



# AGENDA CITY COUNCIL MEETING

May 21, 2026 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, TX

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Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, May 21, 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.

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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](mailto: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

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

## Citizen Input

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1. Citizen Input.

## Community Interest

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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. Presentation of Proclamations recognizing Councilmembers Tim Johnson and Brian Stubblefield for their outstanding contributions and dedicated service to the City of Lucas.
  - A. Proclamation for Councilmember Tim Johnson for his outstanding contributions to the City of Lucas.
  - B. Proclamation for Councilmember Brian Stubblefield for his outstanding contributions to the City of Lucas.

### **Consent Agenda**

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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.
  - A. Approval of the May 7, 2026 Special Called City Council Meeting Minutes
  - B. Approval of the May 7, 2026 City Council Meeting Minutes
  - C. Approval of the May 12, 2026 Special Called City Council Meeting Minutes

### **Regular Agenda**

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4. Administer the Oath of Office and Certificate of Election to Jonathan Underhill, City Council Seat 1, and Rebecca Orr, City Council Seat 2, and receive remarks from incoming Councilmembers. **(Toshia Kimball, City Secretary, Dusty Kuykendall, Mayor)**
5. Consider board/commission appointments for vacant board member positions for the Board of Adjustment and Planning and Zoning Commission:
  - A. Board of Adjustment (also serving as the Building and Standards Commission) and Board Liaison) One (1) vacant member position
  - B. Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee) Two (2) vacant alternate commissioner positions **(City Council)**
6. Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 1, 2026, and ending May 31, 2027. **(Dusty Kuykendall, Mayor)**
7. Consider approving Ordinance 2026-05-01046, a request by Jason Humble, of 1977 Mary Lee Lane, Lucas, Texas 75002, to abandon a portion of Mary Lee Lane ROW between the properties of 1977 Mary Lee Lane and 1970 Mary Lee Lane. **(Joe Hilbourn, Development Services Director)**
8. Consider authorizing the City Manager to enter into an interlocal cooperation agreement for road improvements with Collin County. **(Patrick Hubbard, CIP Manager)**

### **Executive Session**

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

9. 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)**
10. Reconvene from Executive Session and take any action necessary as a result of the Executive Session. **(City Council)**
11. 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](http://www.lucastexas.us) on or before 5:00 p.m. on May 15, 2026.

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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](mailto:tkimball@lucastexas.us) at least 48 hours prior to the meeting.



**City of Lucas  
City Council Agenda Request  
May 21, 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  
May 21, 2026**

Requester: Toshia Kimball, City Secretary  
Dusty Kuykendall, Mayor

**Agenda Item Request:**

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Presentation of Proclamations recognizing Councilmembers Tim Johnson and Brian Stubblefield for their outstanding contributions and dedicated service to the City of Lucas.

A. Proclamation for Councilmember Tim Johnson for his outstanding contributions to the City of Lucas.

B. Proclamation for Councilmember Brian Stubblefield for his outstanding contributions to the City of Lucas.

**Background Information:**

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Councilmembers Tim Johnson and Brian Stubblefield have each provided dedicated service and meaningful contributions to the City of Lucas during their tenure on the City Council. The proclamations recognize their leadership, commitment to the community, and efforts in advancing the goals and interests of the City and its residents.

**Attachments/Supporting Documentation:**

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1. Proclamation - Councilmember Brian Stubblefield
2. Proclamation - Councilmember Tim Johnson

**Budget/Financial Impact:**

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N/A

**Recommendation:**

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N/A

**Motion:**

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N/A



## *Proclamation*

**WHEREAS**, Councilmember Stubblefield was raised in Garland, Texas. He attended Texas A&M University where he obtained his degree in Agricultural Economics before moving to the Houston area to build houses for the next seven years.; and

**WHEREAS**, Councilmember Stubblefield married his high school sweetheart, Amy and have been married for 26 years and have three children. After the birth of their first born they moved back to the north Texas area settling in Wylie, Texas for the next 10 years.; and

**WHEREAS**, Along with the move came a career change into law enforcement that is going on nineteen plus years. He has been serving in the criminal investigation's unit for the last 11 years. Councilmember Stubblefield is actively involved at Allen Heights Baptist Church and has coached youth sports for the last sixteen years to include baseball, basketball, and softball; and

**WHEREAS**, Councilmember Stubblefield and his family moved to Lucas in 2017 for the open spaces, the ability to have horses and chickens, safe place for their kids to play and explore, small town atmosphere, the best sunsets in north Texas, and the highly rated school district. Councilmember Stubblefield has served on the Board of Adjustments as a member and ultimately as Vice-Chairman and was also a member of the Building and Standards Commission.; and

**WHEREAS**, the City of Lucas would like to express their sincerest gratitude to Councilmember Stubblefield for his commitment, leadership, generosity, and volunteerism to the residents of Lucas and his dedication to the betterment of the community, and holding the longest running record of Stick Horse Rodeo champion; and

**NOW, THEREFORE**, I, Dusty Kuykendall, Mayor of the City of Lucas, Texas, on this 21st day of May, 2026, do hereby honor Councilmember Stubblefield for his outstanding contributions to the City of Lucas.

