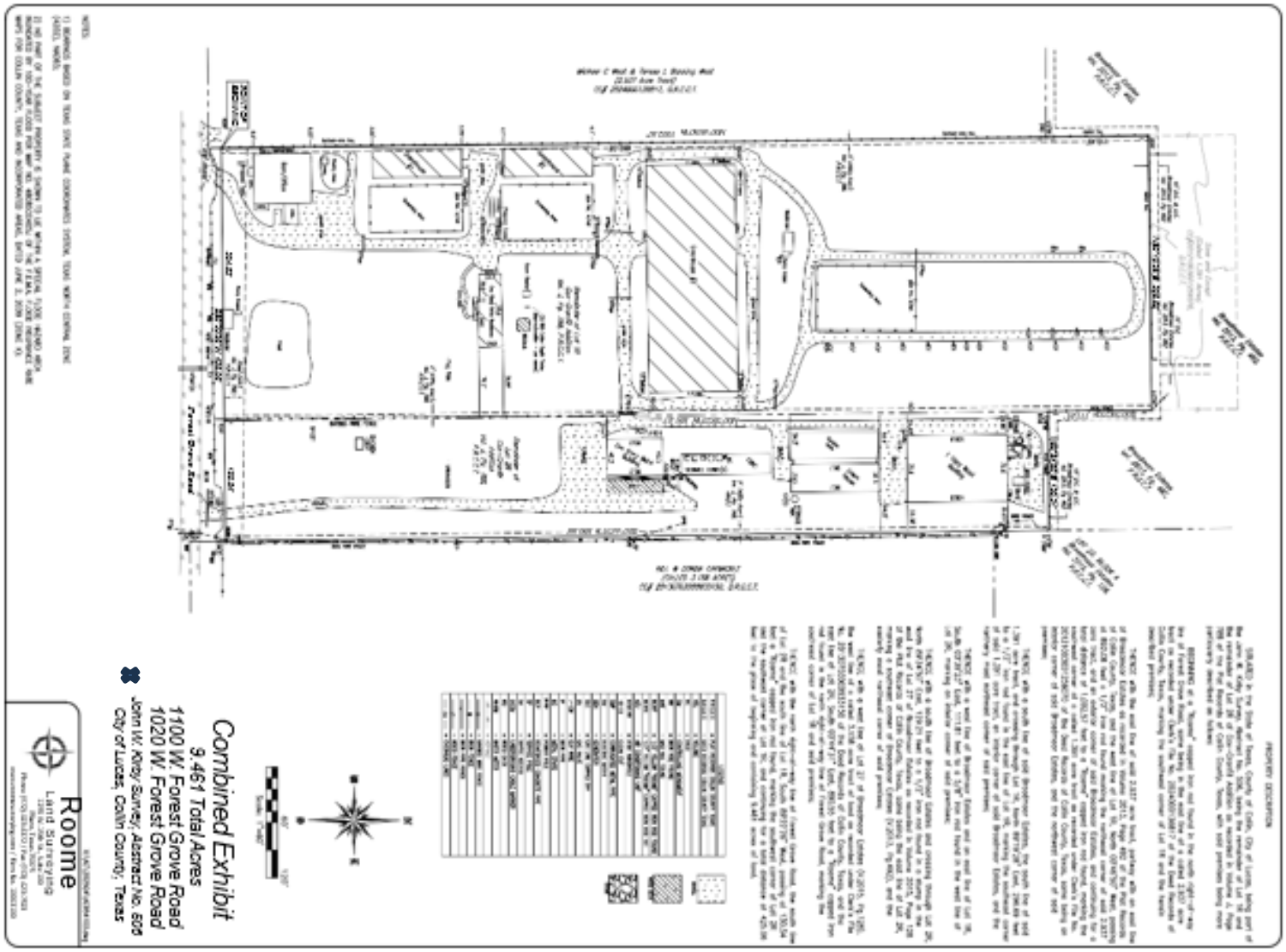
THENCE with a west line of Broadmoor Estates and an east line of Lot 1R, South 00°39'23" East, 111.81 feet to a 5/8" iron rod found in the west line of Lot 2R, marking an interior corner of said premises;

THENCE with a south line of Broadmoor Estates and crossing through Lot 2R, North 89°34'50" East, 129.21 feet to a 1/2" iron rod found in a stump in the west line of Lot 27 of Broadmoor Estates as recorded in Volume 2015, Page 128 of the Plat Records of Collin County, Texas, same being the east line of Lot 2R, marking a southeast corner of Broadmoor Estates (V.2013, Pg.492), and the easterly most northeast corner of said premises;

THENCE with a west line of Lot 27 of Broadmoor Estates (V.2015, Pg.128), the west line of a called 3.158 acre tract of land as recorded under Clerk's File No. 20130703000933150 of the Deed Records of Collin County, Texas, and the east line of Lot 2R, South 00°44'31" East, 890.55 feet to a "Roome" capped iron rod found in the north right-of-way line of Forest Grove Road, marking the southeast corner of Lot 1R and said premises;

THENCE with the north right-of-way line of Forest Grove Road, the south line of Lot 2R and the south line of Lot 1R, South 89°22'26" West, passing at 130.54 feet a "Roome" capped iron rod found, marking the southwest corner of Lot 2R and the southeast corner of Lot 1R, and continuing for a total distance of 425.06 feet to the place of beginning and containing 9.461 acres of land.

EXHIBIT "B"
Property Depiction



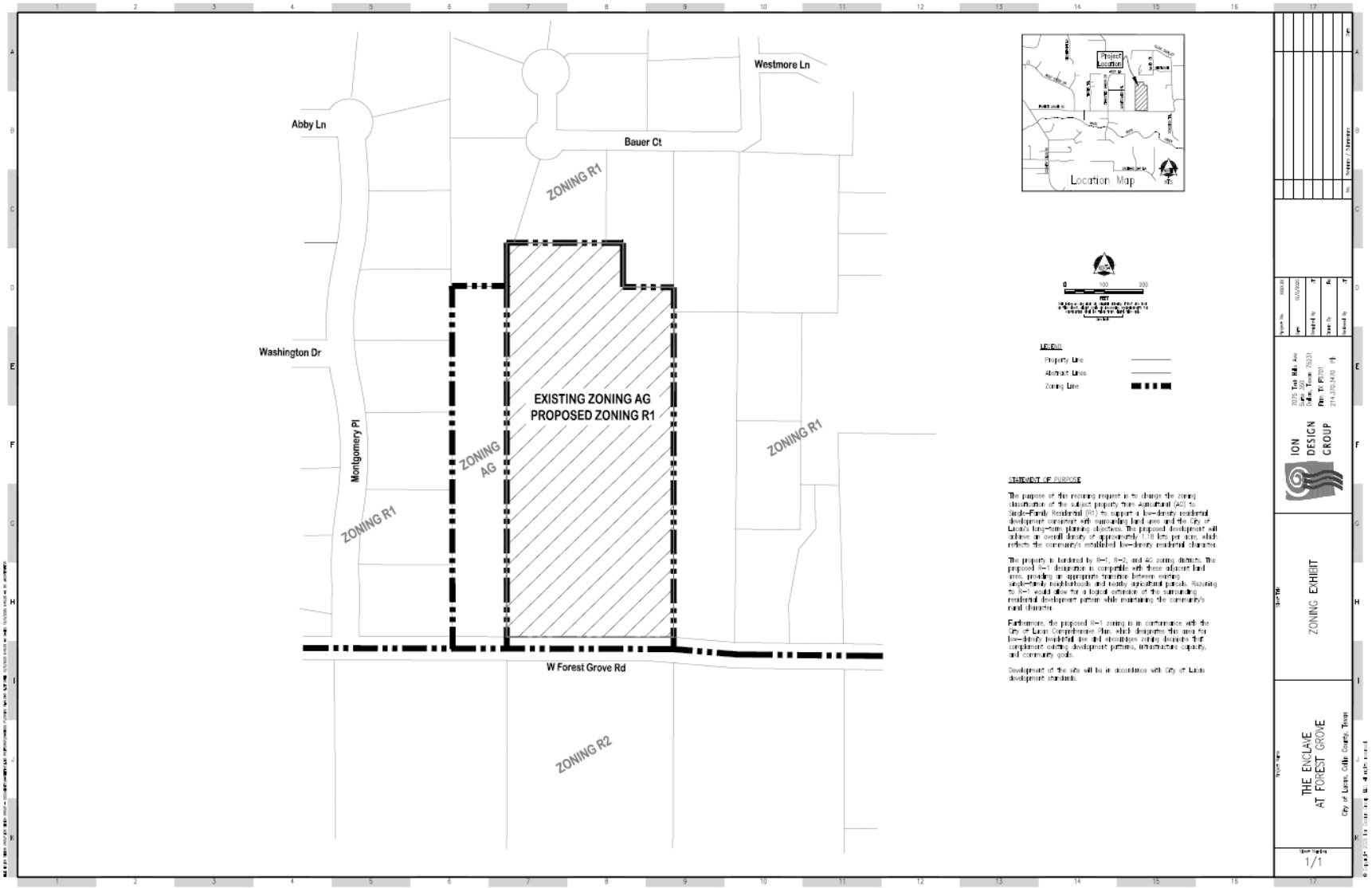


Exhibit "B"
City of Lucas
Ordinance # 2026-03-01040 (Change in Zoning – ±9.461 acre located at 1020 and 1100 W. Forest Grove Road)
Approved: March 05, 2026

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas will conduct a public hearing on Thursday, February 12, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, March 5, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider the request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002.

SITUATED in the State of Texas, County of Collin, City of Lucas, being part of the John W. Kirby Survey, Abstract No. 506, being the remainder of Lot 1R and the remainder of Lot 2R of Cox-Cranfill Addition as recorded in Volume J, Page 788 of the Plat Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a "Roome" capped iron rod found in the north right-of-way line of Forest Grove Road, same being in the east line of a called 2.937 acre tract as recorded under Clerk's File No. 2024000136817 of the Deed Records of Collin County, Texas, marking the southwest corner of Lot 1R and the herein described premises;

THENCE with the east line of said 2.937 acre tract, partway with an east line of Broadmoor Estates as recorded in Volume 2013, Page 492 of the Plat Records of Collin County, Texas, and the west line of Lot 1R, North 00°46'50" West, passing at 892.08 feet a 1/2" iron rod found marking the northeast corner of said 2.937 acre tract, and an exterior corner of said Broadmoor Estates, and continuing for a total distance of 1,002.57 feet to a "Roome" capped iron rod found, marking the southwest corner of a called 1.391 acre tract as recorded under Clerk's File No. 20121003001256070 of the Deed Records of Collin County, Texas, same being an interior corner of said Broadmoor Estates, and the northwest corner of said premises;

THENCE with a south line of said Broadmoor Estates, the south line of said 1.391 acre tract, and crossing through Lot 1R, North 89°19'28" East, 296.69 feet to a 1/2" iron rod found in the east line of Lot 1R, marking the southeast corner of said 1.391 acre tract, an interior corner of said Broadmoor Estates, and the northerly most northeast corner of said premises;

THENCE with a west line of Broadmoor Estates and an east line of Lot 1R, South

00°39'23" East, 111.81 feet to a 5/8" iron rod found in the west line of Lot 2R, marking an interior corner of said premises;

THENCE with a south line of Broadmoor Estates and crossing through Lot 2R, North 89°34'50" East, 129.21 feet to a 1/2" iron rod found in a stump in the west line of Lot 27 of Broadmoor Estates as recorded in Volume 2015, Page 128 of the Plat Records of Collin County, Texas, same being the east line of Lot 2R, marking a southeast corner of Broadmoor Estates (V.2013, Pg.492), and the easterly most northeast corner of said premises;

THENCE with a west line of Lot 27 of Broadmoor Estates (V.2015, Pg.128), the west line of a called 3.158 acre tract of land as recorded under Clerk's File No. 20130703000933150 of the Deed Records of Collin County, Texas, and the east line of Lot 2R, South 00°44'31" East, 890.55 feet to a "Roome" capped iron rod found in the north right-of-way line of Forest Grove Road, marking the southeast corner of Lot 1R and said premises;

THENCE with the north right-of-way line of Forest Grove Road, the south line of Lot 2R and the south line of Lot 1R, South 89°22'26" West, passing at 130.54 feet a "Roome" capped iron rod found, marking the southwest corner of Lot 2R and the southeast corner of Lot 1R, and continuing for a total distance of 425.06 feet to the place of beginning and containing 9.461 acres of land.

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

ZONING APPLICATION
City of Lucas, Texas

Name of Project: Enclave at Forest Grove

		Application Fee
___	Initial Zoning (newly annexed or agricultural property) per classification	$450.00
✓	Rezoning (property currently zoned) per classification	$450.00
___	Specific Use Permit (SUP) - see Zoning Ordinance for special requirements and procedures	$450.00

Physical Location of Property: 1100 W Forest Grove Rd, Allen, TX 75002

[Address and General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate metes and bounds description):
See attached Property Description

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Collin County Appraisal District Short Account Number: R-2300-000-001R-1

Acreage: 9.46-ac **Existing Zoning:** AG **Requested Zoning:** R1

[Attach a detailed description of requested zoning]

OWNER(S) NAME: Jeff Bednar **Phone Number:** 214-680-8535

Applicant / Contact Person: Hayden Moses **Title:** Land Development Manager

Company Name: Liberty Bankers Life Insurance Company

Mailing Address: 1605 LBJ Fwy, Suite 700 **City:** Dallas **State:** TX **ZIP:** 75234

Phone: (___) 817-734-5360 **Fax:** (___) N/A **Email Address:** Hayden.Moses@LBIG.com

ENGINEER(S) / REPRESENTATIVE(S) NAME: Ion Design Group

Contact Person: Jason Trafton **Title:** Project Manager/Engineer

Company Name: Ion Design Group

Mailing Address: 7075 Twin Hills Ave, Suite 350 **City:** Dallas **State:** TX **ZIP:** 75231

Phone: (___) 512-966-5536 **Fax:** (___) N/A **Email Address:** jason@iondesigngroup.net

ZONING APPLICATION (continued)

Name of Project: Enclave at Forest Grove

****READ BEFORE SIGNING BELOW:** If there should be more than one property owner, complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures is required. (Notaries are available upon submittal.)

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 500 feet of the subject property. Please contact City staff in advance for submittal deadlines.

ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID, BEFORE THEY WILL BE SCHEDULED FOR P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. [Drawings will not be returned to applicant.]

SUBMISSIONS. Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

NOTICE OF PUBLIC RECORDS. The submission of plans/drawings/etc. with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED, WITH NO AMBIGUITY.

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, a Notary Public, on this day personally appeared Jeff Bednar the undersigned who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof attached) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

****Owner / Agent** *(circle one)*

SUBSCRIBED AND SWORN TO before me, this the 9 day of January, 2026

Notary Public in and for the State of Texas:

AUDREY CUMMINGS
Notary Public, State of Texas
Comm. Expires 06-04-2028
Notary ID 134931617

Official Use Only **Action Taken**

Planning & Zoning: _____ **Date:** _____

City Council: _____ **Date:** _____

Applicant Made a Written Withdrawal: **Yes or No** **Date:** _____

PROPERTY DESCRIPTION

SITUATED in the State of Texas, County of Collin, City of Lucas, being part of the John W. Kirby Survey, Abstract No. 506, being the remainder of Lot 1R and the remainder of Lot 2R of Cox–Cranfill Addition as recorded in Volume J, Page 788 of the Plat Records of Collin County, Texas, with said premises being more particularly described as follows:

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LEGEND	
P.R.C.C.T.	= PLAT RECORDS COLLIN COUNTY TEXAS
D.R.C.C.T.	= DEED RECORDS COLLIN COUNTY TEXAS
VOL	= VOLUME
PG	= PAGE
CM	= CONTROLLING MONUMENT
IRF	= IRON ROD FOUND
MNF	= MAG NAIL FOUND
RCIRF	= 1/2" YELLOW "ROOME" CAPPED IRON ROD FOUND
RCIRS	= 1/2" YELLOW "ROOME" CAPPED IRON ROD SET
ACU	= AIR CONDITIONING UNIT
AT&T.HH	= AT&T HANDHOLE
© CO	= CLEAN OUT
CMP	= CORRUGATED METAL PIPE
EM	= ELECTRIC METER
GEN	= GENERATOR
GLC	= GAS LINE CAPPED OFF
GV	= GAS VALVE
GW	= GUY WIRE
IP	= IRON PIPE
MS	= METAL STAIRS
PP	= POWER POLE
RCP	= REINFORCED CONCRETE PIPE
SP	= SERVICE POLE
SA	= SEPTIC ACCESS
UGCM	= UNDERGROUND CABLE MARKER
WD	= WOOD DECK
WM	= WATER METER
	= ASPHALT
	= BARBED WIRE FENCE
	= IRON FENCE
	= IRON PIPE FENCE
	= WOOD FENCE
OH	= OVERHEAD LINES

GRAVEL

WOOD DECK

STONE

N

W E

S

60' 120'

Scale: 1"=60'

Combined Exhibit

9.461 Total Acres

1100 W. Forest Grove Road
1020 W. Forest Grove Road

John W. Kirby Survey, Abstract No. 506

City of Lucas, Collin County, Texas

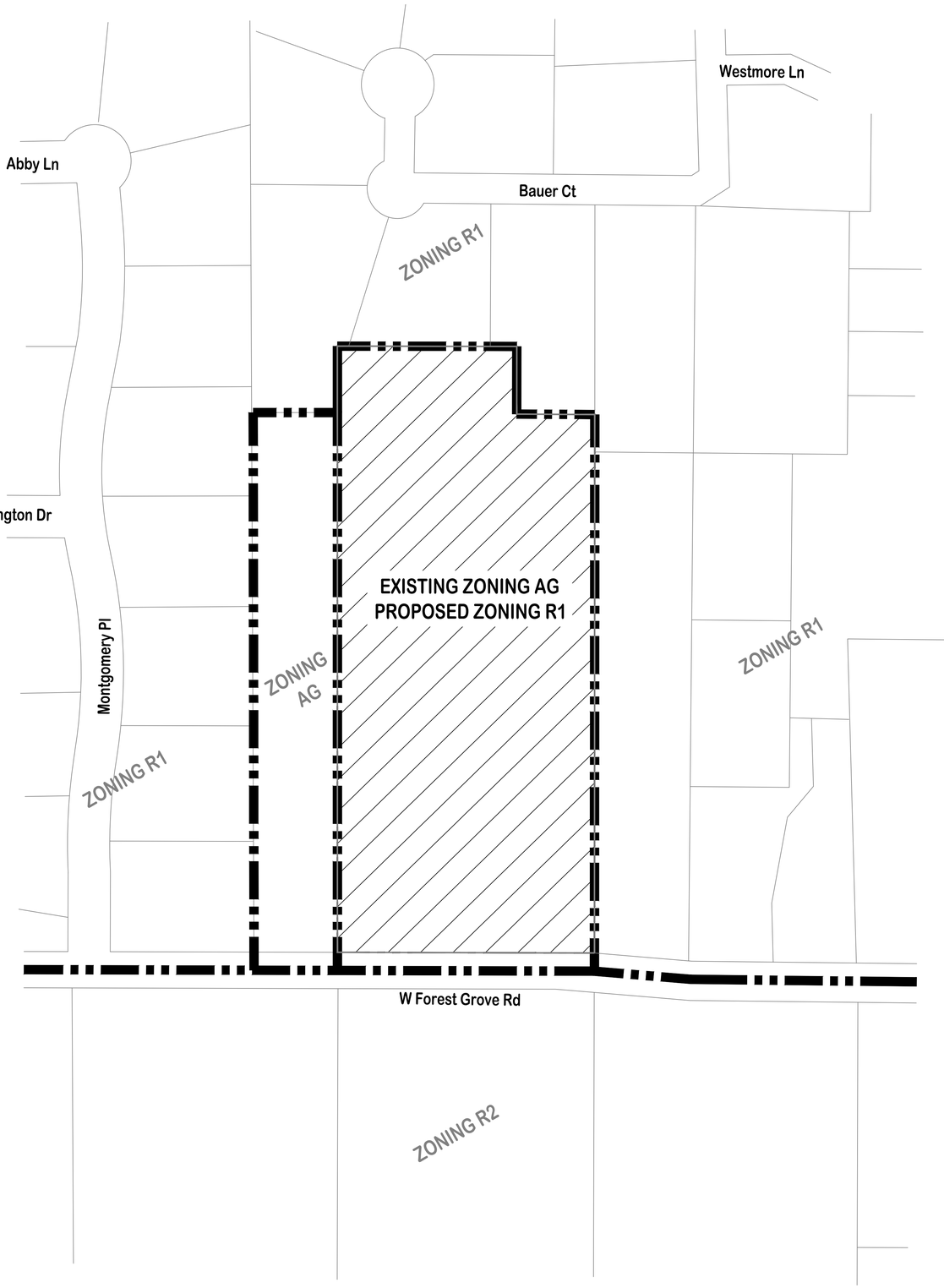
NOTES:

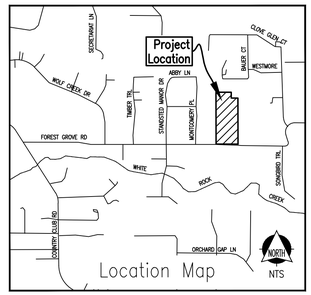
1) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NAD83;

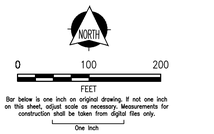
2) NO PART OF THE SUBJECT PROPERTY IS SHOWN TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100–YEAR FLOOD PER MAP NO. 48085C0405J OF THE F.E.M.A. FLOOD INSURANCE RATE MAPS FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS, DATED JUNE 2, 2009 (ZONE X);

X:\AC\2025Q4\AC954103.dwg

Roome
Land Surveying
1255 W. 15th St., Suite 100
Plano, Texas 75075
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com / Firm No. 10013100







LEGEND

Property Line

Abstract Lines

Zoning Line

STATEMENT OF PURPOSE

The purpose of this rezoning request is to change the zoning classification of the subject property from Agricultural (AG) to Single-Family Residential (R1) to support a low-density residential development consistent with surrounding land uses and the City of Lucas's long-term planning objectives. The proposed development will achieve an overall density of approximately 1.18 lots per acre, which reflects the community's established low-density residential character.

The property is bordered by R-1, R-2, and AG zoning districts. The proposed R-1 designation is compatible with these adjacent land uses, providing an appropriate transition between existing single-family neighborhoods and nearby agricultural parcels. Rezoning to R-1 would allow for a logical extension of the surrounding residential development pattern while maintaining the community's rural character.

Furthermore, the proposed R-1 zoning is in conformance with the City of Lucas Comprehensive Plan, which designates this area for low-density residential use and encourages zoning decisions that complement existing development patterns, infrastructure capacity, and community goals.

Development of the site will be in accordance with City of Lucas development standards.

No.	Revisions / Submissions	Date

Project No.	XXXX.XX
Date	12/5/2025
Designed By	JT
Drawn By	PM
Reviewed By	JT

7075 Twin Hills Ave
Suite 350
Dallas, Texas 75231
Firm TX F6701
214.370.3470 Ph

ION DESIGN GROUP

Sheet Title

ZONING EXHIBIT

Project Name

THE ENCLAVE
AT FOREST GROVE

City of Lucas, Collin County, Texas

Sheet Number

1/1

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FILE: E:\ION DESIGN GROUP\ION DESIGN GROUP - DOCUMENTS\MARKETING\LRC PROFOUND\DRAWINGS P\ZONING PLAN\LRC PLOT DATE: 12/5/2025 9:45:38 AM SAVED: 12/5/2025 9:45:38 AM BY: JASONTRATION

1100 & 1020 W. Forest Grove
Location Map



City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Liz Exum, Finance Director
Mike Brooks - BW&C

Agenda Item Request:

Consider the acceptance and approval of the City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025 presented by Mike Brooks from BrooksWatson & Co., PLLC, (BW&C).

Background Information:

The audit firm, Brooks Watson & Co., PLLC (BW&C) will be presenting the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025.

Attachments/Supporting Documentation:

1. FY 24-25 ACFR (to be sent out separately)

Budget/Financial Impact:

NA

Recommendation:

Approve as presented.

Motion:

I move to approve/deny the City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025.

1. An electronic copy of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025 will be sent under separate cover.

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider approval of a budget amendment transferring funds from unrestricted reserves in the amount of $36,172.20 to account Number 11-8999-200 building improvements for renovations to the City Hall front entry, Utilities/Court Clerk's Office expansion, and associated security enhancements.

Background Information:

As the City moves forward with construction of the new Police Station, modifications to the front entry of City Hall are necessary to enhance overall building security and accommodate the addition of a court clerk. The proposed remodel will include expanding the Utilities Office to create dedicated space for the court clerk. To improve controlled access, the main entry will be enclosed and secured with key card or buzzer access. Buzzer controls will be located in both the Utilities/Court Clerks office and Permitting Offices to manage visitor entry. Additionally, both offices will be upgraded with secure glass pass-through service windows to enhance staff safety while maintaining customer service operations.

Attachments/Supporting Documentation:

1. City Hall Entrance Plan
2. Building Proposal
3. Cost Analysis

Budget/Financial Impact:

The total estimated cost for the construction portion of the remodel is $21,628.00. An additional 15% contingency, approximately $3,244.20, is recommended to account for unforeseen expenses, bringing the projected construction total to $24,872.20. An additional $8,800 is budgeted for the court clerk's built-in furniture, including a workstation, chair, and fire-safe file cabinet. The security access control adds are estimated at $2,500 to include door hardware and two door release buttons.

Total = $36,172.20

Recommendation:

Staff recommends approval of the City Hall entry remodel, Utilities/Court Clerk Office expansion, furniture purchase, and security enhancements as presented.

Motion:

I make a motion to approve/deny request of a budget amendment transferring funds from unrestricted reserves in the amount of $36,172.20 to account Number 11-8999-200 building improvements for renovations to the City Hall front entry, Utilities/Court Clerk's Office expansion, and associated security enhancements.


22' 4 13/16"
14' 2"
9' 3 1/8"
3' 5 7/8"
3' 11 1/2"
4' 9 1/2"
Utility/Court
Entry/ waiting
Permitting
12' 11"
15' 0"
17' 6"
4' 1 7/8"
12' 13/16"
3' 1 13/16"
4' 6"
4' 5"
7' 2"
11' 6"
3' 5"
3' 7"

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

Proposal

July 7, 2025

Job RE: City Hall Entrance
Attn: Joe Hilbourn

Drywall and Framing	**740.00**
Demo walls, cabinets, and counters in Back Room	**675.00**
Doors, Frames, and Windows	**1,724.00**
Ceiling work	**300.00**
Tape, Bed, Texture, and Paint	**1,950.00**
Electrical - see attached sheet	**2,975.00**
Glass work	**7,504.00**
Counters - Demo existing counters, move existing drawer back to the left and install new counters	**3,350.00**
Flooring - Demo back room vinyl plank and install new vinyl plank and cove base	**2,410.00**
Total	**21,628.00**

Thank you

Jones Brothers Construction

City Hall Entry Cost Conversion

1. Front entrance/Court:
a. Renovation cost $21,628 + 15 % contingency = $24,872.20
b. Built in furniture $6,000
c. Chair $300
d. Fire safe file cabinet $2,500
e. Security features (door hardware and two release buttons) $2,500

Total renovations and furniture Court office renovations $36,172.20

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Interim Fire Chief Rick Lasky

Agenda Item Request:

Consider and hear an update from the Lucas Fire Department.

Background Information:

The Fire Department will provide a status update on several ongoing initiatives and projects, including the implementation progress of the 48/96 shift schedule, acquisition timelines for the new engine and new ambulance, and development of the department's blood administration program. Additional updates will include progress on the accessory building project, restoration efforts for Ole' Streaker, and continued enhancements to the department's Rehab program to support firefighting operations.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Dusty Kuykendall, Mayor
Toshia Kimball, City Secretary

Agenda Item Request:

Consider calling a special City Council meeting for the purpose of canvassing the May 2, 2026, election results.

Background Information:

The time frame in which to canvass the results from the May 2, 2026, election is May 5th - 13th. However, the last day to receive ballots from a member of the U.S. Armed Services, spouse or dependent is Friday, May 8. In order to account for all votes during the election, it is recommended that the City Council hold their special meeting to canvass the election on Tuesday, May 12, at 9:00 am or a time that is convenient for the City Councilmembers present.

Texas Election Code, Section 67.004(a) states that for the purpose of canvassing a city election, only two members of the City Council are needed to constitute a quorum and conduct the special meeting.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends calling a special meeting to canvass the election on May 12, 2026, at 9:00 a.m.

Motion:

I move to approve/deny calling a special City Council meeting for _____, 2026 at _____ a.m. for the purpose of canvassing the May 2, 2026 election results.

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider approving a request by OW Homes for a preliminary plat, site plan, elevation plan, landscape plan, and irrigation plan for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre tract of land located in the William Snyder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison Lane.

Background Information:

The property is situated on the south side of McGarity Lane, west of Allison Lane, and is currently zoned as Commercial Business (CB). The proposed non-residential district plat consists of two lots with two phases. The City's Engineering Department reviewed the civil construction plans. Additionally, a site plan, elevation plan, landscape plan, and irrigation plan was submitted, and reviewed.

Phase One proposes retail/warehouse use on a 62,002-square-foot (1.423-acre) lot (Lot 1). The development includes an 11,645-square-foot, single-story building with a total height of 26 feet 5 inches, resulting in 16.4% lot coverage. Impervious coverage is proposed at 47%, which is below the maximum allowed 65%. Parking requirements total 16 spaces—11 for the 10,711-square-foot warehouse and 5 for the 934-square-foot retail component—and 19 spaces are provided, including one required and provided handicap-accessible space.

The landscape tabulations indicate that along Allison Lane (418 linear feet), required street frontage landscaping of 21 shade trees and 168 shrubs is not provided due to utility easements, while along McGarity Lane (520 linear feet), all required landscaping is fully met with 26 shade trees and 208 shrubs provided. No parking lot perimeter landscaping is required or provided. For parking lot interior landscaping, 2,356 square feet is required and 2,649 square feet is provided, and 10 shade trees are required with 12 provided. Overall landscaped area requirements call for 38,319 square feet (15% of the gross lot), with 118,378 square feet provided.

The west (front) façade has a total area of 1,948 square feet and includes 769 square feet (39%) of metal siding, 393 square feet (20%) of engineered wood siding, 534 square feet (28%) of brick masonry veneer, and 250 square feet (13%) of storefront and openings. The north side façade totals 1,385 square feet and is composed of 792 square feet (57%) of metal siding, 416 square feet (30%) of engineered wood siding, and 177 square feet (13%) of door openings. The east (rear) façade has a total area of 1,762 square feet and consists of 1,735 square feet (99%) of

metal siding and 27 square feet (1%) of door openings. The south side façade totals 1,385 square feet and includes 936 square feet (68%) of metal siding and 449 square feet (32%) of door openings. The lighting has all full cut-off light fixtures.

Attachments/Supporting Documentation:

1. Owens Addition Preliminary Plat Application
2. Owens Addition Preliminary Plat
3. Owens Addition Site Plan
4. Owens Addition Landscape Plan
5. Owens Addition Irrigation Plan
6. Owens Addition Elevations Plan
7. Engineering Set 2-18-26

Budget/Financial Impact:

N/A

Recommendation:

The proposed preliminary plat for Owens Retail Addition meets all the city's requirements. The Planning and Zoning Commission recommended that an Engineer identifies the size and number of drainage openings required to provide drainage away from the East side of the building through the required masonry screen wall. These revisions were completed.

Motion:

I make a motion to approve/deny a request by OW Homes for a preliminary plat, site plan, elevation plan, landscape plan, and irrigation plan for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre tract of land located in the William Snyder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison Lane.

PLATTING APPLICATION

CITY OF LUCAS

Preliminary and Final Plat Application Guidelines and Checklist

PLATTING APPLICATION

Name of Subdivision and/or Project: Owens Retail Addition Lot 1, Block A

Items Submitted	Filing Fee
☒ **Preliminary Plat**	
▪ Single Family Residential Subdivision Development	$780
☒ $750 + $5 per acre with 20 acres or less (i.e. $850 for 20 acres) excluding minor plats of five (5) acres or less.	
o $750 + $5 per acre with 21 - 30 acres (i.e. $900 for 30 acres)	
o $800 + $5 acre with 31 - 45 acres (i.e. $1,025 for 45 acres)	
o $900 + $5 per acre with 46+ acres (i.e. $1,130 for 46 acres)	
▪ Estate Residential Subdivision Development	
o $1,000 + $7 per acre for all size parcels (i.e. $1,140 for 20 acres)	
▪ Minor Plats	
o $500 + $5 per acre with 5 acres or less (i.e. $525 for 5 acres)	
▪ Non-residential District Plats	
o $800 + $10 per acre with 30 acres or less	
o $850 + $10 per acre with 31 – 45 acres	
o $950 + $10 per acre with 46+ acres	
☐ **Final Plat**	
▪ Single Family Residential Subdivision Development	
o $800 + $5 per acre with 30 acres or less	
o $850 + $5 per acre with 31 – 45 acres	
o $950 + $5 per acre with 46+ acres	
Any additional development fees will be charged at final plat rates.	
▪ Estate residential Subdivision Development	
o $950 + $7 per lot for all size parcels	
▪ Minor Plat	
o $350 + $5 per acre with 5 acres or less	
▪ Non-residential District Plats	
o $850 + $10 per acre for up to 30 acres	
o $900 + $10 per acre with 31 – 45 acres	
o $1,000 + $10 per acre with 46+ acres	
▪ Replat	
o Minor Plat (5 acres or less) $450 + $5 per acre ($475 for 5 acres)	
o All others - $600 + $10 per acre	
▪ Amended Plat	
o Minor Plats (5 acres or less) - $300 + $7 per acre (i.e. $300 for an amended plat for 5 acres)	
o All others - $500 + $10 per acre (i.e. $700 for an amended plat for 20 acres)	
☐ **Storm Water Run-Off Permit**	
o Developments 0 – 3 acres $75	
o Developments 4 – 10 acres $150	
o Developments 10+ acres $500	
☐ **Vacation of Plat**	
o $500 + $10 per acre	
☐ **Concept Plan (Optional Land Study)**	
o $150 per session with Planning & Zoning and/or City Council	
☐ **Tree Survey/Conservation Plan**	No Fee
☐ **Tree Removal & Site Clearing Permit**	
o $ 250	
☐ **Park Site Dedication**	
o $ 1,000 per lot or land dedication	
TOTAL	$780

PRELIMINARY AND FINAL PLAT
Application Guidelines

LOCATION AND CONTACTS

Physical Location of Property: SW Corner of McGarity and Allison Lanes
(Address and general location – approximate distance to nearest existing street intersection)

Legal Description of Property: Owens Retail Addition Lot 1, Block A
(Survey/ Abstract Number and Tracts/Platted Subdivision Name with Lots/Block – Must attach metes and bounds description)

Comprehensive Zoning Designation(s): CB

Existing Zoning Designation(s): CB

Description of Project Use: Retail and Warehouse

Acreage: 5.865 | Existing # of Lots/Tracts: 1

OWNERS NAME: OW Homes, LLC | Contact Number: 214-801-9193

Applicant/Contact Person Barrett Owens | Title: CEO

Company Name OW Homes, LLC

Street Address 1285 Farmstead Court Lucas, TX 75002

Mailing Address SAME

Phone: 214-801-9193 Fax: Email: barrett@owcustom.com

OWNERS NAME: | Contact Number:

Applicant/Contact Person | Title:

Company Name

Street Address

Mailing Address

Phone: Fax: Email:

ENGINEER REPRESENTATIVE: | Contact Number: 972-359-1733

Applicant/Contact Person Seth Kelly, PE | Title: Sr. Project Manager

Company Name RLK Engineering, Inc

Street Address 111 W Main

Mailing Address Allen, TX 75013

Phone: 972-359-1733 Fax: Email: seth@rlkengineering.com

Read before signing below: If there is more than one property owner complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures are required. (notaries are available)

PRELIMINARY AND FINAL PLAT
Application Guidelines

ITEMS REQUIRED PRIOR TO FINAL PLAT APPROVAL:

ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID BEFORE BEING SCHEDULED ON THE P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. Drawings will not be returned to applicant.

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY.

SUBMISSIONS: **Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.**

NOTICE OF PUBLIC RECORDS: **The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the public unless they are copyrighted.**

PRELIMINARY AND FINAL PLAT
Application Guidelines

- Applicant agrees to pay any and all required fees due to the City including but not limited to Plat application fee, Park dedications fee, Tree Removal Permit fee, $1500 per lot public improvement inspection fee and including but not limited to other fees that may be required prior to final plat approval.
- Maintenance Bond for City Improvements, 2 year – 10% Bond to be verified by submitting contract.
- Construction as-built record drawings (mylar)
- Engineering construction test reports.
- Walk-through with Public Works personnel completed with satisfactory outcome.
- HOA (covenants, conditions & restrictions) documentation approved by City Attorney before submittal to Planning & Zoning.

By signing this application, I hereby grant the Development Services Director and City staff access to my property to perform work related to this Preliminary and Final Plat Application.

STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, a Notary Public, on this day personally appeared Barrett Owens the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (**proof must be attached, e.g. "Power of Attorney**) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

[Notary seal]

THERESA L. MESSICK
Notary ID #135512701
My Commission Expires
April 24, 2029

Owner / Agent (*circle one*)

SUBSCRIBED AND SWORN TO before me, this the 29 day of January, 2026

Notary Public in and for the State of Texas: Theresa Messick

Official Use Only:

Planning & Zoning: _____ Date: _____

City Council: _____ Date: _____

Applicant Withdrew: Yes or No Date: _____

Applicant Made a Written Withdrawal: Yes or No Date: _____

THERESA L. MESSICK
Notary ID #13551270I
My Commission Expires
April 24, 2029

PRELIMINARY AND FINAL PLAT
Application Guidelines

Important Note:

Applicants are **required** to schedule a **pre-application meeting** with the Development Services Department to discuss the development review/approval process and proposed plans with City staff.

Plat Application:

The City is concerned about the time, expense and efforts you and City staff have or will put into your project. The checklists herein are provided to expedite the project review process, and to provide clear understanding as to what will be required, and what will be expected and evaluated. City staff is bound by City ordinance and State law regarding publishing of notices and mail-outs that will influence when your project will be heard by the approval body, which can only occur when the Plat Application and Plat are complete and all required documentation, which may include reports, surveys, studies, analysis or other reviews by land development professionals, consultants, or engineers.

Please read the applicable checklist carefully. It is to be completed for all projects and, along with the associated Plat, is required to be complete in all details prior to acknowledgement by the City that the respective Plat is ready to proceed for approval. A Plat is considered filed with the City on the date of the hearing by the Planning and Zoning Commission or, if subject to administrative approval, when the Plat has been determined to meet all requirements. Instructions for completion are included with each checklist. Development regulations may be reviewed on the City's website www.lucastexas.us.

The City has made every effort to evaluate historical plans and approvals to make sure that the checklist addresses all details needed on a Plan. Recognizing that no two projects sites are the same, and that Consultant's vary in their abilities, determination, experience, and quality control processes, the City may require that a plan or an element of the plan be redone, or that information not specifically addressed on the checklist be provided for a smoother review and approval process.

It is recognized that there most often will be changes needed from what is initially submitted to the City for review. City staff examines each item on a checklist to see if the item was sufficiently addressed according to City requirements. Where deficiencies are found, the Plat will be returned to the contact person named on the application to be addressed prior to further review or acceptance.

PRELIMINARY AND FINAL PLAT
Submission Requirements

1st or Initial Submittal:

- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format ✓
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format ✓
- Completed Checklist ✓
- Completed Preliminary and Final Plat Application ✓
- Letter requesting any variance, exception, or modification to a regulation, or why an issue was not addressed ✓
- Fee as required herein ✓

2nd and 3rd Submittals to Address Requirements:

- Highlight questions asked by the Development Review Committee (DRC) in bold
- Provide response/correction directly below DRC question
- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format

4th and Subsequent Submittal(s):

- 24" x 36" An electronic copy of the Plat and/or Exhibits in PDF format
- 11" x 17" An electronic copy of the Plat and/or Exhibits in PDF format
- Fee equal to the original submission fee

When Staff has Determined the Application is Complete and Accepted for Final Approval:

- Two (2) 24" x 36" folded copies of the Plat and/or Exhibits
- Two (2) 11" x 17" Z folded copies of the Plat and/or Exhibits
- An electronic copy of the Plat and/or Exhibits in PDF format

Note:

If an improvement agreement * (sometimes referred to as a facilities agreement) is required, it shall be approved by the City Council, and should be coordinated through the Development Services Director. Please refer to City of Lucas Code of Ordinance Section10.03.037 for further clarification.

Signature requirements for final plats regarding mortgage holders. At the submission of the approved final plat, prior to release of the final plat for filing with the respective County, the City shall require the following:

1. A certified copy of the Deed or Deed of Trust on file at the County Clerk's office, showing the owner of the property and, as applicable, the lien or mortgage holder(s) of the property to be platted. If the property was recently purchased and a copy of the Deed or Deed of Trust is not on file with the respective County, a signed and notarized copy of the Deed or Deed of Trust; and
2. A notarized Title Certificate issued within 14 days of final plat approval.

* Construction & engineering plans for public infrastructure improvements

PRELIMINARY AND FINAL PLAT
Minimum Requirements Checklist

Project Name Owens Retail Addition Preparer Seth Kelly, PE RLK Engineering

This Minimum Requirements Checklist (Checklist) is provided to assist you in addressing the minimum requirements for Preliminary Plat submission. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Checking the box certifies to the City that you have completely and accurately addressed the issue**. This completed form must be returned at the time of Application submittal.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided both directly on the plan and on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. Plans are to be submitted complete in all detail as shown by this Checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes. If a preliminary plat is required, so are civil construction plans, a Tree Survey/Preservation Plan is also required as part of the submittal requirements with and at the time of preliminary plat submittal. Refer to the Development Plan Application packet for the needed application and checklist.

- [X] **Plat Preparer Contact Information.** The name, address and telephone number of the owner, the surveyor, and engineer responsible for the preparation of the final plat.
- [X] **Subdivision Information.** The name of the subdivision and location map showing adjacent subdivisions, street names (which shall conform, whenever possible, to existing street names and be approved by the Post Office) and lot and blocks numbers in accordance with a systematic arrangement.
- [X] **Survey.** An accurate boundary survey description of the property, with bearings and distances, referenced to survey lines, existing property descriptions and established subdivisions, and showing the lines of adjacent tracts, the layout, dimensions and names of adjacent streets and alleys and lot lines shown in dashed lines.
- [X] **Right-of-Way.** Existing boundary of adjacent street, and alley rights-of-way and boundaries of right-of-way (ROW) dedication are indicated, street names are labeled, and ROW widths are dimensioned.
- [X] **Plat Legend Aids.** Scale, north point, date, lot, and block numbers.
- [X] **Adjacent Property Details:**
  - [X] The name and location of adjacent subdivisions or unplatted tracts drawn to scale shown in dotted lines and in sufficient detail to accurately show the existing streets, alleys, and other features that may influence the layout and development of the proposed subdivision. The abstract name and number, and name of the owner of the adjacent unplatted tracts should be shown.
  - [X] Location of property lines, owner or subdivision name(s) and recording information of abutting properties is indicated. Unplatted property or any streets or alleys within a 500-foot radius of subject property are shown and identified/labeled as appropriate.
- [X] **Plat Details.** Exact location of lots, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimal fractions of feet, with the length of radii and of arcs of all curves, internal angles, points of curvatures, length and bearings of the tangents, and with all other surveyor information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points.
- [X] **Lot Size and Zoning Requirements.** All lots on building sites shall conform to the minimum standards for area, width and depth prescribed by the zoning district or districts in which the subdivision is located and state the area size of each lot. Internal lot lines are clearly indicated, shown to scale, and labeled with bearings and distances.
- [X] **Setbacks.** Building setback lines and the location of utility easements.
- [X] **Topography:**
  - [X] Topographic information showing contour lines with intervals up to one (1') foot indicating the terrain, drainage pattern of the area, and the drainage basin areas within the proposed subdivision. Topographic information showing contour lines with intervals up to two (2) feet indicating the terrain, the drainage pattern of the area, and the drainage basin areas outside the boundaries of the proposed subdivision.
  - [X] The location, size, and identification of any physical features of the property, including water courses, ravines, bridges, culverts, existing structures, drainage or other significant topographic features located on the property or within one hundred fifty feet (150') of the proposed subdivision.
  - [X] Contours are indicated with intervals of two (2) feet for property five acres or less and five (5) feet for property more than five acres.