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Mayor Dusty Kuykendall



# *Proclamation*

**WHEREAS**, Councilmember Tim Johnson was born and raised in Port Arthur, Texas, he attended Lamar University in Beaumont before enlisting in the United States Navy. For over 25 years, he served on active duty and in the reserves on ships and shore stations in the U.S. and overseas, teaching at service schools and in various leadership roles.; and

**WHEREAS**, Councilmember Johnson retired from the Naval Service as a Chief Petty Officer. Following active duty, Councilmember Johnson continued his career in telecommunications with nationwide carriers Satellite Business Systems, MCI/WorldCom, and XO Communications. He retired as a Principal Solutions Architect from Verizon. Throughout his military and civilian careers, Councilmember Johnson exercised and honed his leadership and problem-solving skills.; and

**WHEREAS**, Councilmember Johnson and his wife Marla have been married for 49 years. They have three children and nine grandchildren. Councilmember Johnson and his wife have lived in Garland and Murphy but moved to Lucas in 2014 to escape urban sprawl.; and

**WHEREAS**, Shortly after moving to Lucas, Councilmember Johnson began attending City Council meetings to get involved. He was appointed to the Planning & Zoning Commission in 2016, ultimately serving as Vice-Chairman. He was elected to the Lucas City Council in 2020 and re-elected in 2023. In addition to serving the City of Lucas, Councilmember Johnson's public service includes: serving on the Board of Directors for the Friends of Lucas Fire Rescue, Board of Elders at the Messiah Lutheran Church in Plano, President and Charter Member of the Plano Amateur Radio Club, and a member of the Collin County Amateur Radio Emergency Service.; and

**WHEREAS**, the City of Lucas would like to express their sincerest gratitude to Councilmember Johnson for his commitment, leadership, generosity, and volunteerism to the residents of Lucas and his dedication to the betterment of the community; and

**NOW, THEREFORE**, I, Dusty Kuykendall, Mayor of the City of Lucas, Texas, on this 21st day of May, 2026, do hereby honor Councilmember Johnson for his outstanding contributions to the City of Lucas.

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Mayor Dusty Kuykendall



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: Dusty Kuykendall, Mayor  
Toshia Kimball, City Secretary

**Agenda Item Request:**

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- A. Approval of the May 7, 2026 Special Called City Council Meeting Minutes
- B. Approval of the May 7, 2026 City Council Meeting Minutes
- C. Approval of the May 12, 2026 Special Called City Council Meeting Minutes

**Background Information:**

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N/A

**Attachments/Supporting Documentation:**

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- 1. 5-7-2026 Special Called City Council Meeting Minutes
- 2. 5-7-2026 City Council Meeting Minutes
- 3. 5-12-2026 Special Called City Council Meeting Minutes

**Budget/Financial Impact:**

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N/A

**Recommendation:**

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Staff recommends approving the consent agenda as presented.

**Motion:**

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I make a motion to approve/deny the consent agenda as presented



**MINUTES**  
**CITY COUNCIL**  
**SPECIAL CALLED MEETING**

May 7, 2026 | 5:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

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**City Councilmembers Present:**

Mayor Dusty Kuykendall  
Mayor Pro Tem Debbie Fisher  
Councilmember Brian Stubblefield  
Councilmember Neil Peterson  
Councilmember Tim Johnshon

**City Staff Present:**

City Manager John Whitsell  
City Secretary Toshia Kimball  
Development Services Director Joe Hilbourn  
Public Works Director Jeremy Bogle  
CIP Manager Patrick Hubbard  
Public Safety Director Doug Kowalski

**City Councilmembers Remote:**

Councilmember Chris Bierman

**City Councilmembers Not Present:**

Councilmember Phil Lawrence

Mayor Kuykendall called the meeting to order at 5:30 p.m., determined that a quorum was present, and the Pledge of Allegiance was recited.

**Citizen Input**

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**1. Citizen Input**

No citizen input.

**Regular Agenda**

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**2. Conduct a Roads Workshop to develop a comprehensive strategy for road maintenance and improvements in the City of Lucas.**

No motion required for this item.

**Executive Session**

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**3. Executive Session:**

An Executive Session was not held at this meeting.

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

No action was taken from the Executive Session.

## Adjournment

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### 5. Adjournment.

Mayor Kuykendall adjourned the meeting at 6:18 pm.

APPROVED:

ATTEST:

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Dusty Kuykendall, Mayor

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Toshia Kimball, City Secretary



**City Councilmembers Present:**

Mayor Dusty Kuykendall  
Mayor Pro Tem Debbie Fisher  
Councilmember Brian Stubblefield  
Councilmember Neil Peterson  
Councilmember Tim Johnshon

**City Staff Present:**

City Manager John Whitsell  
City Secretary Toshia Kimball  
Development Services Director Joe Hilbourn  
Finance Director Liz Exum  
Public Works Director Jeremy Bogle  
Fire Chief Rick Lasky  
Assistant Chief Aaron Alderdice  
Assistant Chief Lance Gant  
Public Safety Director Doug Kowalski  
CIP Manager Patrick Hubbard  
Deputy Robert O'Rourke 7:04 pm arrived

**City Councilmembers Remote:**

Councilmember Chris Bierman  
Councilmember Phil Lawrence

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

**Citizen Input**

**1. Citizen Input**

No citizen input.

**Community Interest**

**2. Community Interest**

- Elections:
  - Canvassing of May 2, 2026, General Election will take place on Tuesday, May 12<sup>th</sup> at 9:00 am in Council Chambers.
  - The Lucas Community Center will be utilized for the Primary Runoff Election on May 26, 2026.
  - Early voting for the runoff election will be held May 18<sup>th</sup> – 22<sup>nd</sup> from 7:00 am to 7:00 pm.
  - Please note: the City of Lucas election is not included in the runoff election.
- Upcoming Events:
  - Lucas Farmers Market – Saturday, May 9, 2026, 8:00 am – 12:00 pm
  - Lucas Car Show – Saturday, May 16, 2026, 8:00 am – 12:00 pm at Lovejoy High School
  - Outgoing Councilmember Appreciation Gathering in Council Chambers – Thursday, May 21, 2026, 5:00 pm
  - Lucas Farmers Market – Saturday, May 23, 2026, 8:00 am – 12:00 pm

- City Hall Holiday Closure:
  - City of Lucas offices will be closed Monday, May 25, 2026, in observance of Memorial Day.
  - Regular business hours will resume on Tuesday, May 26, 2026.

## Consent Agenda

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### 3. Consent Agenda:

- A. Approval of the May 7, 2026, City Council meeting minutes.

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

## Regular Agenda

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### 4. Consider adopting Ordinance 2026-05-01045 approving mid-year budget adjustments for fiscal year beginning October 1, 2025, and ending September 30, 2026.

In accordance with Texas House Bill 1522, a Taxpayer Impact Statement has been prepared and is available for public review on the City's website at the following link: <https://www.lucastexas.us/DocumentCenter/View/998/Taxpayer-Impact-Statement-HB1522->

Finance Director Liz Exum presented.

**MOTION:** A motion was made by Mayor Kuykendall, seconded by Mayor Pro Tem Fisher to adopt Ordinance 2026-05-01045 approving mid-year budget adjustments for fiscal year beginning October 1, 2025, and ending September 30, 2026. The motion passed unanimously by a 7 to 0 vote.

### 5. Employee Compensation and COLA Update.

City Manager John Whitsell presented.

No motion is required on this item.

### 6. Consider approving the Public Safety Step Plan to include Fire Department and Police Department Step Plan and corresponding policies to become effective October 1, 2026.

City Manager John Whitsell presented.

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Stubblefield to approve the Public Safety Step Plan to include Fire Department and Police Department Step Plan and corresponding policies to become effective October 1, 2026. The motion passed unanimously by a 7 to 0 vote.

7. **Receive a presentation on the final plans for the project known as the West Lucas Road Reconstruction Project and provide direction to the City Manager.**

Public Works Director Joe Hilbourn presented.

There is no motion required on this item.

8. **Consider authorizing the City Manager to negotiate and enter into an agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,000,121 to provide construction management, inspection services, and materials testing for the West Lucas Road Widening Project, using existing funds in account 21-8210-491-136 in the amount of \$1,508,350 and encumbering additional funds of \$491,771 from identified funding sources associated with the West Lucas Road Widening Project.**

Public Works Director Jeremy Bogle presented.

**MOTION:** A motion was made by Councilmember Peterson, seconded by Mayor Kuykendall to approve authorizing the City Manager to negotiate and enter into an agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,000,121 to provide project management, inspection services, and materials testing for the West Lucas Road Widening Project, using existing funds in account 21-8210-491-136 in the amount of \$1,508,350 and encumbering additional funds of \$491,771 from identified funding sources associated with the West Lucas Road Widening Project. The motion passed unanimously by a 7 to 0 vote.

9. **Consider authorizing the City Manager to negotiate and enter into an agreement with Innovative Roadway Solutions, LLC to complete Frictional Asphalt Pavement Preservation Treatment - ONYX Fog Seal/Crack Sealing throughout the City of Lucas in an amount not to exceed \$70,525.20 using funds from Account 11-8209-301, Improvement Roads.**

CIP Manager Patrick Hubbard Presented.

**MOTION:** A motion was made by Councilmember Johnson, seconded by Mayor Pro Tem Fisher to approve authorizing the City Manager to negotiate and enter into an agreement with Innovative Roadway Solutions, LLC to complete Frictional Asphalt Pavement Preservation Treatment – ONYX Fog Seal/Crack Sealing throughout the City of Lucas in an amount not to exceed \$70,525.20 using funds from Account 11-8209-301, Improvement Roads. The motion passed unanimously by a 7 to 0 vote.

10. **Consider authorizing the purchase of 8 APX Next Portable Motorola radios and 2 APX6500 mobile Motorola radios in the amount of \$110,525.26 to be funded from account number 11-8700-420, Capital Outlay - Equipment.**

City Manager John Whitsell presented.

**MOTION:** A motion was made by Councilmember Peterson, seconded by Councilmember Johnson to approve the purchase of 8 APX Next Portable Motorola radios and 2

APX6500 mobile Motorola radios in the amount of \$110, 525.26 to be funded from account number 11-8700-420, Capital Outlay – Equipment. The motion passed unanimously by a 7 to 0 vote.

- 11. Consider authorizing the purchase of 2 F-150 Responder trucks and the upfit of the 2025 Chevy Tahoe Responder in the amount of \$146,584.30 to be funded from Account # 11-8700-421, Capital Outlay - Vehicles.**

City Manager John Whitsell presented.

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Stubblefield to approve the purchase of 2 F-150 Responder trucks and the upfit of the 2025 Chevy Tahoe Responder in the amount of \$146,584.30 to be funded from account number 11-8700-421, Capital Outlay – Vehicles. The motion passed unanimously by a 7 to 0 vote.

- 12. Consider authorizing the possible issuance of Tax Notes to finance road and drainage improvements and the purchase of equipment and vehicles.**

City Manager John Whitsell presented.

**MOTION:** A motion was made by Mayor Kuykendall, seconded by Councilmember Johnson to approve authorizing the possible issuance of Tax Notes to finance road and drainage improvements and the purchase of equipment and vehicles. The motion passed unanimously by a 7 to 0 vote.

## **Executive Session Agenda**

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- 13. Executive Session:**

An Executive Session was not held at this meeting.

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

No action was taken from the Executive Session.

## **Adjournment**

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- 15. Adjournment.**

**MOTION:** A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence to adjourn the meeting at 8:04 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

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Dusty Kuykendall, Mayor

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Toshia Kimball, City Secretary



**MINUTES**  
**CITY COUNCIL**  
**SPECIAL CALLED MEETING**  
May 12, 2026 | 9:00 AM  
Council Chambers  
City Hall | 665 Country Club Road, Lucas, Texas

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**City Councilmembers Present:**

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

**City Staff Present:**

City Manager John Whitsell  
City Secretary Toshia Kimball

**City Councilmembers Not Present:**

Councilmember Phil Lawrence  
Councilmember Brian Stubblefield  
Councilmember Tim Johnson

Mayor Kuykendall called the meeting to order at 9:00 a.m., determined that a quorum was present, and the Pledge of Allegiance was recited.

**Citizen Input**

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**1. Citizen Input**

No citizen input.

**Regular Agenda**

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- 2. Consider approving Resolution R-2026-05-05581 of the City Council of the City of Lucas, Texas, canvassing and declaring the results of the General Election of the City of Lucas held May 2, 2026, for the purpose of electing two City Councilmembers for Seat No.1 and Seat No. 2 to serve three (3) year terms, beginning May 21, 2026.**

Mayor Kuykendall read the final results from Collin County, which were reflected on the updated Resolution presented at the meeting.