PRELIMINARY AND FINAL PLAT
Minimum Requirements Checklist

- [x] **Drainage.** The layout and dimensions of proposed storm drainage areas, easements and rights-of-way necessary for drainage within and outside the boundaries of the proposed subdivision.
- NA ☐ **Dedications:**
  - ☐ The location and purpose of all proposed parks or other areas offered for dedication to public use.
  - ☐ Sites to be reserved or dedicated for parks, playgrounds and/or other public uses are indicated and labeled.
- [x] **Existing Detail:**
  - ☐ The location of all existing property lines, buildings, sewer or water mains, storm drainage areas, water and wastewater facilities, fire hydrants, gas mains or other underground structures, easements of record or other existing features.
  - ☐ The location of existing structures or other features proposed to remain and those proposed for removal.
  - ☐ Existing easements are indicated by a light, dashed line and labeled indicating dimension, purpose and County recording information.
- [x] **Deed Information.** Copy of any deed restrictions, restrictive covenants, special use permit or planned development district ordinance regulating the property.
- [x] **Intersections.** The angle of intersection of the centerlines of all intersecting streets which are intended to be less than ninety (90°) degrees.
- [x] **Flood Plain Information:**
  - [x] In accordance with the city floodplain management regulations of the Code of Ordinances, as amended, the floodplain and floodway lines and base flood elevations as shown on the current effective flood insurance rate maps for the city shall be shown, where applicable. A notation shall be shown on the face of the preliminary plat stating: "Lots or portions of lots within the floodplain or areas of special flood hazard require a development permit prior to issuance of a building permit or commencement of construction including site grading, on all or part of those lots".
  - [x] A note is included that states whether or not the property is in the 100-year flood plain, with the FIRM Community Panel reference number and map date.
- [x] **Sewer and Streets in ETJ**. For a preliminary plat of land located outside the city limits where sanitary sewer does not exist or where street improvement standards vary from those specified by the city, such differences shall be noted.
- [x] **Certificate of Ownership and Dedication Information.** A certificate of ownership and dedication of all streets, alleys, easements, parks, and other land intended for public use, signed and acknowledged before a Notary Public by the owner and lien holders of the property, along with complete and accurate metes and bounds description of the land subdivided and the property dedicated to public use.
- [x] **Tax Receipt.** Receipt showing all taxes on the subject property are paid.
- [x] **Surveyor Certification.** Certification by a surveyor, to the effect that the preliminary plat represents a survey made by the Surveyor, and that all the necessary survey monuments are correctly shown thereon.
- [x] **Summary Sheet.** A preliminary plat provided in multiple sheets shall include a key map showing the entire subdivision at smaller scale with lot and block numbers and street names on one (1) of the sheets or on a separate sheet of the same size.
- NA ☐ **HOA Agreement.** Copy of any proposed property owner or homeowners' association agreements, covenants and restrictions.
- [x] **Other Boundaries.** Abstract lines, survey lines, county lines, school ISD boundary and corporate boundaries are shown and clearly labeled.
- [x] **Title Block.** A title block is provided in the lower right corner that includes large, boldly printed:

(Subdivision Name)
Preliminary Plat
Lot(s) _____, Block(s) _____ (survey, abstract and tract number)

If a replat, include:
Replat of Lot(s) _____, Block(s) _____

PRELIMINARY AND FINAL PLAT
Minimum Requirements Checklist

- [X] **Submittal Log.** A log of submittal/revision dates since submitted to the city.
- NA ☐ **Purpose Statement.** The purpose of a replat or amending plat is stated on the face of the plat document.
- NA ☐ **Replat/Amending Plat Information.** If the proposal is a replat or amending plat, the existing lot numbers and block numbers or letters are shown as light dotted lines, with lot number designation followed by "R" for replats or an "A" for amending plats.
- NA ☐ **Roadway Details:**
  - ☐ Medians, median openings; turn lanes, deceleration/acceleration lanes and stacking distance is indicated within 200 feet of the property. The entire median, left-turn lane and/or deceleration lane and median opening serving a site is shown.
  - ☐ Residential minor streets shall be designed and platted so that no street segment shall have a straight line for more than 1,000 feet before altering its course by at least 20 degrees.
- [X] **Lots:**
  - ☐ Each lot is dimensioned, and the square footage of each lot is indicated.
  - ☐ Each lot is numbered, and block groups are assigned a letter. Homeowner's association and other open space areas are identified with tract number.
- [X] **Utilities and Protected Areas.** The location of existing underground and above ground utilities, flood plain boundaries and state or federally protected areas, such as wetlands, are indicated.
- [X] **Easements and Ingress/Egress.** Location, dimension, and purpose of proposed easements are indicated by a medium-weight, dashed line. Required and proposed ingress/egress or access easements are shown, clearly labeled and tied down, as appropriate.
- [X] **Zoning.** Existing zoning is shown.
- [X] **Open Space.** Location and area of parks, drainage ways, creeks and open space is indicated and labeled.
- [X] **Legal Description.** Legal description/metes and bounds description is included.
- [X] **Notes.** Include any notes required by the various affected agencies/utilities.
- [X] **Water.** Preliminary water plans are included with this submittal.
- [X] A note shall be added to the plat stating: **"Preliminary Plat - For Inspection Purposes Only."**

Items that may be required after preliminary plat submittal and prior to final plat submittal:

Any other information that is unique to a proposed development or the Development Services Director, engineering department, fire department, Planning and Zoning Commission or City Council determines necessary for a complete review of the proposed development, which may include, but is not limited to additional information or drawings, operating data, expert evaluation, or testimony concerning the location, function, or characteristics of any building or proposed use. Including but not limited to traffic impact analysis, geotech report, conditional letter of map revision, letter of map revision, and flood plain study.

REQUIRED PLAT CERTIFICATIONS

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

_____ _____

Tommy Tolson Chairman, Planning and Zoning Commission — Date

ATTEST:

_____ _____

Signature — Date

_____

Name & Title

The Public Works Director/City Engineer of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his/her approval is required.

_____ _____

Jeremy Bogle, Public Works Director — Date

The Development Services Director of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

_____ _____

Joseph Hilbourn, Development Services Director — Date

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

_____

Registered Professional Surveyor

REQUIRED PLAT CERTIFICATIONS

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, _____.

_____
Notary Public in and for the State of Texas

REQUIRED PLAT CERTIFICATIONS

The following certificate is applicable for all minor plats/subdivisions that may be approved by the Development Services Director

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Development Services Director of the City of Lucas, Texas, in accordance with the Lucas Code of Ordinances, review and approval procedures.

_____ _____
Joseph Hilbourn, Development Services Director Date

ATTEST:

_____ _____
Signature Date

_____
Name & Title

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

_____ _____
Jeremy Bogle, Public Works Director Date

ATTEST:

_____ _____
Signature Date

_____
Name & Title

FINAL PLAT
Minimum Requirements Checklist

Project Name_____ **Preparer** _____

This checklist is provided to assist you in addressing the minimum requirements for final plat submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Checking the box certifies to the City that you have completely and accurately addressed the issue.**

This completed form must be returned at the time of application submittal. If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. All exception/modification requests must also be specifically listed on the plans.

Plans are expected to be submitted complete in all detail as included by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes. **If a preliminary plat was not required, a Tree Survey/Preservation Plan is required as part of the submittal requirements with and at the time of submittal of the final plat. Refer to the Development Plan Application for the needed application and checklist.**

Items to be Included:

- ☐ **Preliminary Plat.** All information required for a Preliminary Plat.
- ☐ **Drawings and Plans.** Record drawings, construction plans including one set of mylars and a digital copy in PDF, and DWG format, and two sets of blacklines, where applicable.
- ☐ **Improvement Agreement.** The improvement agreement and security if required, in a form satisfactory to the City Attorney and in an amount established by the City Council upon recommendation of the City Engineer and shall include a provision that the owner shall comply with all the terms of the Final Plat Approval as determined by the commission.
- ☐ **Dedication Documentation.** Formal irrevocable offers of dedication to the public of all streets, alleys, utilities, easements and parks in a form approved by the City Attorney.
- ☐ **Phases.** An owner may, at the discretion of the commission, obtain approval of a phase of a subdivision for which a preliminary plat was approved provided such phase meets all the requirements of this article in the same manner as is required for a complete subdivision.
- ☐ **HOA Agreement.** If applicable, copy of agreements, covenants and restrictions establishing and creating the homeowners' association approved by the commission based on recommendation of the City Attorney.
    - ☐ Homeowner Association Covenants, Conditions, and Restrictions (CCR's) are submitted for review and include statements for perpetual maintenance and provisions for maintenance by City of Lucas should the homeowner's association (HOA) dissolve.
- ☐ **I have made the decision NOT to waive the statutory time limits (30 days) in accordance with section 212 of the Texas Local Government Code. I understand and acknowledge that the City may DENY my Plat Application if not complete as determined by staff within the 30-day time period.**
- ☐ **Map.** Location map clearly showing the location of the proposed Final Plat with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.
- ☐ **Legend and Scale.** Written and bar graph scale and north arrow are indicated. North shall be oriented to the top or left side of the sheet.
- ☐ **Boundary Lines.** Abstract lines, survey lines, corporate boundaries are shown and clearly labeled.
- ☐ **Title Block.** A title block is provided in the lower right corner that includes large, boldly printed:

(SUBDIVISION NAME)
FINAL PLAT (or REPLAT, AMENDING PLAT, MINOR PLAT as applicable)
LOT(S) _____, BLOCK(S) _____
(survey, abstract and tract number)
If a replat, include:
REPLAT OF LOT(S) _____, BLOCK(S) _____

FINAL PLAT
Minimum Requirements Checklist

- ☐ **Contact, Acres, and Filing Information.** The owner and surveyor's name, address and phone number, gross and net areas as applicable, submission date, and a log of submittal/revision dates since submitted to the city.
- ☐ **Property Information.** Location of property lines, owner or subdivision name(s) and recording information of abutting properties is shown.
- ☐ **Abutting Property Information.** Abutting properties are indicated by a light solid line.
- ☐ **Existing ROW Information.** Existing boundary of street rights-of-way adjacent to the property and boundaries of right-of-way dedication are indicated by a medium weight solid line, intermittent with two dashed lines, and widths are dimensioned.
- ☐ **Proposed Street and ROW Information:**
  - ☐ Existing and proposed internal alleys and streets ROW are indicated by a medium weight solid line, intermittent with two dashed lines.
  - ☐ Streets are named and ROW dimensioned.
  - ☐ Streets and alleys ROW within 200 feet of the subject property boundary are accurately located, dimensioned, and named/labeled.
  - ☐ Residential minor streets shall be designed and platted so that no street segment shall have a straight line for more than 1,000 feet before altering its course by at least 20 degrees.
- ☐ **Lot Lines:**
  - ☐ The length and bearing of all straight lines, radii, arc lengths, tangent length and central angles of all curves are indicated along the lines of each lot. The curve data pertaining to block or lot boundary may be placed in a curve table at the base of the plat and prepared in a tabular form with the following information:
    - Curve number
    - Delta
    - Radius
    - Tangent length
    - Tangent offset
    - Arc length
    - Chord
  - ☐ Internal lot lines are clearly indicated and shown to scale.
- ☐ **Survey Markers and Monuments:**
  - ☐ The description and location of all survey monuments placed in the subdivision or immediately adjacent to it are shown.
  - ☐ In all subdivisions, corners are established at the corner of each block in the subdivision consisting of an iron rod or pipe not less than three-quarter inches (3/4") in diameter and twenty-four inches (24") deep, flush with the top of the sidewalk or other paving, surface, etc. All lot corners shall be installed prior to the final inspection of the subdivision.
  - ☐ Lot corner monuments are placed at all lot corners except corners which are also block corners, consisting of iron rods or pipes of a diameter of not less than one-half inch (1/2") and eighteen inches (18") deep set flush with the top of the sidewalk. All lot corners shall be installed prior to the final inspection of the subdivision.
  - ☐ Curve point markers are established using the same specifications as lot corners. All lot corners shall be installed prior to the final inspection of the subdivision.
- ☐ **Lots:**
  - ☐ Each lot is dimensioned with bearings and distances, as applicable, and the square footage of each lot is indicated.
  - ☐ Each lot is numbered, and block groups are assigned a letter.

- ☐ **Flood Plain:**
  - ☐ The location of flood plain boundaries and state or federally protected areas, such as wetlands, are indicated.
  - ☐ A note is included that states whether or not the property is in the 100-year flood plain, with the F.I.R.M. Community Panel reference number and map date indicated.

FINAL PLAT
Minimum Requirements Checklist

- ☐ **Easements:**
  - ☐ Existing easements are indicated by a light, dashed line and labeled indicating dimension, purpose, and County recording information.
  - ☐ Proposed easements are indicated by a medium weight, dashed line and labeled indicating dimension and purpose.
- ☐ **Ingress/Egress.** Required cross access or ingress/egress easements are shown, dimensioned, labeled, and properly tied down.
- ☐ **Zoning.** Existing zoning of the subject property is indicated.
- ☐ **Parks and Open Space.** Location and area of parks, drainage ways, and open space is indicated. Open space/Homeowner's Association (HOA) areas are to be labeled with tract number/s.
- ☐ **Legal Description.** A legal description/metes and bounds description is included.
- ☐ **Utility/Governmental Notes.** Include any notes required by the various affected agencies/utilities.
- ☐ **Reservations/Dedications.** Sites to be reserved or dedicated for parks, playgrounds and/or other private or public use are indicated.
- ☐ **Notes.** Applicable notes have been added to the plat. Any change from the wording shown herein shall be approved by the City of Lucas.
- ☐ **Improvement Agreement.** The Improvement Agreement and security, if required, in a form satisfactory to the City Attorney and in an amount established by the City Council upon recommendation of the City Engineer and should include a provision that the owner will comply with all the terms of the final plat approval as determined by the Commission.
- ☐ **Phases.** At the discretion of the Commission, obtain approval of a phase of a subdivision for which a Preliminary Plat was approved provided such phase meets all the requirements of the subdivision ordinance.
- ☐ **Replat/Amending Plat.** The purpose of a Replat or Amending Plat is specifically noted on the face of the drawing.
- ☐ **Certificates.** The following certificates shall be placed on the final plat in a manner that will allow them to be clearly visible on the final plat.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE _____ DAY OF_____, _____.

ATTEST:

_____
Tommy Tolson, Chair
Planning and Zoning Commission

_____
City Secretary

"APPROVED FOR PREPARATION OF FINAL PLAT"

_____ _____
Tommy Tolson, Chair Date
Planning and Zoning Commission

_____ _____
Joseph Hilbourn, Development Services Director Date

_____ _____
Jeremy Bogle, Public Works Director Date

FINAL PLAT
Minimum Requirements Checklist

SAMPLE OWNER'S CERTIFICATE ✓
(If no homeowners' association in involved)

STATE OF TEXAS }
COUNTY OF COLLIN }

WHEREAS, _____ are the Owners of a tract of land situated in the

(Enter accurate legal description here)

and being more particularly described as follows:

(Enter accurate metes and bounds here)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, _____, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as _____, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, *I/we* certify that *I/we* (*indicate correct options*) are the sole owners of the dedicated property and that no other's interest are attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Witness our hands at *LUCAS*, Texas, this _____ day of _____, 20_____.

_____ _____
_____, Owner _____, Owner

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20___.

_____
Notary Public in and for
the State of Texas

FINAL PLAT
Minimum Requirements Checklist

MORTGAGE HOLDER CERTIFICATION ✓
(If no homeowners' association in involved) NA

That I,_____ , hold a mortgage or represent holders of a mortgage on the described property herein, do hereby consent to the submission and filing of this plat designating the hereinabove described property as _____, an addition to the City of Lucas and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon and do hereby reserve the easements shown on this plat for the mutual use and accommodation of garbage collection agencies, public utilities desiring to use or using same and fire and access easements. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas. Witness our hands at, Texas, this _____ day of _____, 20____.

_____
Signature

_____
Title

_____
Company

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein
expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

FINAL PLAT
Minimum Requirements Checklist

SAMPLE OWNER'S CERTIFICATE
(If a homeowners' association is involved)

STATE OF TEXAS }
COUNTY OF COLLIN }

WHEREAS, _____ are the Owners of a tract of land situated in the

(Enter accurate legal description here)

and being more particularly described as follows:

(Enter accurate metes and bounds here)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, _____, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as _____, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, *I/we* certify that *I/we* are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, I/we agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
- The homeowners' association shall have the authority to collect membership fees;
- As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
- The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
- The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
- The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

FINAL PLAT
Minimum Requirements Checklist

_____
Signature of Owner(s)

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

_____
Notary Public in and for The State of Texas

FINAL PLAT
Minimum Requirements Checklist

MORTGAGE HOLDER CERTIFICATION
(If a homeowners' association is involved)

That I, _____, hold a mortgage or represent holders of a mortgage on the described property herein, do hereby consent to the submission and filing of this plat designating the hereinabove described property as _____, an addition to the City of Lucas and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas, and to requirements placed on the homeowners' association as indicated herein and remedies to the abatement of nuisance and liens on properties therein and as required.

Witness our hands at, Texas, this _____ day of _____, 20____.

_____
Signature

_____
Title

_____
Company

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

_____
Notary Public in and for the State of Texas

FINAL PLAT
Minimum Requirements Checklist

City Filing Requirements:

- Two (2) 24" x 36" mylar with original seals and signatures, and two blackline copies, stamped with County recording information.
- One (1) original tax certificate for the platted property
- Collin County Plat Recording Requirements (verify with the Collin County Clerk at 972.542.4185 and applicable fees).

Required prior to final plat submittal.

1. Final plat, application, checklist, and fee
2. Maintenance Bond for City Improvements, 2 year – 10% Bond to be verified by submitting contract.
3. $1,500 public improvements inspection fee (developer to provide contracts for verification)
4. Construction as-built record drawings (mylar), blackline copy, PDF, and DWG format copy.
5. Engineering construction test reports.
6. Walk-through with Public Works personnel completed with satisfactory outcome.
7. HOA (covenants, conditions & restrictions) documentation approved by City Attorney before submittal to Planning & Zoning.

Section 10.03.037(e) Procedure for preliminary plat

City of Lucas Code of Ordinances states the following requirements for preliminary plats:

Preliminary plats shall be distributed by City staff to City departments. The owner shall be responsible for the distribution of copies of the preliminary plats to the agencies listed below. The City staff shall give the owner and such agencies a specific date by which to return written responses. The owner and the agencies listed below shall be provided an opportunity to attend a developer/city staff conference for the purpose of notifying the developer of necessary corrections.

1. Independent school districts affected by the plat (one copy).
2. City utility departments (two copies).
3. Public utility companies and franchise utility companies that serve or will provide service to the proposed subdivision (two copies).
4. County commissioner and county public works director if the subdivision is outside the city limits (one copy each).

Below is a list of contacts to assist you with complying with the City of Lucas Code of Ordinance, Section 10.03.037. This list is only a guide, proof of compliance falls with you, the owner.

1. Independent school districts affected by the plat (one copy).

Allen ISD:

David Hicks – Chief Communications Officer
972.727.0510 ext. 400512
david.hicks@allenisd.org
612 E. Bethany Street
Allen, TX 75002

Lovejoy ISD:

Kyle Pursifull – Executive Director of District Support Services
469.742.8004
Kyle_Pursifull@lovejoyisd.net
259 Country Club Road
Allen, TX 75002

McKinney ISD:

Shelly Spaulding – Assistant Superintendent of Public Relations and Communications
469.302-4133
sspaulding@mckinneyisd.net
1 Duvall Street
McKinney, TX 75069

Plano ISD:

Johnny Hill – Deputy Superintendent for Business & Employee Services
469.752.8113
johnny.hill@pisd.edu
2700 W. 15th Street
Plano, TX 75075

Debbie Lytle - Records Management Officer
469.752.8064
pam.moreland@pisd.edu
2700 W. 15th Street
Plano, TX 75075

Princeton ISD:

Donald McIntyre – Superintendent
469.952.5400 ext. 3501
dmcintyre@princetonisd.net
321 Panther Parkway
Princeton, TX 75407

Wylie ISD:

April Cunningham – Executive Director of Communications
972.429.2970
april.cunningham@wylieisd.net
P.O. Box 490
Wylie, TX 75098

2. **City utility departments (two copies).**

Facilitated by City of Lucas Staff

3. **Public utility companies and franchise utility companies that serve or will provide service to the proposed subdivision (two copies).**

Grayson-Collin Electric:

Michael Lauer – Manager of Business Development
903.482.7183
Michael.lauer@grayson-collin.coop

P.O. Box 548
Van Alstyne, TX 75495

TXU Energy:
John Duessel – Vice President and Chief Customer Officer
214.812.4600
jduessel@txu.com
1601 Bryan Street
Dallas, TX 75201

North Texas Municipal Water District:
Bobby Schalf – Assistant Planning Officer
972.442.5405
Fax: 972.295.6440
bschalf@ntmwd.com
505 East Brown Street
Wylie, TX 75098

Co-Serve:
Lance Ehler – Business Developer Manager
940.321.7862
Fax: 940.321.7814
lehler@coserv.com
7701 South Stemmons
Corinth, TX 76210-1842

Oncor:
Steve Elk – Area Manager
972.569.1205
Fax: 972.569.1299
Steven.elk@oncor.com
4600 State HWY 121
McKinney, TX 75070

4. **County Commissioner and County Public Works Director if the subdivision is outside the city limits (one copy each).**

Cheryl Williams – Collin County Commissioner
972.424.1460 ext. 4631
commcourt@collincountytx.gov
Collin County Government Center
Administration Building
2300 Bloomdale Rd.
Mckinney,TX 75071

Jon Kleinheksel - Collin County Public Works
972.548.3700 or 972.424.1460 ext. 3700
Fax: 972.548.3754
pubworks@collincountytx.gov
700 A. Wilmeth Rd
McKinney, TX 75069

FINAL PLAT
Minimum Requirements Checklist

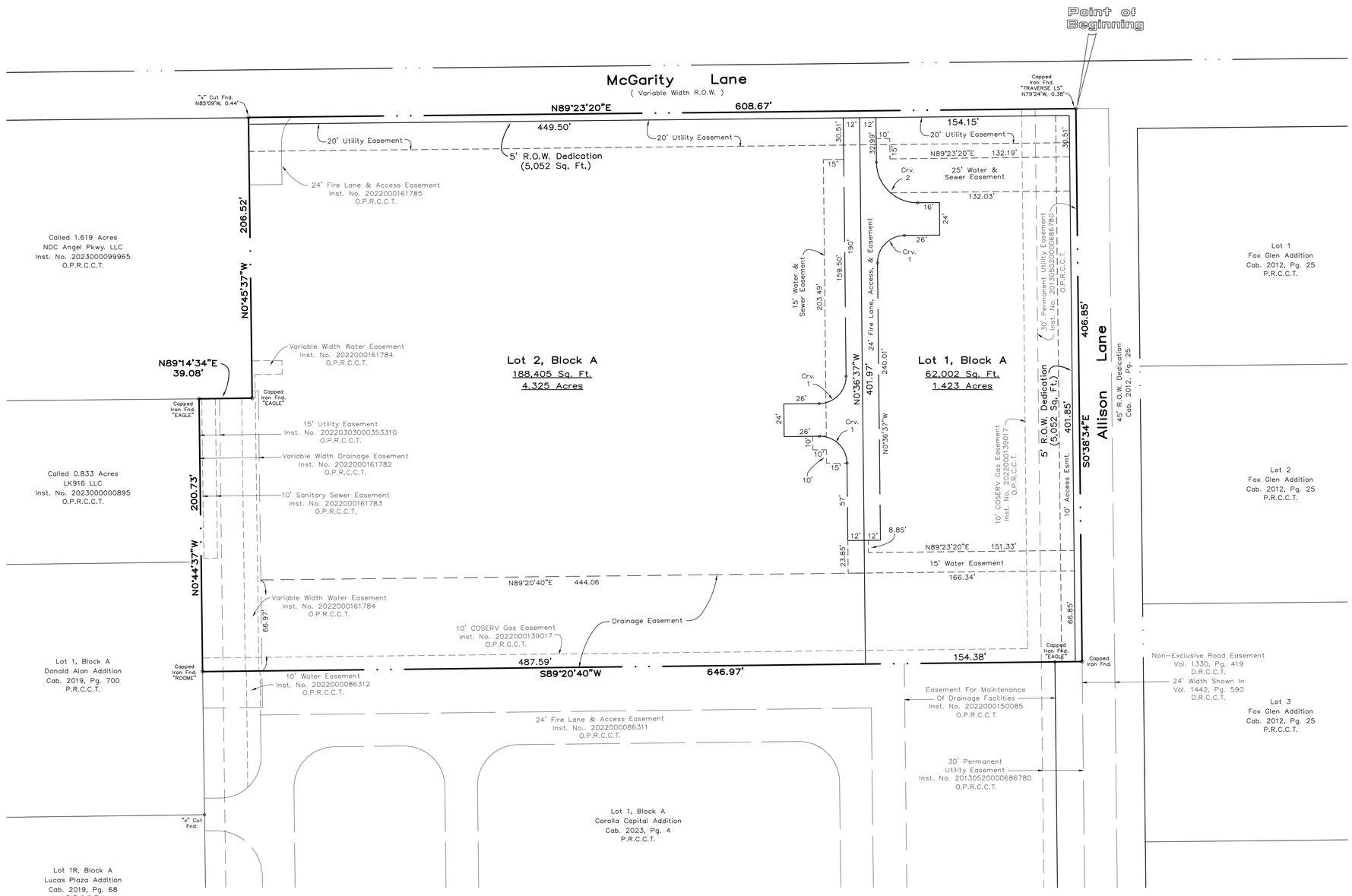
Tracy Homfeld - Collin County Engineering
972.548.3733 or 972.424.1460 ext. 3733
Fax: 972.548.5555
thomfeld@collincountytx.gov
825 North McDonald Street, Suite 160
McKinney, TX 75069

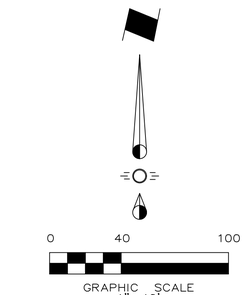
I have complied with Lucas Code of Ordinances, Section 10.03.037

Development Name	Date
Agents Signature	Date
Notary	Date

665 Country Club Road
Lucas, Texas 75002

Office 972.912.1207
www.lucastexas.us





VICINITY MAP
NTS

Curve Data Chart				
	Inner	Outer	Inner	Outer
1	A=90°00'00" R=20.00' T=20.00' L=31.42'			
2	A=90°00'00" R=30.00' T=30.00' L=47.12'			

NOTE:
According to Flood Insurance Rate Map No. 48085C0405J, dated June 2, 2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X (Area of Minimal Flood Hazard).

Lots or portions of lots within the floodplain or areas of special flood hazard require a development permit prior to issuance of a building permit or commencement of construction including site grading, on all or part of those lots.

Submittal Log:

1st Submittal	1–29–26
2nd Submittal	2–4–26

SHEET 1 OF 2

PRELIMINARY PLAT

FOR INSPECTION PURPOSES ONLY

OWENS RETAIL ADDITION

LOTS 1 & 2, BLOCK A

5.865 Acres Situated In The WILLIAM SNIDER SURVEY ~ ABST. 821

LUCAS, COLLIN COUNTY, TEXAS

ZONING: CB

Owner

OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801–9193

Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor

Surdukan Surveying, Inc.
Firm No. 10069500
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200
Job No. 2025–31

Febraury 4, 2026

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, OW Homes, LLC is the owner of a tract of land situated in the William Snider Survey, Abstract No. 821, City of Lucas, Collin County, Texas, and being all of a called 5.86 acre tract of land conveyed to OW Homes, LLC as recorded in Instrument No. 2025000030035 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described in metes and bounds as follows;

BEGINNING at the southwest intersection of McGarity Lane and Allison Lane at an iron rod with plastic cap stamped "Traverse LS" found for the northeast corner of the called 5.86 acre tract;

THENCE S00°38'34"E, with the west Right of Way line of Allison Lane, and the east line of the called 5.86 acre tract, for a distance of 406.85 feet to an iron rod with plastic illegible stamp;

THENCE S89°20'40"W, with the south line of the called 5.86 acre tract and passing at 20.00 feet, an iron rod with plastic cap stamped "EAGLE" found for the northeast corner of Lot 1, Block A, Corolla Capital Addition, an addition to the City of Lucas, Texas as shown on the plat thereof recorded in Cabinet 2023, Page 4 of the Plat Records of Collin County, Texas, and continuing with the north line of said Lot 1 and the south line of the called 5.86 acre tract, for a total distance of 646.97 feet to an iron rod with plastic cap stamped "Roome" found for the south–west corner of the called 5.86 acre tract, said iron rod being the north–west corner of said Lot 1, and being in the east line of Lot 1, Block A, Donald Alan Addition, an addition to the City of Lucas, Texas, as shown on the plat recorded in Cabinet 2019, Page 700, Plat Records of Collin County, Texas;

THENCE N00°44'37"W, with the south line of the called 5.86 acre tract, a distance of 200.73 feet to an iron rod with plastic cap stamped "EAGLE" found for the northeast corner of a called 0.883 acre tract conveyed to LK916, LLC as recorded in Instrument No. 2023000000895 of the O.P.R.C.C.T., and said iron rod found being in the south line of a called 1.619 acre tract conveyed to NDC Angel PKWY, LLC as recorded in Instrument No. 2023000099965 of the O.P.R.C.C.T.;

THENCE N89°14'34"E, with the south line of the called 1.619 acre tract for a distance of 39.08 feet to an iron rod with plastic cap stamped "EAGLE" found for the southeast corner of the called 1.619 acre tract;

THENCE N00°45'37"W, with the east line of the called 1.619 acre tract, and with the west line of the called 5.86 acre tract, for a distance of 206.52 feet to an "x" cut found in the south ROW line of McGarity Lane for the northwest corner of the called 5.86 acre tract, said "x" cut being the northeast corner of the called 1.619 acre tract;

THENCE N89°23'20"E, with the south ROW line of McGarity Lane, for a distance of 608.67 feet to the POINT OF BEGINNING, and CONTAINING 255,459 square feet, or 5.865 acres of land.

BASIS OF BEARINGS:

Bearings are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.

NOTES:

The purpose of this plat is to create official lots of record from a tract of land and to dedicate right of way and easements.

Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and/or withholding of utilities and building permits.

According to Flood Insurance Rate Map No. 48085C0405J, dated June 2, 2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, OW Homes, LLC, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as Owens Retail Addition, Lots 1 & 2, Block A, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right–of–way easements shown thereon and do hereby reserve the easements shown on this plat for the mutual use and accommodation of garbage collection agencies, public utilities desiring to use of using same and fire and access easements. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any tine of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Lucas, Texas. Witness our hands at, Texas, this _____ day of _____, 2026.

_____
Signature

_____
Title

_____
Company

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2026.

_____
Notary Public in and for
the State of Texas

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

_____ _____
Tommy Tolson Date
Planning & Zoning Chairman

ATTEST:

_____ _____
Signature Date

_____
Name & Title

The Public Works Director/City Engineer of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge of belief, this subdivison plat conforms to all requirements of the Code of Ordinances and withi engineering construction standards and processes adopted by the City of Lucas, Texas as to which his/her approval is required.

_____ _____
Jeremy Bogle Date
Director of Public Works

The Development Services Director of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

_____ _____
Joseph Hilbourn Date
Director of Planning &
Community Development

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, Registered Public Land Surveyor, do hereby certify that that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

_____
David J. Surdukan
Registration No. 4613

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David J. Surdukan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the _____ day of _____, 2026.

_____
Notary Public in and for
the State of Texas

PRELIMINARY PLAT

FOR INSPECTION PURPOSES ONLY

OWENS RETAIL ADDITION

LOTS 1 & 2, BLOCK A
5.865 Acres Situated In The
WILLIAM SNIDER SURVEY ~ ABST. 821
LUCAS, COLLIN COUNTY, TEXAS
ZONING: CB

Owner
OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801–9193

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor
Surdukan Surveying, Inc.
Firm No. 10069500
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200
Job No. 2025–31

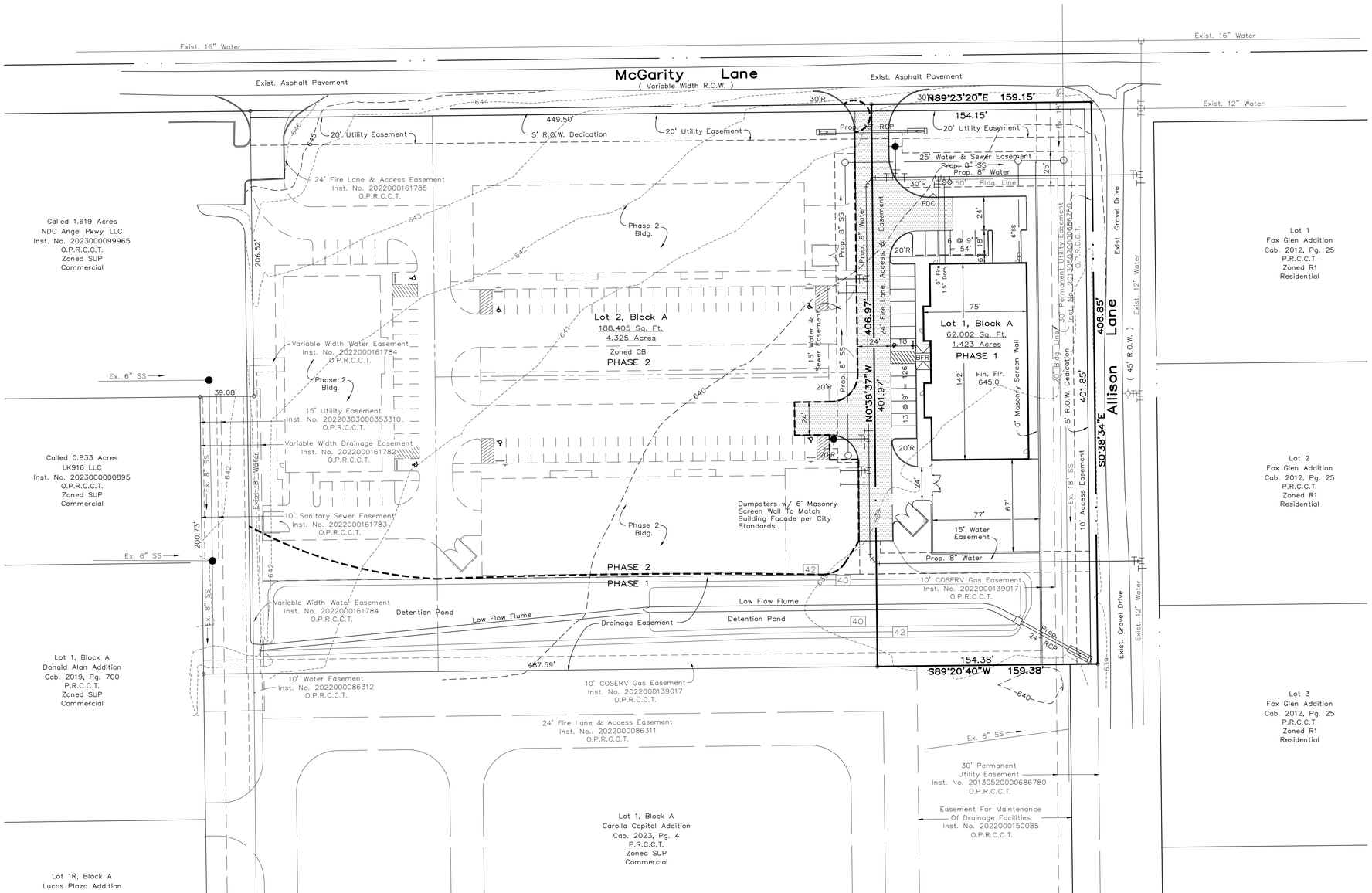
Febraury 4, 2026

NOTES:

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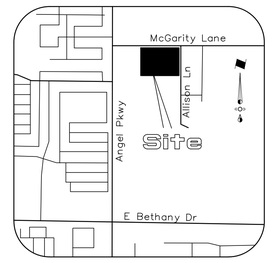
All proposed pavement is concrete.

All parking spaces are 9'x18' with 2' overhang.



0 40 100

GRAPHIC SCALE
1"=40'



VICINITY MAP
NTS

SITE DATA SUMMARY

Existing Zoning	CB
Proposed Use	Retail/Warehouse
Total Lot Area	62,002 S.F. (1.423 Ac.)
Building Area	11,645 S.F.
Building Height	1-Story (26'-5")
Lot Coverage	16.4%
Max. Allowed Impervious Coverage	65%
Proposed Impervious Coverage	47%
Parking Required:	
Warehouse	
10,711 S.F. Warehouse @ 1 Spa/1000 SF	
Warehouse Required	11 Spaces
Retail	
934 S.F. Retail @ 1 Spa/200 SF	
Retail Required	5 Spaces
Total Parking Required	16 Spa.
Parking Provided	19 Spa.
HC Parking Required	1 Spa.
HC Parking Provided	1 Spa.

LEGEND

Proposed Fire Lane (Concrete Pavement)

Limits of Phases

SITE PLAN

OWENS RETAIL ADDITION

LOT 1, BLOCK A

1.423 Net Acres Situated In The WILLIAM SNIDER SURVEY ~ ABST. 821 LUCAS, COLLIN COUNTY, TEXAS

Owner

OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801-9193

Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Febraury 4, 2026

LANDSCAPE LEGEND

TREES

- BALD CYPRESS
- CHINKAPIN OAK
- LACEBARK ELM
- SOUTHERN LIVE OAK

SHRUBS

- DON'S DWARF WAX MYRTLE
- DWARF BURFORD HOLLY
- DWARF GLOSSY ABELIA

GROUND COVERS

- BERMUDAGRASS
- BIG BLUE LILYTURF

TREE SURVEY LEGEND

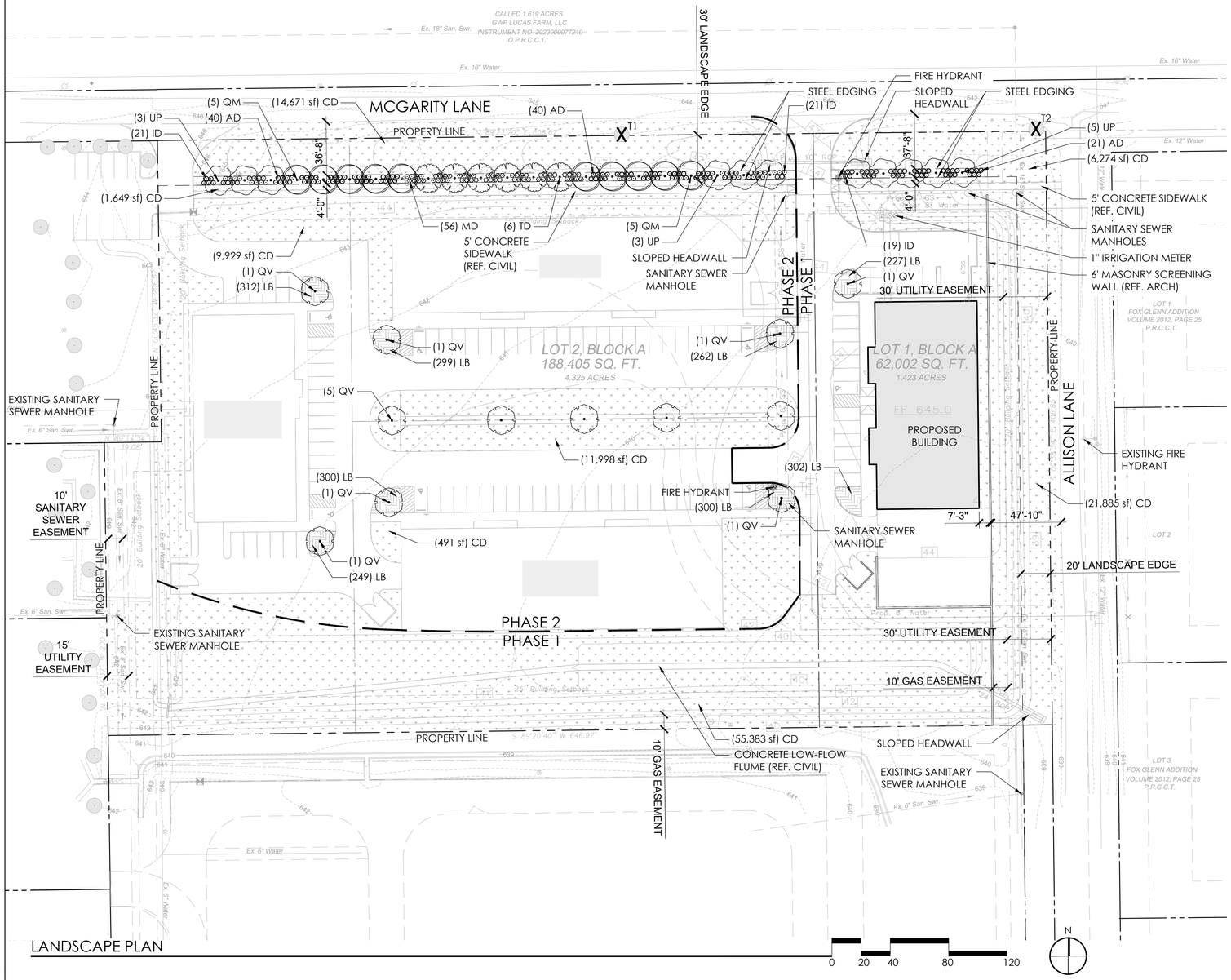
- EXISTING TREE
- X — EXISTING TREE TO BE REMOVED

TREE PRESERVATION CHART

TREE TAG	CALIPER INCHES	SPECIES	CLASSIFICATION	INCHES REMOVED	INCHES MITIGATED
T1	30	HACKBERRY	UNPROTECTED	30	0
T2	23	HACKBERRY	UNPROTECTED	23	0
TOTAL				53	0

LANDSCAPE NOTES:

1. VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS FOR DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. LOCATE ALL EXISTING UNDERGROUND UTILITIES FOR CONFLICTS. EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
4. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
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9. ALL LANDSCAPE AREAS SHALL BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS PER CITY OF WAXAHACHIE IRRIGATION REQUIREMENTS.



LANDSCAPE PLAN

MAINTENANCE NOTES:

PER CITY ORDINANCE SECTION 3.18.043

EVERY PROPERTY OWNER AND ANY TENANTS SHALL KEEP THEIR LANDSCAPING IN A WELL-MAINTAINED, SAFE, CLEAN, AND ATTRACTIVE CONDITION AT ALL TIMES. SUCH MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO,
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LANDSCAPE TABULATIONS:

THE CITY OF LUCAS, TEXAS

LANDSCAPE EDGE [See § 3.18.028]

ONE (1) SHADE TREE AND EIGHT (8) SHRUBS PER 20 L.F. OF STREET FRONTAGE
ALLISON LANE - 418 L.F. STREET FRONTAGE

REQUIRED:	PROVIDED:
21 TREES, 4" CAL.	0 TREES, 4" CAL.
168 SHRUBS, 5 GAL.	0 SHRUBS, 5 GAL.

MCGARITY LANE - 520 L.F. STREET FRONTAGE - EASEMENT

REQUIRED:	PROVIDED:
26 TREES, 4" CAL.	26 TREES, 4" CAL.
208 SHRUBS, 5 GAL.	208 SHRUBS, 5 GAL.

PARKING LOT PERIMETER LANDSCAPING [See § 3.18.031]

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PARKING LOT INTERIOR LANDSCAPING [See § 3.18.032]

TOTAL PARKING AREA (47,125 S.F.), INTERIOR PLANTING AREA PERCENTAGE (5%)

REQUIRED:	PROVIDED:
2,356 S.F.	2,649 S.F.

ONE (1) SHADE TREE PER TEN (10) REQUIRED PARKING SPACES

REQUIRED:	PROVIDED:
10 TREES, 4" CAL.	12 TREES, 4" CAL.

LANDSCAPED AREA [See § 3.18.027]

FIFTEEN (15) PERCENT OF GROSS LOT (255,460 S.F.) TO BE LANDSCAPED AREA

REQUIRED:	PROVIDED:
38,319 S.F.	118,378 S.F.