**MOTION:** A motion was made by Mayor Kuykendall, seconded by Councilmember Bierman, to approve Resolution R-2026-05-05581 as presented. The motion passed unanimously by a 4 to 0 vote.

**Adjournment**

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**5. Adjournment.**

**MOTION:** A motion was made by Councilmember Peterson, seconded by Mayor Pro Tem Fisher to adjourn the meeting at 9:03 a.m. The motion passed unanimously by a 4 to 0 vote.

APPROVED:

ATTEST:

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Dusty Kuykendall, Mayor

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Toshia Kimball, City Secretary



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: Toshia Kimball, City Secretary  
Dusty Kuykendall, Mayor

**Agenda Item Request:**

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Administer the Oath of Office and Certificate of Election to Jonathan Underhill, City Council Seat 1, and Rebecca Orr, City Council Seat 2, and receive remarks from incoming Councilmembers.

**Background Information:**

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NA

**Attachments/Supporting Documentation:**

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1. Oath of Office Jonathan Underhill
2. Certificate of Election - Jonathan Underhill
3. Oath of Office Rebecca Orr
4. Certificate of Election - Rebecca Orr

**Budget/Financial Impact:**

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NA

**Recommendation:**

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NA

**Motion:**

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NA

## Form 2204 - Oath of Office (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

### **Execution and Delivery Instructions**

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

**Email:** Scanned copies of the executed Oath may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov). If sent by email, the original Oath should also be mailed to the appropriate address above.

**NOTE:** *Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.*

### **Commentary**

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

### ***Officers Required to File Oath of Office with the Secretary of State:***

Gubernatorial appointees

District attorneys

Appellate and district court judges

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas

Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code

Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

### ***Officers Not Required to File Oath of Office with the Secretary of State:***

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.

All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

*As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.*

**The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division*), County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov't Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer's qualification so that the commission may be issued.

*Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.texas.gov](mailto:register@sos.texas.gov).*

*Revised 9/2017*

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of \_\_\_\_\_ of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

\_\_\_\_\_  
Printed or Typed Name



In the name and by the authority of the  
STATE OF TEXAS  
THIS IS TO CERTIFY that at a general election  
held on May 2, 2026

**JONATHAN UNDERHILL**

was duly elected to

**CITY COUNCILMEMBER SEAT 1**  
**CITY OF LUCAS, TEXAS**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Lucas to be affixed at the City of Lucas, this the 21<sup>ST</sup> day of May, 2026.

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Dusty Kuykendall, Mayor  
City of Lucas

## Form 2204 - Oath of Office (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

### **Execution and Delivery Instructions**

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

**Email:** Scanned copies of the executed Oath may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov). If sent by email, the original Oath should also be mailed to the appropriate address above.

**NOTE:** Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.

### **Commentary**

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

### ***Officers Required to File Oath of Office with the Secretary of State:***

Gubernatorial appointees

District attorneys

Appellate and district court judges

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas

Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code

Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

### ***Officers Not Required to File Oath of Office with the Secretary of State:***

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.

All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

*As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.*

**The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division*), County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov't Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer's qualification so that the commission may be issued.

*Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.texas.gov](mailto:register@sos.texas.gov).*

*Revised 9/2017*

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of \_\_\_\_\_ of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

\_\_\_\_\_  
Printed or Typed Name



In the name and by the authority of the  
STATE OF TEXAS  
THIS IS TO CERTIFY that at a general election  
held on May 2, 2026

**REBECCA ORR**

was duly elected to

**CITY COUNCILMEMBER SEAT 2**  
CITY OF LUCAS, TEXAS

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Lucas to be affixed at the City of Lucas, this the 21<sup>ST</sup> day of May, 2026.

---

Dusty Kuykendall, Mayor  
City of Lucas



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: City Council

**Agenda Item Request:**

---

Consider board/commission appointments for vacant board member positions for the Board of Adjustment and Planning and Zoning Commission:

- A. Board of Adjustment (also serving as the Building and Standards Commission) and Board Liaison) One (1) vacant member position
- B. Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee) Two (2) vacant alternate commissioner positions

**Background Information:**

---

Candidates were interviewed or contacted by Mayor Dusty Kuykendall and Mayor Pro Tem Fisher. All members who expressed a desire to serve were considered. Currently the current openings are as follows:

Board of Adjustment: One (1) member position  
Planning and Zoning: Two (2) alternate commissioner positions

Board of Adjustment member Rebecca Orr was elected in the May 2, 2026, General Election for City Council Seat 2. Her Board of Adjustment position began January 1, 2026, and ends December 31, 2027.

Planning and Zoning Alternate Commissioner 1 position is vacant, and begins January 1, 2026, and expires on December 31, 2027. Brian Dale was currently in the role and was appointed as Commissioner at the December 18, 2025, City Council Meeting.

Planning and Zoning Alternate Commissioner 2, Jonathan Underhill was elected in the May 2, 2026, General Election for City Council Seat 1. His Planning and Zoning Alternate Commissioner 2 position began January 1, 2025, and expires on December 31, 2026.

**Attachments/Supporting Documentation:**

---

None

**Budget/Financial Impact:**

---

NA

**Recommendation:**

---

Mayor Dusty Kuykendall (City Council Liaison to the Planning and Zoning Commission) recommends the following to be appointed on the Planning and Zoning Commission:

- Sean Watts (Alternate Commissioner 1) for an unexpired term beginning January 1, 2026, and expiring December 31, 2027.
- Mark Davis (Alternate Commissioner 2) for an unexpired term beginning January 1, 2025, and expiring December 31, 2026.