- LIVING SCREEN AND LANDSCAPE EDGE ALONG ALLISON LANE ARE EXCEPTIONS DUE TO UTILITY EASEMENTS.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT/ CAL	HEIGHT	SPREAD	SPACING	REMARKS
TREES									
	QM	10	QUERCUS MUEHLENBERGII	CHINKAPIN OAK	B&B- 4"	14`-16`	8`-10`	REF. PLANS	SINGLE STRAIGHT TRUNK, DENSE, FULL CROWN, WELL-BRANCHED
	QV	12	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B&B- 4"	14`-16`	8`-10`	REF. PLANS	SINGLE STRAIGHT TRUNK, DENSE, FULL CROWN, WELL-BRANCHED
	TD	6	TAXODIUM DISTICHUM	BALD CYPRESS	B&B- 4"	14`-16`	6`-8`	REF. PLANS	SINGLE STRAIGHT TRUNK, FULL PYRMAIDIAL GROWTH, WELL-BRANCHED
	UP	11	ULMUS PARVIFOLIA	LACEBARK ELM	B&B- 4"	14`-16`	8`-10`	REF. PLANS	SINGLE STRAIGHT TRUNK, DENSE, FULL CROWN, WELL-BRANCHED
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SHRUBS									
	AD	101	ABELIA X GRANDIFLORA 'DWARF'	DWARF GLOSSY ABELIA	REF. SIZE	30"	18"	48" O.C.	FULL UPRIGHT ROUNDED GROWTH
	ID	61	ILEX CORNUTA 'DWARF BURFORD'	DWARF BURFORD HOLLY	REF. SIZE	30"	18"	48" O.C.	FULL UPRIGHT ROUNDED GROWTH
	MD	56	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	REF. SIZE	30"	18"	48" O.C.	FULL UPRIGHT ROUNDED GROWTH
GROUND COVERS									
	CD	122,280 SF	CYNODON DACTYLON	BERMUDAGRASS	SOD				SOLID SOD
	LB	2,251	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	REF. SIZE	12"	12"	12" O.C.	FULL, WELL ROOTED, MATCHED

Call 1.800.DIG-TESS
2 Working Days BEFORE You Dig!
www.digtess.org
811 Know what's below. Call before you dig.
Dig Safely

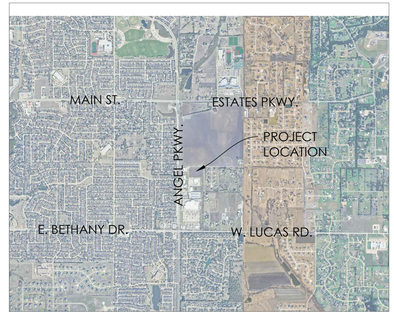
LOT 1 & 2 BLOCK A
5.865 ACRES SITUATED IN THE
WILLIAM SNIDER SURVEY~ABST 821
LUCAS, COLLIN COUNTY TEXAS

WILLIAM SNIDER SURVEY,
ABSTRACT NO. 821,
5.865 ACRE
OW HOMES, LLC
INSTRUMENT NO. 20250000030035
O.P.R.C.C.T.

Hodgson Douglas
Landscape Architects
12001 N. Central Expy. Suite 1170
Dallas, TX 75243
t. 469.955.3658
www.hodgsondouglas.com

OWNER
OW Homes, LLC
1285 FARMSTEAD COURT
LUCAS, TX 75002
(214) 801-9193

LOCATION MAP: NOT TO SCALE



MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the landscape architect to insure that all parties are in possession of the most current set of construction documents.			

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

REGISTERED LANDSCAPE ARCHITECT MICHAEL T. BLACK 2202 STATE OF TEXAS
01.29.2026

LANDSCAPE PLAN AND TREE SURVEY

OWENS RETAIL
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH. REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
HDLA	HDLA	L1.0.dwg	1" = 40'	L1.0
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
HDLA	HDLA	01-14-26	RLK: 25054	

Jan 29, 2026 - 8:20am User: rcunningham

LANDSCAPE LEGEND

TREES
- BALD CYPRESS
- CHINKAPIN OAK
- LACEBARK ELM
- SOUTHERN LIVE OAK

SHRUBS
- DON'S DWARF WAX MYRTLE
- DWARF BURFORD HOLLY
- DWARF GLOSSY ABELIA

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- EXISTING TREE
- X — EXISTING TREE TO BE REMOVED

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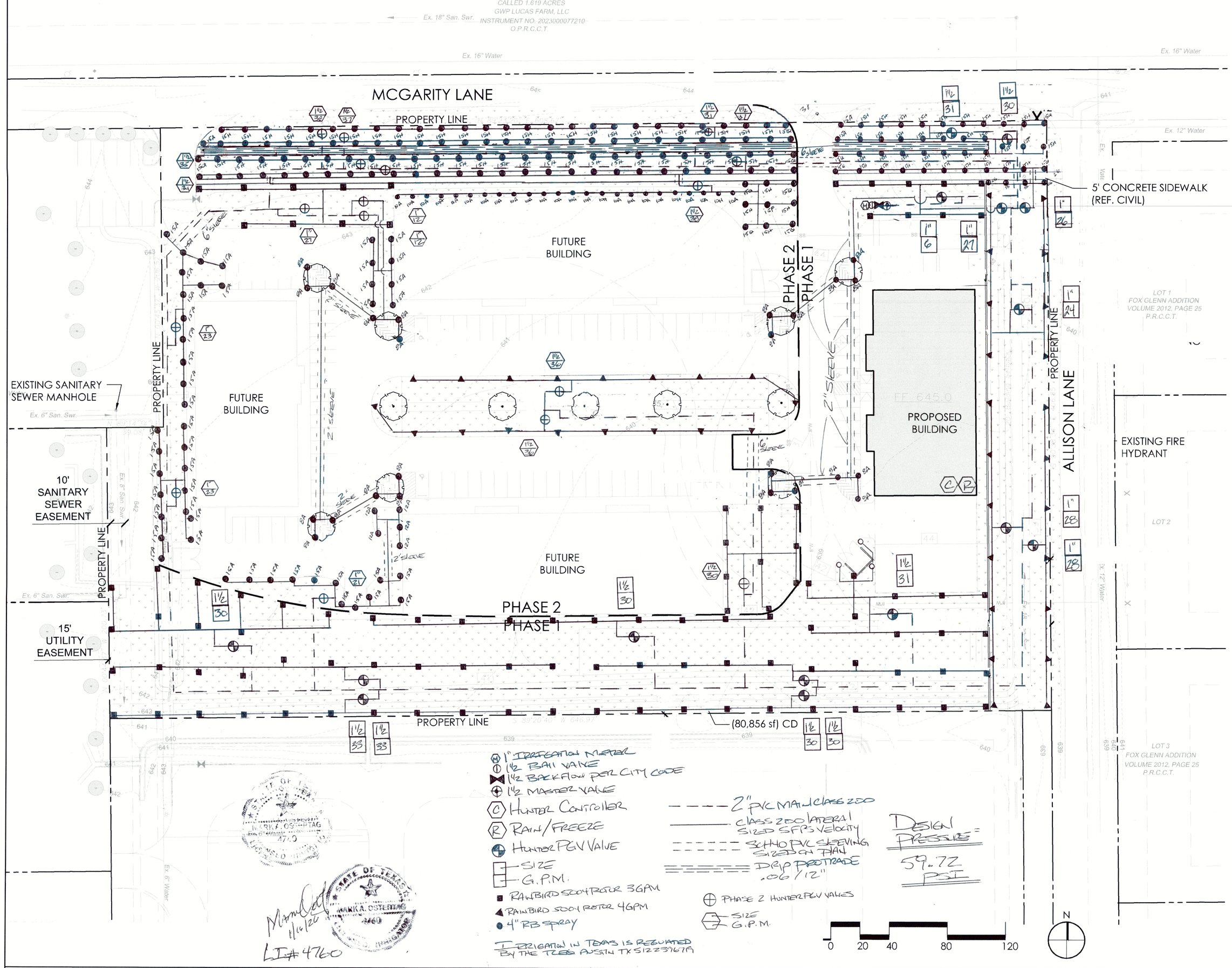
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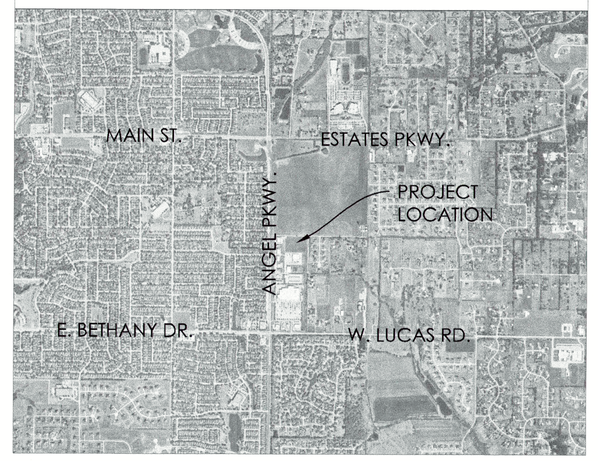
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OW Homes, LLC

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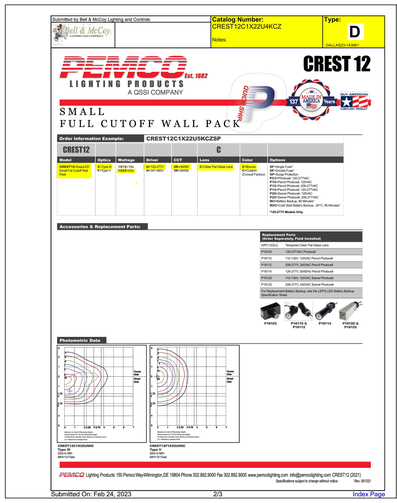


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LANDSCAPE PLAN - IRRIGATION

OWENS RETAIL ADDITION
XXX
Lucas, TX

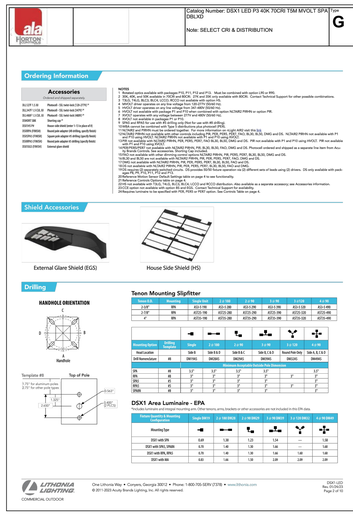
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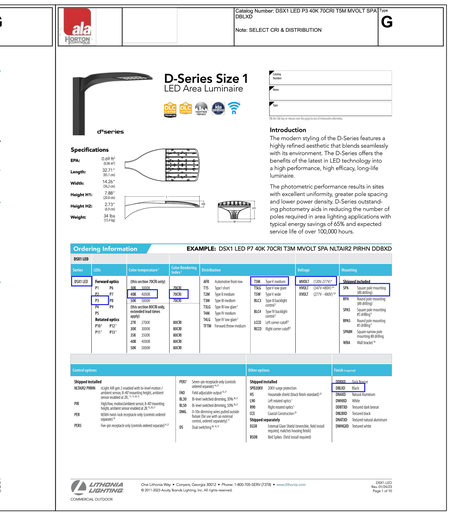




FIXTURE TYPE D

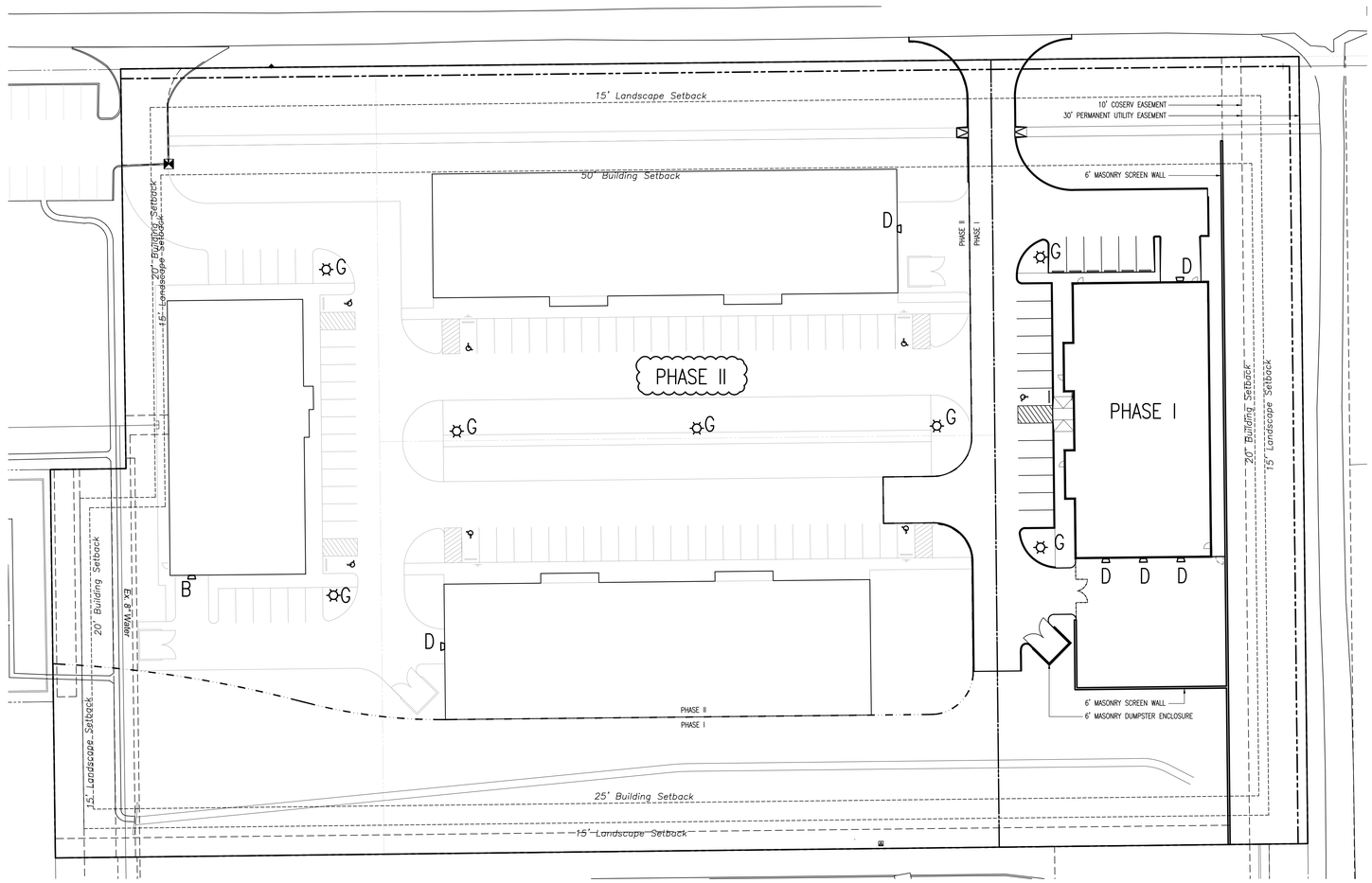
SCALE N.T.S.





FIXTURE TYPE G

SCALE N.T.S.



LIGHTING LEGEND

tag	symbol	description
G	☼	pole-mounted site light EXTERIOR LED ON 20' STANDARD / CONC BASE
D	▭	wall pack EXTERIOR LED / SURFACE-MOUNTED ON BLDG TO BE PROVIDED ON BLDGS AT EACH PHASE

01 SITE LIGHTING PLAN

SCALE 1" = 30'-0"

TRUE NORTH

PLAN NORTH

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studio Meyer
Architects
ARCHITECT
HoH ENGINEERING, INC.
STRUCTURAL
rtm engineering consultants
MEP

OWENS RETAIL ADDITION

LOT 1, BLOCK A, WM. SNIDER SURVEY
LUCAS, TEXAS 75002

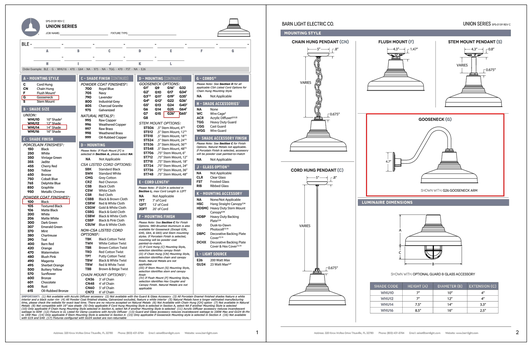
REGISTERED ARCHITECT
STATE OF TEXAS
01.16.26

FOR DEVELOPMENT APPROVAL

REV	DATE	ISSUE TITLE
0	01.16.26	FOR DEVELOPMENT APPROVAL
1	01.29.26	CITY COMMENTS

SITE PLAN & ROOF PLAN

A1.00





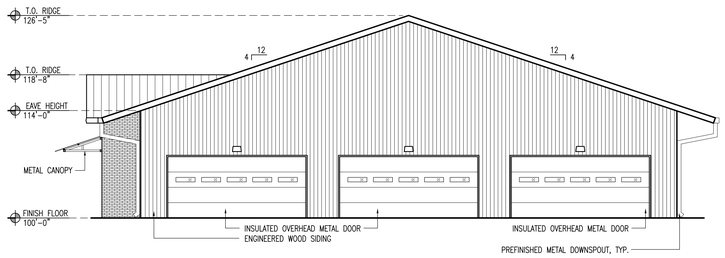
06 . EXT. ACCENT LIGHTING

SCALE : N.T.S.



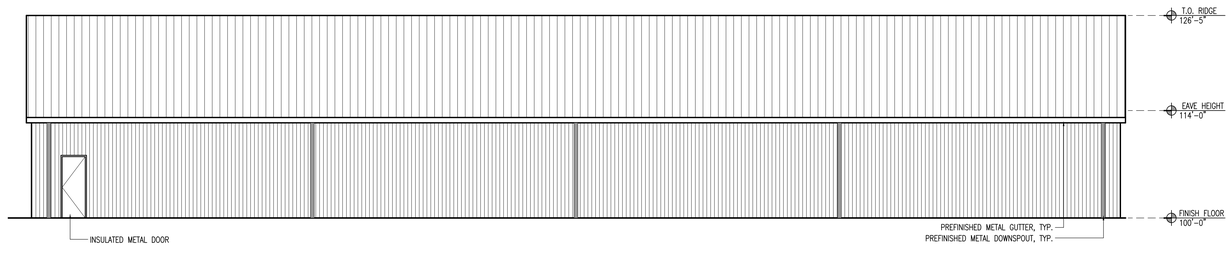
05 . EXTERIOR RENDERING

SCALE : N.T.S.



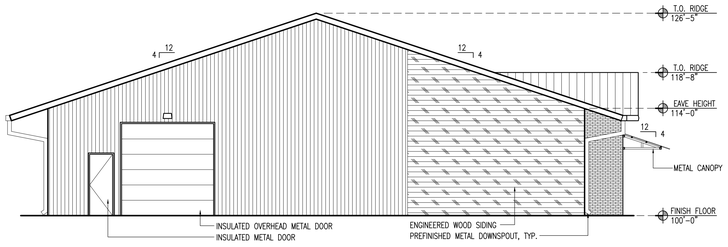
04 . EXTERIOR ELEVATION - SOUTH

SCALE : 1/8" = 1'-0"



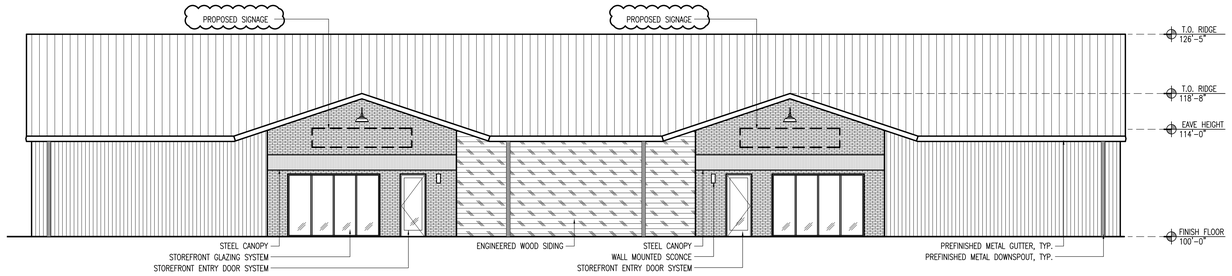
03 . EXTERIOR ELEVATION - EAST

SCALE : 1/8" = 1'-0"



02 . EXTERIOR ELEVATION - NORTH

SCALE : 1/8" = 1'-0"



01 . EXTERIOR ELEVATION - WEST (FRONT)

SCALE : 1/8" = 1'-0"

FACADE MATERIAL CALCULATIONS:

FRONT FACADE (WEST):
1948 SF TOTAL AREA
- 769 (39%) SF METAL SIDING
- 393 (20%) SF ENGINEERED WOOD SIDING
- 534 (28%) SF BRICK MASONRY VENEER
- 250 (13%) SF STOREFRONT & OPENINGS

SIDE FACADE (NORTH):
1385 SF TOTAL AREA
- 792 SF (57%) METAL SIDING
- 416 SF (30%) ENGINEERED WOOD SIDING
- 177 SF (13%) DOOR OPENINGS

REAR FACADE (EAST):
1762 SF TOTAL AREA
1735 (99%) SF METAL SIDING
- 27 (1%) SF DOOR OPENINGS

SIDE FACADE (SOUTH):
1385 SF TOTAL AREA
- 936 (68%) SF METAL SIDING
- 449 (32%) SF DOOR OPENINGS

FACADE PLAN NOTES:

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BE THE BUILDING INSPECTION DEPARTMENT.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICAL.

MATERIAL LEGEND

BRICK MASONRY | STANDING SEAM ROOF | METAL SHEETING | ENGINEERED WOOD SIDING

studio Meyer
Architects

ARCHITECT

HoH ENGINEERING, INC.

STRUCTURAL

rtm engineering consultants

MEP

OWENS RETAIL ADDITION

LOT 1, BLOCK A, WM. SNIDER SURVEY
LUCAS, TEXAS 75002

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REGISTERED ARCHITECT
WILLIAM RICK MEYER
#32276
STATE OF TEXAS

01.16.26

FOR DEVELOPMENT APPROVAL

REV	DATE	ISSUE TITLE
0	01.16.26	FOR DEVELOPMENT APPROVAL
1	01.29.26	CITY COMMENTS

EXTERIOR ELEVATIONS

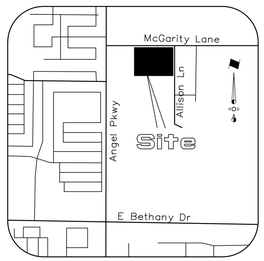
A3.00

PAVING, DRAINAGE, & UTILITY PLANS

OWENS RETAIL ADDITION

AN ADDITION TO THE

CITY OF LUCAS, TEXAS



VICINITY MAP
NTS

Index Of Drawings

	COVER
	SITE PLAN
	PLAT (SHEET 1 OF 2)
	PLAT (SHEET 2 OF 2)
CP1	PAVING PLAN
CG1	GRADING PLAN
CD1	PRE-DEVELOPMENT DRAINAGE AREA MAP
CD2	POST-DEVELOPMENT DRAINAGE AREA MAP
CD3	DETENTION CALCULATIONS
CD4	DRAINAGE PLAN
CWS1	WATER & SANITARY SEWER PLAN
CWS2	SANITARY SEWER PROFILE
CE1	EROSION CONTROL PLAN
CE2	EROSION CONTROL NOTES
CE3	EROSION CONTROL DETAILS
CDT1	SITE DETAILS
CDT2	SITE DETAILS
CTS1	TREE SURVEY

Prepared For

OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801-9193

Engineer

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

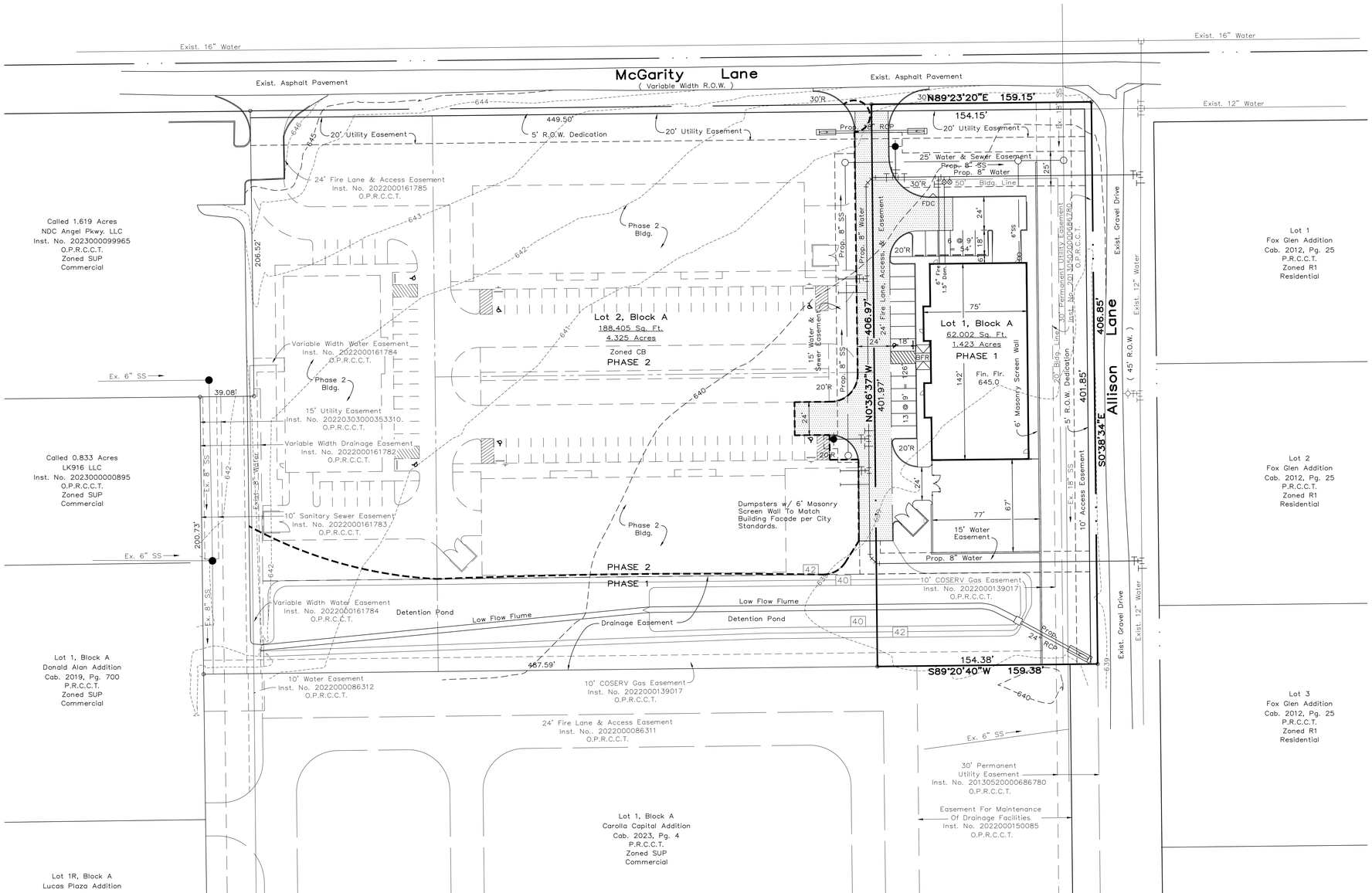
STATE OF TEXAS
SETH KELLY
94857
LICENSED
PROFESSIONAL ENGINEER
2/18/26

NOTES:

According to Flood Insurance Rate Map No. 48085C0405J, dated June 2, 2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X.

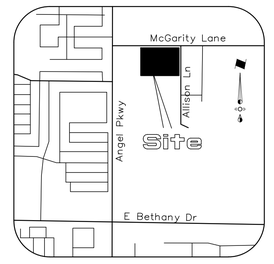
All proposed pavement is concrete.

All parking spaces are 9'x18' with 2' overhang.



0 40 100

GRAPHIC SCALE
1"=40'



VICINITY MAP
NTS

SITE DATA SUMMARY

Existing Zoning	CB
Proposed Use	Retail/Warehouse
Total Lot Area	62,002 S.F. (1.423 Ac.)
Building Area	11,645 S.F.
Building Height	1-Story (26'-5")
Lot Coverage	16.4%
Max. Allowed Impervious Coverage	65%
Proposed Impervious Coverage	47%
Parking Required:	
Warehouse	
10,711 S.F. Warehouse @ 1 Spa/1000 SF	
Warehouse Required	11 Spaces
Retail	
934 S.F. Retail @ 1 Spa/200 SF	
Retail Required	5 Spaces
Total Parking Required	16 Spa.
Parking Provided	19 Spa.
HC Parking Required	1 Spa.
HC Parking Provided	1 Spa.

LEGEND

Proposed Fire Lane (Concrete Pavement)

Limits of Phases

SITE PLAN

OWENS RETAIL ADDITION

LOT 1, BLOCK A

1.423 Net Acres Situated In The WILLIAM SNIDER SURVEY ~ ABST. 821 LUCAS, COLLIN COUNTY, TEXAS

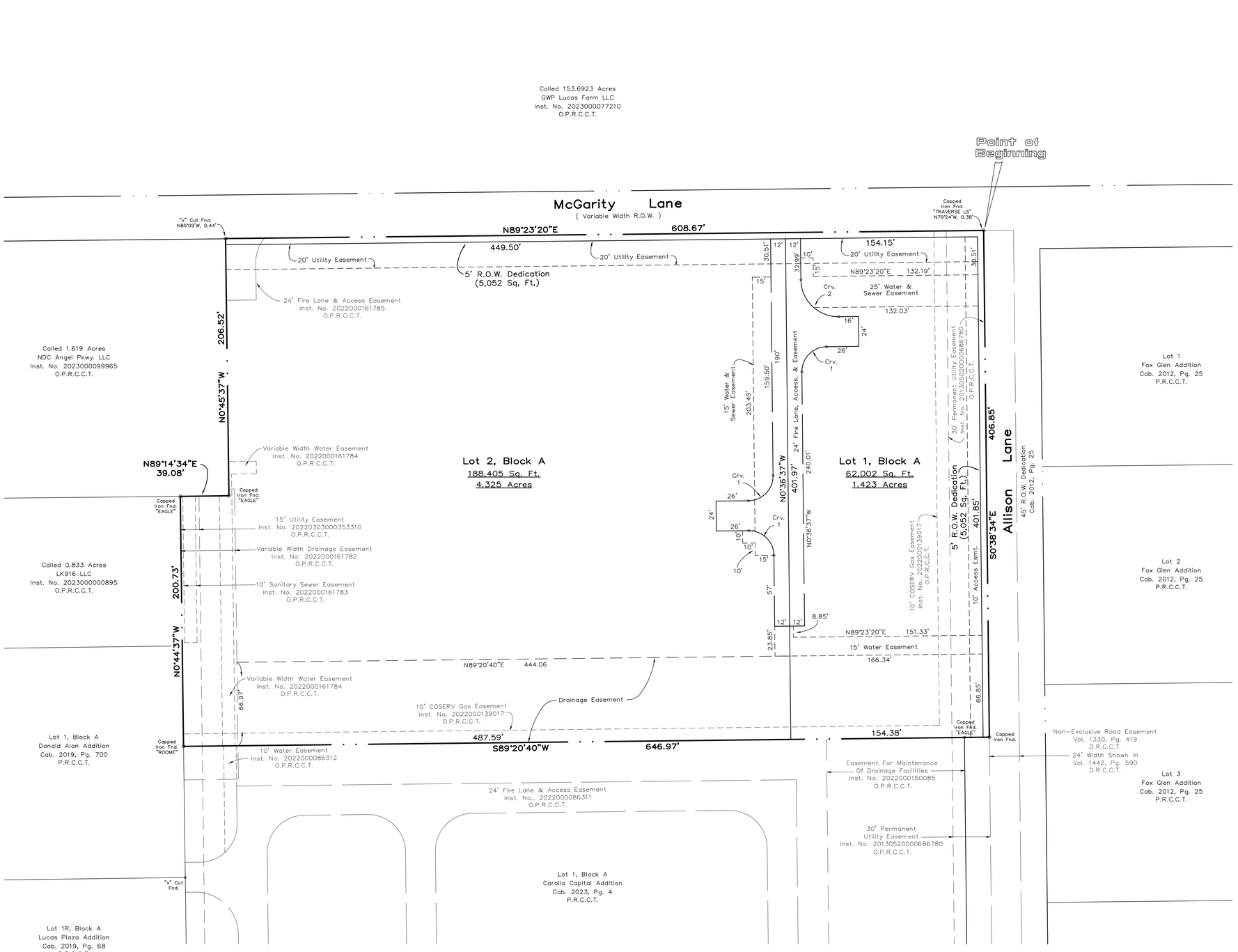
Owner

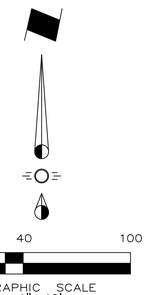
OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801-9193

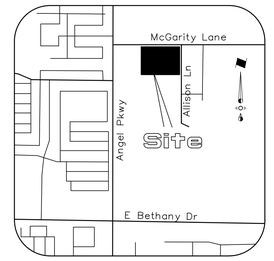
Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Febraury 4, 2026







VICINITY MAP
NTS

Curve Data Chart				
	Inner	Outer	Inner	Outer
1	A=90°00'00" R=20.00' T=20.00' L=31.42'			
2	A=90°00'00" R=30.00' T=30.00' L=47.12'			

NOTE:
According to Flood Insurance Rate Map No. 48085C0405J, dated June 2, 2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X (Area of Minimal Flood Hazard).

Lots or portions of lots within the floodplain or areas of special flood hazard require a development permit prior to issuance of a building permit or commencement of construction including site grading, on all or part of those lots.

Submittal Log:

1st Submittal	1–29–26
2nd Submittal	2–4–26

SHEET 1 OF 2

PRELIMINARY PLAT

FOR INSPECTION PURPOSES ONLY

OWENS RETAIL ADDITION

LOTS 1 & 2, BLOCK A

5.865 Acres Situated In The WILLIAM SNIDER SURVEY ~ ABST. 821

LUCAS, COLLIN COUNTY, TEXAS

ZONING: CB

Owner

OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801–9193

Engineer

RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor

Surdukan Surveying, Inc.
Firm No. 10069500
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200
Job No. 2025–31

Febraury 4, 2026

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, OW Homes, LLC is the owner of a tract of land situated in the William Snider Survey, Abstract No. 821, City of Lucas, Collin County, Texas, and being all of a called 5.86 acre tract of land conveyed to OW Homes, LLC as recorded in Instrument No. 2025000030035 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described in metes and bounds as follows;

BEGINNING at the southwest intersection of McGarity Lane and Allison Lane at an iron rod with plastic cap stamped "Traverse LS" found for the northeast corner of the called 5.86 acre tract;

THENCE S00°38'34"E, with the west Right of Way line of Allison Lane, and the east line of the called 5.86 acre tract, for a distance of 406.85 feet to an iron rod with plastic illegible stamp;

THENCE S89°20'40"W, with the south line of the called 5.86 acre tract and passing at 20.00 feet, an iron rod with plastic cap stamped "EAGLE" found for the northeast corner of Lot 1, Block A, Corolla Capital Addition, an addition to the City of Lucas, Texas as shown on the plat thereof recorded in Cabinet 2023, Page 4 of the Plat Records of Collin County, Texas, and continuing with the north line of said Lot 1 and the south line of the called 5.86 acre tract, for a total distance of 646.97 feet to an iron rod with plastic cap stamped "Roome" found for the south–west corner of the called 5.86 acre tract, said iron rod being the north–west corner of said Lot 1, and being in the east line of Lot 1, Block A, Donald Alan Addition, an addition to the City of Lucas, Texas, as shown on the plat recorded in Cabinet 2019, Page 700, Plat Records of Collin County, Texas;

THENCE N00°44'37"W, with the south line of the called 5.86 acre tract, a distance of 200.73 feet to an iron rod with plastic cap stamped "EAGLE" found for the northeast corner of a called 0.883 acre tract conveyed to LK916, LLC as recorded in Instrument No. 2023000000895 of the O.P.R.C.C.T., and said iron rod found being in the south line of a called 1.619 acre tract conveyed to NDC Angel PKWY, LLC as recorded in Instrument No. 2023000099965 of the O.P.R.C.C.T.;

THENCE N89°14'34"E, with the south line of the called 1.619 acre tract for a distance of 39.08 feet to an iron rod with plastic cap stamped "EAGLE" found for the southeast corner of the called 1.619 acre tract;

THENCE N00°45'37"W, with the east line of the called 1.619 acre tract, and with the west line of the called 5.86 acre tract, for a distance of 206.52 feet to an "x" cut found in the south ROW line of McGarity Lane for the northwest corner of the called 5.86 acre tract, said "x" cut being the northeast corner of the called 1.619 acre tract;

THENCE N89°23'20"E, with the south ROW line of McGarity Lane, for a distance of 608.67 feet to the POINT OF BEGINNING, and CONTAINING 255,459 square feet, or 5.865 acres of land.

BASIS OF BEARINGS:

Bearings are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.

NOTES:

The purpose of this plat is to create official lots of record from a tract of land and to dedicate right of way and easements.

Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and/or withholding of utilities and building permits.

According to Flood Insurance Rate Map No. 48085C0405J, dated June 2, 2009, prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, OW Homes, LLC, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as Owens Retail Addition, Lots 1 & 2, Block A, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right–of–way easements shown thereon and do hereby reserve the easements shown on this plat for the mutual use and accommodation of garbage collection agencies, public utilities desiring to use of using same and fire and access easements. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any tine of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Lucas, Texas. Witness our hands at, Texas, this _____ day of _____, 2026.

_____
Signature

_____
Title

_____
Company

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2026.

_____
Notary Public in and for
the State of Texas

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

_____ _____
Tommy Tolson Date
Planning & Zoning Chairman

ATTEST:

_____ _____
Signature Date

_____
Name & Title

The Public Works Director/City Engineer of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge of belief, this subdivison plat conforms to all requirements of the Code of Ordinances and withi engineering construction standards and processes adopted by the City of Lucas, Texas as to which his/her approval is required.

_____ _____
Jeremy Bogle Date
Director of Public Works

The Development Services Director of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

_____ _____
Joseph Hilbourn Date
Director of Planning &
Community Development

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. Surdukan, Registered Public Land Surveyor, do hereby certify that that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

_____
David J. Surdukan
Registration No. 4613

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David J. Surdukan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the _____ day of _____, 2026.

_____
Notary Public in and for
the State of Texas

PRELIMINARY PLAT

FOR INSPECTION PURPOSES ONLY

OWENS RETAIL ADDITION

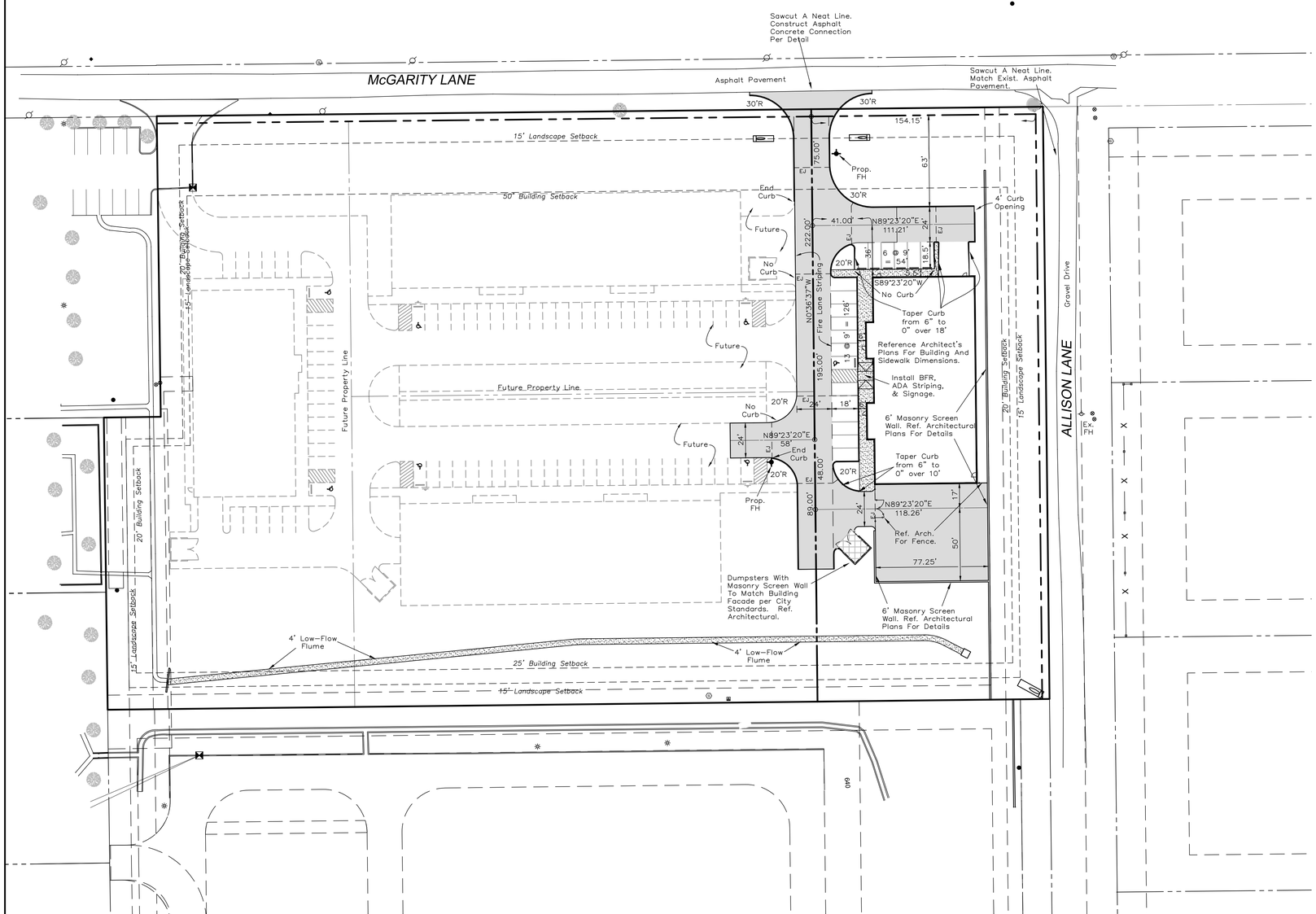
LOTS 1 & 2, BLOCK A
5.865 Acres Situated In The
WILLIAM SNIDER SURVEY ~ ABST. 821
LUCAS, COLLIN COUNTY, TEXAS
ZONING: CB

Owner
OW Homes, LLC
1285 Farmstead Court
Lucas, Texas 75002
Telephone 214 801–9193

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor
Surdukan Surveying, Inc.
Firm No. 10069500
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200
Job No. 2025–31

Febraury 4, 2026



!!! CAUTION !!!
Existing Utility Lines In Area
Contractor To Verify Existing Utility Locations
Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction

!!! CAUTION !!!
Existing Private Utility Lines On Site
Contractor To Verify Existing Utility Locations
Field Verify Both Location & Depth
Visibly Mark All Existing Utilities
Prior To Any Construction
These Markings Are To Be Maintained
And Remain During The Entire
Construction Process

CAUTION EXISTING UTILITIES !!!!

All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

0 40 80 120
GRAPHIC SCALE
1"=40'

PAVING NOTES

1. All materials and construction shall conform to the City Standards and Specifications and City Standard Details.
2. It shall be the responsibility of the Contractor to protect all public utilities in the construction of this project. All manholes, cleanouts, valve boxes, fire hydrants, etc. must be adjusted to proper line and grade by the Contractor prior to and after the placing of permanent paving. Utilities must be maintained to proper line and grade during construction of this project.
3. The Contractor shall be responsible for coordinating with all the appropriate utility companies for the location of all utilities within the construction area.
4. The Paving Contractor shall not place permanent pavement until all sleeving for irrigation, electric, gas, telephone, cable TV, site lighting, etc. has been installed. It shall be the Paving Contractor's responsibility to insure that all sleeving is in place prior to placing permanent paving.
5. All paving and earthwork operations shall conform to the recommendations in the Geotechnical Exploration Report.
6. All dimensions are to face of curb unless otherwise noted.
7. Refer to Architectural Plans for exact building and related sidewalk dimensions.
8. All curb return radii are 3' unless otherwise noted.
9. Parking spaces are 9'x20" (9'x18' with 2' overhang) unless noted otherwise.
10. All dimensions are perpendicular to the drive centerlines and/or property lines.
11. Construct barrier free ramps at all driveway and street intersections, per City standards.

LEGEND

- 5" 4000 psi, Reinforced Concrete Pavement w/No. #3 Bars 18" OCEW Over Compacted Subgrade. (Parking)
- 7" 4000 psi, Reinforced Concrete Pavement w/No. #3 Bars 18" OCEW Over Compacted Subgrade. (Fire Lanes/Drives)
- 8" 4000 psi, Reinforced Concrete Pavement w/No. #3 Bars 18" OCEW Over Compacted Subgrade. (Dumpster Area)
- 4" 3000 psi, Reinforced Sidewalk Pavement w/No #3 Bars 18" OCEW Over Compacted Subgrade (On-Site Flatwork).
- EJ — Proposed Expansion Joint

!!! CAUTION !!!
Existing Landscape To Be Protected At All Times. Coordinate Any Valves Or Controller Relocations With Existing Landscape And Maintenance Personnel.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

STATE OF TEXAS · SETH KELLY · 98561 · LICENSED PROFESSIONAL ENGINEER · 2/18/26

PAVING PLAN
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 PAV.dwg	1" = 40'	CP1
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:33pm User: sethk

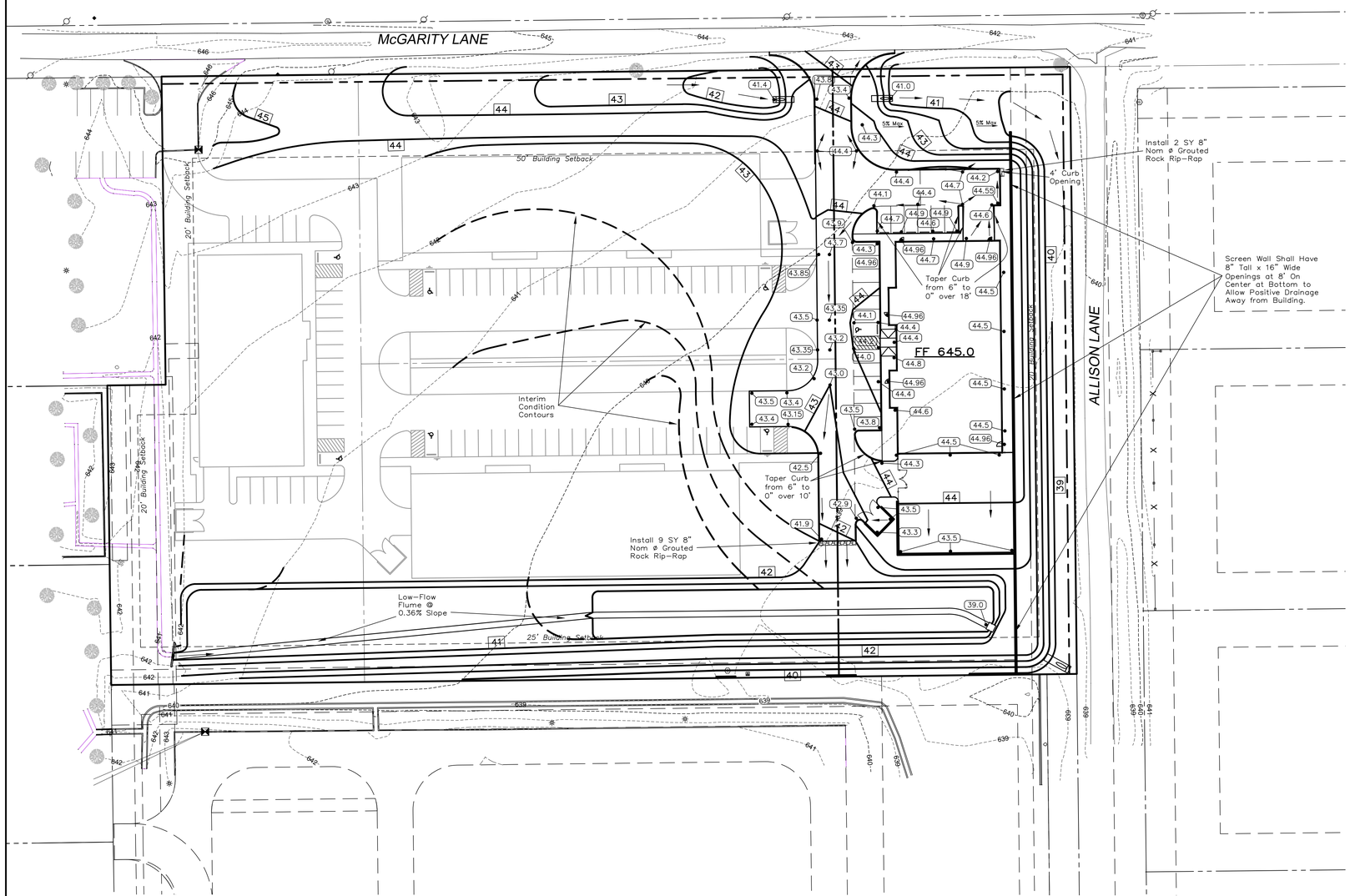
CAUTION EXISTING UTILITIES !!!!

All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

!!! CAUTION !!!
Existing Private Utility Lines On Site
Contractor To Verify Existing Utility Locations
Field Verify Both Location & Depth
Visibly Mark All Existing Utilities
Prior To Any Construction
These Markings Are To Be Maintained
And Remain During The Entire
Construction Process

!!! CAUTION !!!
Existing Landscape To
Be Protected At All
Times. Coordinate Any
Valves Or Controller
Relocations With Existing
Landscape And Maintenance
Personnel.

!!! CAUTION !!!
Existing Utility Lines In Area
Contractor To Verify Existing Utility Locations
Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction



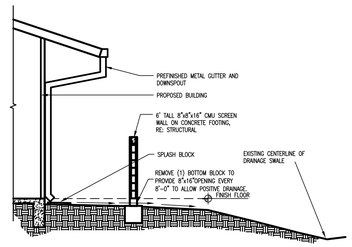
GRADING LEGEND

- 98.2 — Proposed Spot Elevation
- 98 — Proposed Contour
- G 82.04 — Street Gutter Grade
- 498 — Existing Contour
- Flow Arrow

0 40 80 120
GRAPHIC SCALE
1"=40'

Max Slope 2.0% in any Direction in HC Parking Areas (Typ).

2.0% Max Cross-Slope Across Crosswalk Between Ramps per ADA Standards.



SCREEN WALL SECTION
NTS

GRADING NOTES

1. All materials and construction shall conform to the Standard Specifications for Public Works Construction, North Central Texas Council of Governments and to City of Lucas standards.
2. Prior to starting construction, the Contractor shall make certain that all required permits and approvals have been obtained. No construction or fabrication shall begin until the Contractor has received and thoroughly reviewed all plans and other documents approved by all of the permitting authorities.
3. In the event an item is not covered in the City's specs., the City Engineer's decision shall apply.
4. Contractor shall meet O.S.H.A requirements for trench safety.
5. Barricading, traffic control, and project signs shall conform To Texas Department of Transportation.
6. The Contractor shall verify the suitability of all existing and proposed site conditions, including grades and dimensions before commencement of any construction. In the event of any conflict, and prior to commencement of any construction, immediately notify Engineer. Minor adjustments of finish grade to accomplish spot drainage are acceptable if necessary, upon prior approval of Engineer. All paving installed shall "flush out" at any juncture with jexisting paving.
7. The locations of underground utilities shown on this plan are based on field surveys and local utility company records. It shall be the Contractor's full responsibility to contact the various utility companies to locate their utilities prior to starting construction. Any damage to existing utilities is to be repaired at Contractor's expense.
8. Proposed spot elevations are top of pavement elevations.
9. Prior to placing fill, the subgrade shall be scarified and recompacted per the Geotechnical Report for this project. Fill material shall be placed in six to nine inch lifts and compacted in a similar manner.
10. All subgrade preparation shall be as directed in accordance with the Geotechnical Report.
11. All proposed grades in landscaped areas are finished grade elevations. Contractor to allow for seeding or sodding of these areas.
12. Any damage to adjoining property during construction shall be repaired to pre construction conditions or better at the expense of the Contractor.
13. Erosion control shall be in place prior to the disturbance of any existing surface.
14. All sidewalk slopes, including cross walks, shall not exceed the following ADA requirements:
    1:20 longitudinal (along the walk)
    1:50 transverse (across the walk and where users make make turns)
15. Slopes in all handicap parking, adjacent walk isles and areas where users need to make turns shall not exceed 2.0% in any direction.
16. If additional earthwork material is required to achieve the grades indicated, it shall be imported by the Contractor at no additional cost to the owner. It shall be the Contractor's responsibility to remove excess earthwork material from the site at no additional cost to the owner.
17. Earthen slopes shall not exceed 3:1 (horizontal to vertical).
18. All disturbed areas shall be solid sodded. Vegetation shall be established prior to final acceptance.
19 Maintain positive drainage at all times both during and after construction is complete. If positive drainage can't be maintained at any time, please notify engineer immediately.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.			

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

STATE OF TEXAS · SETH KELLY · 98856 · LICENSED PROFESSIONAL ENGINEER · 2/18/26

GRADING PLAN

OWENS RETAIL ADDITION

McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 GRAD.dwg	1" = 40'	CG1
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK- 25054	

Feb 18, 2026 - 1:33pm User: sethk

CAUTION EXISTING UTILITIES !!!!

All existing utilities and underground facilities that are indicated and shown on these plans are approximate, and are based on as-built plans and/or from reference information. Actual utility locations may differ from the as-built plans based on field observations. All utilities shall be field verified and located prior to any excavation or boring. It shall be the responsibility of the Contractor to verify both horizontally and vertically the location of such existing utilities prior to any construction.

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Existing Utility Lines In Area
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Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction

!!! CAUTION !!!
Existing Landscape To Be Protected At All Times. Coordinate Any Valves Or Controller Relocations With Existing Landscape And Maintenance Personnel.

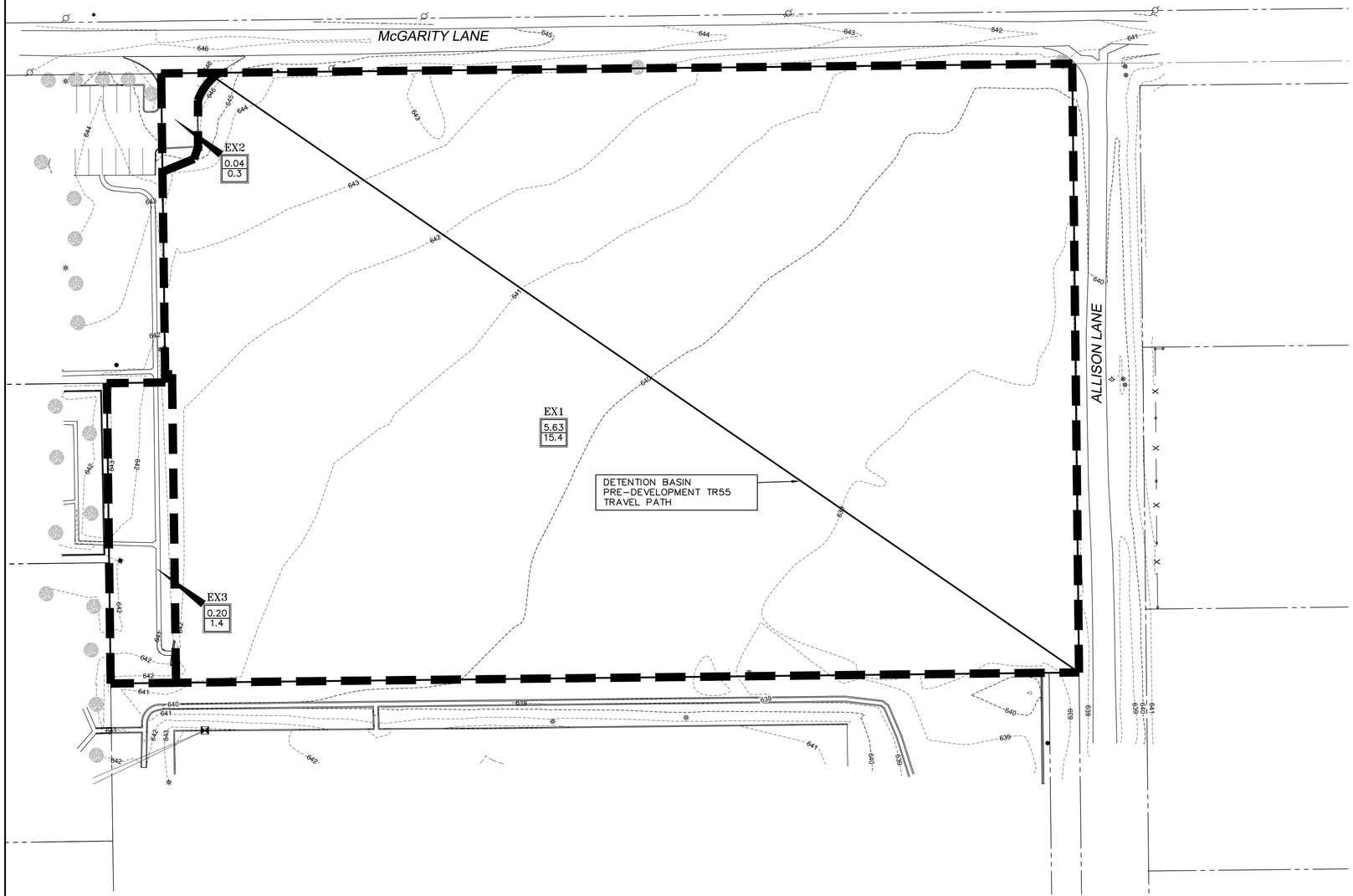
Existing Drainage
Q = C I A
C = 0.35
I_{100} = 7.82
tc = 15 min.

X ← Existing Drainage Area No.
X.XX ← Acres
X.X ← Q_{100} n cfs

LEGEND

46 — Proposed Contour
746 — Existing Contour
Existing Drainage Divide

0 40 80 120
GRAPHIC SCALE
1"=40'



SITE DRAINAGE AREA CALCULATIONS

25054 Lucas Office Warehouse

Drainage Area No.	Drainage Area	C	tc	I2	Q2	I10	Q10	I25	Q25	I100	Q100
	(Acres)		(min)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)
EX1	5.63	0.35	15	3.68	7.3	5.43	10.7	6.40	12.6	7.82	15.4
EX2	0.04	0.90	10	4.43	0.2	6.57	0.2	7.76	0.3	9.51	0.3
EX3	0.20	0.90	15	3.68	0.7	5.43	1.0	6.40	1.2	7.82	1.4

Note: Intensities Derived From NCTCOG ISWM County Rainfall Data Tables for Collin County (Rev. 2020)

EXISITNG BASIN TIME OF CONCENTRATION CALCULATIONS

U.S. Department of Agriculture
Natural Resources Conservation Service

FL-ENG-21B
06/04

TR 55 Worksheet 3: Time of Concentration (T_c) or Travel Time (T_t)

Project: Lucas Office Warehouse — Designed By: JEE — Date: 8/1/25
Location: Undeveloped Tc — Checked By: — Date:
Check one: ✔ Present Developed
Check one: ✔ T_c T_t through subarea

NOTES: Space for as many as two segments per flow type can be used for each worksheet. Include a map, schematic, or description of flow segments.

Sheet Flow (Applicable to T_c only)	Segment ID	EX-1		
1. Surface description (Table 3-1)		Cultivated Field		
2. Manning's roughness coeff., n (Table 3-1)		0.17		
3. Flow length, L (total L ≤ 100 ft)	ft	85		
4. Two-year 24-hour rainfall, P_2	in	3.6		
5. Land slope, s	ft/ft	0.030		
6. $T_t = \frac{0.007 (nL)^{0.8}}{P_2^{0.5} s^{0.4}}$	Compute T_t hr	0.13	+	= 0.13

Shallow Concetrated Flow	Segment ID	EX-1		
7. Surface description (paved or unpaved)		Unpaved		
8. Flow length, L	ft	615		
9. Watercourse slope, s	ft/ft	0.007		
10. Average velocity, V (Figure 3-1)	ft/s	1.4		
11. $T_t = \frac{L}{3600\ V}$	Compute T_t hr	0.12	+	= 0.12

Channel Flow	Segment ID			
12. Cross sectional flow area, a	ft^2			
13. Wetted perimeter, P_w	ft			
14. Hydraulic radius, $r = \frac{a}{P_w}$ Compute r	ft			
15. Channel Slope, s	ft/ft			
16. Manning's Roughness Coeff., n				
17. $V = \frac{1.49\ r^{2/3}\ s^{1/2}}{n}$ Compute V	ft/s	5.8		
18. Flow length, L	ft			
19. $T_t = \frac{L}{3600\ V}$ Compute T_t	hr		+	=
20. Watershed or subarea T_c or T_t (add T_t in steps 6, 11, and 19	hr	0.25		

Print Form Reset Form Save Form

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
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STATE OF TEXAS
SETH KELLY
94856
LICENSED PROFESSIONAL ENGINEER
7/15/26

PRE-DEVELOPMENT DRAINAGE AREA MAP
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	*RLK*	*25054 DAMAP PRE.dwg*	*1" = 40'*	CD1
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	*RLK*	*1-15-26*	*RLK: 25054*	

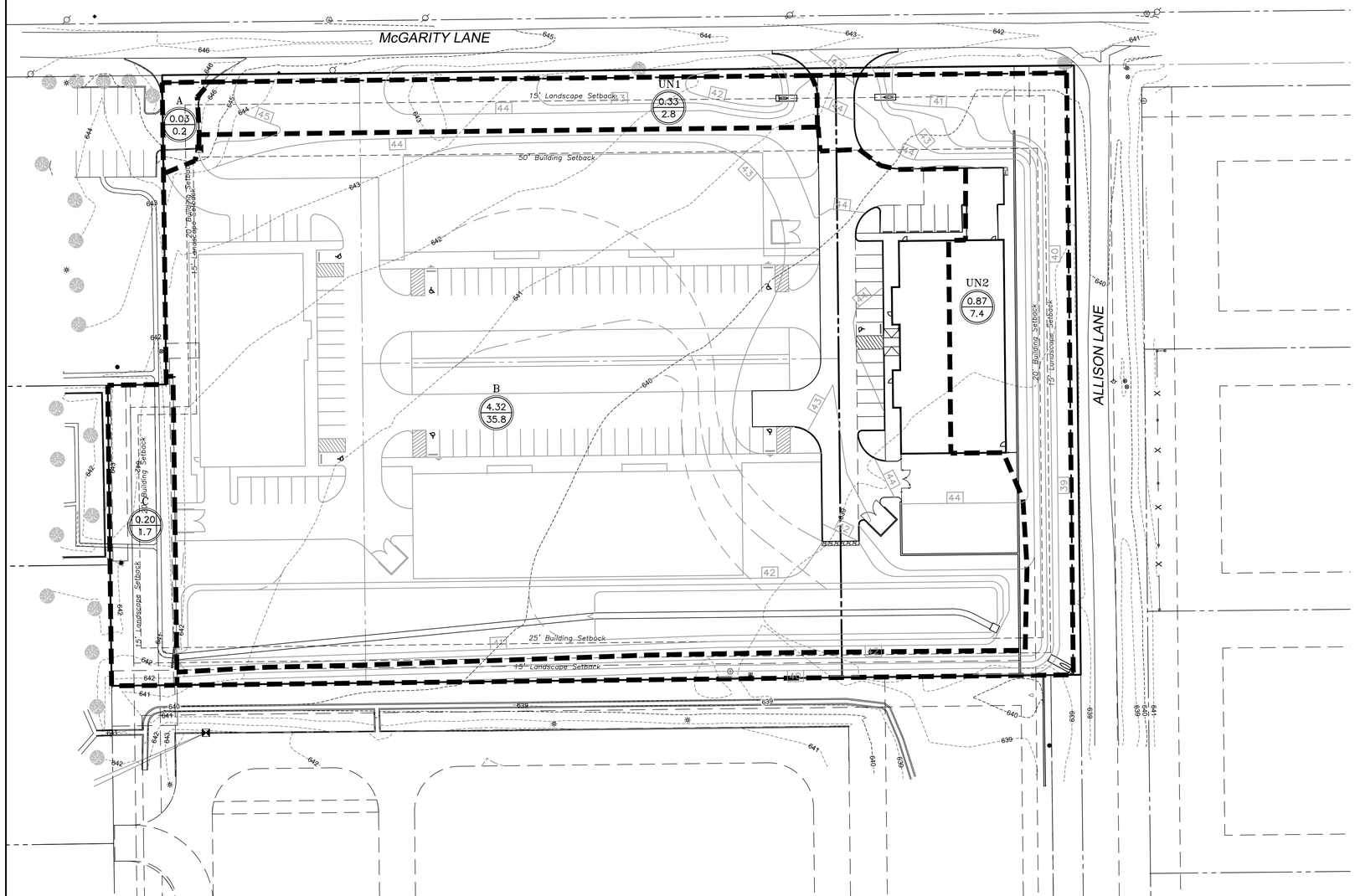
Feb 18, 2026 - 1:34pm User: sethk

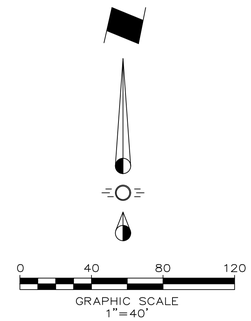
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LEGEND

- 46 — Proposed Contour
- 746 — Existing Contour
- Proposed Drainage Divide

DRAINAGE LEGEND

Q = C I A
C = Varies
I_{100} = 7.67
tc = 15 min.

XX — Drainage Area No.
X.XX — Area In Acres
X.X — Q_{100} n cfs

SITE DRAINAGE AREA CALCULATIONS

25054 Lucas Office Warehouse

Drainage Area No.	Drainage Area	C	tc	I2	Q2	I10	Q10	I25	Q25	I100	Q100
	(Acres)		(min)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)
A	0.03	0.90	10	4.43	0.1	6.57	0.2	7.76	0.2	9.51	0.3
B	4.32	0.90	10	4.43	17.2	6.57	25.5	7.76	30.2	9.51	37.0
C	0.20	0.90	10	4.43	0.8	6.57	1.2	7.76	1.4	9.51	1.7
UN1	0.33	0.90	10	4.43	1.3	6.57	2.0	7.76	2.3	9.51	2.8
UN2	0.87	0.90	10	4.43	3.5	6.57	5.1	7.76	6.1	9.51	7.4

Note: Intensities Derived From NCTCOG ISWM County Rainfall Data Tables for Collin County (Rev. 2020)

MISC. INFORMATION

NOTE:

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REVISION	DATE	DESCRIPTION

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

SETH KELLY 96856 LICENSED PROFESSIONAL ENGINEER 2/18/26

POST-DEVELOPMENT DRAINAGE AREA MAP

OWENS RETAIL ADDITION

McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 DAMAP POST.dwg	1" = 40'	CD2
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:34pm User: sethk

DETENTION POND CALCULATION SUMMARY – 100 YEAR

EXISTING CONDITIONS

A = EX1,EX3
= 5.83 acres
C = 0.3689
(5.63 Ac @ 0.35, 0.20 Ac @ 0.90)
Tc = 15 min
I_{100} = 7.82 in/hr
Q_{100} = 16.8 cfs

UNDETAINED RELEASE

A = UN = 1.20 Ac
C = 0.90
Tc = 10 min
I_{100} = 9.51 in/hr
Q_{100} = 10.3 cfs

ALLOWABLE RELEASE FROM POND

EXISTING CONDITIONS
– UNDETAINED RELEASE
= 16.8 – 10.3 = 6.5 cfs

FLOW THRU RELEASE FROM UPSTREAM POND

Q_{100} = 8.9 cfs

TOTAL RELEASE FROM POND

ALLOWABLE RELEASE FROM POND
+ RELEASE FROM UPSTREAM POND
= 6.5 + 8.9 = 15.4 cfs

TOTAL DETENTION VOLUME REQUIRED

V = 43,481 CF
100 YR WSEL = 640.97

WATER SURFACE CALCULATION

Using Flowmaster The Crest
Length Can Be Determined.
Q = 3.367bH^(3/2)
Weir HW = 640.97 (100YR WSEL)
Weir TW = 640.48 (Water Surface in Pipe)
Crest Elev. = 639.00
Q = 15.4 cfs
Crest Length = b
Solve for b
b = 2.48'
Crest Length = 2.48'

TOTAL DETENTION VOLUME PROVIDED

V = 43,481 CF @ 640.97
43,481 CF = 43,481 CF
Vol Provided = Vol Required

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: Lucas Office Warehouse
January 7, 2026

100 Year Storm

Runoff Coefficient C =	0.9		
Drainage Area - A =	4.52	acres	Area B,C
Time of Concentration - tc =	10	minutes	
Maximum Outflow Rate - Q =	6.5	cfs	Area EX1,EX3 - Area UN

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	11.85	0.99	48.2	14,462	15	2,925	11,537
10	9.51	1.59	38.7	23,212	20	3,900	19,312
15	7.82	1.96	31.8	28,645	25	4,875	23,770
30	5.39	2.70	21.9	39,468	40	7,800	31,668
60	3.57	3.57	14.5	52,282	70	13,650	38,632
120	2.35	4.70	9.6	68,831	130	25,350	43,481
180	1.82	5.46	7.4	79,961	190	37,050	42,911
360	1.13	6.78	4.6	99,292	370	72,150	27,142
720	0.68	8.16	2.8	119,502	730	142,350	(22,848)
1440	0.40	9.49	1.6	138,938	1,450	282,750	(143,812)
				Required Storage Volume		43,481	cubic feet
						1.00	acre-feet

DETENTION POND CALCULATION SUMMARY – 25 YEAR

EXISTING CONDITIONS

A = EX1,EX3
= 5.83 acres
C = 0.3689
(5.63 Ac @ 0.35, 0.20 Ac @ 0.90)
Tc = 15 min
I_{25} = 6.40 in/hr
Q_{25} = 13.8 cfs

UNDETAINED RELEASE

A = UN = 1.20 Ac
C = 0.90
Tc = 10 min
I_{25} = 7.76 in/hr
Q_{25} = 8.4 cfs

ALLOWABLE RELEASE FROM POND

EXISTING CONDITIONS
– UNDETAINED RELEASE
= 13.8 – 8.4 = 5.4 cfs

FLOW THRU RELEASE FROM UPSTREAM POND

Q_{25} = 7.3 cfs

TOTAL RELEASE FROM POND

ALLOWABLE RELEASE FROM POND
+ RELEASE FROM UPSTREAM POND
= 5.4 + 7.3 = 12.7 cfs

TOTAL DETENTION VOLUME REQUIRED

V = 33,843 CF
25 YR WSEL = 640.58

WATER SURFACE CALCULATION

Using Flowmaster & The Crest
Length Determined For 100 Yr Storm.
Q = 3.367bH^(3/2)
Weir TW = 640.27 (Water Surface in Pipe)
Crest Elev. = 639.00
Q = 12.7 cfs
Crest Length = 2.48'
Solve for H
H = 1.72'
639.00 + 1.72 = 640.72
Weir HW = 640.72

TOTAL DETENTION VOLUME PROVIDED

V = 37,300 CF @ 640.72'
37,300 CF > 33,843 CF
Vol Provided > Vol Required

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: Lucas Office Warehouse
January 7, 2026

25 Year Storm

Runoff Coefficient C =	0.9		
Drainage Area - A =	4.52	acres	Area B,C
Time of Concentration - tc =	10	minutes	
Maximum Outflow Rate - Q =	5.4	cfs	Area EX1,EX3 - Area UN

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	9.68	0.81	39.4	11,813	15	2,430	9,383
10	7.76	1.29	31.6	18,941	20	3,240	15,701
15	6.40	1.60	26.0	23,432	25	4,050	19,382
30	4.42	2.21	18.0	32,365	40	6,480	25,885
60	2.92	2.92	11.9	42,690	70	11,340	31,350
120	1.87	3.75	7.6	54,903	130	21,060	33,843
180	1.43	4.29	5.8	62,826	190	30,780	32,046
360	0.88	5.28	3.6	77,325	370	59,940	17,385
720	0.52	6.24	2.1	91,384	730	118,260	(26,876)
1440	0.31	7.44	1.3	108,957	1,450	234,900	(125,943)
				Required Storage Volume		33,843	cubic feet
						0.78	acre-feet

DETENTION POND CALCULATION SUMMARY – 10 YEAR

EXISTING CONDITIONS

A = EX1,EX3
= 5.83 acres
C = 0.3689
(5.63 Ac @ 0.35, 0.20 Ac @ 0.90)
Tc = 15 min
I_{10} = 5.43 in/hr
Q_{10} = 11.7 cfs

UNDETAINED RELEASE

A = UN = 1.20 Ac
C = 0.90
Tc = 10 min
I_{10} = 6.57 in/hr
Q_{10} = 7.1 cfs

ALLOWABLE RELEASE FROM POND

EXISTING CONDITIONS
– UNDETAINED RELEASE
= 11.7 – 7.1 = 4.6 cfs

FLOW THRU RELEASE FROM UPSTREAM POND

Q_{10} = 6.2 cfs

TOTAL RELEASE FROM POND

ALLOWABLE RELEASE FROM POND
+ RELEASE FROM UPSTREAM POND
= 4.6 + 6.2 = 10.8 cfs

TOTAL DETENTION VOLUME REQUIRED

V = 27,898 CF
10 YR WSEL = 640.35

WATER SURFACE CALCULATION

Using Flowmaster & The Crest
Length Determined For 100 Yr Storm.
Q = 3.367bH^(3/2)
Weir TW = 640.13 (Water Surface in Pipe)
Crest Elev. = 639.00
Q = 10.8 cfs
Crest Length = 2.48'
Solve for H
H = 1.53'
639.00 + 1.53 = 640.53
Weir HW = 640.53

TOTAL DETENTION VOLUME PROVIDED

V = 32,535 CF @ 640.53'
32,535 CF > 27,898 CF
Vol Provided > Vol Required

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: Lucas Office Warehouse
January 7, 2026

10 Year Storm

Runoff Coefficient C =	0.9		
Drainage Area - A =	4.52	acres	Area B,C
Time of Concentration - tc =	10	minutes	
Maximum Outflow Rate - Q =	4.6	cfs	Area EX1,EX3 - Area UN

Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	8.20	0.68	33.4	10,007	15	2,070	7,937
10	6.57	1.10	26.7	16,036	20	2,760	13,276
15	5.43	1.36	22.1	19,880	25	3,450	16,430
30	3.76	1.88	15.3	27,532	40	5,520	22,012
60	2.47	2.47	10.0	36,173	70	9,660	26,513
120	1.57	3.13	6.4	45,838	130	17,940	27,898
180	1.18	3.55	4.8	51,988	190	26,220	25,768
360	0.72	4.31	2.9	63,134	370	51,060	12,074
720	0.43	5.14	1.7	75,251	730	100,740	(25,489)
1440	0.25	6.03	1.0	88,326	1,450	200,100	(111,774)
				Required Storage Volume		27,898	cubic feet
						0.64	acre-feet

DETENTION POND CALCULATION SUMMARY – 2 YEAR

EXISTING CONDITIONS

A = EX1,EX3
= 5.83 acres
C = 0.3689
(5.63 Ac @ 0.35, 0.20 Ac @ 0.90)
Tc = 15 min
I_{2} = 3.68 in/hr
Q_{2} = 8.0 cfs

UNDETAINED RELEASE

A = UN = 1.20 Ac
C = 0.90
Tc = 10 min
I_{2} = 4.43 in/hr
Q_{2} = 4.8 cfs

ALLOWABLE RELEASE FROM POND

EXISTING CONDITIONS
– UNDETAINED RELEASE
= 8.0 – 4.8 = 3.2 cfs

FLOW THRU RELEASE FROM UPSTREAM POND

Q_{100} = 4.4 cfs

TOTAL RELEASE FROM POND

ALLOWABLE RELEASE FROM POND
+ RELEASE FROM UPSTREAM POND
= 3.2 + 4.4 = 7.6 cfs

TOTAL DETENTION VOLUME REQUIRED

V = 17,737 CF
2 YR WSEL = 639.90

WATER SURFACE CALCULATION

Using Flowmaster & The Crest
Length Determined For 100 Yr Storm.
Q = 3.367bH^(3/2)
Weir TW = 639.90 (Water Surface in Pipe)
Crest Elev. = 639.00
Q = 7.6 cfs
Crest Length = 1.33'
Solve for H
H = 1.22'
639.00 + 1.22 = 640.22
Weir HW = 640.22

TOTAL DETENTION VOLUME PROVIDED

V = 24,760 CF @ 640.22'
24,760 CF > 17,737 CF
Vol Provided > Vol Required

MODIFIED RATIONAL METHOD DETENTION BASIN DESIGN

PROJECT: Lucas Office Warehouse
January 7, 2026

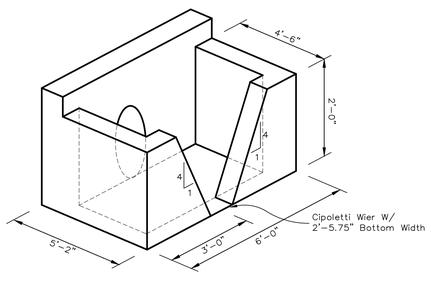
2 Year Storm

Runoff Coefficient C =	0.9		
Drainage Area - A =	4.52	acres	Area B,C
Time of Concentration - tc =	10	minutes	
Maximum Outflow Rate - Q =	3.2	cfs	Area EX1,EX3 - Area UN

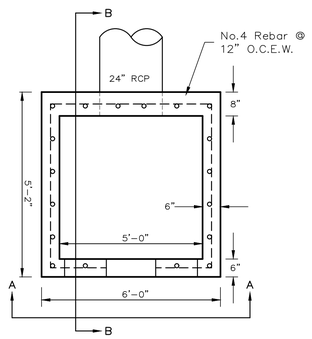
Duration (minutes)	Intensity (inches/hr)	Depth (inches)	Inflow Discharge Q=CiA	Inflow Volume Cu. Ft.	Outflow Duration (minutes)	Outflow Volume Cu. Ft.	Storage Volume Cu. Ft.
5	5.55	0.46	22.6	6,773	15	1,440	5,333
10	4.43	0.74	18.0	10,820	20	1,920	8,900
15	3.68	0.92	15.0	13,488	25	2,400	11,088
30	2.56	1.28	10.4	18,775	40	3,840	14,935
60	1.67	1.67	6.8	24,457	70	6,720	17,737
120	1.03	2.06	4.2	30,110	130	12,480	17,630
180	0.76	2.29	3.1	33,491	190	18,240	15,251
360	0.45	2.72	1.8	39,822	370	35,520	4,302
720	0.27	3.22	1.1	47,221	730	70,080	(22,859)
1440	0.16	3.79	0.6	55,498	1,450	139,200	(83,702)
				Required Storage Volume		17,737	cubic feet
						0.41	acre-feet

Pond Volume Chart

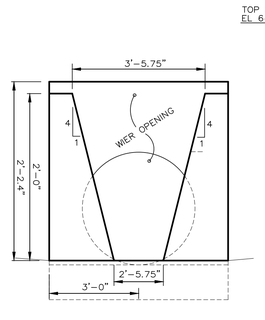
Pond Elevation	Accumulated Volume (cubic feet)	
639.0	0	
640	1,958	
640.22	24,760	2yr WSEL
640.53	32,535	10yr WSEL
640.72	37,300	25yr WSEL
640.97	43,481	100yr WSEL
641	44,323	
642	58,302	



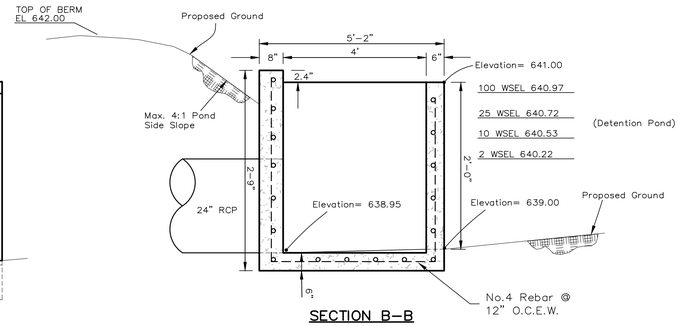
ISOMETRIC METRIC VIEW



PLAN VIEW



SECTION A–A



SECTION B–B

Note: Concrete Drainage Structures Shall Have A Compressive Strength Of 4200psi. Refer To Manufacturer For Steel Reinforcement. Also All Storm Structures Must Be Cladded.

DETENTION POND OUTFALL STRUCTURE
N.T.S.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
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Texas Registration No. 579

STATE OF TEXAS · SETH KELLY · 98564 · LICENSED PROFESSIONAL ENGINEER · 2/18/26

DETENTION CALCULATIONS
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 DETENTION CALCS.dwg	1" = 40'	CD3
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK- 25054	

Feb 18, 2026 - 1:34pm User: sethk

CAUTION EXISTING UTILITIES !!!!

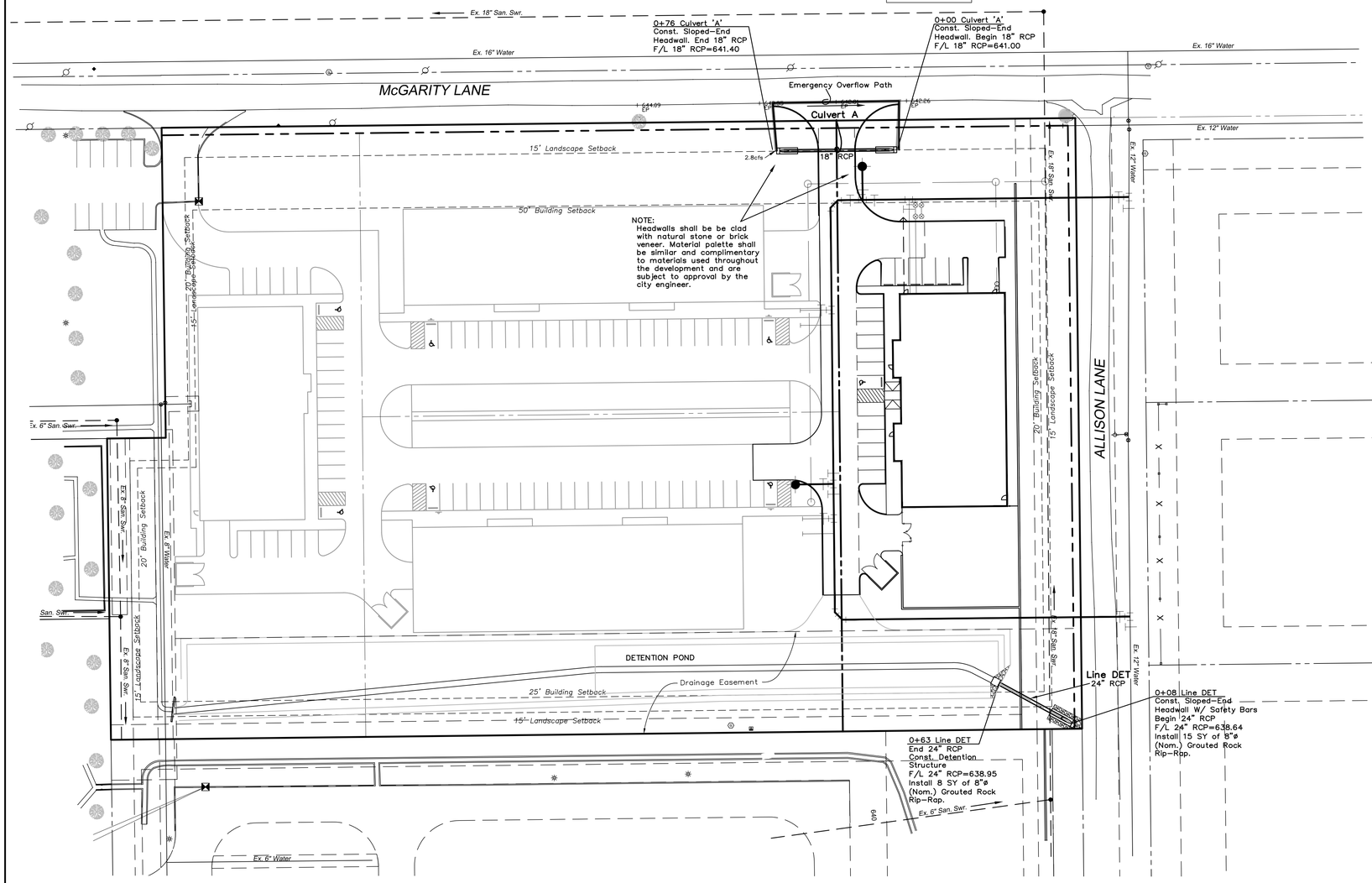
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Existing Private Utility Lines On Site
Contractor To Verify Existing Utility Locations
Field Verify Both Location & Depth
Visibly Mark All Existing Utilities
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These Markings Are To Be Maintained
And Remain During The Entire
Construction Process

!!! CAUTION !!!
Existing Landscape To
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Times. Coordinate Any
Valves Or Controller
Relocations With Existing
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Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction

0 40 80 120
GRAPHIC SCALE
1"=40'



STORM SEWER NOTES:

1. All materials and construction shall conform to the City Standards and Specifications, except as noted herein and approved by the City.
2. All storm sewer pipe 18" and larger shall be Class III RCP. All storm sewer pipe 15" and smaller shall be HDPE drainage pipe or approved equal, except where noted otherwise.
3. Contractor shall be responsible for maintaining trench safety requirements in accordance with City Standards, Texas State Law, and O.S.H.A. Standards for all excavation in excess of five feet in depth.
4. Concrete for inlets and drainage structures shall be 4200 psi at 28 days.
5. Construction shall begin at downstream end of project and continue upstream with pipe grooves facing upstream.
6. Contractor shall protect all public utilities in the construction of this project.
7. The location of all utilities indicated on these plans are taken from existing public records. The exact location and elevation of all public utilities must be determined by the Contractor. It shall be the duty of the Contractor to ascertain whether any additional facilities other than those shown on the plans may be present.
8. If rock is encountered in the trench, rock spoil shall not be used in the upper 1.5 feet of the trench. The upper 1.5 feet of the trench is to be backfilled only with quality topsoil.
8. All trench backfill for storm sewer shall be compacted as required by City.
10. Use 4' joints with beveled ends if radius of storm sewer is less than 100 feet.
11. All HDPE storm pipe shall be installed per the manufacturer's specifications and recommendations.
12. All storm sewer pipe installed under fire lanes, drives, or parking shall be RCP per City standards.