Mayor Dusty Kuykendall recommends the following to be appointed on the Board of Adjustment:

- Paula Walker (Member) for an unexpired term beginning January 1, 2026, and expiring on December 31, 2027.
- Peggy Rusterholtz (Member) for an unexpired term beginning January 1, 2025, and expiring on December 31, 2026.
- Richard Schertz (Alternate Member 1) for an unexpired term beginning January 1, 2025, and expiring on December 31, 2026.
- Kurt Silberstein (Alternate Member 2) for an unexpired term beginning January 1, 2026, and expiring on December 31, 2027.

**Motion:**

---

I make a motion to appoint the following to the Board of Adjustment (also serving as the Building and Standards Commission) for two-year unexpired terms:

- Paula Walker (Member) for an unexpired term beginning January 1, 2026, and expiring on December 31, 2027.
- Peggy Rusterholtz (Member) for an unexpired term beginning January 1, 2025, and expiring on December 31, 2026.
- Richard Schertz (Alternate Member 1) for an unexpired term beginning January 1, 2025, and expiring on December 31, 2026.
- Kurt Silberstein (Alternate Member 2) for an unexpired term beginning January 1, 2026, and expiring on December 31, 2027.

I make a motion to appoint the following to the Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee) for two-year unexpired terms:

- Sean Watts (Alternate Commissioner 1) for an unexpired term beginning January 1, 2026, and expiring on December 31, 2027.
- Mark Davis (Alternate Commissioner 2) for an unexpired term beginning January 1, 2025, and expiring on December 31, 2026.



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: Dusty Kuykendall, Mayor

**Agenda Item Request:**

---

Consider the appointment of Mayor Pro Tem to serve for a one-year period beginning June 1, 2026, and ending May 31, 2027.

**Background Information:**

---

Per the City Charter, Section 3.10 (1) a Mayor Pro Tem shall be selected after each regular election of the City Councilmembers and shall serve in the capacity of Mayor during their absence.

**Attachments/Supporting Documentation:**

---

None

**Budget/Financial Impact:**

---

NA

**Recommendation:**

---

NA

**Motion:**

---

I make a motion to appoint \_\_\_\_\_ as Mayor Pro Tem to serve for a one-year period beginning June 1, 2026 and ending May 31, 2026.



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: Joe Hilbourn, Development Services Director

**Agenda Item Request:**

---

Consider approving Ordinance 2026-05-01046, a request by Jason Humble, of 1977 Mary Lee Lane, Lucas, Texas 75002, to abandon a portion of Mary Lee Lane ROW between the properties of 1977 Mary Lee Lane and 1970 Mary Lee Lane.

**Background Information:**

---

The residents adjoining the future roadway dedication are in agreement that the right-of-way should be vacated and reverted to the property owners. The City no longer intends to extend Mary Lee Lane, as the extension was removed from the Thoroughfare Plan prior to 2010.

**Attachments/Supporting Documentation:**

---

1. Plat
2. LUCAS ORD Abandoning Portion of Mary Lee Lane ROW

**Budget/Financial Impact:**

---

N/A

**Recommendation:**

---

Staff recommends approval as requested.

**Motion:**

---

I hereby make a motion to approve/deny Ordinance 2026-05-01046, a request by Jason Humble, of 1977 Mary Lee Lane, Lucas, Texas 75002, to abandon a portion of Mary Lee Lane ROW between the properties of 1977 Mary Lee Lane and 1970 Mary Lee Lane.

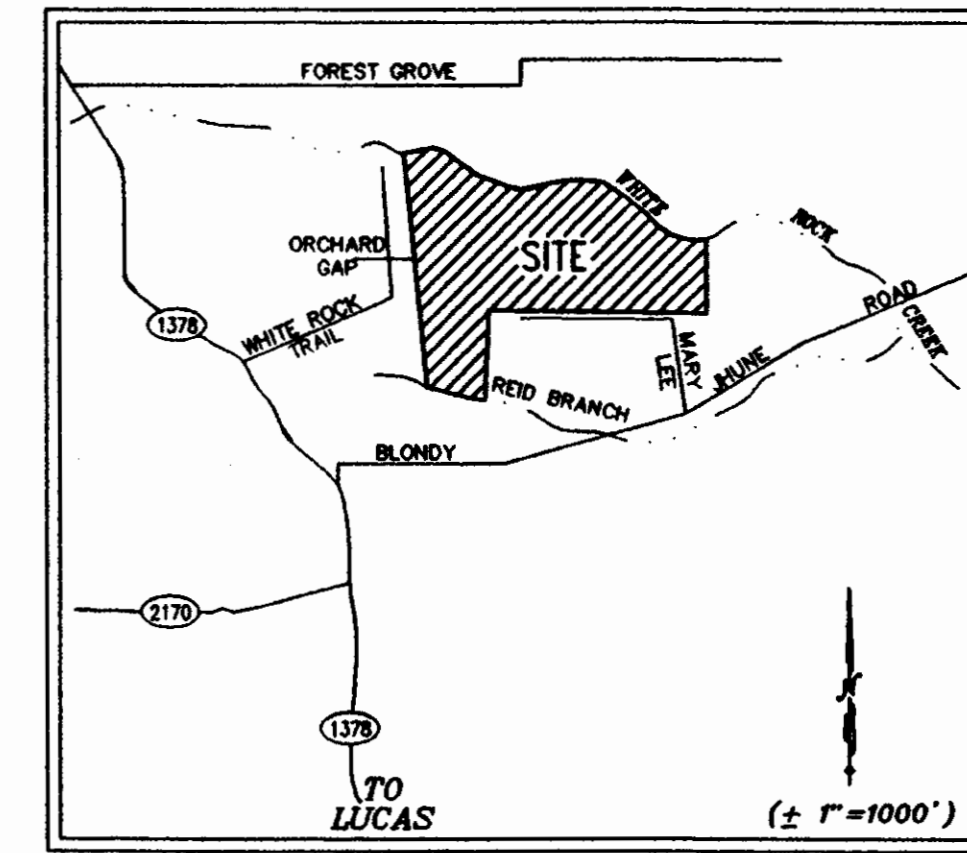
4892-2

APPROX. CREEK

Abbie Lou Meaders  
Vol. 2296, Pg. 672  
( DRCCT )