MISC. INFORMATION

NOTE:

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REVISION	DATE	DESCRIPTION

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STATE OF TEXAS
SETH KELLY
98856
LICENSED PROFESSIONAL ENGINEER
1/15/26

DRAINAGE PLAN
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 DRG.dwg	1" = 40'	CD4
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

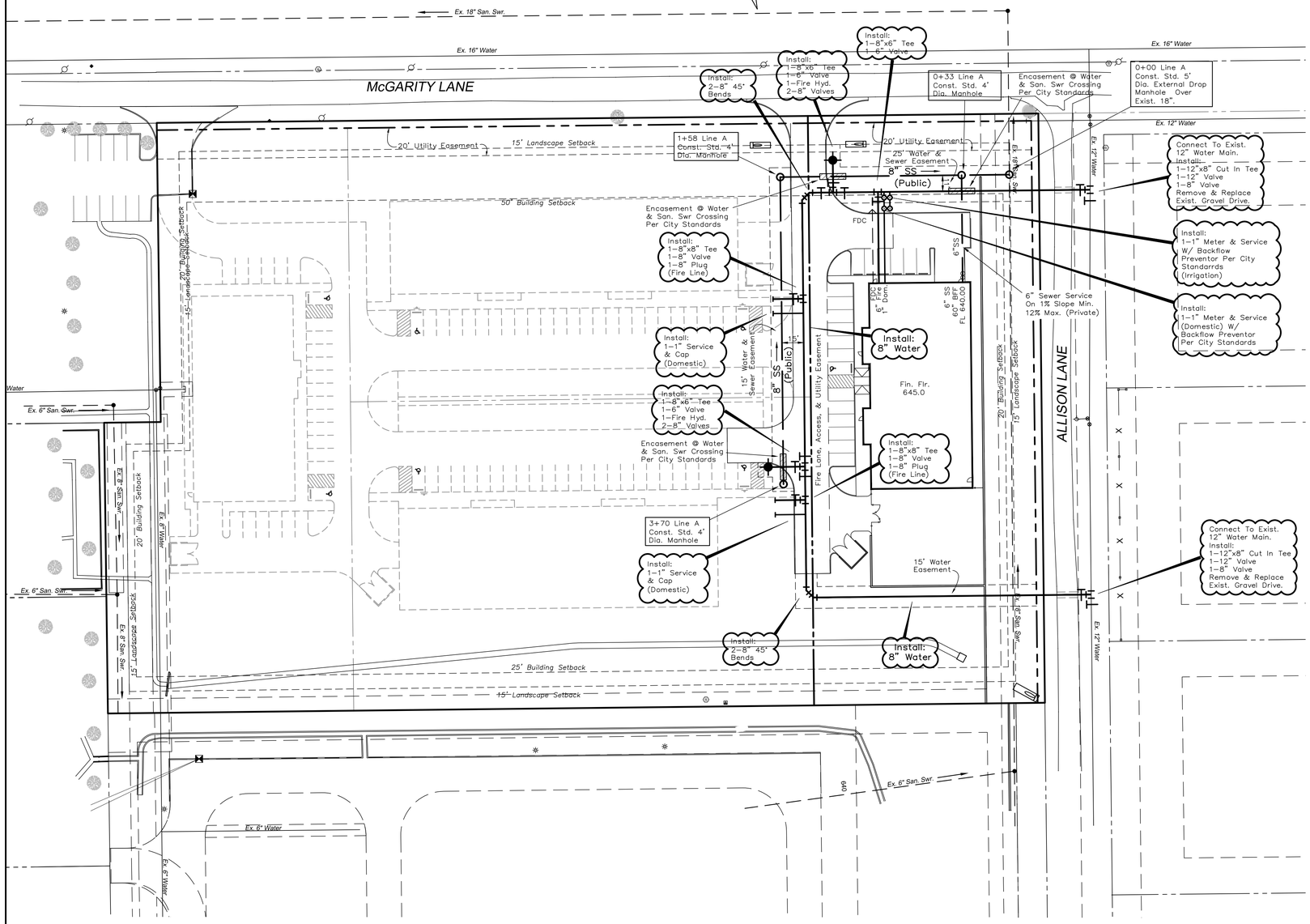
Feb 18, 2026 - 1:34pm User: sethk

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Valves Or Controller
Relocations With Existing
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Contact Appropriate Utility Companies
48 Hrs. Prior To Any Construction



0 40 80 120
GRAPHIC SCALE
1"=40'

Ref. MEP Plans For Exact Size, Location, And Elevations Of Utilities At Buildings.

Fire Sprinkler Lines & Fire Department Connections Shall Be Sized, Designed, Routed And Installed By State Licensed Fire Sprinkler Contractor. Size And Routing Shown Is For Estimating Purposes Only.

Backflow Prevention For Domestic and Fire Services Shall Be Located Inside The Building. Reference MEP.

WATER & SANITARY SEWER NOTES

1. All materials and construction shall conform to the City Standards and Specifications.
2. Contractor shall notify all utility companies and others who may have buried equipment or pipelines in the vicinity of construction prior to commencing construction. Damage to existing utilities shall be repaired at the contractor's expense.
3. Contractor shall verify the location and depth of tie-in to existing sewer system. Conflicts, contractor shall notify the engineer prior to laying pipe.
4. Unless otherwise required, all sanitary sewer pipe, manholes, and related appurtenances shall conform to the material and construction specifications as set forth in the City of Kingsland Standard Specifications.
5. Backfill for utility lines shall be carefully placed so that the utility will be stable. Where utility lines cross paved surfaces, the top 6" of trench backfill shall be compacted as directed for the subgrade in the surrounding area. Utility ditches shall be visually inspected during construction to ensure no undesirable fill material is used.
6. Special care shall be taken in adhering to those specifications regarding pipe joints, pipe embedment and testing of installed water and sanitary sewer pipes.
7. Sewer pipe shall be PVC SDR 35, unless otherwise noted.
8. Sewer services shall be 6" PVC, SDR 35, and shall be located as shown.
9. Contractor shall meet all O.S.H.A. Requirements regarding trench safety in the construction of this sewer main.
10. Water distribution system material and construction shall conform to the City of Kingsland standards and specifications.
11. Concrete blocking shall be installed at all bends, valves, and fire hydrants.
12. All mains shall be buried a minimum depth of 48" below top of adjacent curb or as directed by the engineer.
13. Water pipe shall be PVC Class 150 (C-900).
14. Contractor shall extend service as shown, provide curb stops as Required and meter box set in place.
15. Contractor shall notify all utility companies prior to commencing construction. Damage to existing utilities shall be repaired at Contractor's expense.
16. Any damage to adjoining property during construction shall be repaired, to preconstruction conditions or better, at the expense of the contractor.
17. All fire hydrants shall be marked with Blue Stimsonite hydrant marker per City standards.
18. The remote FDC must connect to the fire sprinkler system inside the riser room; not where the underground fire main enters the building. FDC's must be connected to the fire sprinkler riser past any/all double-check valves or backflow preventers.
19. All crossings shall meet TCEQ requirements.
20. All water infrastructure must meet the current requirements outlined in the city of Denison design manual.
21. 20% of proposed fire hydrants shall be Clow iHydrants.
22. All hydrants shall be ordered powder coated silver in color. Tnemec series 43-38H diffused aluminum silver.
23. All fire hydrants shall be located behind the curb. All hydrants shall be placed between 2' and 5'-6" behind back of curb.
24. All material must meet the current requirements outlined in the City Standards.
25. An air test, vacuum test, and video inspection is required for all sanitary sewer improvements
26. All sanitary service laterals shall have at least 3' of cover.

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STATE OF TEXAS · SETH KELLY · 94856 · LICENSED PROFESSIONAL ENGINEER · 2/18/26

WATER & SANITARY SEWER PLAN
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 WS.dwg	1" = 40'	CWS1
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:34pm User: sethk



LINE A

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
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STATE OF TEXAS
SETH KELLY
98556
LICENSED PROFESSIONAL ENGINEER
1/15/26

SANITARY SEWER PROFILE

OWENS RETAIL ADDITION

McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	*RLK*	*25054 WS PROF.dwg*	*1" = 40'*	CWS2
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	*RLK*	*1-15-26*	*RLK: 25054*	

Feb 18, 2026 - 1:34pm User: sethk

CAUTION EXISTING UTILITIES !!!!

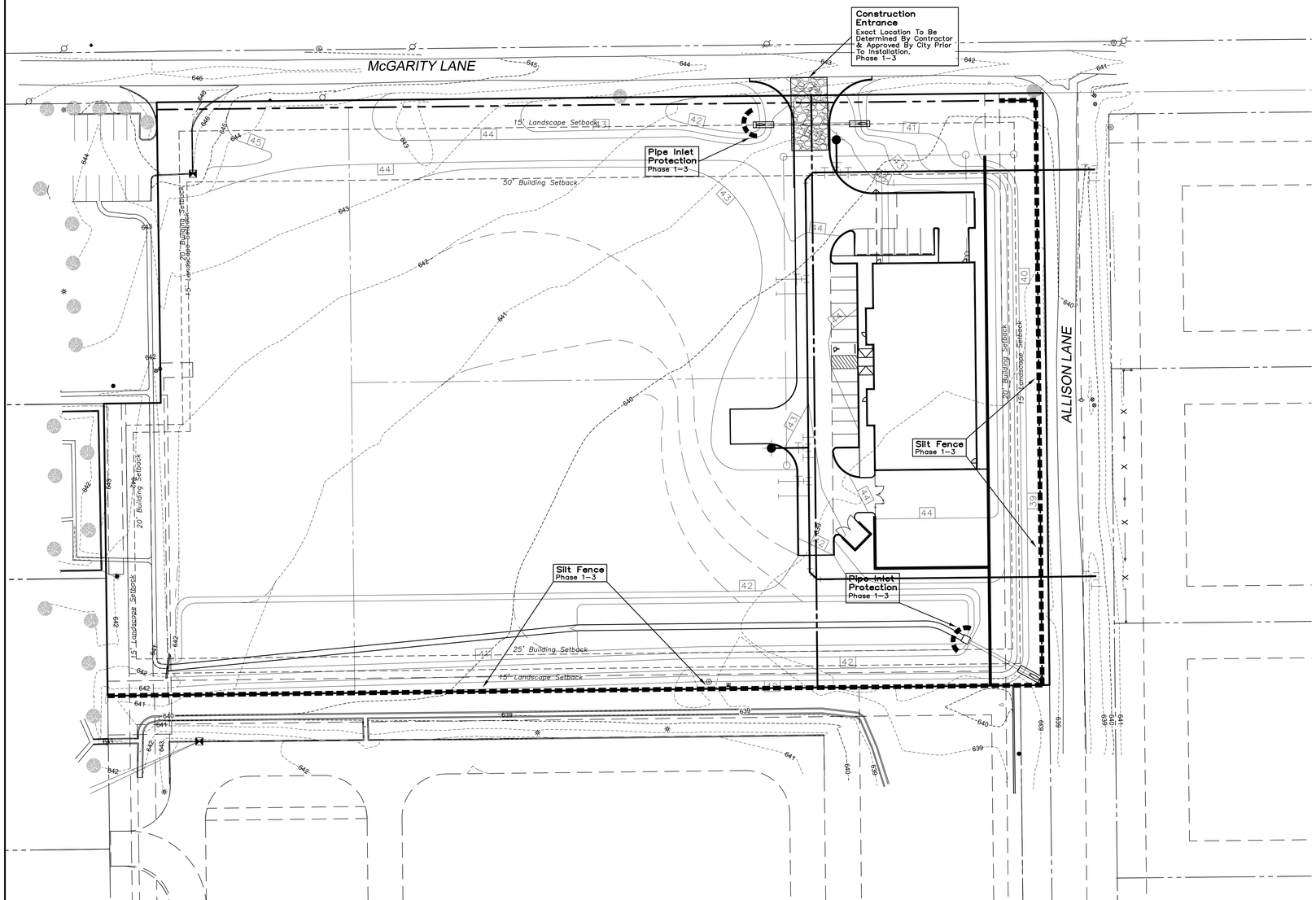
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48 Hrs. Prior To Any Construction

0 40 80 120
GRAPHIC SCALE
1"=40'



EROSION CONTROL NOTES

1. Erosion control devices shown on this plan shall be installed prior to the start of land disturbing activities on the project.
2. All erosion control devices are to be installed in accordance with the approved plans and specifications for this project. Changes are to be approved before construction by the design Engineer and the City of Van Alstyne.
3. If the Erosion Control Plan as approved cannot control erosion and off-site sedimentation from the project, the Erosion Control Plan will be required to be revised and/or additional erosion control devices will be required on site.
4. Off-site soil borrow and spoil areas are considered as part of the project site, and must also comply with the erosion control requirements for this project. This includes the installation of BMPs to control offsite sedimentation and the establishment of permanent ground cover on disturbed areas prior to final approval of the project.
5. Inspections shall be made weekly and after rain storm events to insure that the devices are functioning properly. When sediment or mud has clogged the void spaces between stones or mud is being tracked onto a public roadway the aggregate pad must be washed down or replaced. Runoff from the wash down operation shall not be allowed to drain directly off site without first lowing through another BMP to control off site sedimentation. Periodic re-grading or the addition of new stone may be required to maintain the efficiency of the installation.
6. Contractor shall be responsible for submittal of N.O.I., N.O.T. and any additional information required by the E.P.A. Contractor shall comply with all E.P.A. storm water pollution prevention requirements.
7. Contractor shall control mud accumulation on all streets surrounding the project. No mud accumulation will be allowed in public streets.

LEGEND

- Proposed Erosion Control Device
- 03 — Proposed Contour
- 543 — Existing Contour
- Stabilized Construction Entrance

NOTE:
Owner and Contractor to be responsible for submitting N.O.I. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

MISC. INFORMATION

NOTE:
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REVISION	DATE	DESCRIPTION

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STATE OF TEXAS
SETH KELLY
94856
LICENSED
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2/18/26

EROSION CONTROL PLAN
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 ERO.dwg	1" = 40'	CE1
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:34pm User: sethk

SANDBLASTING WASTE MANAGEMENT

DESCRIPTION

The objective of the management program is to minimize the potential of storm water quality degradation from sandblasting activities at construction sites. The key issues in this program are prudent handling and storage of sandblast media, dust suppression, and proper collection and disposal of spent media. It is not the intent of this program to outline all of the worker safety issues pertinent to this practice. Safety issues should be addressed by construction safety programs as well as local, state, and and federal regulations utilized at sites in which Sandblasting waste is present.

INSTALLATION/APPLICATION CRITERIA

Since the media consists of fine abrasive granules, it can be easily transported by running water. Sandblasting activities typically create a significant dust problem which must be contained and collected to prevent off-site migration problem which must be contained and collected to to prevent off-site migration or fines.

Operational Procedures

Use only inert, non-degradable sandblast media.
Use appropriate equipment for the job, do not over-blast.
Wherever possible, blast in a downward direction.
Install a wind sock or other wind direction instrument.
Cease blasting activities in high winds or if wind direction could transport grit to drainage facilities.
Install dust shielding around sandblasting areas.
Collect and dispose of all spent sandblast grit, use dust containment fabrics and dust collection hoppers and barrels.
Non-hazardous sandblast grit may be disposed in permitted construction debris landfills or permitted sanitary landfills.
If sandblast media cannot be fully contained, construct sediment traps downstream from blasting area where appropriate.
Use sand fencing where appropriate in areas where blast media cannot be fully contained.
If necessary, install misting equipment to remove sandblast grit from the air - prevent runoff from misting operations from entering drainage systems.
Use vacuum grit collection systems where possible.
Keep records of sandblasting materials, procedures, and weather conditions on a daily basis.
Take all reasonable precautions to ensure that sandblasting grit is contained and kept away from drainage structures.

Educational Issues

Educate all on-site employees of potential dangers to humans and the environment from sandblast grit.
Instruct all on-site employees of the potential hazardous nature of sandblast grit and possible symptoms of overexposure to sandblast grit.
Instruct operators of sandblasting equipment on safety procedures and personal protection equipment.
Instruct operators on proper procedures regarding storage, handling, and containment of sandblast grit.
Instruct operators to recognize unfavorable weather conditions regarding sandblasting activities.
Instruct operators and supervisors on current local, state, and federal regulations regarding fugitive dust and hazardous waste from sandblast grit.
Have weekly meetings with operators to discuss and reinforce proper operational procedures.
Establish a continuing education program to indoctrinate new employees.

Material Handling Recommendations

Sandblast media should always be stored under cover away from drainage structures.
Ensure that stored media or grit is not subject to transport by wind.
Ensure that all sandblasting equipment as well as storage containers comply with local, state, and federal regulations.
Refer to Hazardous Waste BMP fact sheet if sandblast grit is known or or suspected to contain hazardous components.
Capture and treat runoff which comes into contact with sandblasting material or waste.
Foreman and/or construction supervisor should monitor all sandblasting activities and safety procedures.

Quality Assurance

Educate, and if necessary, discipline workers who violate procedures.
Take all reasonable precautions to ensure that sandblast grit is not transported off-site or into drainage facilities.

Requirements

Education and awareness program for all employees regarding control of sandblasting and potential dangers to humans and the environment.
Operator and supervisor education program for those directly involved in sandblasting activities - instructions on material handling, proper equipment operation, personal protective equipment, fugitive dust control, record keeping and reporting.
Proper sandblast equipment for the job.
Site-specific fugitive dust control and containment equipment.
Site-specific fugitive dust control procedure.
Compliance by supervisors and workers.

Costs

Minimal cost for training and monitoring.
Potential for significant cost for containment procedures on large jobs.
Potential for significant costs associated with cleanup, correction and remediation if containment occurs.

LIMITATIONS

Site specific solutions to sandblasting problems may be required.
Sandblasting operations on structures known to contain hazardous materials require special procedures not specifically outlined above including professional hazardous waste specialists.
Where hazardous materials are known or suspected, a site assessment and remediation plan may be necessary.

HAZARDOUS WASTE MANAGEMENT

DESCRIPTION

The hazardous waste management BMP addresses the problem of storm water polluted with hazardous waste through spills or other forms of contact. The objective of the Management Program is to minimize the potential of storm water contamination from common construction site hazardous wastes through appropriate recognition, handling, storage, and disposal practices.

It is not the intent of this Management Program to supersede or replace normal site assessment and remediation procedures. Significant spills and/or contamination warrant immediate response by trained professionals. Suspected job-site contamination should be immediately reported to regulatory authorities and protective actions taken. The General Permit requires reporting of significant spills to the National Response Center (NRC) at (800)424-8802.

PRIMARY USE

These management practices along with applicable OSHA and EPA guidelines should be incorporated at all construction sites which use or generate hazardous wastes. Many wastes such as fuel, oil, grease, fertilizer, and pesticide are present at most construction sites.

INSTALLATION, APPLICATION AND DISPOSAL CRITERIA

The hazardous waste management techniques presented here are based on proper recognition, handling, and disposal practices by construction workers and supervisors. Key elements of the management program are education, proper disposal practices, as well as provisions for safe storage and disposal. Following are lists describing the targeted materials and recommended procedures:

Targeted Hazardous Waste Materials

Paints
Solvents
Stains
Wood preservatives
Cutting oils
Greases
Roofing tar
Pesticides
Fuel and lube oils
Lead based paints (Demolition)

Storage Procedures

Wherever possible, minimize use of hazardous materials.
Minimize generation of hazardous wastes on the job-site.
Segregate potentially hazardous waste from non-hazardous construction site debris.
Designate a foreman or supervisor to oversee hazardous materials handling procedures.
Keep liquid or semi-liquid hazardous waste in appropriate containers (closed drums or similar) and under cover.
Store waste materials away from drainage ditches, swales, and catch basins.
Use containment berms in fueling and maintenance areas and where the potential for spills is high.
Ensure that adequate hazardous waste storage volume is available.
Ensure that hazardous waste collection containers are conveniently located.
Do not allow potentially hazardous waste materials to accumulate on the ground.
Enforce hazardous waste handling and storage procedures.
Clearly mark on all hazardous waste containers which materials are acceptable for the container.

Disposal Procedures

Regularly schedule hazardous waste removal to minimize on-site storage.
Use only reputable, licensed hazardous waste haulers.

Education

Instruct workers in identification of hazardous waste.
Educate workers of potential dangers to humans and the environment from hazardous wastes.
Instruct workers on safety procedures for common construction site hazardous wastes.
Educate all workers on hazardous waste storage and disposal procedures.
Have regular meetings to discuss and reinforce identification, handling and disposal procedures (incorporate in regular safety seminars).
Establish a continuing education program to indoctrinate new employees.

Quality Assurance

Foreman and/or construction supervisor shall monitor on-site hazardous waste storage and disposal procedures.
Educate, and if necessary, discipline workers who violate procedures.
Ensure that the hazardous waste disposal contractor is reputable and licensed.

Requirements

Job-site waste handling and disposal education and awareness program.
Commitment by management to implement hazardous waste management practices.
Compliance by workers.
Sufficient and appropriate hazardous waste storage containers.
Timely removal of stored hazardous waste materials.

Costs

Possible modest cost impact for additional hazardous storage containers.
Small cost impact for training and monitoring.
Potential cost impact for hazardous waste collection and disposal by licensed hauler - actual cost depends on type of material and volume.

LIMITATIONS

This practice is not intended to address site-assessments and pre-existing contamination.
Major contamination, large spills and other serious hazardous waste incidents require immediate response from specialists.
Demolition activities and potential pre-existing materials, such as asbestos, are not addressed by this program. Site specific information on plans is necessary.
Contaminated soils are not addressed.
One part of a comprehensive construction site waste management program.

SOLID WASTE MANAGEMENT

DESCRIPTION

Large volumes of solid waste are often generated at construction sites including: packaging, pallets, wood waste, concrete waste, soil, electrical wiring, cuttings, and a variety of other materials. The solid waste management practice lists techniques to minimize the potential of storm water contamination from solid waste through appropriate storage and disposal practices.

PRIMARY USE

These practices should be a part of all construction practices. By limiting the trash and debris on site, storm water quality is improved along with reduced clean up requirements at the completion of the project.

APPLICATIONS

The solid waste management practice for construction sites is based on proper storage and disposal practices by construction workers and supervisors. Key elements of the program are education and modification of improper disposal habits. Cooperation and vigilance is required on the part of supervisors and workers to ensure that the recommendations and procedures are followed. Following are lists describing the targeted materials and recommended procedures:

Targeted Solid Waste Materials

Paper and cardboard containers
Plastic packaging
Styrofoam packing and forms
Insulation materials (non-hazardous)
Wood pallets
Wood cuttings
Pipe and electrical cuttings
Concrete, brick, and mortar waste
Shingle cuttings and waste
Roofing tar
Steel (cuttings, nails, rust residue)
Gypsum board cuttings and waste
Sheathing cuttings and waste
Miscellaneous cutting and waste
Food waste
Demolition waste

Storage Procedures

Wherever possible, minimize production of solid waste materials.
Designate a foreman or supervisor to oversee and enforce proper solid waste procedures.
Instruct construction workers in proper solid waste procedures.
Segregate potentially hazardous waste from non-hazardous construction site debris.
Keep solid waste materials under cover in either a closed dumpster or other enclosed trash container that limits contact with rain and runoff.
Store waste materials away from drainage ditches, swales and catch basins.
Do not allow trash containers to overflow.
Do not allow waste materials to accumulate on the ground.
Prohibit littering by workers and visitors.
Police site daily for litter and debris.
Enforce solid waste handling and storage procedures.

Disposal Procedures

If feasible, segregate recyclable wastes from non-recyclable waste materials and dispose of properly.
General construction debris may be hauled to a licensed construction debris landfill (typically less expensive than a sanitary landfill).
Use waste facilities approved by local jurisdiction.
Runoff which comes into contact with unprotected waste shall be directed into structural treatment such as silt fence to remove debris.

Education

Educate all workers on solid waste storage and disposal procedures.
Instruct workers in identification of solid waste and hazardous waste.
Have regular meetings to discuss and reinforce disposal procedures (incorporate in regular safety seminars).
Clearly mark on all solid waste containers which materials are acceptable.

Quality Control

Foreman and/or construction supervisor shall monitor on-site solid waste storage and disposal procedures.
Discipline workers who repeatedly violate procedures.

Requirements

Jobsite waste handling and disposal education and awareness program.
Commitment by management to implement and enforce Solid Waste Management Program.
Compliance by workers.
Sufficient and appropriate waste storage containers.
Timely removal of stored solid waste materials.
Possible modest cost impact for additional waste storage containers.
Small cost impact for training and monitoring.
Minimal overall cost impact.

LIMITATIONS

Only addresses non-hazardous solid waste.
One part of a comprehensive construction site management program.

CONCRETE WASTE MANAGEMENT

DESCRIPTION

Concrete waste at construction sites comes in two forms; 1) excess fresh concrete mix including truck and equipment washing, and 2) concrete dust and concrete debris resulting from demolition and sawing. Both forms have the potential to impact water quality through storm water runoff contact with the waste.

PRIMARY USE

Concrete waste is present at most construction sites. This BMP should be utilized at sites in which concrete waste is present.

APPLICATIONS

A number of water quality parameters can be affected by introduction of concrete - especially fresh concrete. Concrete affects the pH of runoff, causing significant chemical changes in water bodies and harming aquatic life.
Suspended solids in the form of both cement and aggregate dust are also Generated from both fresh and demolished concrete waste:

Current Unacceptable Waste Concrete Disposal Practices

Dumping in vacant areas on the job-site.
Illicit dumping off-jobsite.
Dumping into ditches or drainage facilities.

Recommended Disposal Practices

Avoid unacceptable dumping practices listed above.
Develop predetermined, safe concrete disposal areas.
Provide a washout area with a minimum of 6 cubic feet of containment area volume for every 10 cubic yards of concrete poured.
Never dump waste concrete illicitly or without property owners knowledge and consent.
Treat runoff from storage area through the use of structural controls as required.

Education

Drivers and equipment operators should be instructed on proper disposal and equipment washing practices (see above).
Supervisors must be made aware of the potential environmental consequences of improperly handling concrete waste.

Enforcement

The construction site manager or foreman must ensure that employees and pre-mix companies follow proper procedures for concrete disposal and equipment washing.
Employees violating disposal or equipment cleaning directives must be reeducated or disciplined if necessary.

Demolition Practices

Monitor weather and wind direction to ensure concrete dust is not entering drainage structures and surface waters.
Where appropriate, construct sediment traps or other types of sediment detention devices downstream of demolition activities.

Concrete Saw Water

Vacuum collect and dispose of in concrete washout areas on site. Do not allow to drain into storm drain or temporarary erosion control BMP's.

Requirements

Use predetermined disposal for waste concrete.
Prohibit dumping waste concrete anywhere but predetermined areas.
Assign predetermined truck and equipment washing areas.
Educate drivers and operators on proper disposal and equipment cleaning procedures.

Costs

Minimal cost impact for training and monitoring.
Concrete disposal cost depends on availability and distance to suitable disposal areas.
Additional costs involved in equipment washing could be significant.

Limitations

This concrete waste management program is one part of a comprehensive construction site management program.

NOTE:
Owner and Contractor to be responsible for submitting N.O.I. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

NOTE:
Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION

RLK ENGINEERING, INC.
111 West Main
Allen, Texas 75013
(972) 359-1733 Off
(972) 359-1833 Fax
Texas Registration No. 579

STATE OF TEXAS
SETH KELLY
98561
LICENSED PROFESSIONAL ENGINEER
1/15/26

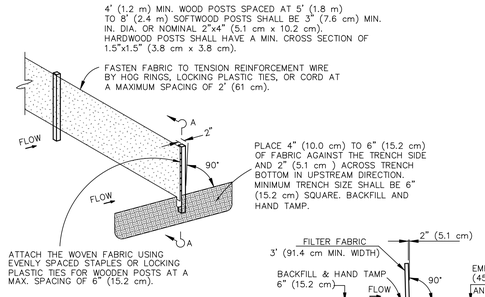
EROSION CONTROL NOTES

OWENS RETAIL ADDITION

McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 ECN.dwg	1" = 40'	CE2
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:34pm User: sethk

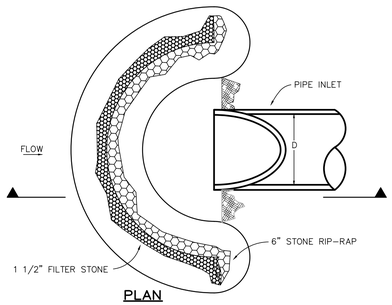


SILT FENCE

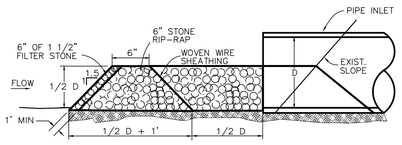
SECTION A–A

SILT FENCE

1. WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 1 FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH WOOD SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE WOOD FENCE POST. THERE SHALL BE A 6 INCH DOUBLE OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.



PLAN



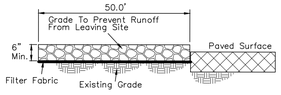
SECTION

RIP–RAP PIPE INLET PROTECTION

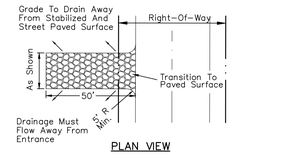
N.T.S.

NOTES

1. Stone shall be 3 to 5 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
2. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on an area stabilized with crushed stone, with drainage flowing away from both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch, or watercourse using approved methods.
3. The entrance shall maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed, or tracked onto paved surfaces must be removed immediately.
4. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.
5. Exact location of stabilized construction entrance shall be determined by contractor at time of construction.



PROFILE VIEW



PLAN VIEW

STABILIZED CONSTRUCTION ENTRANCE

NOTE:
Owner and Contractor to be responsible for submitting N.O.I. (Notice Of Intent) prior to beginning any construction. Owner and Contractor also to submit N.O.T. (Notice Of Termination).

MISC. INFORMATION

NOTE:
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111 West Main
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(972) 359-1733 Off
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Texas Registration No. 579

STATE OF TEXAS · SETH KELLY · 98856 · LICENSED PROFESSIONAL ENGINEER · 2/18/26

EROSION CONTROL DETAILS

OWENS RETAIL ADDITION

McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 ECD.dwg	1" = 40'	CE3
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:35pm User: sethk



COLORS:
LETTERS AND BORDER – GREEN
SYMBOL ON BLUE BACKGROUND
SIGN BACKGROUND – WHITE

NOTES:
1. SPACING BETWEEN LETTERS, COLORS, AND PROCESSES SHALL CONFORM STANDARD HIGHWAY AND SIGN DESIGNS FOR TEXAS.
2. INSTALL WHERE INDICATED ON PLANS.
3. VAN–ACCESSIBLE SIGNAGE ON VAN SPACES ONLY.

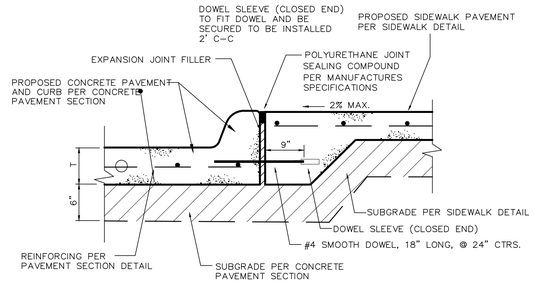
ACCESSIBLE PARKING SIGN DETAIL
N.T.S.



COLORS:
LETTERS AND BORDER – GREEN
SYMBOL ON BLUE BACKGROUND
SIGN BACKGROUND – WHITE

NOTES:
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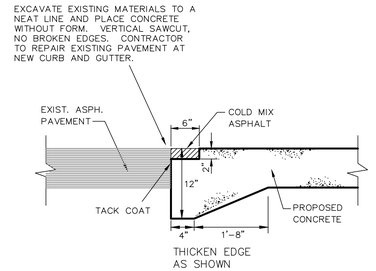
VAN–ACCESSIBLE PARKING SIGN DETAIL
N.T.S.



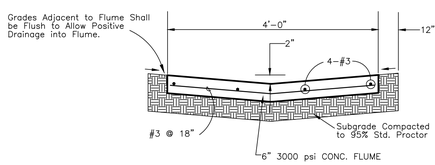
NOTE
REFER TO GEOTECHNICAL EXPLORATION FOR FILL COMPACTION REQUIREMENTS, PAVEMENT INSTALLATION, AND ALL EARTHWORK OPERATIONS.

PRIVATE CURB/SIDEWALK CONNECTION DETAIL
N.T.S.

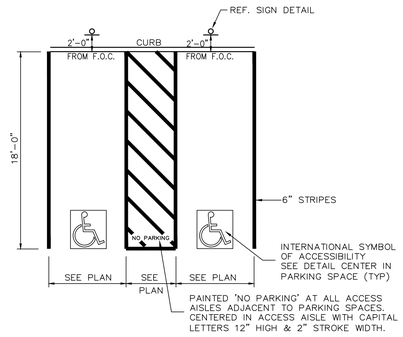
ONSITE PAVEMENT ONLY – NOT FOR PAVEMENT IN PUBLIC R.O.W.



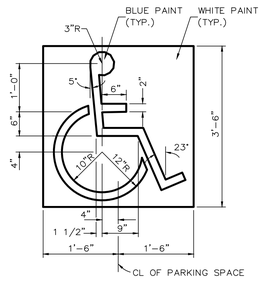
CONCRETE/ASPHALT CONNECTION
N.T.S.



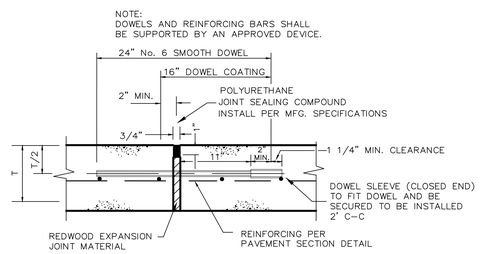
LOW–FLOW FLUME DETAIL
N.T.S.



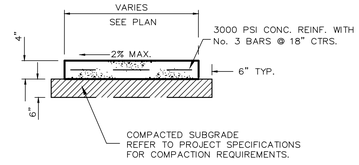
ACCESSIBLE STRIPING DETAIL
N.T.S.



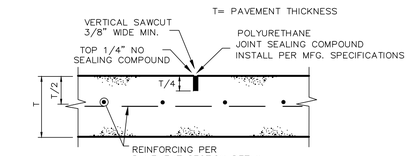
INTERNATIONAL SYMBOL OF ACCESSIBILITY (HANDICAP) DETAIL
N.T.S.



EXPANSION JOINT
N.T.S.

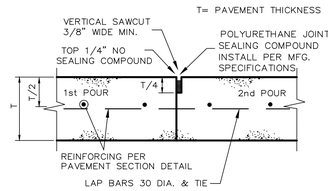


SITE SIDEWALK DETAIL
N.T.S.

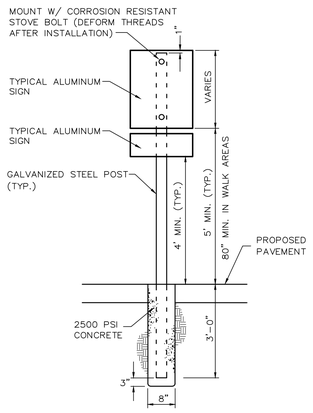


SAWED DUMMY (CONTROL) JOINT
N.T.S.

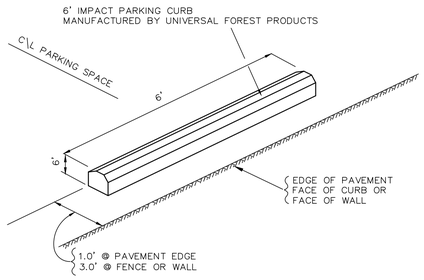
MAXIMUM SPACING IS 15' CTRS. (TYP.)



CONSTRUCTION JOINT
N.T.S.

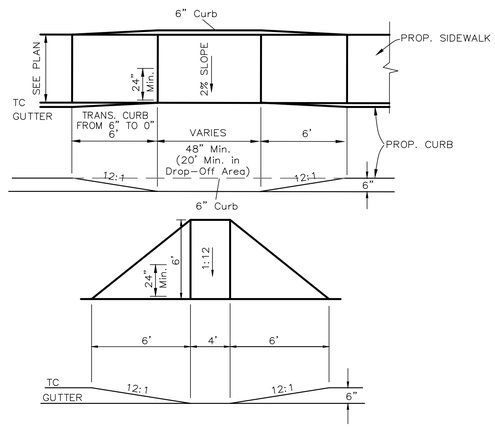


ACCESSIBLE SIGN MOUNTING DETAIL
N.T.S.

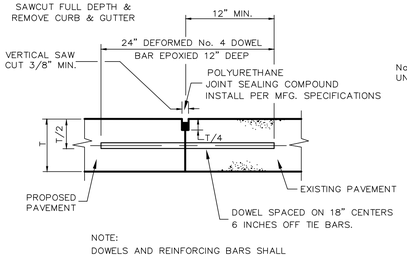


1. PROVIDE ONE 6' IMPACT PARKING CURB PER PARKING SPACE 1 FEET FROM EDGE OF PAVEMENT AT LOCATIONS INDICATED ON THE PAVING PLAN.
2. THE PRECAST CONCRETE SAFETY CURB SHALL BE ATTACHED SECURELY TO THE CONCRETE PAVEMENT WITH EPOXY ADHESIVE AND #4 REBAR ANCHORED INTO THICKENED CONCRETE EDGE.

PRECAST CONCRETE WHEELSTOP
N.T.S.



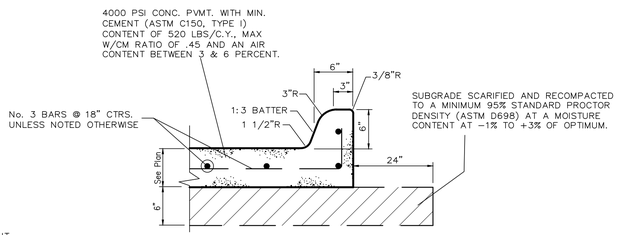
BARRIER FREE CURB RAMP (ONSITE)
N.T.S.



NOTE:
DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.

NOTES:
1. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIG.
2. DRILLED BY HAND IS NOT ACCEPTABLE, PUSHING DOWEL BARS INTO GREEN CONCRETE NOT ACCEPTABLE.

LONGITUDINAL BUTT JOINT
N.T.S.



NOTE
REFER TO GEOTECHNICAL EXPLORATION FOR FILL COMPACTION REQUIREMENTS, PAVEMENT INSTALLATION, AND ALL EARTHWORK OPERATIONS.

NOTE
SOLUBLE SULFATE TESTING SHALL BE PERFORMED PER THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. SULFATE RESISTANT CONCRETE MIX DESIGNS SHALL BE PROVIDED PER THAT REPORT SHOULD EXCESSIVE SULFATES BE PRESENT.

CONCRETE PAVEMENT SECTION
N.T.S.

NOTE:
CITY DETAILS TAKE PRECEDENCE IN CITY R.O.W.

MISC. INFORMATION	REVISION	DATE	DESCRIPTION
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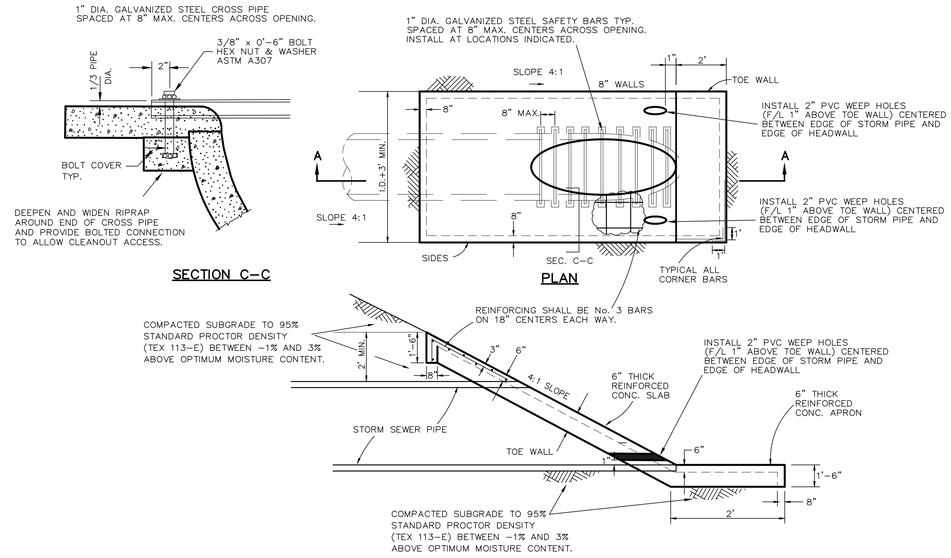
RLK ENGINEERING, INC.
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(972) 359-1833 Fax
Texas Registration No. 579

STATE OF TEXAS · SETH KELLY · 98856 · LICENSED PROFESSIONAL ENGINEER · 2/18/26

SITE DETAILS
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 DETAILS.dwg	1" = 40'	CDT1
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK- 25054	

Feb 18, 2026 - 1:35pm User: sethk



SLOPED END HEADWALL DETAIL

N.T.S.

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STATE OF TEXAS — SETH KELLY — 98561 — LICENSED PROFESSIONAL ENGINEER — 1/15/26

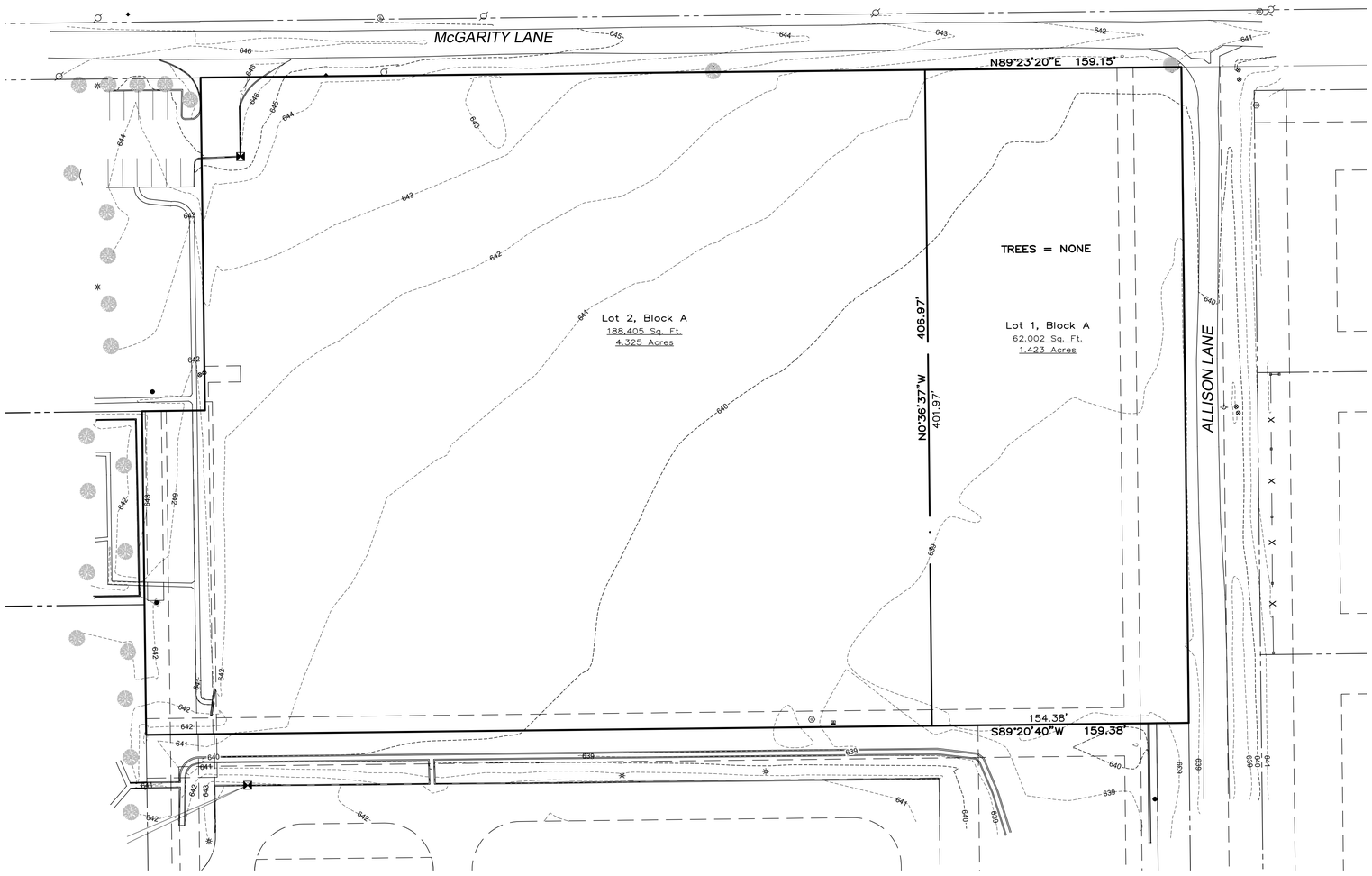
SITE DETAILS

OWENS RETAIL ADDITION

McGarity Lane
Lucas, TX

DESIGNED BY:	TECH REVIEW:	DRAWING FILE:	DRAWING SCALE:	SHEET:
RLK Engineering	RLK	25054 DETAILS.dwg	1" = 40'	CDT2
DRAWN BY:	PEER REVIEW:	DRAWING DATE:	PROJECT NUMBER:	
RLK Engineering	RLK	1-15-26	RLK: 25054	

Feb 18, 2026 - 1:35pm User: sethk



0 40 80 120

GRAPHIC SCALE
1"=40'

TREE SURVEY

OWENS RETAIL ADDITION

LOT 1, BLOCK A

1.423 Net Acres Situated In The
WILLIAM SNIDER SURVEY ~ ABST. 821
LUCAS, COLLIN COUNTY, TEXAS

MISC. INFORMATION

NOTE:

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Texas Registration No. 579

STATE OF TEXAS
SETH KELLY
98561
LICENSED
PROFESSIONAL ENGINEER
2/18/26

TREE SURVEY
OWENS RETAIL ADDITION
McGarity Lane
Lucas, TX

DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 25054 TREE SURVEY.dwg	DRAWING SCALE: 1" = 40'
DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 1-15-26	PROJECT NUMBER: RLK: 25054

SHEET: CTS1

Feb 18, 2026 - 1:35pm User: sethk

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Discuss a proposed concept plan submitted by Lexi Cassels with Toll Brothers homes, and the Paxton Family Trust. The proposed Concept plan considers 110 acres of residential creating 89 residential lots, the proposed concept plan also considers 36 acres of commercial encompassing the hard corner of Angel Parkway and Estates, and the frontage along Angel Parkway to McGarity Lane. The tract is 155 +/- acres of land, concept plan states 152 +/- acres of land after dedication. This tract is located at the southeast corner of Angel Parkway and Estates Parkway.