Tract 2  
Vol. 1360, Pg. 129  
( DRCCT )

Coelen Addition  
Cab. G, Pg. 180  
( PRCT )



VICINTY MAP  
MAPSCO PAGE 462-W,562-B

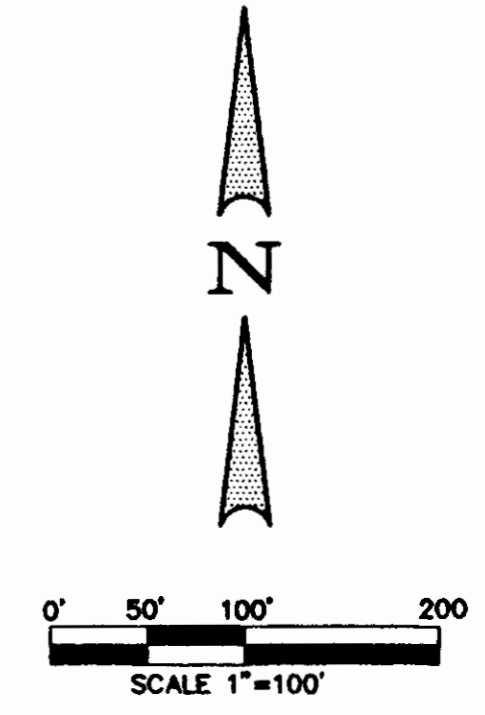
NO.	DATE	REVISION	APPROV.

**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
12000 MILBURN ROAD, SUITE 200  
DALLAS, TEXAS 75244  
(972) 440-7000 FAX

JOHN W. KIRBY SURVEY, ABSTRACT NO. 506  
CITY OF LUCAS  
COLLIN COUNTY, TEXAS  
UNITED STANDARD REALTY MORTGAGE CORPORATION  
718 WEST ARAPAHO, STE. 100  
RICHARDSON, TEXAS 75080  
(972) 783-8888

FINAL PLAT  
FOREST CREEK ESTATES  
151.459 ACRES

Scale: 1"=100'	Date: 4/24/97
Designed By: W & A	Drawn By: S.J.S.
Checked By: W & A	File: 2540PL1.DWG
Project No.: 23401.02 (54)	



Filed for Record in  
COLLIN COUNTY, TEXAS  
HIGHLIGHT DEED RECORDS  
On 1997/11/24  
At 4:27P K 45  
Recorder: 97-0100332  
Title: PL 46,100

3722

BM :  
Cut Found C Top culvert S. Side White Rock Trail  
at FM 1378 Elev.=596.42  
TBM :  
Cut Set on edge of Pmnt. N. side Orchard Gap  
Laqne approx. 4.0' from end of Pmnt.  
Elev.=594.68

**FINAL PLAT**  
**FOREST CREEK ESTATES**  
151.459 ACRES  
CITY OF LUCAS, COLLIN COUNTY, TEXAS

**SHEET**  
**2**  
**OF**  
**4**



**ORDINANCE 2026-05-01046**

[Abandoning, vacating and quitclaiming a portion of Mary Lee Lane ROW]

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ABANDONING AND QUITCLAIMING ALL RIGHT, TITLE, AND INTEREST IN A PORTION OF THAT CERTAIN RIGHT-OF-WAY DESCRIBED AS THE NORTH EASTERN PORTION OF MARY LEE LANE ON THE NORTH EASTERN SIDE OF THE CUL-DE-SAC AND BEING SITUATED ON THE NORTH WEST SIDE OF LOT 1 AND SOUTH EAST SIDE OF LOT 7 AND MORE PARTICULARLY DESCRIBED AND DEPICTED ON THE FINAL PLAT OF FOREST CREEK ACRES ESTATES FILED IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS ON NOVEMBER 24, 1997 AT 97-0100332 ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE SAID ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lucas, Texas, acting pursuant to State law and upon request of the underlying and abutting property owners, **Jason and Teresa Cazares-Humble and Melanie Tawater** (collectively hereinafter referred to as "Grantees"), deems it advisable to abandon, vacate, and quitclaim the hereinafter described right-of-way to Grantees, and is of the opinion and finds that said right-of-way is not needed for public use and should be abandoned, vacated, and quitclaimed to Grantees, subject to the reservations and conditions of this ordinance.

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

**SECTION 1.** The City of Lucas, Collin County Texas, on behalf of the public, hereby abandons, vacates, and quitclaims in favor of the abutting owners, the Grantees, of the underlying right-of-way easement all of the City's right, title, and interest in and to that portion the public right-of-way, encumbering the following described real property, together with all alley improvements constructed on the surface thereof:

NORTH EASTERN PORTION OF MARY LEE LANE ON THE NORTH EASTERN SIDE OF THE CUL-DE-SAC AND BEING SITUATED ON THE NORTH WEST SIDE OF LOT 1 AND SOUTH EAST SIDE OF LOT 7 AND MORE PARTICULARLY DESCRIBED AND DEPICTED ON THE FINAL PLAT OF FOREST CREEK ACRES ESTATES FILED IN THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS ON NOVEMBER 24, 1997 AT 97-0100332 AND BEING MORE PARTICULARLY DESCRIBED AND

DEPICTED IN **EXHIBIT "A,"** ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE (THE "MARY LEE LANE ROW").

**SECTION 2.** The abandonment and vacation of the Mary Lee Lane ROW described and depicted in Exhibit "A" hereto is subject to any existing easement rights of others, whether apparent or non-apparent, aerial, surface, underground or otherwise, owned by any and all third parties.

**SECTION 3.** The City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to abutting property owners and record this ordinance in the Official Public Records of Collin County, Texas. The certified copy of this ordinance shall serve as the quitclaim deed of the City of Lucas, Texas, of all the right, title or interest of the City of Lucas, Texas, in and to said Mary Lee Lane ROW described in Section 1, subject to the limitations and reservations of this ordinance.

**SECTION 4.** The City Manager is authorized to execute any documents necessary to complete the abandonment contemplated herein.

**SECTION 5.** 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 6.** 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 7.** 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:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney

\_\_\_\_\_  
Toshia Kimball, City Secretary





**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: Patrick Hubbard, CIP Manager

**Agenda Item Request:**

---

Consider authorizing the City Manager to enter into an interlocal cooperation agreement for road improvements with Collin County.

**Background Information:**

---

The City of Lucas and Collin County maintain an ongoing agreement specifying maintenance obligations for roads. This agreement was last renewed in 2021. The agreement references the Collin County Road Policy adopted by Collin County on February 1, 2021, which defines how maintenance obligations for streets will be determined. This policy is unchanged since the last time the agreement was renewed.

**Attachments/Supporting Documentation:**

---

1. Interlocal Cooperation Agreement - Road and Bridge
2. County Road Policy

**Budget/Financial Impact:**

---

This item has no direct budgetary impacts and does not reflect a change to historic road maintenance with the County.

**Recommendation:**

---

Staff recommends approving the interlocal cooperation agreement.

**Motion:**

---

I make a motion to approve/deny authorizing the City Manager to enter into an interlocal cooperation agreement for road improvements with Collin County.

**INTERLOCAL COOPERATION AGREEMENT**

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both Collin County, Texas and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Lucas, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH  
COURT ORDER NO. 2021-109-02-01 (Copy Attached)

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.

2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

IV.

This Agreement shall be effective October 1, 2026, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2030 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notices, correspondence, and all other communications shall be addressed as follows; However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

If to Collin County:

Public Works  
700A Wilmeth Rd.  
McKinney, TX 75069  
972-548-3700

Purchasing  
2300 Bloomdale Rd., #3160  
McKinney, TX 75071  
972-548-4165

Administration  
2300 Bloomdale Rd., #4192  
McKinney, TX 75071  
972-548-4698

If to City:

Name  
Address  
City, State, Zip  
Phone  
[email](#)

V.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

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.

VI.

**Dispute Resolution**

**Notice & Conference**

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Lucas will meet in person to discuss and try to resolve the issue. This process will take no more than five (5) business days, unless the parties agree otherwise.

**Prerequisites to Filing for ADR or a Lawsuit**

Neither party may file a claim or lawsuit in any forum before the parties are finished using the cooperation procedures set forth above.

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.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

VII.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement. This agreement does not confer any rights or remedies upon any person or entity other than the Parties.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original for all purposes.

COLLIN COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Judge

CITY OF LUCAS

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

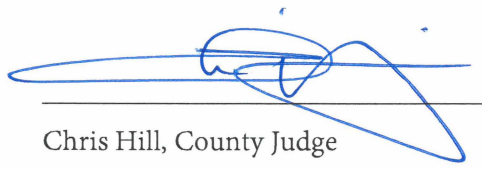
State of Texas §  
Collin County §  
Commissioners Court §


Court Order  
2021-109-02-01

An order of the Collin County Commissioners Court adopting a policy.

The Collin County Commissioners Court hereby approves the amended Collin County Road and Right of Way policies, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, February 2, 2021.

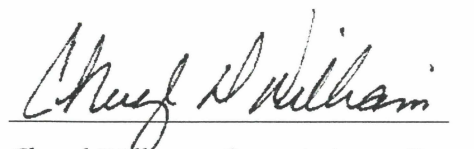
  
Chris Hill, County Judge

  
Darrell Hale, Commissioner, Pct 3

  
Susan Fletcher, Commissioner, Pct 1



  
Duncan Webb, Commissioner, Pct 4

  
Cheryl Williams, Commissioner, Pct 2

  
ATTEST: Stacey Kemp, County Clerk



# **COLLIN COUNTY ROADWAY POLICY**

---

Approved by the Collin County Commissioners Court on February 1, 2021  
Court Order Number 2021-109-02-01

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## 1.01 INTRODUCTION

### A. Purpose

This Roadway Policy has been adopted by Commissioners Court to put standards in place by which roadways and right of way in unincorporated Collin County are maintained. Commissioners Court reserves the right to amend any portion of this court order as deemed necessary and/or when required by changes in the law of Texas, state statutes or transportation codes.

### B. Applicability

This Policy applies to roadways within Collin County that are located outside of the corporate limits of a municipality. Additionally, this policy may exclude areas within Collin County that are located within the extraterritorial jurisdiction (ETJ) of a municipality, provided that an ETJ has been established by the municipality and the municipality has entered into a written interlocal agreement with the County that identifies the municipality as the entity authorized to maintain roadways and rights of way within their respective ETJ.

Collin County will not be responsible for any damage caused by County crews to any facility installed that is not in compliance with this Policy.

Any extenuating circumstances not covered under this Policy shall be brought to the attention of Commissioners Court for consideration.

## 1.02 DEFINITIONS

For the purpose of this Policy, the following terms, phrases, words and their derivations shall have the meaning given herein. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in planning and engineering practice. The word “shall” is mandatory and the word “may” is permissive.

**AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)** - An association of state highway and transportation officials.

**BUSINESS DAY** – the days of the week when County offices are normally open (excludes official holidays and weekends). Collin County holidays may be found online at:

<https://www.collincountytx.gov/government/Pages/Holidays.aspx>

**COLLIN COUNTY ROADWAY SYSTEM** – Any roadway maintained by Collin County Public Works.

**COMMISSIONERS COURT** – The Commissioners Court of Collin County.

**COUNTY** – Collin County, Texas.

**COUNTY CLERK** – the County Clerk of Collin County.

**COUNTY ROADWAY** – a public roadway under the control and maintenance of the

County.

**DEDICATION** – the appropriation of land, or an easement therein, by an Owner, for the use of the public and accepted for such use by or on the behalf of the public.

**DEVELOPER** – any person, partnership, firm association, corporation (or combination thereof), or any officer, agent, employee, servant or trustee thereof, who performs or participates in the performing of any act toward the development of a subdivision, within the intent, scope and purview of the Collin County Subdivision Regulations.