Background Information:

This 155 acre tract is currently zoned commercial, and R-1 with roughly half being R-1, and the other half being Commercial business. There is currently an approved development agreement for this land that gives consideration to annexation, and zoning which the city did annex and zone the property according to the approved development agreement. The agreement also considers installing a gravity sewer main, which the city caused to be installed. The tract gives consideration to the ability of the commercial tract to connect to the sewer main. The city has complied with all of the terms of the agreement. The outstanding item for the tract from the development agreement is reimbursement for the installation of the sewer line.

The applicant is asking the city to agree to a planned development that would give the right to include additional land in the residential portion of the development. The original plan considers roughly 77.5 acre residential, and 77.5 acres commercial. The new plan is 110 acres residential, and 36 acres commercial after dedications, and gives consideration to a master planned stormwater runoff plan making all of the detention on the residential side. The amount of commercial business proposed in 2008 was appropriate, considering the changes in shopping patterns brought on during Covid, the amount of commercial in depth is no longer desirable. The proposed concept plan gives consideration to improvements to McGarity including lining up McGarity with Travis drive in Allen to allow for two-way travel at the intersection. The concept plan also gives consideration to the addition of Alison Lane north of McGarity to Estates Parkway. The city would be responsible for its rough proportional share of the improvements to McGarity and Alison Lane. If approved the PD would have to protect the residential portion of the tract from hooking up to the existing sewer main. Based on the proposed concept plan, the commercial tract would need consideration to rear yard set backs. The PD would also have to give consideration to the required 6 to 8’ required masonry screen wall required between residential and commercial zoning districts. Where it would be required, who would install the

required screen wall and when.

Attachments/Supporting Documentation:

1. Paxton Farms Concept Exhibit
2. Paxton Family Trust Development Agreement

Budget/Financial Impact:

N/A

Recommendation:

Staff is seeking guidance from council on the best path forward for this tract.

Motion:

No motion is required.



Property Summary

Perimeter ROW Dedication	1.4	0.9%
Commercial	36.0	23.4%
ROW Landscape Buffer	2.1	1.3%
Open Space, Detention	4.4	2.8%
Net Residential Area (89 Lots)	110.1	71.5%
Total	154.0	

Open Space Summary

Open Space	4.4
Area (Net of ROW)	152.5
Total Percentage of Open Space	2.9%

CONCEPT PLAN

Paxton Farm

Lucas, Texas
February 23, 2026

GRAPHIC SCALE IN FEET
0 100 200 400
1"=200' @ 22x34

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. F-928

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2026.

DWG NAME K:\FRI_CIVIL\FRISCO SINGLE FAMILY PURSUITS_2025\2025200 - PAXTON FARM\LANDSCAPE\DESIGN\02 SD\PRESENTATIONS_EXHIBITS\CONCEPT LAYOUT GRAPHICS\04 CAD\PLANSHEET\CONCEPT PLAN.DWG
LAST SAVED 2/23/2026 11:14 AM BY: CEJKA, KENZIE

STATE OF TEXAS §
§ **DEVELOPMENT AGREEMENT**
COUNTY OF COLLIN §

This Development Agreement (the "Agreement") is made by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City"), and G. Ward Paxton Family Limited Partnership I, Ltd. ("Owner") (hereinafter collectively referred to as "Party" or "Parties"), acting by and through their respective representatives.

RECITALS

WHEREAS, Owner is the owner of certain real property described by metes and bounds in the attached Exhibit "A" which is located within the extraterritorial jurisdiction ("ETJ") of the City of Lucas, Collin County, Texas, and portions of which are not located within the corporate limits or ETJ of any other municipality ("Owner's Property"); and

WHEREAS, City has adopted a wastewater (sanitary sewer) master plan to provide such services to designated non-residential portions of City as identified in attached Exhibit "B" (hereinafter referred to as "Participants"), including a portion of Owner's Property; and

WHEREAS, on March 9, 2009, the City of Lucas, pursuant to Section 2.04(5) of the City of Lucas Home Rule Charter, approved the construction of a sewer facility to serve the commercial portions of Owner's property; and

WHEREAS, portions of Owner's Property depicted on Exhibit "A" have been designated by City as areas which can be served by sewer facilities; and

WHEREAS, the Parties intend that Owner's Property shall be annexed into the City of Lucas as provided by law and by this Agreement and shall be developed in accordance with mutually agreeable regulations provided in this Agreement; and

WHEREAS, Owner agrees to provide its proportionate share of funding for the design, costs for surveying, engineering, construction, construction management, and inspection associated with the Sewer Facility, sufficient in size and capacity to provide service to future commercial development on Owner's Property to a mutually agreed point of connection to other municipal wastewater facilities at the Southeast corner of Angel Parkway and Estates Parkway, depicted on the City of Lucas, Waste Water System Master Plan (such other facilities to be constructed by City without any funding from Owner) depicted on Exhibit "B" attached hereto; and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, City and Owner agree as follows:

Article I
Definitions

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

"City" shall mean the City of Lucas, Texas.

"Commencement of Construction" shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Sewer Facility; (ii) all necessary permits for the construction of the Sewer Facility pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) the construction of the Sewer Facilities has commenced.

"Completion of Construction" shall mean (i) the construction of the Sewer Facilities has been substantially completed; and (ii) the final permanent certificate of completion for the Sewer Facilities has been issued to City, or City has accepted the Sewer Facilities, as the case may be.

"Effective Date" shall mean the last date of execution hereof.

"On-Site" shall mean service on Owner's Property described by metes and bounds in attached Exhibit "A".

"Owner" shall mean G. Ward Paxton Family Limited Partnership I, Ltd.

"Owner's 80+/- acre Commercial Tract" and "Owner's 74+/- acre Residential Tract" shall mean the real property which together comprises "Owner's Property" as defined herein and are described generally on Exhibit "B" attached hereto.

"Owner's Property" shall mean the real property described by metes and bounds in the attached Exhibit "A".

"Participants" shall mean all current and future property owners that within the service area identified on Exhibit "B".

"Sewer Facility" or "Sewer Facilities" shall mean gravity sewer line with multiple manholes built On-Site to City specifications as provided in the Approved Plans, with City being the sole owner and operator of the Sewer Facility.

Article II
Annexation

2.1 Agreement to Annex. Owner agrees to file a petition for voluntary annexation of the Owner's Property within sixty (60) days after the approval of this Agreement, and City agrees to promptly annex the Owner's Property. In the event Owner's Property is annexed and subsequently the City fails to approve the zoning or fails to approve the final plat for development of the Owner's Property as contemplated by this Agreement, the annexation petition filed by the Owner shall be void and the City shall take all necessary steps to ensure formal de-annexation the Owner's Property within thirty (30) days of the denial of the zoning or final plat of the Owner's Property unless agreed otherwise in writing by the Owner. Further, in the event Owner's Property is annexed and subsequently the City fails to approve the zoning or fails to approve the final plat for development of the Owner's Property as contemplated by this Agreement, Owner shall be relieved of all liability and obligations under this Development Agreement and City shall refund all payments made by Owner to City under this Agreement, if any, within thirty (30) days of such denial unless otherwise agreed in writing by Owner. This paragraph shall survive termination of the Agreement.

2.2 Development Regulations. Provided the Owner's Property is annexed and zoning is approved as contemplated by this Agreement, all regulations pertaining to the development of the Owner's Property set forth in this Agreement and all exhibits hereto, together with the following regulations as modified by this Agreement, shall constitute the exclusive development standards and conditions applicable to the Owner's Property (the "Development Standards") and shall occur in accordance with the following regulations:

(a) Lucas Subdivision Regulations adopted by the Lucas City Council on July 7, 2006, by Ordinance No. 2006-07-00567;

(b) All international building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by City from time to time, including generally applicable local amendments thereto, and;

(c) Development of the Property regarding Owner's 80+/- acre Commercial Tract shall be governed by and occur in accordance with the development regulations set forth in the City's Commercial District "C" zoning classification. Development of the Property regarding Owner's 74+/- acre Residential Tract shall be governed and controlled by the development regulations set forth in the City's "R-1.0 Single Family Residential District" zoning classification, as such classifications and regulations exist on the Effective Date, provided flood plain shall not be used in calculating the 1.0+/- acre minimum requirement for R-1.0 Single Family Residential District. Owner's 80+/- acre Commercial Tract and Owner's 74+/- acre Residential Tract are described generally on Exhibit "B" attached hereto.

2.3 Impact Fees. Provided the Owner's Property is annexed and zoning is approved as contemplated by this Agreement, development of the Owner's Property shall be subject to

payment to City of all generally-applicable impact fees (the "Impact Fees") adopted by ordinance approved by the City Council pursuant to the requirements of Chapter 395 Texas Local Government Code. The Owner (or actual developer of individual parcels) shall pay to City the Impact Fees for each parcel within Owner's 80+/- acre Commercial Tract and/or Owner's 74+/- acre Residential Tract within thirty (30) days of final plat approval.

Article III
Compensation

3.1 Compensation from Owner for Construction of Sewer Facilities. Prior to the execution of this Agreement, the Parties have negotiated a cost sharing percentage for the Parties for the cost of construction of the Sewer Facilities On-Site and an off-site lift station necessary to make the On-Site Sewer Facilities operational. City agrees to bear all costs related to design, construction, installation, maintenance and operation of the Sewer Facilities, including without limitation, all initial design, installation and construction costs (hereinafter referred to as the "Project Costs"). The Parties agree that the total portion of Owner's percentage of the Project Costs of the Sewer Facilities is an amount that shall not exceed $552,154.40 (Owner's "Proportionate Share"). Owner may make its payment of Owner's Proportionate Share of the Project Costs in two (2) separate payments. The first payment of $276,077.20 shall be paid to the City before a building permit is issued for any development on any part of the first thirty (30) cumulative acres of the Commercial Tract. The second payment, which shall not exceed $276,077.20, shall be paid to the City before any building permit is issued for any development on any portion of the remaining fifty (50) acres of the Commercial Tract. If the Owner fails to reimburse the City for Owner's Proportionate Share of the Project Costs, City has no obligation to issue any building permits for Owner's Property. Upon Completion of Construction of the Sewer Facility, if owner has failed to reimburse after City's request for reimbursement for owners proportionate of the project costs, the Owner shall be obligated to pay an additional 4% per year, or portion thereof, of Owner's proportionate share to the City. Such amount shall accrue until said amount is paid in full.

Article IV
City's Obligations

4.1 City hereby agrees to:

(a) Select and retain a qualified Engineer to perform the surveys, design, and preparation of On-Site and off-site easements as required for the Sewer Facilities, the costs and expenses of which shall be paid by the Owner.

(b) Provide preliminary and final construction designs, specifications, and plans for the Sewer Facilities, collectively called the "Approved Plans".

(c) Provide all off-site easements as required for construction and operation of the Sewer Facilities at no cost to the Owner.

(d) Issue the final construction plans, specifications, and estimates (PS&E) for competitive bids by competent contractors, receive bids, and award a construction contract to the selected and bonded Contractor for construction of the Sewer Facilities (the "Approved Contract").

(e) Supervise the construction of the Sewer Facilities and provide all necessary inspections and testing.

(f) Cause the Commencement of the Construction and installation of the Sewer Facilities within twelve (12) months after the Effective Date; and complete such design, construction, and installation, with operable connection to City's waste water system within twenty-four (24) months after the Effective Date (the "Outside Completion Date").

(g) Include in the construction contract between the City and any contractor working on the construction of the Sewer Facilities the following language and obligations contained in the attached Exhibit "D".

Article V
Owner's Obligations

5.1 Provide all On-Site easements necessary for the construction of the Sewer Facility on Owner's Property and execute necessary documents to dedicate such easement to City.

5.2 Sewer Facility shall only serve Owner's 80+/- acre Commercial Tract commercial development On-Site. The On-Site Sewer Facility shall not serve any off-site development except as otherwise provided herein.

Article VI
Zoning of the Development Property

City agrees to consider zoning of Owner's 80+/- acre Commercial Tract as Commercial, and R-1 Residential for Owner's 74+/- acre Residential Tract, according to a schedule which parallels the annexation process, with a goal of completing the annexation and zoning process on the same date. If City does not approve the Proposed Zoning, Owner and City shall be relieved of all the obligations in this Agreement, save and except those obligations set forth in Article II, Section 2.1 above. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require City to approve zoning of any portion of the Owner's Property.

Article VII
Notice

Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received five (5) business days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Owner:

G. Ward Paxton, Manager
G. Ward Paxton I, LLC, General Partner for
G. Ward Paxton Family Limited Partnership I, Ltd.
P.O. Box 227
Allen, TX 75013

With a Copy to:

Mark Paxton
P. O. Box 437
Allen, Texas 75013

If Notice to Lucas:

Jeff Jenkins, City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002

With a Copy to:

Joe Gorfida, Jr., City Attorney
Nichols, Jackson, Dillard, Hager & Smith
500 N. Akard
Suite 1800
Dallas, Texas 75201

Article VIII
Termination

This Agreement shall be terminated by: (a) the mutual written agreement of the Parties; or, (b) either Party providing written notice of such termination to the other Party if the other Party breaches any of the material terms and conditions of this Agreement, and such breach is

not cured by such Party within sixty (60) days after receipt of written notice thereof (or, if cure cannot be completed within such sixty (60) day time period, if cure of such breach is not commenced within sixty (60) days of notice and thereafter diligently and continuously pursued to completion; or, (c) by City providing written notice to Owner if Owner suffers an event of bankruptcy or insolvency; or, (d) by either Party providing written notice to the other Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

Article IX
Miscellaneous

9.1 Assignment of Agreement. This Agreement may be assigned by Owner without the prior written consent of City. This Agreement may not be assigned, in whole or in part, by City.

9.2 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

9.3 Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

9.4 Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

9.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement.

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

9.7 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

9.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with it legal counsel.

9.9 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a

whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their respective heirs, executors, administrators, legal representatives, assignees, lender, successors, and City. No other person or entity is a third-party beneficiary of this Agreement.

9.11 Authority. City represents and warrants that this Agreement has been approved by the City Council of City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of City has been authorized to do so. Owner represents and warrants that this Agreement has been approved on behalf of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

9.12 Governmental Powers; Waiver of Immunity. By its execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights except as to the enforcement of this Agreement.

9.13 Expenses. Unless otherwise specifically provided herein, all expenses shall be paid by the Party that incurred them without expectation or reimbursement or cost sharing.

9.14 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties, or to cause City to be deemed to be a constituent partner of the Owner.

9.15 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.16 Recordation of Agreement. A copy of this Agreement shall be recorded in the Deed Records of Collin County, Texas.

9.17 Covenants Run with Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Owner

which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

9.18 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

9.19 Effective Date. The Effective Date of this Agreement shall be the last date of execution hereof.

(signature page to follow)

EXECUTED on this 3rd day of October, 2011.

City of Lucas, Texas

CITY OF LUCAS, TEXAS SEAL

By: _____
Rebecca Mark, Mayor

Approved as to Form:

By: _____
Joe Gorfida, Jr., City Attorney
(JJG/09-12-11/43328)

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 3rd day of October, 2011, by Rebecca Mark, Mayor of The City of Lucas, a municipal corporation existing under the laws if the State of Texas, in such capacity on behalf of such municipal corporation.

KATHY WINGO
Notary Public, State of Texas
My Commission Expires
August 12, 2012

_____
Notary Public, State of Texas

EXECUTED on this 3 day of October, 2011.

G. WARD PAXTON FAMILY LIMITED PARTNERSHIP I, LTD

By: J Ward Paxton
G. Ward Paxton, Manager
G. Ward Paxton I, LLC
General Partner

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 3RD day of OCTOBER, 2011, by G. Ward Paxton, Manager of G. Ward Paxton I, LLC, General partner for G. Ward Paxton Family Limited Partnership I, Ltd.

Norman L Green
Notary Public, State of Texas

NORMAN L. GREEN
Notary Public, State of Texas
My Commission Expires
March 09, 2015

EXHIBIT A
METES AND BOUNDS
DESCRIPTION OF OWNER'S PROPERTY

EXHIBIT C
WASTEWATER MASTER PLAN PARTICIPANTS

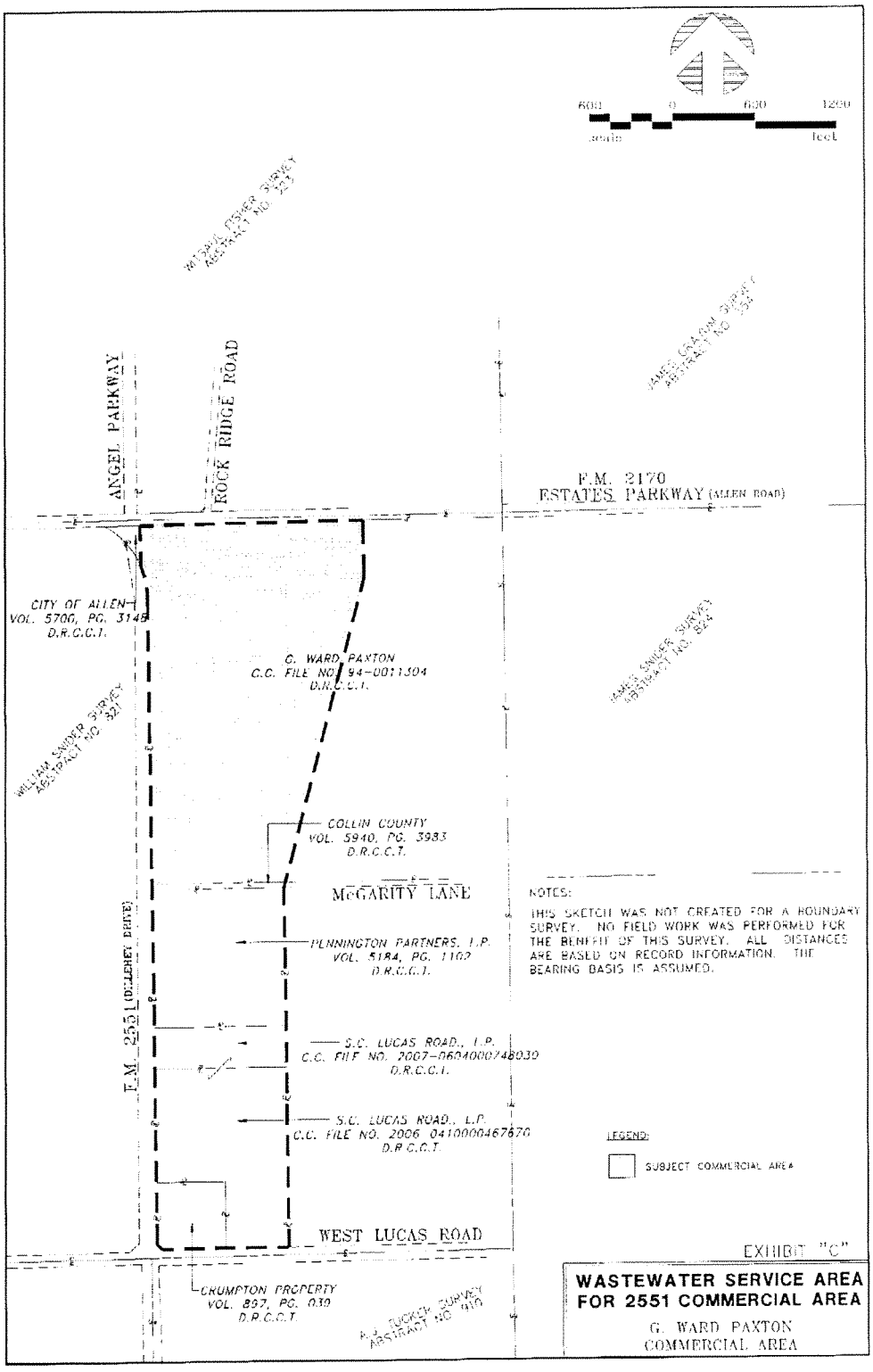


Exhibit "B"
City of Lucas/G. Ward Paxton
Development Agreement

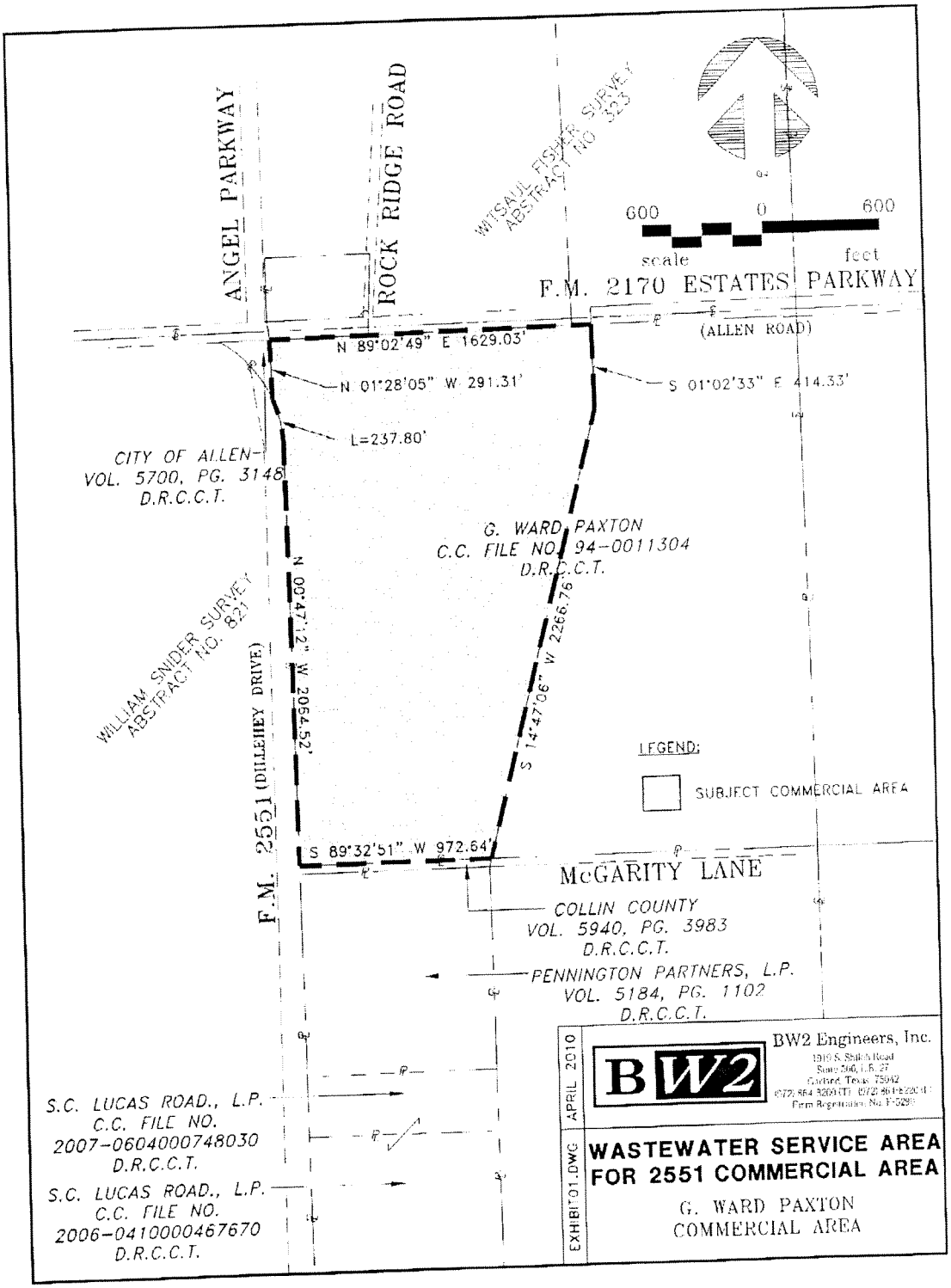


Exhibit "B"
City of Lucas/G. Ward Paxton
Development Agreement

EXHIBIT "B"

Owners Property

EXHIBIT "D"
ADDITIONS TO CONTRACTOR'S AGREEMENT

1. City shall not reduce, nor allow a third party to reduce, the cover over the Sewer Facilities at any time. Contractor will wind row the topsoil during construction by placing the topsoil to the far edge of the Easement and non-top soil inside the Easement and replacing such soil the same way. During construction hereunder, Contractor shall take such actions practices as are necessary to prevent erosion on the right-of-way, and thereafter shall return the surface of the ground to as near its original condition as is practical.

2. Contractor agrees that during the operation and construction of the Sewer Facilities, and use of the Easement, Contractor will comply with the following:

a. Contractor shall leave the surface of the Owner's Property above the Sewer Facilities as nearly as reasonably possible as it was prior to the construction of the Sewer Facilities.

b. If any portion of the Owner's Property above the Sewer Facilities is "crowned", Contractor agrees to leave the "crown", or highest point of the finished surface of Owner's Property above the Sewer Facilities, not higher than approximately six to eight inches higher than the adjacent terrain, except in areas where other erosion controls are utilized by Contractor. If necessary, Contractor agrees to level crowns and plant grass seed at the end of one year from completing the initial crowning or at such time as is mutually agreed by the parties to maximize the benefit of the replanting and avoid erosion. Upon completion of construction, and any repairs or maintenance of the Sewer Facilities, Contractor agrees to reseed or replace removed grass sod and reclaim the disturbed portion of the Easement as is necessary to establish grass cover on the affected area and to perform such work at a scheduled time agreed to by City, Owner and Contractor.

c. If any of Owner's fences are cut or taken down in order to construct or operate the Sewer Facilities, then Contractor agrees:

(i) That at the end of each day of construction, or that over any weekend, or during any period of construction delays, or for any periods of "non-construction", a temporary fence will be installed, which is capable of holding and turning cattle, where any portion of Owner's fence was removed for the construction process or for any other reason. Construction workers, or any other personnel hired to service, consult or oversee this project, will not leave one pasture open into any other pasture during the non-construction hours of the day or week, and under no circumstances shall more than one fence at a time be taken down or removed, for any period of time, during the duration of the construction process.

(ii) Contractor agrees that fences that are taken down or removed during

the construction process will be rebuilt to their original condition, or better, to the extent as is practicable, at the expense of Contractor.

(iii) In the event it becomes necessary for Contractor to cut any fences located within the boundaries of the above described Property for the purpose of ingress thereto and egress therefrom, Contractor agrees that before cutting said fence, it shall first set a new corner-post or H-brace on each side and shall attach all existing wires to such corner-posts or H-braces before cutting said fence. The purpose of such bracing being to prevent the wires on such fence from slacking or sagging due to Contractor's entry upon or exit from the Easement. In this connection, Contractor shall cause wire gaps or gates at Contractor's option to be constructed and kept closed to prevent livestock from entering or leaving the Property. Contractor shall have the right to install permanent access gates at such locations where the Easement crosses a fence on the City's property.

(iv) During construction, unless otherwise agreed in writing by Owner, Contractor at Contractor's expense shall construct a three (3) strand barbed wire fence, with posts on ten foot (10") centers, sufficient to be used by Owner to keep Owner's livestock out of the construction area until the construction is complete and which time said temporary fence shall be removed at Contractor's expense.

3. It is agreed that, except for emergencies, Contractor's right of entry is limited to reasonable times and places for the carrying out the rights granted hereby to Contractor. Absolutely no hunting or fishing will be permitted by Contractor or others in the employ of the Contractor upon the lands of Owner, and it is further agreed that neither Contractor nor the agents, servants, employees, contractors nor subcontractors of Contractor will be permitted to bring firearms, alcohol, illegal substances, fishing equipment and/or dogs upon the lands of the City.

4. Contractor shall keep the Owner's Property clean and free of all trash and litter that may emanate from Contractor's operations on the Owner's Property, and if it does not, Contractor agrees to pay City's reasonable costs of picking up such litter and trash on Owner's Property or adjacent lands.

5. IN CONNECTION WITH THE CONSTRUCTION AND OPERATION OF THE SEWER FACILITIES, CONTRACTOR, AND ITS SUCCESSORS AND ASSIGNS, AGREE TO DEFEND AND HOLD HARMLESS CITY AND OWNER, AND THEIR SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS (THE "INDEMNIFIED PARTIES"), FROM ANY AND ALL COSTS, LOSSES, CLAIMS, JUDGMENTS, SETTLEMENTS AND DAMAGES OF EVERY KIND AND CHARACTER (INCLUDING VIOLATIONS OF ENVIRONMENTAL LAWS AND REGULATIONS, PERSONAL INJURY AND DEATH), LAWSUITS AND/OR CAUSES OR ACTION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), WHICH MAY GROW OUT OF, ARISE FROM, OR IN ANY MANNER BE CONNECTED WITH THE ACTIVITIES OF CONTRACTOR OR CONTRACTOR'S AGENTS, INVITEES, GUESTS, SERVANTS AND EMPLOYEES, ON THE OWNER'S PROPERTY, OR ANY

ADJACENT PROPERTY. THIS INDEMNITY SHALL SURVIVE AND CONTINUE AFTER TERMINATION OF THIS AGREEMENT FOR SO LONG AS THE SEWER FACILITIES INSTALLED PURSUANT HERETO REMAIN IN THE GROUND, AND THE PROPERTY OF CONTRACTOR.

6. Contractor shall at all times comply with all applicable laws, statutes, rules and regulations of any governmental authority having jurisdiction including, without limitation, all environmental laws, statutes, rules and regulations of any federal, state or local authority at any time applicable to the Sewer Facilities, including but without limitation, the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency. Specifically and without limiting the foregoing, Contractor agrees that (i) no hazardous substances shall be generated, treated, stored, disposed of or otherwise deposited or released in or on the Owner's Property or the adjoining property of Owner by Contractor, its agents, servants or employees, (ii) Contractor will not engage in and will not permit any of its agents, servants or employees to engage in any activity with respect to the Owner's Property which would cause (a) the Owner's Property or the adjoining property of Owner to become a hazardous waste treatment, storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA") as now or hereafter amended, or similar state law or local ordinance or other environmental law, (b) a release or threatened release of a hazardous substance, from or to the Owner's Property or the adjoining property of Owner within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as now or hereinafter amended or any similar state law or local ordinance or any other environmental law, or (c) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act or the Clean Air Act or any similar state or local ordinance or other environmental law; (iii) neither Contractor nor its agents, servants or employees shall place any hazardous substance or create any conditions in or on the Owner's Property or the adjoining property of Owner which could be the basis for a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental regulatory requirements; and (iv) no underground storage tanks will be located on the Owner's Property. As used in the preceding provision, the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the term "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided in the event either CERCLA or RCRA is amended so as to broaden the meaning of any terms defined thereby (other than including oil or crude oil in the definition of hazardous substances), such amendment shall apply to Contractors' covenants contained herein, and provided further, to the extent that the laws of the State of Texas establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, the broader meaning or definition shall apply.

7. Contractor represents that it will maintain adequate general liability insurance during the construction of the Sewer Facilities.

8. In the event that the construction of the Sewer Facilities causes damage to Owner's Property, all costs associated with repairing, cleaning up and restoring the Owner's Property to its normal condition as well as any additional damages will be paid by Contractor.

Exhibit "D"
City of Lucas/G. Ward Paxton
Development Agreement

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: John Whitsell, City Manager
Patrick Hubbard, CIP Manager

Agenda Item Request:

Consider authorizing the City Manager to enter into a Potable Water Supply Contract with North Texas Municipal Water District (NTMWD).

Background Information:

This item follow City Council discussion of an updated contract for wholesale water with the North Texas Municipal Water District (NTMWD) held on February 17, 2026. The contract describes how NTMWD and the City of Lucas' water systems will connect and establishes the cost structure for the wholesale purchase of water from NTMWD by the City of Lucas. The proposed version is the product of a complex negotiation between the NTMWD and the customer cities affected by this contract change.

Attachments/Supporting Documentation:

1. NTMWD Potable Water Supply Contract

Budget/Financial Impact:

This contract changes the cost of potable water in numerous ways. These changes are accounted for in the City of Lucas' most recent water rate study.

Recommendation:

It is the recommendation of staff that City Council approve entering into an agreement with NTMWD.

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a Potable Water Supply Contract with the North Texas Municipal Water District (NTMWD).

NORTH TEXAS MUNICIPAL WATER DISTRICT
CITY OF LUCAS
POTABLE WATER SUPPLY CONTRACT

THE STATE OF TEXAS §
§
THE COUNTY OF COLLIN §

THIS CONTRACT (the "Contract") made and entered into as of this the _____ day of _____, 2026, by and between the North Texas Municipal Water District, hereinafter called "NTMWD", a conservation and reclamation district created under Article 16, Section 59, of the Texas Constitution, and the City of Lucas, hereinafter called "Customer." NTMWD and Customer are each referred herein as "party" and jointly referred to as "parties" in this Contract.

W I T N E S S E T H :

WHEREAS, NTMWD and Customer are authorized to enter into this Contract pursuant to Chapter 62, Acts of the 52nd Legislature, 1951 (Article 8280-141, Vernon's Texas Civil Statutes), Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") and other applicable laws;

WHEREAS, Customer and NTMWD previously entered into a Potable Water Supply Contract dated April 22, 2004 (the "Original Contract");

WHEREAS, the Original Contract does not expire until April 22, 2034, but Customer and NTMWD desire to amend and completely restate the terms of the Previous Contract, and supersede and replace the Previous Contract in its entirety, as provided herein, and the Previous Contract shall have no further force and effect;

WHEREAS, Point of Delivery No. 1 as described in the Previous Contract as "A four-inch (4") meter and six-inch (6") tap located on FM 1378 at Station 409 + 50 on the Wylie-McKinney twenty-inch (20") pipeline" was abandoned prior to June 1, 2025, and is no longer in use;

WHEREAS, Customer requests to update the existing Point of Delivery No. 2 located approximately at Country Club Road across from Creek View Lane near the connection with the McKinney Parallel Phase 1 42-inch (42") conveyance line;

WHEREAS, Customer requests to alter the location of Point of Delivery No. 3 from "near the intersection of FM 2551 and McGarity Ln on the Plano-McKinney eighty-four (84") pipeline" to a new connection with the APFM Project B Ph 1 72-inch (72") conveyance line adjacent to McGarity Lane and near Maplewood Lane;

WHEREAS, Customer desires to obtain an adequate and dependable water supply from NTMWD;

WHEREAS, NTMWD was created, among other things, to serve the water needs of its Member Cities, as defined below;

WHEREAS, Customer acknowledges and understands that this Contract establishes a maximum amount of potable water that NTMWD is required to deliver to Customer;

WHEREAS, Customer agrees to construct and operate adequate water distribution, storage and pump station facilities so that the maximum delivery rate of water will not exceed, at any time, 2.2 times the Highest Historical Average at the Point(s) of Delivery, as such terms are defined herein;

WHEREAS, Customer acknowledges and understands that NTMWD determines the rates to be paid by Member Cities and Customer and that rates for Customer will not be the same as and are higher than the rates for Member Cities;

WHEREAS, Customer is not compelled to purchase water from NTMWD and is voluntarily entering into this Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to furnish water, and Customer agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

Section 1. DEFINITION OF TERMS. The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(a) "Annual Minimum" or "Annual Minimum Volume" means the minimum amount of potable water Customer must compensate NTMWD for during the Annual Payment Period, and each year thereafter, regardless of whether Customer actually takes such quantity of water. The Annual Minimum shall be adjusted annually after the first Annual Payment Period as provided in Section 8;

(b) "Annual Maximum" means the maximum amount of potable water that NTMWD agrees to sell and deliver to Customer during any Water Year under this Contract;

(c) "Annual Payment" means the amount of money to be paid to NTMWD by Customer during each Annual Payment Period;

(d) "Annual Payment Period" means NTMWD's fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD;

(e) "Contract Date" means the effective date of this Contract as executed by both parties, which is the day and year first above written;

(f) "Customer" means City of Lucas as defined in the preamble to this Contract;

(g) "Customer Entity or Customer Entities" means any customer other than the Member Cities with which NTMWD contracts with to furnish water;

(h) "Customer Rate" is defined as the rate to be paid by Customer on a per 1,000 gallon basis, calculated annually by NTMWD, as provided herein, and applied to Customer's Annual Minimum. Initially, the Customer Rate shall be equal to the rate set by the NTMWD Board of Directors for Member Cities ("Member City Rate") plus $0.05. Commencing at the beginning of FY 2029, the Customer Rate shall be made up of two tiers and a cap that include the Legacy Premium Component, Growth Premium Component, and Effective Premium Cap, as set forth below:

(i) "Legacy Premium Component": For that portion of Customer's Annual Minimum equal to its FY 2028 Annual Minimum plus 5% ("Legacy Volume"), the Customer Rate applied shall be the Member City Rate plus $0.05 ("Legacy Charge");

(ii) "Growth Premium Component": For that portion of the Customer's Annual Minimum greater than the Legacy Volume ("Growth Volume"), the Customer Rate applied shall be the Member City Rate plus 10% ("Growth Charge"); and

(iii) "Effective Premium Cap": For the purposes of this calculation, "Effective Rate" means the amount to be paid by Customer per 1,000 gallons resulting from calculation of the Legacy Premium Component and the Growth Premium Component. If the Customer's calculated Effective Rate exceeds more than 2.8% of the Member City Rate, the Customer Rate shall be adjusted to result in payment by Customer that equals the Member City Rate plus 2.8% (Effective Premium Rate"). After a Customer reaches the Effective Premium Rate, the Customer Rate cannot fall below the Effective Premium Rate.

Customer Rate calculation examples are included in **Exhibit A**.

(i) "Emergency Condition" means a condition that necessitates an expeditious delivery of water to prevent or combat imminent peril to the public health, safety, or welfare;

(j) "FY" means NTMWD's fiscal year which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by NTMWD.

(k) "Highest Historical Average" means the higher of (1) 2,065,019 gallons per day, that being 1/365 of the Annual Minimum as provided in Section 8 of this Contract at the Point(s) of Delivery, or (2) 1/365 of the highest annual amount of potable water delivered to the Customer at the Point(s) of Delivery in a Water Year during the term of this Contract. As defined below in Section 5, Point of Delivery No. 1 is abandoned, Point of Delivery No. 2 is allocated 60% of the Highest Historical Average, Point of Delivery No. 3 is allocated 40% of the Highest Historical Average;

(l) "Member City or Member Cities" means the Cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, Wylie, and any other city that may hereafter legally be annexed into the service area of NTMWD in accordance with Tex. Rev. Civ. Stat. Art. 8280-141;

(m) "NTMWD" means the North Texas Municipal Water District as defined in the preamble to this Contract;

(n) "Point(s) of Delivery" means the meter vault(s) at which water service is delivered by NTMWD to Customer at the location(s) specified in Section 5. The meter vault(s) and facilities upstream thereof shall be the sole responsibility of NTMWD, and facilities downstream thereof shall be the sole responsibility of the Customer except as otherwise provided herein by this Contract;

(o) "Regional Contract" means the "North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract," dated August 1, 1988, as amended, together with all similar contracts between NTMWD and contracting parties;

(p) "System" means, collectively, the existing system and the future improvements and water of NTMWD included as part of the System under the Regional Contract for projects, water storage, treatment, transmission and supply, including all dams, reservoirs, and other properties or interests therein wherever located. Said terms do not include any of NTMWD's facilities that provide wastewater treatment or disposal services, or solid waste disposal services, of any kind. Said terms do not include any facilities acquired or constructed by NTMWD with the proceeds from the issuance of "Special Facilities Bonds," which are payable from any source, contract, or revenues whatsoever, other than revenues from the System; and,

(q) "Water Year" means the period of August 1 of each calendar year through July 31 of the next following calendar year, or such other twelve (12) month period designated by NTMWD to all Member Cities and Customer Entities.

Section 2. DELIVERY OF WATER. NTMWD agrees to sell and to deliver potable water under this Contract to Customer at its Point(s) of Delivery as described in Section 5 hereof, and Customer agrees to take at its Point(s) of Delivery all water required for use by Customer during the term of this Contract, including all potable water for Customer's own use and for distribution to all customers served by Customer's water distribution system, or within Customer's existing certificated retail service area regulated by the Public Utility Commission of Texas ("PUCT"), or any successor agency. It is specifically provided, however, that after the Contract Date, Customer shall be required to enter into a new potable water supply contract with NTMWD to replace and supersede this Contract in its entirety prior to the Customer entering into, renewing, or amending with regard to volume of water to be supplied, any agreement to provide wholesale or retail potable water for use outside its boundaries, its extraterritorial jurisdiction, or its certificated retail service area. Customer shall not become a party to any contract for the sale of potable water that would violate or be inconsistent with the provisions of this Contract. NTMWD will use its best efforts to furnish and remain in a position to furnish potable water sufficient for all reasonable potable water requirements of Customer, but its obligation shall be limited to the amount of potable water available to it from the System during routine operation.

The Annual Maximum that NTMWD agrees to sell and deliver to Customer under this Contract at the Point(s) of Delivery shall be 1,000,000,000 gallons per year. If Customer exceeds the Annual Maximum for the Point(s) of Delivery during any Water Year, within sixty (60) days of such exceedance Customer agrees to commence negotiations with NTMWD for the execution of a new or an amended or restated contract.

Except as provided in Section 8(j), the maximum rate of delivery at the Point(s) of Delivery shall not exceed 2.2 times the Highest Historical Average supplied to Customer hereunder, which is consistent with the capabilities and abilities of NTMWD facilities, and it is understood that NTMWD may from time to time adjust the maximum rate of delivery to all Customer Entities on a reasonable, equitable and uniform basis.

Section 3. OTHER CONTRACTS. NTMWD reserves the right to supply potable water from the System to additional parties as determined by the Board of Directors of NTMWD.

Section 4. QUALITY. The water to be delivered by NTMWD and received by Customer shall be potable water. Customer has satisfied itself that such water will be suitable for its needs, but NTMWD is

obligated to treat such water so as to meet the standards of all State and Federal agencies having jurisdiction over water quality. NTMWD and Customer shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which water is obtained.

Section 5. POINT(S) OF DELIVERY. The Point(s) of Delivery for Customer, located on **Exhibit C** attached hereto, identifies the location of the Point(s) of Delivery, the associated pipelines named below, and the estimated percentage of the Annual Minimum Volume delivered to each of the Points of Delivery.

Point of Delivery No. 2 – A meter and tap located approximately at Country Club Road across from Creek View Lane, Lucas, Texas near the connection with the McKinney Parallel Phase 1 42-inch (42") conveyance line.

Point of Delivery No. 3 – A meter and tap located at McGarity Lane and near Maplewood Lane, Lucas, Texas near the connection with the APFM Project B Phase I 72-inch (72") conveyance line.

The parties agree that if the pipelines as depicted on Exhibit C are abandoned or relocated at the request of the Customer, the Customer shall pay all costs associated with the construction of a new Point of Delivery or connection to a different pipeline at the discretion of NTMWD, including any and all costs associated with furnishing the site of the new Point of Delivery as described in this section. NTMWD, in its sole discretion, may pay the costs associated with the construction of a new Point of Delivery.

Customer agrees to furnish the site at the Point(s) of Delivery and to construct and operate adequate water distribution, storage, and pump station facilities so that the maximum rate of delivery will not exceed 2.2 times the Highest Historical Average at the Point(s) of Delivery. Customer shall design and construct a separate vault for the Point(s) of Delivery. The vault will include the billing meter, control valve, and appropriate SCADA equipment. Customer shall also provide one level transmitter for the ground storage tank for NTMWD use and shall provide a separate air gap for the Point(s) of Delivery at the ground storage tank. At the request of the Customer, or upon NTMWD's own determination, NTMWD may install isolation valves associated with the Point(s) of Delivery. NTMWD may require Customer to bear all costs associated with such installation.

Customer shall provide to NTMWD all plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract and Customer shall not proceed with any construction or installation without NTMWD's prior written approval of such plans, which approval shall not be unreasonably withheld. Further, NTMWD shall have the right to inspect any and all facilities and equipment to ensure compliance with the NTMWD approved plans. Customer shall also perform and coordinate with NTMWD regarding any and all construction activities that involve the System. Customer shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all potable water delivered to it under this Contract. Regardless of NTMWD's approval of any Customer plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract, Customer is solely responsible for the sufficiency of design to receive volume(s) of water established pursuant to this Contract. Any construction from NTMWD's pipeline including the air gap must meet NTMWD standard specifications. Any change in the Point(s) of Delivery, including but not limited to a change in the type or size of meters, or size of tap, shall only be allowed if the Customer enters into a new or an amended and restated contract in accordance with Section 10, MODIFICATION. In NTMWD's sole discretion, NTMWD may waive the requirement for a new or an amended and restated contract for a change in the Point(s) of Delivery and allow such change through an amendment to this Contract.

Section 6. MEASURING EQUIPMENT. Customer shall furnish, and install at its own expense at, or near, the Point(s) of Delivery the necessary rate of flow equipment, of a standard type approved by NTMWD, for measuring properly in both low and high flow periods the quantity of potable water delivered under this Contract and such billing meter and other equipment so installed shall become the property of NTMWD. In its sole discretion, NTMWD may furnish, install, and/or replace at its own expense at, or near, the Point(s) of Delivery the necessary rate of flow equipment for measuring properly in both low and high flow periods the quantity of potable water delivered under this Contract and such billing meter and other equipment so installed shall remain the property of NTMWD. Customer shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be accomplished only by the employees or agents of NTMWD. For the purpose of this Contract, the original record or reading of the meter shall be the journal or other record book, including, but not limited to electronic databases, maintained by NTMWD in its office in which the records of the employees or agents of NTMWD who take the reading may be transcribed. Upon written request of Customer, NTMWD will provide a copy of such journal or record book, or permit it to have access to the same in the office of NTMWD during reasonable business hours.

Not more than once in any six (6) month time period, NTMWD shall test its billing meter if requested in writing by Customer to do so, in the presence of a representative of Customer, and the parties shall jointly observe any adjustments that are made to the billing meter in case any adjustments shall be necessary. If upon any test, the percentage of inaccuracy of any billing meter equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any billing meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such billing meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the billing meter or meters were registering accurately.

Customer may, at its option and its own expense, install and operate a check meter downstream of the Point(s) of Delivery to check each billing meter installed by NTMWD, but the measurement of water for the purpose of this Contract shall be solely by NTMWD's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of NTMWD.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for potable water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. The service to be performed under this Contract by NTMWD consists of the readiness of NTMWD to deliver to Customer upon its demand, water in accordance with the conditions, limitations, and provisions of this Contract.

In return for such service, Customer agrees to compensate NTMWD by payment of certain minimum annual sums of money, for each of which said sums NTMWD agrees, if required by Customer, to deliver all, or so much thereof as Customer may desire, of a certain corresponding volume of water, as follows:

(a) Customer will compensate NTMWD at the Customer Rate, as such Customer Rate is calculated on an annual basis by NTMWD in accordance with the provisions of this Contract, for an Annual Minimum of 753,732,000 gallons of water, regardless of whether said quantity is actually taken by Customer, and any water delivered in excess of the amount allowed for the Annual Minimum will also be purchased at the Customer Rate. The Annual Minimum Customer will be required to purchase at the above Customer Rate, shall be calculated annually for each ensuing year and such minimum amount shall be the value as calculated by using the same methodology as applied to the Member Cities or 753,732,000 gallons as set forth in **Exhibit D**; provided however, Customer cannot take more than 1,000,000,000 gallons per year as provided in Section 2 of this Contract, and Customer shall pay the Customer Rate for any water taken in excess of 1,000,000,000 gallons per year.

(b) If potable water must be rationed, such rationing shall, within the limits permitted by law, be accomplished by NTMWD on an equal basis of the relative actual total amount of all potable water taken by each Customer Entity, respectively, during the last preceding Annual Payment Period in which rationing among said Customer Entities was not necessary.

(c) The Annual Minimum as set forth herein shall be reviewed at the end of the first Annual Payment Period, and each year thereafter, and shall be re-determined by the Board of Directors of NTMWD at that time based upon the methodology set forth in **Exhibit D**.

(d) Payment of the Annual Payment shall be made each year by Customer to NTMWD in twelve (12) equal monthly installments, each of which shall be due and payable on or before the 10th day of the month following the service.

(e) It is further agreed that, in addition to the amounts required to be paid by Customer herein, if during any Water Year Customer uses System treated water in excess of the Annual Minimum for the Annual Payment Period that commenced during such Water Year up to the Annual Maximum allowed in Section 8(a) or in excess of the Annual Maximum allowed in Section 8(a), then Customer shall pay for such excess water in accordance with the provisions of Section 8(a). Excess water charges shall be billed by NTMWD to Customer as soon as practicable after the end of such Water Year and shall be paid to NTMWD as soon as practicable thereafter, and in all events prior to the beginning of the next Annual Payment Period.

(f) Liability for making payments, as herein set forth, shall commence on the date of the first tender of delivery of water to Customer by NTMWD at the Point(s) of Delivery.

(g) In the event that Customer shall fail to make any such monthly payment or Annual Payment within the time herein in this section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, and unless otherwise prohibited by law, NTMWD may at its option discontinue delivery of water to Customer upon reasonable notice to Customer until the amount due NTMWD is paid in full with interest as herein specified.

(h) If Customer takes an amount of water above the authorized amount or authorized rate of delivery allowed by NTMWD's water conservation plan and drought contingency plan, as

may be amended from time to time, NTMWD may require the Customer to pay three (3) times the Customer Rate for water taken in excess of the authorized amount or authorized rate of delivery under either plan. NTMWD shall provide 14 day written notice upon the first observed exceedance in a Fiscal Year before the imposition of such surcharge.

(i) Any time Customer exceeds the maximum rate of delivery of 2.2 times the Highest Historical Average at the Point(s) of Delivery as determined by the NTMWD, Customer shall pay three (3) times the Customer Rate for such water. NTMWD shall provide 14 day written notice upon the first observed exceedance in a Fiscal Year before the imposition of such surcharge.

(j) In the event of an Emergency Condition, as that term is defined herein, NTMWD may, in its sole discretion, waive the increased rate in Section 8(i) for exceedance of the maximum rate of delivery of 2.2 times the Highest Historical Average for the Point(s) of Delivery. This waiver shall apply for a 48-hour period, after which such waiver shall terminate. In its sole discretion, NTMWD may extend the waiver for additional 48-hour periods, if NTMWD determines that an extension of the waiver is warranted.

NTMWD, at its sole discretion and at any time, may deliver water to Customer at a delivery rate greater than 2.2 times the Highest Historical Average for the purpose of (i) minimizing or managing energy costs (e.g. 4 Coincident Peak (4CP), minimizing pump starts and/or stops, etc.); or (ii) managing hydraulic constraints in the System. In the event NTMWD exercises either of these options, Customer shall pay only the Customer Rate for water received. Additionally, if NTMWD does not have infrastructure installed with the capability of limiting the delivery rate of water to 2.2 times the Highest Historical Average, or such infrastructure is inoperable, Customer shall pay the Water Rate for water received from NTMWD.

Section 9. TERM OF CONTRACT. This Contract shall commence on the Contract Date and shall continue for a term of twenty (20) years following the Contract Date.

Section 10. MODIFICATION. This Contract may be changed or modified only by written agreement of the parties and only after having obtained approval from the governing bodies of both NTMWD and Customer. No change or modification shall be made to this Contract which will affect adversely the prompt payment when due of all monies required to be paid by Customer under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Customer to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics (including pandemics), landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. INSURANCE. NTMWD agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance for purposes and in amounts which, as determined by NTMWD, ordinarily would be carried by a privately-owned utility company owning and operating such facilities, except that NTMWD shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of NTMWD's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. All premiums for such insurance shall constitute just and reasonable operation and maintenance expense. The insurance coverage referenced herein does not extend to any facility owned by Customer.

Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.

Section 14. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail, addressed to the party to be notified and sent via first-class mail and by certified mail/return-receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail in the manners hereinabove described shall be deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to NTMWD, to:

Executive Director
North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098

If to Customer, to:

City Manager
City of Lucas
665 Country Club Road
Lucas, TX 75002

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

Section 15. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity,

unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 16. VENUE. All amounts due under this Contract including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Collin County, Texas, which is the County in which the principal administrative offices of NTMWD are located. It is specifically agreed among the parties to this Contract that Collin County, Texas, is a principal place of performance of this Contract.

Section 17. OPERATING CONDITIONS AND PROVISIONS.

(a) Operation and Maintenance of System. NTMWD will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense.

(b) Title to Water; Indemnification. NTMWD shall retain title to all water supplied to Customer up to the Point(s) of Delivery, at which point title to such water shall pass to Customer. NTMWD and Customer shall save and hold each other harmless from all claims, demands, and causes of action that may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party. As between the parties, Customer shall have the first right to use all effluent produced from any wastewater treatment plant that treats the wastewater resulting from the use of the water made available under this Contract for direct reuse, but solely for its own purposes, and not for sale to, or use by, any customer of the Customer. To the extent that effluent produced by a wastewater treatment plant that treats the wastewater resulting from the use of water made available under this Contract is discharged to water courses of the State, the right of Customer to reuse such effluent produced from such wastewater treatment is terminated, and NTMWD shall have the right, as between the parties, pursuant to any necessary authorization of the State, to indirectly reuse said effluent. Customer shall ensure via any wholesale contract with a subsequent customer, entered into after the Contract Date, to maintain NTMWD's right to indirectly reuse treated effluent, the underlying source of which is water from NTMWD made available under this Contract.

(c) Operating Expenses of Customer. Customer represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary operating expenses of its system and that all such payments will be made from the revenues of its system. Customer represents and has determined that the potable water supply to be obtained from the System is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of potable water. Accordingly, all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expenses of its respective system as described above, with the effect that the obligation to make such payments from revenues of such system shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by Customer.

(d) Customer's Rate for Waterworks System. Customer agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract; and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding and to file appropriate financial reports related to the Customer's system including annual audits.

(e) Equity. Customer acknowledges that it will accrue no equity or any other interest in the System or any other assets of NTMWD as a result of payment or other performance pursuant to this Contract.

Section 18. WATER CONSERVATION. Customer acknowledges that as a regional wholesale supplier, NTMWD is subject to regulatory and legal requirements regarding the promotion of water conservation and drought contingency planning for the System that allow it to make a water supply available to Customer. NTMWD's water conservation and drought contingency program is developed in adherence with TCEQ public participation requirements and in consultation with other area regional providers to promote consistency throughout the North Texas region. Customer agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, the rules of the TCEQ and any ordinance or policy related to water conservation and/or drought management proposed by the Board of Directors of NTMWD consistent with the above-described regional planning effort. NTMWD's obligations pursuant to this Contract shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and required or approved by the TCEQ, the Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, Customer shall submit its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval, and Customer agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by NTMWD in order to comply with requirements of NTMWD's water conservation plan and drought contingency plan, program and/or rules as described in this Section. Customer shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to NTMWD for review and approval.

NTMWD has adopted a water conservation plan and a drought contingency plan, and may amend both from time to time.

If Customer fails to implement NTMWD's and its own drought contingency plan when trigger conditions occur, NTMWD may implement rationing and collect the rate for water withdrawn as provided in Section 8(h) of this Contract, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when Customer is not in compliance with NTMWD's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy Customer's demand if Customer was operating in compliance with both NTMWD's and Customer's drought contingency plans.

If NTMWD authorizes Customer to resell water from the System pursuant to the conditions included herein, Customer shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with NTMWD's and Customer's water conservation plans, measures, programs, and/or rules.

Section 19. DEMAND ASSESSMENT. The location of the Point(s) of Delivery and any quantity set forth in this Contract are intended to meet the water needs of Customer. The needs of Customer are independently determined by Customer, and NTMWD has conducted no independent evaluation of the Customer's water system.

Section 20. SOLE AGREEMENT. This Contract constitutes the sole and only agreement of Customer and NTMWD and supersedes any prior understanding or oral or written agreements between Customer and NTMWD with respect to the subject matter of this Contract.

Section 21. NO THIRD PARTY BENEFICIARIES. This Contract shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and NTMWD shall not be construed to be responsible for Customer's contracts or commitments by virtue of this Contract or any provision contained herein.

Section 22. WAIVER. Failure to enforce or the waiver of any provision of the Contract or any breach or nonperformance by the Customer or NTMWD shall not be deemed a waiver by the Customer or NTMWD of the right in the future to demand strict compliance and performance of any provision of this Contract.

Section 23. DISPUTES OTHER THAN RATE OR FEE DISPUTES; ABATEMENT. In accordance with the provisions of Subchapter I, Chapter 271, Texas Local Government Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Contract, the parties will first attempt to resolve the dispute as provided as follows:

(a) The dissatisfied party shall deliver a written notice substantially describing the nature of the dispute to the other party, requesting the other party to deliver a written response within ten (10) business days after receipt of the notice of dispute;

(b) If the response does not, in the opinion of the dissatisfied party, reasonably resolve the dispute, the dissatisfied party shall notify the other party in writing. Each party shall then appoint a person having authority over the activities of the respective parties who shall promptly meet, in person or via a virtual meeting, in an effort to resolve the dispute; and

(c) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person or via a virtual meeting, in an effort to resolve the dispute.

Any lawsuit filed prior to performing these steps shall be abated pending completion of this dispute resolution process. This section shall not apply to any disputes regarding rates or fees NTMWD charges Customer. The provisions of this section are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

Section 24. RATE OR FEE DISPUTES. Customer agrees that, as a condition precedent to instituting any lawsuit or other proceeding arising from a rate or fee dispute (including any other charges NTMWD may assess) under this Contract, Customer shall first attempt to resolve the dispute as provided as follows:

(a) Customer shall deliver a written notice substantially describing the nature of and reasons for the dispute to NTMWD;

(b) NTMWD shall respond to the dispute notification in writing within ten (10) business days after receipt of the notice of dispute;

The provisions of this section are a condition precedent to the filing of any other action or complaint with any regulatory authority, governing body, or state or federal court.

Section 25. TERMINATION AND MATERIAL BREACH. Any material breach of the duties or obligations of this Contract, or failure to faithfully keep and perform any of the terms, conditions and provision hereof shall be subject to the remedies provided in Section 26, including but not limited to termination. The non-breaching party shall provide the breaching party ninety (90) days written notice of its intention to terminate this Contract if the breaching party fails to cure the material breach. The written notice shall include a reasonable description of the breach. If the Customer is the breaching party, and fails or refuses to cure the breach, then NTMWD shall have the right, with five (5) years advance written additional notice to Customer and without any liability whatsoever on the part of NTMWD, to declare the Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Customer pursuant to this Contract shall cease and terminate and Customer shall make no claim of any kind whatsoever against NTMWD, its agents or representatives, by reason of such termination or any act incident thereto. In any event, the non-breaching party shall advise the alleged breaching party in writing immediately upon acceptance of the cure of any default. The following shall, without limitation, be considered to be a material breach:

(a) Customer's failure to adopt and enforce reasonable policies or standards related to the System necessary to enforce any applicable NTMWD policies related to the protection and operation of the System for the benefit of all Members and Customers, contractual requirements, or any applicable state or federal laws or regulations;

(b) Customer's failure to pay any bill, charge or fee as provided for in this Contract;

(c) Customer's failure to provide NTMWD ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility; and

(d) NTMWD's failure to timely provide water to Customer in an amount sufficient to serve existing customers of the Customer, up to the Annual Maximum set forth in Sections 2 and 8.

Section 26. REMEDIES. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies, including termination as provided in Section 25, existing at law or in equity may be availed of by any party hereto and shall be cumulative.

Section 27. INDEMNITY. TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND NTMWD, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING CLAIMS, DEMANDS, DAMAGES, LIENS, ACTIONS OR CAUSES OF ACTION, TOGETHER WITH ANY AND ALL LOSSES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING THE DELIVERY OF WATER UNDER THIS CONTRACT, CAUSED BY OR RESULTING FROM THE WILLFUL MISCONDUCT AND/OR GROSSLY NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF CUSTOMER, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

TO THE EXTENT ALLOWED BY LAW NTMWD AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING CLAIMS, DEMANDS, DAMAGES, LIENS, ACTIONS OR CAUSES OF ACTION, TOGETHER WITH ANY AND ALL LOSSES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING THE DELIVERY OF WATER UNDER THIS CONTRACT, CAUSED BY OR RESULTING FROM THE WILLFUL MISCONDUCT AND/OR GROSSLY NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF NTMWD, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

Section 28. ASSIGNMENT. Customer shall not assign this Contract or any of its rights hereunder without first obtaining the express prior written consent of NTMWD.

Section 29. RECITALS AND EXHIBITS INCORPORATED. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes. The exhibits include:

Exhibit A – Customer Rate Premium Methodology Examples

Exhibit B – Current Wholesale Customers (not applicable to this Contract)

Exhibit C – Points of Delivery

Exhibit D – Explanation of Annual Minimum Calculation

Section 30. SPECIAL CONDITIONS. If Customer's construction of the of metering facilities and control equipment necessary to utilize the Point of Delivery is not complete within 3 years from the Contract Date, the provisions of this Contract shall terminate and be of no further force or effect unless such deadline is extended by written approval of NTMWD. Notwithstanding the foregoing, so long as the Customer has commenced the construction of the metering facilities and control equipment necessary to utilize the Point of Delivery and is making a good faith effort to complete such construction, this deadline will be extended by NTMWD to allow the Customer to complete the construction.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Contract Date.

(*Signatures on following pages*)

CITY OF LUCAS

By: _____ _____

John Whitsell, City Manager Date _____

ATTEST:

_____

Toshia Kimball, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____, _____ of City of Lucas, Texas a political subdivision of the State of Texas, on behalf of said political subdivision.

_____

Notary Public, State of Texas
Printed Name of Notary:

_____

My Commission Expires: _____

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____ _____
David Hollifield, President Date

ATTEST:

_____
Keith Stephens, Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this _____ day of _____, 2026, by David Hollifield, President of the Board of Directors of North Texas Municipal Water District, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

_____
Notary Public, State of Texas
Printed Name of Notary:

_____

My Commission Expires: _____

EXHIBIT A

Customer Rate Premium Methodology Examples

Annually, District staff will calculate the Customer Rate for each Customer, beginning in FY29, as follows

1. Calculate Annual Minimum Volume using Rolling Average Methodology (See Exhibit D)
2. Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume
3. Apply Member City Rate + $0.05 to Legacy Volume to calculate Legacy Charges. If Annual Minimum Volume is less than Legacy Volume, only apply Member Rate + 5-cents to Annual Minimum Volume.
4. Apply Member City Rate +10% to Growth Volume to calculate Growth Charges
5. Calculate the Customer's Effective Premium Rate
6. If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete
7. If the Effective Premium Rate is greater than 2.8%, recalculate charges (Member City Rate + 2.8%) * Annual Minimum Volume

Example 1

- Customer's Legacy Volume (1,000 gallons) = 1,716
- Customer's FY30 Annual Minimum Volume (1,000 gallons) = 1,599
- FY30 Projected Member City Rate = $6.45/1,000 gallons

	Step	Calculation	Result
1	Calculate Annual Minimum Volume using Rolling Average Methodology		1,599
2	Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume	1,599<1,716	Annual Minimum Volume is less than Legacy Volume, no Growth Volume
3	Apply Member City Rate + $0.05 to Legacy Volume (or Annual Minimum Volume if less than Legacy Volume)	($6.45+0.05) *1,599	$10,394 Legacy Charges ($80 premium)
4	Apply Member City Rate +10% to Growth Volume	0	No Growth Charges
5	Calculate the Customer's Effective Premium Rate	$0.05/$6.45=1%	Effective premium is $0.05 and 1% of Member City Rate
6	If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete	Yes – 1%< 2.8%	Calculation Complete – Customer pays $10,394 ($80 premium)
7	Not Applicable to Example 1		

Example 2

- Legacy Volume (1,000 gallons) = 2,174 gallons
- FY30 Annual Minimum Volume (1,000 gallons) = 2,338
- FY30 Projected Member City Rate = $6.45/1000 Gallons

	Step	Calculation	Result
1	Calculate Annual Minimum Volume using Rolling Average Methodology		2,338
2	Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume	2,338> 2,174 -> 2,338-2,174	Growth Volume = 164
3	Apply Member City Rate + $0.05 to Legacy Volume (or Annual Minimum Volume if less than Legacy)	($6.45+.05) * 2,174	$14,131 ($109 premium)
4	Apply Member City Rate +10% to Growth Volume	($6.45*1.1)*164	$1,164 ($106 premium)
5	Calculate the Customer's Effective Premium Rate	($215/2,338)=$.09 $0.09/$6.45=1.4%	Effective Premium is $0.09/1,000 gallons and 1.4% of Member City Rate
6	If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete	Yes –1.4% < 2.8%	Calculation complete – Customer pays $15,295 ($215 premium)
7	Not Applicable to Example 2		

Example 3

- Legacy Volume (1,000 gallons) = 2,174 gallons
- FY30 Annual Minimum Volume (1,000 gallons) = 4,000
- FY30 Projected Member City Rate = $6.45/1000 Gallons

	Step	Calculation	Result
1	Calculate Annual Minimum Volume using Rolling Average Methodology		4,000
2	Compare Annual Minimum Volume to Legacy Volume to determine Growth Volume	4,000> 2,174 -> 4,000-2,174	Growth Volume = 1,826
3	Apply Member City Rate + $0.05 to Legacy Volume (or Annual Minimum Volume if less than Legacy)	($6.45+.05) * 2,174	$14,131 ($109 premium)
4	Apply Member City Rate +10% to Growth Volume	($6.45*1.1)*1,826	$12,955 ($1,178 premium)
5	Calculate the Customer's Effective Premium Rate	($1,287/4,000)=$0.32 $0.32/$6.45=5%	Effective Premium is $0.32/1000 gallons and 5% of Member City Rate
6	If the Effective Premium Rate is less than or equal to 2.8%, calculation is complete	No - Effective Premium 5% > 2.8%	Recalculate
7	If the Effective Premium Rate is greater than 2.8%, recalculate charges at (Member Rate + 2.8%) * Annual Minimum Volume	($6.45*1.028)*4,000	Customer pays $26,522 ($722 premium)

Note: Once Customer reaches the 2.8% Effective Premium Cap, all volumes will be charged the Member City Rate + 2.8%

EXHIBIT B

CURRENT WHOLESALE CUSTOMERS

EXHIBIT C

POINTS OF DELIVERY



NORTH TEXAS MUNICIPAL WATER DISTRICT

City of Lucas No. 2 Delivery Point



NORTH TEXAS MUNICIPAL WATER DISTRICT

City of Lucas No. 3 Delivery Point

N

EXHIBIT D

EXPLANATION OF ANNUAL MINIMUM CALCULATION

The following is an explanation of the how the method for calculating Customer's Annual Minimum will follow the same method currently used for Member Cities as outlined in the First Amendment to North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract.

Method	**Timeframe**
Natural Drawdown	October 1, 2020 – September 30,2028
Phase-in to 5 Year Rolling Averages	October 1, 2028 – September 30, 2032
5 Year Rolling Averages	October 1, 2032 and forward

Natural Drawdown Method

- This method provides a reduction in the upcoming year's Annual Minimum to any entity that is under its current year Annual Minimum. One-third of the excess usage is reduced on a pro-rata basis from those entities' current Annual Minimum. The proration is based on each entity's percent of the total under usage.
- An Annual Minimum cannot be reduced below prior year's actual volume.
- An entity establishing a new annual minimum by contract may not be eligible to participate, depending on contract terms.

Example on following page.

Natural Drawdown Example

Step 1: Calculate the Excess Usage and Drawdown Volume Amount

- Sum the actual usage amounts for Entities that exceed the annual minimums – Column E's Total = 90 Gallons
- The Drawdown to be allocated is one-third of the Excess Usage [90/3 = 30 Gallons]

	A	B	C=B-A	D	E
	Current Year's Annual Minimum	**Actual Usage**	**Excess/ (Under)**	**Under Usage**	**Excess Usage**
Entity A	150.0	140.0	(10.0)	(10.0)	
Entity B	120.0	190.0	70.0		70.0
Entity C	30.0	50.0	20.0		20.0
Entity D	80.0	60.0	(20.0)	(20.0)	
Entity E	340.0	300.0	(40.0)	(40.0)	
Total	**720.0**	**740.0**	**20.0**	**(70.0)**	**90.0**

Step 2: Allocate the Drawdown Volume to the Eligible Entities

- Reduce the Annual Minimums by the 30 Drawdown gallons to Entities A, D, and E proportionately to calculate the next year's Annual Minimums. Entities B and C are not eligible to receive a drawdown due to being over their Annual Minimum.

	A	B	C=B-A	D		E	F = %D * 30	G = A + F
	Current Year's Annual Minimum	**Actual Usage**	**Excess/ (Under)**	**Under Usage**		**Excess Usage**	**Drawdown (1/3rd of Over Usage)**	**Next Year's Annual Minimum**
Entity A	150.0	140.0	(10.0)	(10.0)	14%		(4.3)	145.7
Entity B	120.0	190.0	70.0			70.0		190.0
Entity C	30.0	50.0	20.0			20.0		50.0
Entity D	80.0	60.0	(20.0)	(20.0)	29%		(8.6)	71.4
Entity E	340.0	300.0	(40.0)	(40.0)	57%		(17.1)	322.9
Total	**720.0**	**740.0**	**20.0**	**(70.0)**	**100%**	**90.0**	**(30.0)**	**780.0**

Rolling Averages

The phase in of Rolling Averages begins on October 1, 2028 (FY28-29). Each of the phase in years is an average of a combination of FY28 Annual Minimums and Actual Water Year Usage. The schedule is below.

Year	Annual Minimum Volume - 5 Year Average Comprised of	
	Actual Usage	**FY28 Annual Minimums**
Year 1 - FY28-29	WY 28	WY28 * 4
Year 2 - FY29-30	WY28, WY29	WY28 * 3
Year 3 - FY30-31	WY28, WY29, WY30	WY28 * 2
Year 4 - FY31-32	WY28, WY29, WY30, WY31	WY28
Year 5 – FY32-33	WY28, WY29, WY30, WY31, WY32	

WY=Water Year August 1 – July 31. The Water Year is the 12-month period that the volume calculation applies to.

All years following FY32-33 shall be composed of the average of the previous 5 Water Years' actual usage.

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Patrick Hubbard, CIP Manager
Jeremy Bogle, Public Works Director

Agenda Item Request:

Discuss upcoming grant opportunities following from the Water Supply and Implementation Grants Implementation Plan administered by the Texas Water Development Board (TWDB) and provide direction to the City Manager.

Background Information:

The Texas Legislature appropriated $1.038 billion in funds for infrastructure projects to be administered through the Texas Water Development Board (TWDB). The TWDB is developing a program for these funds and has released initial guidance on their distribution. This will be a one time opportunity for the city to receive financial support for a project through this upcoming program and staff would like to begin preparing for this grant application in advance of the release of a formal Notice of Funding Opportunity (NOFO) or other notification of a grant application.

Guidance for the program specifies favorable scoring for projects that are construction ready and that add system capacity. For this reason, staff are recommending that the 1 Million Gallon Ground Storage Tank at the McGarity Pump Station be used as the city's proposed project.

Entities are only permitted to make one submittal and the maximum award is $5 Million.

Attachments/Supporting Documentation:

1. Water Supply and Implementation Grants Implementation Plan Information Sheet

Budget/Financial Impact:

The maximum award available under the forthcoming program is $5 Million. This would cover all of the projected cost of the 1 Million Gallon Ground Storage Tank at the McGarity Pump Station, but partial funding is also a possibility.

Recommendation:

NA

Motion:

NA

Public Comment Period: Water Supply and Infrastructure Grants Implementation Plan

Comment period ends February 4, 2026

House Bill 500, passed during the 89th Legislative Session, appropriated $1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board (TWDB).

The period of public review and comment on the plan begins January 5, 2026, and ends February 4, 2026. If you wish to provide comments to the TWDB concerning the implementation plan, you may use the following options:

1. Complete and submit the Online Public Comment Form; or
2. Email comments to WSI_grants@twdb.texas.gov

A public meeting will also be held via webinar on January 20, 2026, at 9:30 a.m.

To stay informed and get involved, we invite you to join our General Information mailing list, visit our website, and follow our social media channels (Facebook, X, Instagram, YouTube, LinkedIn) for updates and opportunities to engage with TWDB throughout this process.

BACKGROUND

This is a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply or water infrastructure projects. Once this initial appropriation is provided to communities by August 31, 2027, the TWDB will no longer have these grant funds available to provide as financial assistance.

HB 500 from the 89th Texas Legislative Session appropriated $1,038,000,000 from the general revenue fund to the TWDB but did not specify that the money was appropriated to a specific fund, which resulted as a deposit of the appropriated money into TWDB's general revenue fund. Additionally, the appropriation language did not provide authority for the TWDB to transfer that money into another TWDB fund or account. Therefore, the money must be provided for the stated purposes directly from TWDB's general revenue fund and not through an established financial assistance program.

Further, the purpose for the appropriation was stated in the HB 500 legislation as "water infrastructure and supply projects and grants as determined by the board." As the language is specific to water infrastructure and supply, the plan excludes wastewater and flood projects.

Additionally, water supply corporations (WSCs) will not be eligible for funding as the Texas Constitution prohibits granting public funds (1) for private purposes and (2) to "individuals" when the grant is not provided for in pre-existing law (Tex. Const., Art. III, §§ 51 and 44). Art. III, § 51 can be met for all of TWDB's usual customers even when money is appropriated for general revenue grants that do not flow through an existing program, but Art. III, § 44 prevents TWDB's private entity customers, such as (water supply corporations (WSCs) and investor-owned utilities, from receiving a general revenue grant. Section 51's public purpose test is met by the typical projects funded by TWDB to typical governmental entities because (1) the grant is designed to accomplish a public purpose, not to benefit private parties; (2) TWDB will retain control over the funds to ensure the public purpose is accomplished and to protect the public's investment; and (3) the state receives a return benefit. Section 44's prohibition on grants to individuals without preexisting law would prohibit the use of these funds to provide a grant to WSCs because they are considered "individuals" under the provisions and no preexisting law authorizes the grant of these funds to WSCs. TWDB's existing financial assistance programs are governed by statutes that clearly provide financial assistance to non-profit WSCs (*see* e.g., Tex. Water Code § 15.001(5)). Section 44 would not prohibit general revenue grants to cities, counties, or other governmental entities because they are not "individuals" within the meaning of that section of the Constitution.

Additionally, the TWDB will provide this funding in the form of a 100 percent grant because HB 500 does not provide authorization for the TWDB to use the funding to leverage bonds; therefore, the appropriation does not create a benefit to providing the funding in the form of a loan. The Constitution generally prohibits all state debt, except as otherwise authorized by the Constitution (Tex. Const., Art. III, § 49). More specifically, the TWDB's authority to issue bonds must be "authorized by constitutional amendment or a debt proposition" (Tex. Const., Art. III, § 49-c). The TWDB's authority to issue both revenue and general obligation bonds is specifically authorized in the Constitution. Constitutional provisions applicable to the TWDB can be found at Texas Constitution, Article III, §§ 49-c – 49-d-16. Each of those authorizations is specific to particular programs or accounts of the TWDB. The Constitution and statute provide clear and prescriptive language on where bond proceeds may be deposited and transferred, and how money may be deposited and transferred to pay debt service on those bonds. The TWDB does not have any applicable language in the appropriation from HB 500, existing statute, or existing constitutional provisions to leverage this appropriation with bonds or use this appropriation to pay debt service.

Because these funds were deposited into the TWDB's general revenue fund, they may not be transferred into an existing account to be used to leverage additional funding through TWDB-issued bonds in an existing program. Without statutory direction otherwise, loan repayments must be deposited into the account from which they originated. If loan repayments were deposited back into the general revenue fund, the TWDB would not have authority to then use those funds again without additional appropriation from the Texas Legislature, and they would revert to the State Treasury. From the TWDB's perspective, any loans provided from this funding would effectively be "grants that require repayment" and

would lack the benefit of a revolving corpus to justify the extra level of financial review necessary to confirm a borrower's ability to repay a loan. Based on these circumstances, there would be no benefit to the State or the local entities receiving funding to provide this funding in the form of a loan. Additionally, the language of HB 500 only speaks to grants, thereby not providing clear legal authority to require repayment.

KEY ISSUES

- Funds cannot be transferred to existing TWDB funding program accounts.
- Only political subdivisions, namely local governments, are eligible; therefore, Water Supply Corporations and Investor-Owned Utilities are not eligible entities.
- Funds must be committed and closed prior to August 31, 2027.
- Funding is designated for water infrastructure and supply projects only, including reuse, (e.g., addresses real or apparent water loss, or TCEQ violations, or upgrading or replacing water systems).
- Drainage, flood control, and wastewater projects are not eligible.
- Implementation is subject to the Texas Grant Management Standards, Chapter 783 of the Texas Government Code.
- Projects must be consistent with the 2027 State Water Plan.
- Applicants must be current in their audited financial statements. For a funding application to be considered complete and eligible, it must include a 2025 fiscal year-end financial audit that has been adopted by the applicant's governing body.
- The Water Supply and Infrastructure Grant funding will not flow through any of TWDB's existing funding programs; therefore, most policies and requirements that apply per statute or rule to the existing programs will not apply to this funding.
    - TWDB will not issue environmental findings for these projects. However, TWDB will require an affidavit certifying compliance with all applicable local, state, and federal regulations and completion of any coordination and/or permitting required to ensure compliance with the Endangered Species Act of 1973, as amended; Section 404 of the Clean Water Act; Section 10 of the Rivers and Harbors Act of 1899; the Migratory Bird Treaty Act; Texas Antiquities Code; Texas Parks and Wildlife Code; Edwards Aquifer Rules; and any other applicable state, federal, and local regulations.
        - For ready-to-proceed projects, TWDB will require an affidavit of self-certification that any permitting or coordination required by applicable local, state, or federal regulations has been completed
        - For projects receiving PAD funding, TWDB will require the affidavit of self-certification along with the backup documentation during the planning phase.
    - US Iron & Steel provisions apply. Texas Government Code Chapter 2252, Subchapter G
    - Conveyance coordination requirements apply. Texas Water Code Chapter 6, Subchapter H
- Subject to requirements for:
    - Water conservation plan (Texas Water Code §§ 16.402 and 16.4021; 31 Texas Administrative Code (TAC) § 363.15)
    - Water use survey (Texas Water Code § 16.012(m); 31 TAC § 358.5)
    - Water loss audit (Texas Water Code § 16.0121; 31 TAC § 358.6) and
    - Water loss validation (Texas Water Code §§ 16.0121 and 16.0122; 31 TAC § 358.6)

RECOMMENDATION

1. Limiting one application per entity to expedite the review process and encourage entities to prioritize system needs.

2. Limiting funding eligibility.

   Entities with population of 150,000 or less
   a. May request planning, acquisition, design, or construction.
   b. If only construction is requested, the project must be ready to proceed: all environmental coordination, acquisition of 100 percent of all required water rights, land and easements, design (plans and specifications with design report), and permitting must be completed.
   c. Reimbursement of previously incurred costs for the project will only be considered if they were incurred on or after June 22, 2025.

   Entities with population of 150,001 or greater
   a. May only request construction funding.
   b. The project must be ready to proceed: all environmental coordination, acquisition of 100 percent of all required land and easements, design (plans and specifications with design report), and all permitting must be completed.
   c. Reimbursement of previously incurred costs for the project will not be eligible.

3. If a project previously received a funding commitment from a TWDB funding program (except for unclosed SWIFT commitments slated to close in 2027 or later), these grant funds may not be used for the same activities that previously received funding commitments. However, if a project previously received funding commitments for only planning, acquisition, or design, the project is eligible to receive funding from these grants for construction.

4. If a project has an active application with the TWDB, the processing of those non-Water Supply and Infrastructure Grant applications may be postponed, allowing entities to pursue the most advantageous funding opportunity.

5. Allocation of the available funding. This allocation is based on the average requested funding within the State Fiscal Year 2026 Drinking Water State Revolving Fund Intended Use Plan.

Service area population size	**Less than 10,000**	**10,001-150,000**	**150,001-1 million**	**Greater than 1 million**	**Total**
Funding Cap per project (TBD)	$5 Million	$15 Million	$25 Million	$40 Million	
Total funding target	$71Million	$142 Million	$181 Million	$400 Million	$794 Million
Canal lining/conversion projects	$100 Million for match funding for North American Development Bank projects				$894 Million

- To address canal lining and conversion projects, $100 million is proposed to be allocated for joint funding efforts with the North American Development Bank's Water Resiliency Program, which is geared at expediting water needs along the border. Water Supply and Infrastructure grants funds would be 50% of the proposed project costs for eligible projects. Additional information regarding the Water Resiliency Program can be found at https://nadbank.org/solutions-and-services/water-resiliency-fund

- $131 million remains unallocated pending receipt of applications at which time the Board could review submitted needs and allocate at that time.

- $13 million is reserved for administrative costs as authorized in Senate Bill 1.

6. A simplified project prioritization for allocating available funding. This criteria list is intended to simplify and expedite the ranking process.

Criteria	Points Calculation	Points
Retail Water Providers: Service Area's Annual Median Household Income (AMHI) (if using a TWDB-approved socioeconomic survey; the AMHI will be inflation adjusted)	(76,292 ÷ AMHI) x 10	Result
Wholesale Water Providers: Total population (POP) served by Retail Water Providers that purchase wholesale from applicant as listed in TCEQ's Drinking Water Viewer.	(100,000 ÷ POP) x 10	Result
For projects with populations under 150,000: Projects that are deemed ready to proceed.		10 points
Tiebreaker: Preference given to the community that has never or has the greater amount of time since it last received financial assistance from the TWDB.		

7. Land/easements acquisition to be limited to small entities requesting pre-design funding. All required land and easements must already be acquired for a project to qualify as ready to proceed.

8. For ready-to-proceed projects, TWDB will not review planning documents.

9. TWDB will rely on TCEQ design approval for ready-to-proceed projects. TWDB will need to review Plans and Specifications to ensure these requirements are met:
    a. US Iron & Steel
    b. Performance bonds
    c. Retainage

10. The TWDB will issue a Certificate of Approval prior to authorization of release of final retainage ensuring the funds have been utilized in accordance with the committed project.

11. The TWDB will develop a financial assistance application specific to Water Supply and Infrastructure Grants.

Failure to submit any of the required information at the time the application is submitted will disqualify the application from the selection process. Questions can be directed to the TWDB, and a pre-application webinar will be held and posted to the TWDB website.

IMPLEMENTATION TIMELINE

December 17, 2025	Work session to discuss implementation plan.
January 5, 2026	30-day public comment period opens.
January 20, 2026	Public Meeting Webinar
February 4,2026	Comment period closes
March 2026	Solicitation of applications opens for 120 days.
July 2026	Applications due
Fall 2026	Commitments
Winter 2026-Summer 2027	Closings

LEGAL/SPECIAL CONDITIONS

- Entities must submit, with their financial assistance application, a resolution from their governing body requesting financial assistance.
- Entities must submit with their financial assistance application, an application affidavit.

Attachments:

1. HB 500, Section 6.02, 89th legislative session
2. Side by Side Financial Assistance Comparison
3. Financial Assistance Comparison Timeline
4. Proposed Requirements for Water Supply and Infrastructure Grants
5. Water Supply and Infrastructure Grants- Project Prioritization Criteria

HB 500, 89th Legislative Session (excerpt Section 6.02)

SECTION 6.02. WATER DEVELOPMENT BOARD: WATER INFRASTRUCTURE AND SUPPLY.

(a) The amount of $1,038,000,000 is appropriated from the general revenue fund to the Water Development Board for the two-year period beginning on the effective date of this Act to be used for water infrastructure and supply projects and grants as determined by the board.

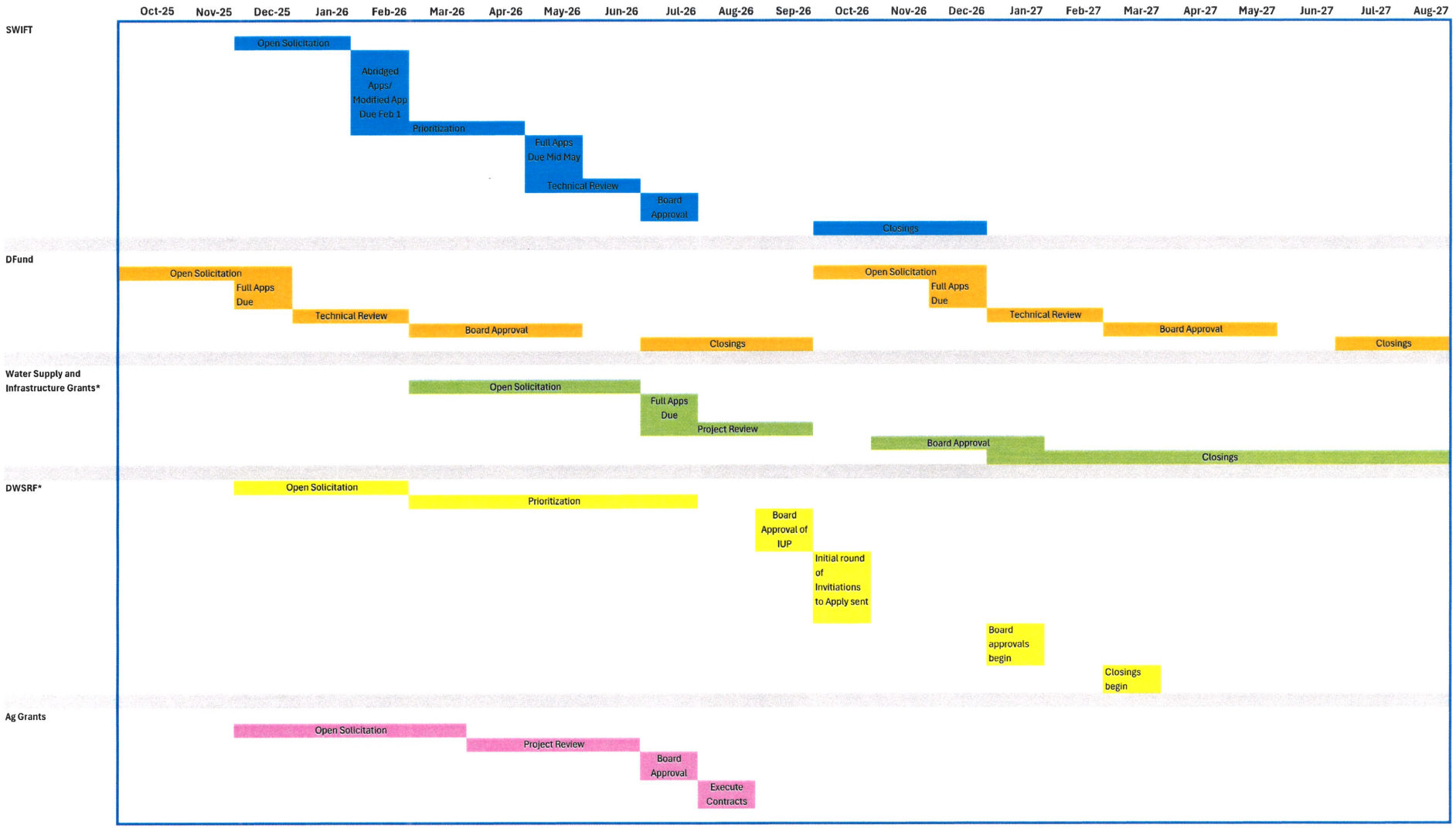
(b) The amount of $881,000,000 is appropriated from the Texas water fund to the Water Development Board as provided by Section 49-d-16(b), Article III, Texas Constitution, as proposed by S.J.R. 75, 88th Legislature, Regular Session, 2023, for the two-year period beginning on the effective date of this Act to be transferred to other funds or accounts administered by the board.