**DEVELOPMENT** – all land modification activity, including grading or construction of buildings, roadways, parking lots and/or other impervious structures or surfaces.

**DIRECTOR OF PUBLIC WORKS** – where used in this Policy, “Director of Public Works” shall mean the Collin County Director of Public Works and his/her authorized and/or appointed representatives.

**EASEMENT** – an area for restricted use on private property upon which a public or private utility/entity/HOA or Lot Owner responsible for maintenance shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or interfere with the construction, maintenance and/or efficiency of its respective systems on or within any of these easements.

**ENGINEER** – a person licensed under the provisions of the Texas Engineering Registration Act to practice the profession of engineering in the State of Texas.

**EXISTING ROADWAYS** – roadways that have been constructed and are in place prior to the passage of this Policy.

**EXTRATERRITORIAL JURISDICTION (ETJ)** – the unincorporated land area, not a part of any city, which is contiguous to the corporate limits, as defined in [Local Government Code, Chapter 42](#).

**FACILITY** - any permanent or temporary non-County owned improvement placed within the right of way. Such facilities may involve underground, surface, or overhead facilities, either singularly or in combination. (Accessories are any attachments, appurtenances, or integral parts of the facility such as fire hydrants, valves, gas regulators, etc.).

**FINAL ACCEPTANCE** – formal acceptance by order of the Collin County Commissioners Court.

**HOMEOWNERS ASSOCIATION** – an organized, non-profit corporation with mandatory membership when property is purchased.

**INCORPORATED AREA** – See Extraterritorial Jurisdiction.

**INTERLOCAL AGREEMENT (ILA)** – A written contract between local government agencies.

**MINIMUM REQUIREMENTS** – Minimum acceptable requirements; such requirements may be modified by the Director of Public Works as may be necessary to protect the public

health, safety, and welfare.

**OWNER** – the Owner of the parent tract or lot of record.

**PUBLIC WORKS** – Collin County Public Works.

**RESIDENT** – a person who lives somewhere permanently or on a long-term basis.

**RIGHT OF WAY** – a parcel of land that is occupied or intended to be occupied, by a roadway or alley. Where appropriate, “right of way” may include other facilities and/or utilities such as sidewalks; railroad crossings; and/or electrical, telecommunication, oil, gas, water, sanitary sewer and/or storm sewer facilities. The term “right of way” shall also include parkways and medians which are located outside of the actual pavement. The usage of the term “right of way” for land platting purposes shall mean that every public right of way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right of way and shall not be included within the dimensions or areas of such lots or parcels. The right of way is the distance between property lines measured at right angles to the centerline of the roadway or alley.

**ROADWAY** – a paved right of way (or easement), whether public or private and however designated, which provides vehicular access to adjacent land and/or connection to other roadways or highways.

**SUBDIVISION** – the division of a tract of land situated within Collin County and outside the corporate limits of any municipality into two (2) or more lots, parcels or tracts for the purpose of sale or development, or for the purpose of laying out roadways, alleys, squares, parks, public utility easements, public rights of way, private ingress/egress easements, drainage or stormwater improvements, or other parts of the tract intended to be dedicated for public use or for the use of purchasers or owners of lots or parcels fronting on or adjacent to such facilities.

**TAA**– a Temporary Access Agreement between Collin County and property owner.

**TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)** - The most recent edition, including any additions or corrections, of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

**THOROUGHFARE** - a principle traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the area adjacent thereto and to act as a principle connecting roadway with state highways.

**THOROUGHFARE PLAN** – the most recently adopted Collin County Thoroughfare Plan <https://www.collincountytx.gov/mobility/Documents/CCThoroughfarePlan.pdf>

### 1.03 EXISTING ROADWAYS – MAINTENANCE RESPONSIBILITIES

Only public roadways that have been determined by Commissioners Court to be approved County Roads shall be maintained at County expense by Public Works. The County shall not maintain U.S. Highways, state roadways, private roadways, and other roadways or sections of a roadway within the city limits of an incorporated city.

#### A. Roadways within an Incorporated Area or within a City

1. Each city within Collin County is responsible for maintaining the bridges and roadways within their city limits.
2. Commissioners Court may consider making or participating in general maintenance items including rocking, grading, asphalt, leveling, seal coating, oiling for dust control, installation of culverts, warning signs, cleaning of drainage ditches, mowing or brush cutting and emergency repairs to bridges.
3. The following requirements must be met before Public Works can perform maintenance within an incorporated area or within city limits:
  - a. An Interlocal Agreement (ILA) must be presented to and approved by Commissioners Court. This currently executed ILA must be on file with the County.
  - b. Commissioners Court has granted approval of maintenance request(s).
  - c. Schedule will be set forth by Public Works and will be dependent upon the work schedule of County crews.
  - d. Emergency requests will be evaluated by Commissioners Court based upon the merits presented by the requesting city. Commissioners Court authorization is required for work performed within incorporated Cities.

#### B. Roadways adjacent to a City

1. Roads or sections of roadways bordered by a city or cities may be maintained at County expense as follows:
  - a. A portion of a public roadway adjacent to property that has been annexed by a city or cities before 2015, from the centerline of the roadway to the edge of the roadway on the opposite side from the City, may be maintained at County expense. The city's responsibility for maintenance of the roadway shall extend to the centerline of the roadway.
  - b. Any portion of a public roadway adjacent to property that has been annexed by a city or cities after 2015, shall not be maintained at County expense. The city's responsibility for maintenance of the roadway shall extend to the entire roadway.
  - c. Any portion of a public roadway that is bordered by a city or cities on both sides will be considered to lie entirely within an Incorporated Area and shall

not be maintained at County expense.

C. Roadways within a Subdivision

1. Maintenance of roadways in a Subdivision shall be performed by the Developer or Homeowners Association until roadways have been approved for County maintenance by Commissioners Court. See Collin County Subdivision Regulations for further information.

D. Abandonment of County