(c) The amount of $581,000,000 is appropriated from the general revenue fund to the Water Development Board for the two-year period beginning on the effective date of this Act to be used for specific water infrastructure and supply projects and grants.

Financial Assistance Comparison

	SWIFT	Water Supply and Infrastructure Grants	DFund	DWSRF
Overview	Helps communities develop and optimize water supplies at cost-effective rates (low-interest loans, extended repayment terms, deferral of loan repayments, and incremental repurchase terms for projects with state ownership aspects)	One-time grant opportunity that provides financial assistance in the form of grants for planning, acquisition, design, and construction of water supply and infrastructure projects. Funds can be utilized for: · Correcting water system deficiencies including water quality, capacity, pressure, and water loss · Upgrading or replacing water systems · Providing new or existing service to other water systems through consolidation projects · Purchasing capacity in water systems · Purchasing water systems · Producing additional water supply , including through reuse · Purchasing water rights · Improving efficiency of water delivery through existing irrigation systems	A program that can fund water, wastewater, and flood control projects	Assists communities by providing below-market rate financing and various levels of additional subsidization for a wide range of projects that facilitate compliance with primary drinking water standards or otherwise significantly further s the health protection objectives of the Safe Drinking Water Act.
Capacity	Set at the time of prioritization approval	$1,038,000,000	Based on current General Obligation Bond Authority	$505,468,920
Eligible Entities	Any political subdivision or nonprofit water supply corporation with a project included in the most recently adopted state water plan. TWDB only finances SWIFT program projects through bonds—the entity would need to be able to issue bonds to participate in the SWIFT program. Political subdivisions include: · Municipalities · Counties · River authorities · Special law districts · Water improvement districts · Water control and improvement districts · Irrigation districts · Groundwater conservation districts	Any political subdivision with a project consistent with the most recently adopted state water plan is eligible to submit. Political subdivisions include the same as listed under the SWIFT, except for Water Supply Corporations (WSCs). WSCs are not eligible under this program.	Any political subdivision or nonprofit water supply corporation	Existing community Public Water Systems, including political subdivisions. · Non-profit Water Supply Corporations · State agencies · Privately-owned community water systems · Non-profit, non-community public water systems
Population Breakdowns	N/A	Project applications will be chosen from these categories (based on service area population): < 10,000; 10,001-150,000; 150,001-1 million; > 1 million.	N/A	N/A
Special Conditions	The project must be included in the most recently adopted state water plan	· Water Supply Corporations are not eligible. · Projects must be consistent with the 2027 State Water Plan. · Funds must be committed and closed prior to 8/31/2027.	N/A	· Build America, Buy America

Financial Assistance Comparison Timeline



*Tentative

version 1.2.2026

PROPOSED REQUIREMENTS FOR WATER SUPPLY AND INFRASTRUCTURE GRANTS

The following items are proposed requirements related to this funding opportunity. These specific items are noted because they may differ from existing TWDB funding programs.

1. **Scoring Criteria**

   Scoring criteria per population allocation will be based on Annual Median Household Income (AMHI) and Service area populations. Additional points will be added for smaller entities with ready-to-proceed projects. A tiebreaker will be given to communities that have never or the greater amount of time since they received financial assistance from the TWDB.

   Optionally, points could be given based on additional water supplies provided to wholesale or retail providers, project cost overruns, or other secured funding sources (i.e., WIFIA match).

   Justification:

   The scoring criteria is intended for entities to prioritize their projects that provide the greatest benefit to disadvantaged communities serving the greatest number of people.

2. **Project Phases Eligible for Funding**

   For small entities (population of 150,000 or less), Planning, Acquisition, Design, and Construction is available. For small entities, it is also proposed that that reimbursement for planning and design costs only be eligible for costs incurred 6/22/2025 or after.

   For large entities (population 150,001 or greater), the project must be ready to proceed to construction, meaning planning, acquisition, and design has already been completed.

   Justification:

   Small entities often do not have the resources for development of projects. Allowing PADC provides them with funding opportunities.

   For large entities, focusing on ready-to-proceed projects that are ready to utilize the funds.

3. **Readiness to Proceed with Construction**

   Large entities (population of 150,001 or greater) will need to be ready to proceed with construction, meaning that all planning, acquisition, and design have already been completed. Small entities (population of 150,000 or less) may request funding for planning, acquisition, design, and construction.

   Justification:

   Due to the need to expedite the distribution of these funds, it is proposed to only allow planning, acquisition, and design funding for small systems, since those are generally systems that have more difficulty securing funds on their own to complete those pre-construction activities.

4. **Projects with Previous Funding**

   If a project previously received funding from a TWDB or other external funding program (except for unclosed SWIFT commitments, or projects with cost overruns), these funds may not be used for the same activities that previously received funding commitments. However, if a project previously received funding commitments for only planning, acquisition or design, the project is eligible to receive funding for construction.

   Justification:

   Do not want to undo/substitute already existing funding, except for SWIFT unclosed commitments because it could benefit the capacity of the SWIFT.

5. **Funding for Land Acquisition**

   TWDB proposed land acquisition be limited to small entities requesting pre-design funding. Land must already be acquired for a project to qualify as ready to proceed.

   Justification:

   This proposal is intended to enable projects to utilize funding faster. Land acquisition adds complexity to a project and has the potential to delay project schedules. Land acquisition also requires conveyance coordination to limit the necessity of eminent domain.

6. **Funding for Water Rights Acquisition**

   TWDB proposes the purchase of water rights to be an eligible cost using these funds. The purchase of push-water is not considered either long-term or permanent; therefore, it would not be eligible.

   Justification:

   Purchasing water rights is a way that systems can secure additional sources of water for future use.

7. **Water Conservation Plans, Water Use Survey, Water Loss Audit, and Water Loss Validation**

   Having up-to-date Water Conservation Plans, Water Use Surveys, Water Loss Audits, and Water Loss Validations is a requirement for securing funding.

   Justification:

   As these projects will address water supply and water infrastructure, to ensure recipients conserve their current resources and plan for future needs the following will be required:

   - Water conservation plan (found at Tex. Water Code §§ 16.402 and 16.4021; 31 TAC § 363.15)
   - Water use survey (found at Tex. Water Code § 16.012(m); 31 TAC § 358.5)
   - Water loss audit (found at Tex. Water Code § 16.0121; 31 TAC § 358.6) and
   - Water loss validation (found at Tex. Water Code §§ 16.0121 and 16.0122; 31 TAC § 358.6)

8. **Planning Review**

   For Ready to Proceed projects, TWDB will not require planning documents.

   Justification:

   Review of these documents would add additional review time to the application processing and delay commitments. Also, they already invested the time, effort, and cost to complete the design work, which means they had already developed these projects.

9. **Environmental Review**

   TWDB will not issue an environmental finding for Water Supply and Infrastructure Grant projects. TWDB will require an affidavit of self-certification for environmental compliance.

   Justification:

   These funds do not fall under any specific program statutes or rules.

10. Design Review

Staff Recommendation:

TWDB will rely on TCEQ design approval for Ready-to-Proceed projects. TWDB will need to review Plans and Specifications to ensure these requirements are met:

a. US I&S
b. Performance bonds
c. Retainage

Justification:

US I&S is required by the Government Code 2252 Subchapter G for all state funding.

Performance bonds, retainage, insurance, and other procurement requirements are entity-dependent in statute. Therefore, entities will be required to certify that they are following all applicable requirements.

11. Certificate of Approval (COA)

Issuance of a COA will be required prior to authorization to release final retainage.

Justification:

TWDB must ensure that funds have been utilized in accordance with the committed project.

Water Supply and Infrastructure Grants - Project Prioritization Criteria

For Retail Water Providers:

Applicants who provide less than 25% of water produced to wholesale customers.

Annual Median Household Income (AMHI)	Points
Statewide AMHI divided by Service Area's AMHI, and multiplied by 10.	(Statewide AMHI / Service Area AMHI) X 10

Source of Data: 2023 American Community Survey 5-Year Estimates
*If using a TWDB-approved socioeconomic survey, the AMHI will be inflation-adjusted.

For Wholesale Water Providers:

Applicants who provide 75% or more of the water produced to wholesale customers.

Total Population (POP) Served	Points
100,000 divided by the total POP served by Retail Water Providers that purchase wholesale from the applicant and population of the applicant's retail water service area, multiplied by 10.	(100,000 / POP) X 10

Source of Data: Texas Commission on Environmental Quality (TCEQ) Drinking Water Viewer

Applicants with Population Served Less Than or Equal to 150,000:

Readiness to Proceed	Points
Projects that are deemed ready to proceed with construction.	10

Tiebreaker:

Preference will be given to the community that has never or has the greater amount of time since it last received financial assistance from the TWDB.

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director
Patrick Hubbard, CIP Manager

Agenda Item Request:

Receive a presentation on the state of design efforts for the East Winningkoff Trail and provide direction to the City Manager.

Background Information:

The City of Lucas received a grant award from Collin County in November 2023 to construct a decomposed granite trail in the area around E Winningkoff Road and Welborn Lane, in the area currently containing the earthen trail at this location. Since that time, staff and design professionals have been working to resolve design challenges related to the overall maintainability of the proposed trail in areas with high drainage volumes along the proposed path. This item will discuss those challenges and their impact on the feasibility of the project.

Attachments/Supporting Documentation:

1. Draft Trail Design
2. Interlocal Agreement for Project

Budget/Financial Impact:

The total grant award amount is $179,006 with a total expected cost of $358,012. The city's share of the total cost would be $179,006 (50%). The use of decomposed granite in this area of high drainage will result in a frequent, recurring maintenance cost to maintain the trail in useable condition compared to the earthen trail surface.

Recommendation:

NA

Motion:

NA

END TRAIL AT EDGE OF EXISTING GRAVEL DRIVE AND MATCH EXISTING GRADE

CENTERLINE OF TRAIL
N: 7095005.17
E: 2560590.49

CITY OF LUCAS
20' EQUESTRIAN TRAIL EASEMENT
CC# 20230001171167,
D.R.C.C.T.

ONCOR ELECTRIC COMPANY
DOC. NO. 20171127001564750, D.R.C.C.T.

INSTALL (2) 12" CLASS IV RCP PIPES. REMOVE AND REPLACE EXISTING GRAVEL FOR INSTALLATION. MATCH ALIGNMENT AND FLOW LINE OF EXISTING DITCH.

CENTERLINE OF TRAIL
N: 7094963.97
E: 2562483.42

END TRAIL AT EDGE OF EXISTING GRAVEL DRIVE AND MATCH EXISTING GRADE

NORTH TEXAS MUNICIPAL WATER DISTRICT
(CALLED 60.977 ACRES)
VOL. 1326, PG. 255, D.R.C.C.T.

LOT 1
FIVE OAKS ESTATES
VOL. 2017, PG. 197, P.R.C.C.T.

LOT 6

CENTERLINE OF TRAIL
N: 7094163.02
E: 2560569.10

12' WIDE EQUESTRIAN TRAIL

LOT 7
AMENDING PLAT
FIVE OAKS ESTATES
VOL. 2017, PG. 391, P.R.C.C.T.

WELBORN LANE

MALCOLM I HALL
(called 5.10 acres)
CC# 20180706000845210,
D.R.C.C.T.

OMAR JENKINS & AMBER DAWN JENKINS
(CALLED 5.10 ACRES)
CC# 20210813002143630,
D.R.C.C.T.

LOT 1

LOT 2

FRANCES S. CHAPPELL &
JOHN C. CHAPPELL
(CALLED 1.259 ACRES)
CC# 20201224003143620,
D.R.C.C.T.

LOT 11

LOT 10

LOT 9
BLOCK B
LUCAS RANCH, PHASE 2
VOL. 2016, PG. 378, P.R.C.C.T.

LOT 8

LOT 7

LOT 6

UNDERCUT AND THIN OUT EXISTING BRUSH , PRESERVE ALL HARDWOODS. CONTRACTOR SHALL MEANDER TRAIL TO AVOID EXISTING TREES

LOT 16
AMENDING PLAT
FIVE OAKS ESTATES
VOL. 2017, PG. 391, P.R.C.C.T.

LOT 17

20 LF (TYPE C) CENTERED ON DITCH

CENTERLINE OF TRAIL
N: 7093196.76
E: 2560569.41

CITY OF LUCAS
(called 1.000 acres)
CC# 20070103000133790,
D.R.C.C.T.

CENTERLINE OF TRAIL
N: 7093048.05
E: 2560564.00

CENTERLINE OF TRAIL
N: 7093035.80
E: 2560575.76

BEGIN TRAIL AT EDGE OF EXISTING ASPHALT DRIVE AND MATCH EXISTING GRADE

CITY OF LUCAS
(called 2.128 acres)
CC#20070105000029740,
D.R.C.C.T.

BEGIN TRAIL AT EDGE OF EXISTING GRAVEL DRIVE AND MATCH EXISTING GRADE

CENTERLINE OF TRAIL
N: 7092767.66
E: 2560878.03

CITY OF LUCAS
(called 3.000 acres)
Vol. 3902, Pg. 2086,
D.R.C.C.T.

BEGIN TRAIL AT EDGE OF EXISTING GRAVEL DRIVE AND MATCH EXISTING GRADE

CENTERLINE OF TRAIL
N: 7092765.65
E: 2561000.26

106'R

106'R

CENTERLINE OF TRAIL
N: 7092756.24
E: 2561058.55

CENTERLINE OF TRAIL
N: 7092749.71
E: 2561328.36

CENTERLINE OF TRAIL
N: 7092746.64
E: 2561455.11

12' WIDE EQUESTRIAN TRAIL

118'R

94'R

118'R

20 LF (TYPE C) CENTERED ON 30" CULVERT

EX. 30" STORM

20 LF (TYPE C) CENTERED ON 30" CULVERT

65'R

CENTERLINE OF TRAIL
N: 7092788.14
E: 2562444.73

EX. CRUSHED 8" HDPE

CITY OF LUCAS
(called 0.380 acres)
CC# 20100311000235280,
D.R.C.C.T.

EX. VAULT

EX. 18" STORM

EX. FH

CITY OF LUCAS
20' EQUESTRIAN TRAIL EASEMENT
CC#20160519000614070,
D.R.C.C.T.

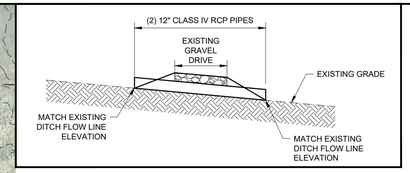
EAST WINNINGKOFF ROAD

EX. 30" STORM

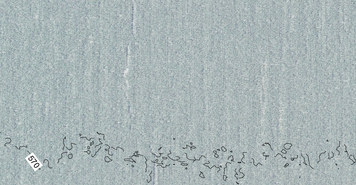
CENTERLINE OF TRAIL
N: 7092724.30
E: 2562378.17

CITY OF LUCAS
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CC#20160519000614070,
D.R.C.C.T.

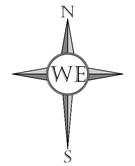
NORTH TEXAS MUNICIPAL WATER DISTRICT
(CALLED 224.497 ACRES)
VOL. 1326, PG. 253
D.R.C.C.T.

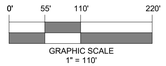


(2) 12" CLASS IV RCP
N.T.S.



CROSS SECTION A-A
N.T.S.

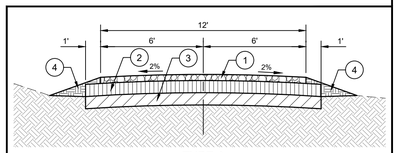




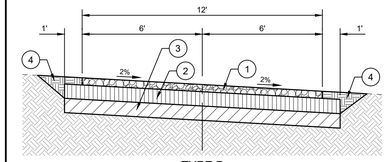
GRAPHIC SCALE
1" = 110'

LEGEND

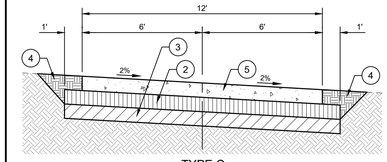
- PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- EXISTING ASPHALT PAVEMENT
- EXISTING GRAVEL DRIVE
- 475 EXISTING CONTOUR
- 12' WIDE DECOMPOSED GRANITE TRAIL (TYPE A)
- 12' WIDE DECOMPOSED GRANITE TRAIL (TYPE B)
- 12' WIDE 4" THICK CONCRETE PAVEMENT (TYPE C)
- EXISTING POWER POLE
- DRAINAGE FLOW ARROW



TYPE A



TYPE B



TYPE C

KEY NOTES

1. 3" DECOMPOSED GRANITE
2. 6" FLEX BASE
3. PROOF ROLLED AND COMPACTED SUBGRADE
4. TOP SOIL BACKFILL (ON-SITE STRIPPED TOP SOIL)
5. 4" THICK 3,600 PSI CONCRETE PAVEMENT WITH #3 BARS ON 18" CENTER BOTH WAYS.

12' WIDE EQUESTRIAN TRAIL DETAIL
N.T.S.

811
Know what's **below.**
Call before you dig.

CAUTION!!
THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND SHALL NOTIFY THE CONSTRUCTION MANAGER AND ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION . IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE. CALL 811 AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION IN VICINITY.

WESTFALL ENGINEERING
1719 ANGEL PARKWAY
STE. 100, MCKINNEY, TX 75072
PHONE NO. (214) 945-9397
TBPE FIRM REG. #19101

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL WESTFALL, P.E. 107094 ON 10/01/2025. IT IS NOT TO BE USED FOR CONSTRUCTION.

12' EQUESTRIAN TRAIL

EAST WINNINGKOFF ROAD AND WELBORN LANE
CITY OF LUCAS, TEXAS

DIMENSION CONTROL PLAN

No.	DATE	REVISIONS

DATE
10/01/2025

PROJECT NO.
2401022

SHEET NO.
1 OF 1

INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF LUCAS
2018 PARKS AND OPEN SPACE BOND PROJECT OI18PG38

WHEREAS, the County of Collin, Texas ("County") and the City of Lucas "City") desire to enter into an Agreement concerning the Trinity Trail Connect Phase 1 project in the City of Lucas, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange for the construction of the Trinity Trail Connect Phase 1 project, hereinafter called the "Project".

ARTICLE II.

The City shall prepare plans and specifications for improvements, accept bids, award a construction contract and administer the construction contract in accordance with all state statutory requirements. The City shall provide the county with a copy of executed construction contract(s) for the Project. All improvements shall be in accordance with the plans and specifications approved by the City. Changes to the Project which alter the initial funding set forth in Exhibit "A" must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the Project to be $358,012. The County agrees to fund a portion of the total cost for items described in Exhibit "A" in an amount not to exceed **$179,006**. The County shall reimburse the City for invoices paid by the City for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's dollar for dollar matching participation in this project shall not exceed $179,006 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall also provide **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including the City's match, in-kind services or donations for the project. All projects for which the County has provided funds through its 2018 Parks and Open Space Bond Program must remain open and accessible to all County residents. Upon development of the property, the City shall install a **project sign** identifying the project as being partially funded by the Collin County 2018 Parks and Open Space Bond Program.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

ARTICLE XV.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XVI.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XVII.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

By:_____
Name:_____
Title:_____
Date:_____

COUNTY OF COLLIN, TEXAS

By:_____
Name: Chris Hill
Title: County Judge
Date:_____
Executed on this ____ day of_____, 20 __, by the County of Collin, pursuant to Commissioners' Court Order No._____.

ATTEST:

By: _____
Name: Toshia Kimball
Title: City Secretary
Date: November 2, 2023

CITY OF LUCAS

By: _____
Name: Jim Olk
Title: Mayor
Date: November 2, 2023
Executed on behalf of the City of Lucas pursuant to City Council Resolution No. R 2023-11-00546

APPROVED AS TO FORM:

By: _____
Name: Joseph J. Gorfida, Jr.
Title: City Attorney
Date: November 2, 2023

EXHIBIT "A"

The County will provide funding assistance for the following:

- ☐ All items requested

Total funding **$179,006**
County Project Code OI18PG38

Contact Information

Request for reimbursement submitted to:

Dawn Redwine
dredwine@co.collin.tx.us

Submission of electronic photos and quarterly reports:

Dawn Redwine
dredwine@co.collin.tx.us

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: Patrick Hubbard

Address: 665 Country Club Road

Lucas, Texas, 75002

Phone: 972-912-1209

Email: phubbard@lucastexas.us

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider a budget amendment to transfer $57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and $261,480 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 2-inch overlay. Alternatively, consider a budget amendment to transfer $57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and $442,694 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 4-inch overlay and contract awarded to Texas Materials Group, Inc. based on its submitted bid.

Background Information:

Orr road is currently in a condition if significant disrepair. The City entered into a development agreement with Blue Sky Development in 2016 for repairs to Orr road, with the City participating in the improvements to Orr Road with Impact fee reimbursements. The City has reached out to Blue Sky on multiple occasions with no response. City staff believe Blue Sky is now defunct. Following consultation with the City Attorney, the City can use the impact fees collected for the reconstruction of Orr Road. We would like to have Council's input as well on the type of design for Orr, 2"vs 4" overlay.

Attachments/Supporting Documentation:

1. BlueSky Development Agreement
2. Quote for Road Improvements - Orr Road
3. GF Restricted Impact Fees

Budget/Financial Impact:

Budget impact will be based on council choice of 2" vs 4" overlay:
4" overlay total from impact fee reserves is $499,894.37.
2" overlay total from impact fee reserves is $318,680.

Recommendation:

Staff recommends approval as presented.

Motion:

I make a motion to approve/deny a budget amendment to transfer $57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and $261,480 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 2-inch overlay and contract awarded to Texas Materials Group, Inc. based on its submitted bid. Alternatively, consider a budget amendment to transfer $57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and $442,694 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 4-inch overlay and contract awarded to Texas Materials Group, Inc. based on its submitted bid.

STATE OF TEXAS §
§ **DEVELOPMENT AGREEMENT**
COUNTY OF COLLIN §

This Development Agreement ("Agreement") is executed this 20th day of June 2016, by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City"), and BlueSky Development, LLC. duly qualified to transact business in the State of Texas ("Owner") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, BlueSky, LLC. is the owner of the Property, which is located in Lucas, Texas, and which Owner desires to develop the Property in accordance with the Development Regulations and other applicable City ordinances, including the construction of Public Improvement; and

WHEREAS, Owner intends to develop the Property and to design and construct certain Roadway Improvements, on and for the benefit of the Property; and

WHEREAS, in association with the construction of the Development, the Parties find it to be in their mutual benefit and interest that Owner construct or cause to be constructed Roadway Facilities that consist of following two areas: (1) Orr Road from E. Winningkoff Rd (approximately 2575 feet); (2) E. Winningkoff Rd from Orr Rd to the east end of the Development (approximately 1056 feet).

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in the Owner's costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article I unless the context clearly indicates a different meaning:

"City" shall mean City of Lucas, Texas.

"City Engineer" shall mean City of Lucas City Engineer, or designee.

"Commencement of Construction" shall mean that: (i) the Construction Documents have

been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Roadway Facilities; (ii) all necessary permits for the construction of the Roadway Facility pursuant to the Construction Documents therefore have been issued by all applicable governmental authorities; and (iii) grading of the Roadway Facilities has commenced.

"Completion of Construction" shall mean: (i) the Roadway Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the respective Roadway Facilities have been accepted by City.

"Construction Documents" shall mean the plans and specifications submitted for the design, installation and construction of the Roadway Facilities, as approved by City Engineer.

"Owner" shall mean BlueSky Development, LLC. and any subsequent owner of any portion of the Property.

"Effective Date" shall mean the last date of execution of this Agreement.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, adverse market conditions, governmental approvals, laws, regulations, or restrictions, or other cause beyond the control of the Party.

"Property" shall mean the real property described and depicted in Exhibits "A-1" and "A-2" attached hereto.

"Roadway Facilities" shall mean the design and construction of the road base and resurface (asphalt) of Orr Rd and E. Winningkoff Road. The base shall be twenty six (26) feet wide and a sub-grade consisting of five percent (5%) cement stabilized base. The pavement shall be a minimum of three (3) inches thick and twenty four (24) feet wide of Type D asphalt concrete pavement (ACP) in accordance with the current City of Lucas Standard Construction Details and as depicted in Exhibit "C" in accordance with the Construction Documents.

Article II
Term; Termination

The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

Article III
Roadway Facilities

3.1 Roadway Facilities. At the time building permits have been issued for the construction of residential homes on 75% of the lots shown on the conceptual plan attached hereto as Exhibit "B", the Owner shall cause the Commencement of Construction of the Roadway Facilities. Owner shall cause the Completion of Construction to occur with 180 days after the Commencement of Construction. Subject to events of Force Majeure, Owner agrees to design and

construct the Roadway Facilities in accordance with the applicable standards, ordinances, and regulations adopted by the City ("City of Lucas Standard Construction Details"). Owner shall submit plans for the design and construction of the Roadway Facilities ("Construction Plans") to the City Engineer for review and approval. Subject to extensions for delay or caused by events of Force Majeure and to the City's approval of the Approved Plans, Owner agrees, at Owner's sole cost, to construct or cause the construction of the Roadway Facility. Upon Completion of Construction Owner shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document the actual costs of the design and construction of the Roadway Facilities.

3.2 City's Participation. The City will collect impact fees in connection with the issuance of building permits for improvements on the lots shown on the conceptual plan attached hereto as Exhibit "B" and reimburse the Owner for the construction costs of Roadway Facility after the Completion of Construction and the City verification of such costs. City agrees to pay Owner in an amount not to exceed $88,000 (the "City's Cost Participation"). Owner shall be responsible for any costs that exceed the city's Cost Participation Amount.

3.3 Maximum Participation. In no case shall the City Cost Participation to the Roadway Facility exceed thirty percent (30%) of the actual costs of design, engineering, site preparation and construction of any improvements, including buildings or the Roadway Facility itself, on the Property as required by the development regulations, whether constructed by Owner or another party ("the Development Infrastructure"), unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

3.4 Number of Lots: The maximum number of lots permitted shall be seventeen (17)

Article IV
General

4.1 Early Plat Recording. Owner may record a final plat before the Roadway Facilities are completed and accepted by the City.

Article V
Termination

This Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of notice thereof.

Article VI
Miscellaneous

6.1 Release. Upon the full and final satisfaction by City and Owner of their respective obligations contained herein, City and Owner shall execute and record, in the Deed Records of Collin County, a release of City and Owner from their obligations set forth herein.

6.2 Books and Records. Owner and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, until acceptance of the Project by City.

6.3 Indemnification/Hold Harmless. **OWNER DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM OWNER'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

6.4 Project Plans. Except as otherwise provided herein, prior to Commencement of Construction, Owner shall submit all Construction Documents for all Roadway Facilities to City Engineer for review and approval.

6.5 Compliance with Laws. Except as otherwise provided herein, Owner shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

6.6 Successors and Assigns. All obligations and covenants of Owner under this Agreement shall be binding on Owner, its successors and permitted assigns. Owner may not assign this Agreement without the prior written consent of City, which shall not be unreasonably withheld.

6.7 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto.

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

6.9 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.10 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after it is sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for Owner, to:

BlueSky Development, LLC.
Attn: Justin Lamothe
Scott Wigginton
1420 W. Exchange, ste 120
Allen, Texas 75013

If intended for City, to:

City of Lucas
Attn: Joni Clarke, City Manager
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

6.11 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary, agreements between the Parties and relating to the matters in this Agreement.

6.12 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.14 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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

6.18 Survival of Covenants. The representations, warranties, covenants, and obligations of Owner set forth in this Agreement shall survive termination.

6.19 Recordation of Agreement. An original of this Agreement shall be recorded in the Deed Records of Dallas County, Texas.

6.20 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

6.21 Effective Date. The effective date of this Development Agreement shall be the date on which this Development Agreement is approved by the City Council of the City.

(signature page to follow)

EXECUTED as of the date first above written.

CITY:

CITY OF LUCAS, TEXAS

By _____
Joni Clarke, City Manager

OWNER:

BlueSky Development, LLC.

By _____
Justin Lamothe, Managing Member

Approved as to Form:

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

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 20th day of June, 2016, by Joni Clarke, City Manager of City of Lucas, Texas, a municipal corporation on behalf of such municipal corporation.

STACY HENDERSON
Notary Public, State of Texas
My Commission Expires
September 10, 2019

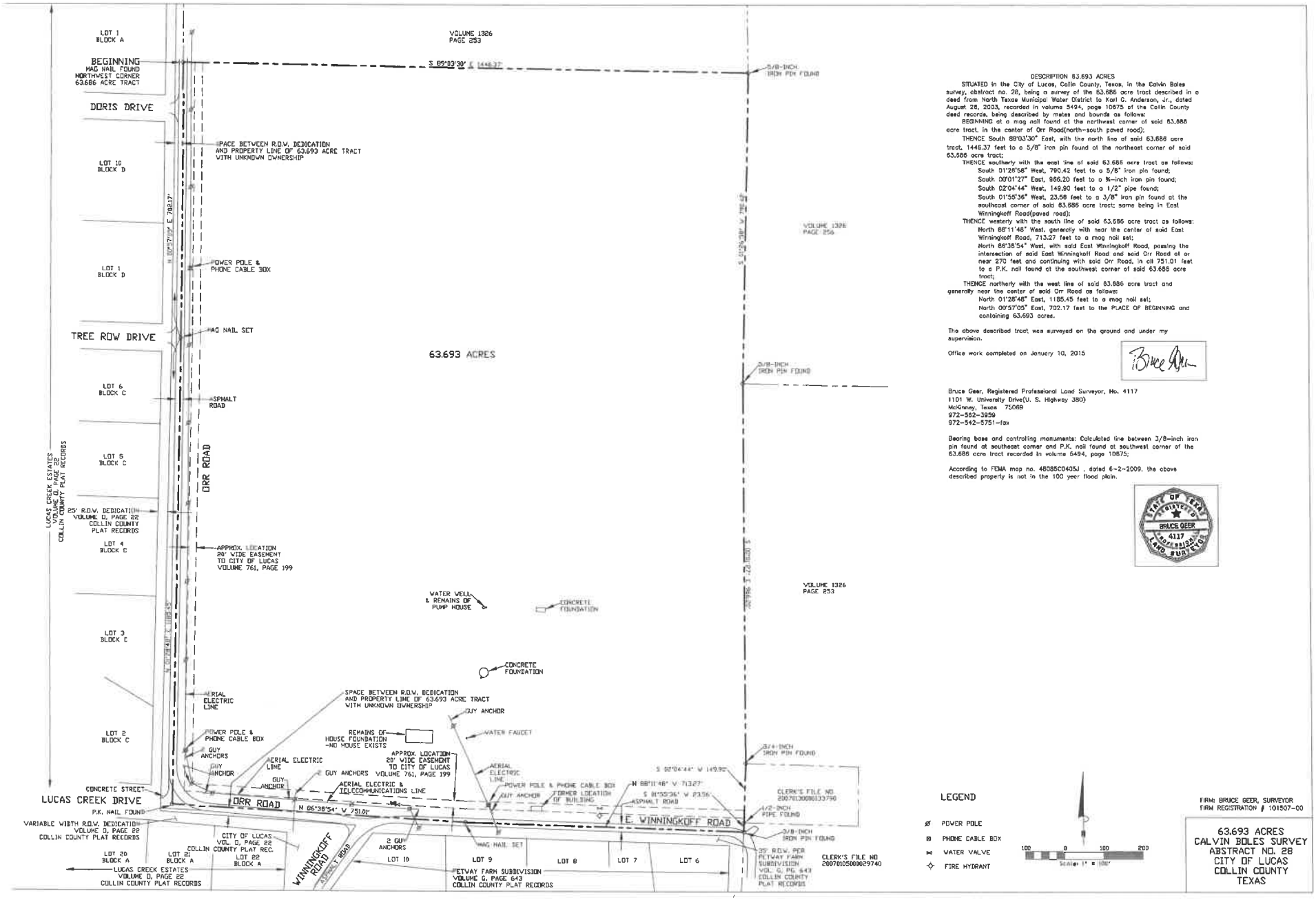
_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 3 day of August 2016, by Justin Lamothe, Managing Member BlueSky Development, LLC., on behalf of such corporation.

STACY HENDERSON
Notary Public, State of Texas
My Commission Expires
September 10, 2019

_____
Notary Public in and for the State of Texas



DESCRIPTION 63.693 ACRES

SITUATED in the City of Lucas, Collin County, Texas, in the Calvin Boles survey, abstract no. 28, being a survey of the 63.686 acre tract described in a deed from North Texas Municipal Water District to Karl G. Anderson, Jr., dated August 28, 2003, recorded in volume 5494, page 10675 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a mag nail found at the northwest corner of said 63.686 acre tract, in the center of Orr Road(north-south paved road);

THENCE South 89°03'30" East, with the north line of said 63.686 acre tract, 1446.37 feet to a 5/8" iron pin found at the northeast corner of said 63.686 acre tract;

THENCE southerly with the east line of said 63.686 acre tract as follows:
South 01°26'58" West, 790.42 feet to a 5/8" iron pin found;
South 00°01'27" East, 956.20 feet to a ¾-inch iron pin found;
South 02°04'44" West, 149.90 feet to a 1/2" pipe found;
South 01°55'36" West, 23.56 feet to a 3/8" iron pin found at the southeast corner of said 63.686 acre tract; same being in East Winningkoff Road(paved road);

THENCE westerly with the south line of said 63.686 acre tract as follows:
North 88°11'48" West, generally with near the center of said East Winningkoff Road, 713.27 feet to a mag nail set;
North 88°38'54" West, with said East Winningkoff Road, passing the intersection of said East Winningkoff Road and said Orr Road at or near 270 feet and continuing with said Orr Road, in all 751.01 feet to a P.K. nail found at the southwest corner of said 63.686 acre tract;

THENCE northerly with the west line of said 63.686 acre tract and generally near the center of said Orr Road as follows:
North 01°28'48" East, 1185.45 feet to a mag nail set;
North 00°57'05" East, 702.17 feet to the PLACE OF BEGINNING and containing 63.693 acres.

The above described tract was surveyed on the ground and under my supervision.

Office work completed on January 10, 2015

Bruce Geer, Registered Professional Land Surveyor, No. 4117
1101 W. University Drive(U. S. Highway 380)
McKinney, Texas 75069
972-562-3959
972-542-5751-fax

Bearing base and controlling monuments: Calculated line between 3/8-inch iron pin found at southeast corner and P.K. nail found at southwest corner of the 63.686 acre tract recorded in volume 6494, page 10675;

According to FEMA map no. 48085C0405J , dated 6-2-2009, the above described property is not in the 100 year flood plain.

STATE OF TEXAS
REGISTERED
BRUCE GEER
4117
PROFESSIONAL
LAND SURVEYOR

LEGEND

- ø POWER POLE
- ▣ PHONE CABLE BOX
- ⋈ WATER VALVE
- ⟡ FIRE HYDRANT

100 0 100 200
Scale: 1" = 100'

FIRM: BRUCE GEER, SURVEYOR
FIRM REGISTRATION # 101507-00

63.693 ACRES
CALVIN BOLES SURVEY
ABSTRACT NO. 28
CITY OF LUCAS
COLLIN COUNTY
TEXAS

EXHIBIT "A-2"
LEGAL DESCRIPTION

DESCRIPTION 63.693 ACRES

SITUATED in the City of Lucas, Collin County, Texas, in the Calvin Boles survey, abstract no. 28, being a survey of the 63.686 acre tract described in a deed from North Texas Municipal Water District to Karl G. Anderson, Jr., dated August 26, 2003, recorded in volume 5494, page 10675 of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a mag nail found at the northwest corner of said 63.686 acre tract, in the center of Orr Road(north-south paved road);

THENCE South 89°03'30" East, with the north line of said 63.686 acre tract, 1446.37 feet to a 5/8" iron pin found at the northeast corner of said 63.686 acre tract;

THENCE southerly with the east line of said 63.686 acre tract as follows:
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South 00°01'27" East, 966.20 feet to a ¾-inch iron pin found;
South 02°04'44" West, 149.90 feet to a 1/2" pipe found;
South 01°55'36" West, 23.56 feet to a 3/8" iron pin found at the southeast corner of said 63.686 acre tract; same being in East Winningkoff Road(paved road);

THENCE westerly with the south line of said 63.686 acre tract as follows:
North 88°11'48" West, generally with near the center of said East Winningkoff Road, 713.27 feet to a mag nail set;
North 86°38'54" West, with said East Winningkoff Road, passing the intersection of said East Winningkoff Road and said Orr Road at or near 270 feet and continuing with said Orr Road, in all 751.01 feet to a P.K. nail found at the southwest corner of said 63.686 acre tract;

THENCE northerly with the west line of said 63.686 acre tract and generally near the center of said Orr Road as follows:
North 01°28'48" East, 1185.45 feet to a mag nail set;
North 00°57'05" East, 702.17 feet to the PLACE OF BEGINNING and containing 63.693 acres.

EXHIBIT "B"
Conceptual Plan

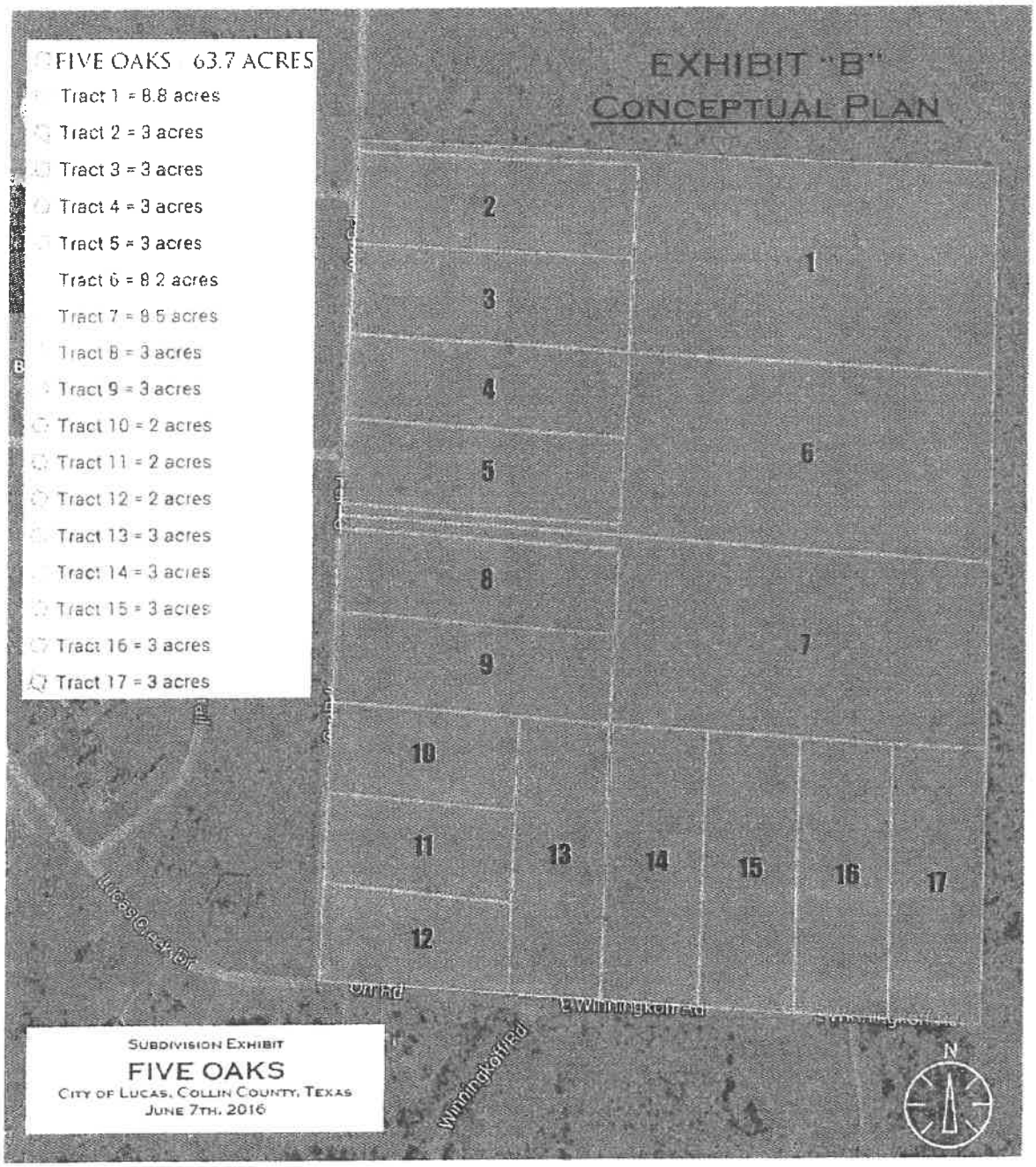


EXHIBIT "C"


DENIS DR
LUCAS CREEK DR
THE E ROW DR
TRACTOR TRL
EAST WINNINGKOFF RD

A CRH COMPANY

PROPOSAL AND CONTRACT

(Dallas and Ellis County Interlocal Agreements)

To: City of Lucas- Orr Rd. **Effective Date:** *February 25, 2026*

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal IFB-2022-046-6961 and Ellis County RFB NO 2024-010.

Description of Work and Price: Pulverize existing roadway, incorporate approximately 24 lbs/SY cement,and recompact and grade cement stabilized subgrade. Place hot mix asphalt pavement at approximately 230 lbs/SY equivalent 2 inch of Ty D mix, Followed by an additional 230 lbs/SY equivalent 2 inch of Ty B mix.

Location	Limits	Description	Units	Unit Price	Approx. Total
	See Attached Sheet	Mobilization	1	$2,000.00	$2,000.00
	See Attached Sheet	8" Stabilization	11,656	$9.88	$115,161.28
Orr Rd.	See Attached Sheet	TY-D Asphalt 2"	1,233	$160.94	$198,480.86
	See Attached Sheet	TY-B Asphalt 2"	1,233	$146.97	$181,252.22
	See Attached Sheet	Traffic Control	2	$1,500.00	$3,000.00
					$499,894.37

*"See Attached Sheet"

Note: The scope of work also includes 2 days of traffic control.

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by Texas Materials

This estimate expires thirty (30) days from the above date.

TEXAS MATERIALS, INC. ACCEPTED: ***City of Lucas- Orr Rd.***

William "Luke" Warner

Account Manager

214-926-9072

William.Warner@Texasmaterials.com

Date: _____

Date	TEXAS MATERIAL ESTIMATE ONLY	FOB Price	Varies
2/25/2026	**City of Lucas- Orr Rd.**	Haul charge rate	$ 1.06
		Zone	38
		Plant	Luna

Total Estimated Tons: 1233

Revised
February 25, 2026

					10724	11656		1233							$ 198,480.86	$ 115,161.28	$ 3,000.00	$ 2,000.00
Location/Street	*Limits*	***Length***	***Width***	*Days Traffic Control*	*S/Y*	*Stabilization SY*	*Depth's/y*	*Tons*	*Ty-Mix*	***Mileage From Plant***	***FOB Price***	***Mileage Charge***	*Total Charge Per Ton (HMAC) (Dallas County Interlocal Pricing)*	***Total Charge Per SY Stabilization (Collin County Interlocal Pricing)***	*Total HMAC Cost*	*Stabilization Total Cost*	*Total Traffic Control*	*Total Mobilization*
				2													$ 3,000.00	$ 2,000.00
Orr Rd	Lucas Creek - FRST Rd	4196	23		10724	11656	230	1233	TY-D	38	$124.90	$ 36.04	$160.94	$ 9.88	$ 198,480.86	$ 115,161.28	$ -	
							230	1233	TY-B	38	$110.93	$ 36.04	$146.97		$ 181,214.01	$ -		

General Fund Restricted Impact Fees
Account 11-1009

	Beginning Bal	Change	Ending Balance
Road Area 1	$ 2,700.00		$ 2,700.00
Road Area 2	$ 58,066.17		$ 58,066.17
Road Area 3	$ 10,200.00		$ 10,200.00
Road Area 4	$ 349,747.20	$ 13,200.00	$ 362,947.20
All Areas	$ 1,089,937.03	$ 164,210.56	$ 1,254,147.59
Total Impact Fees Roads	$ 1,510,650.40	$ 177,410.56	$ 1,688,060.96

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: Tim Johnson, City Council Seat 1

Agenda Item Request:

Consider and hear discussion on the formation of the Lucas Police Department.

Background Information:

This is a discussion item only to discuss the formation of the Lucas Police Department.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: City Council

Agenda Item Request:

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

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

City of Lucas
City Council Agenda Request
March 5, 2026

Requester: City Council

Agenda Item Request:

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

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA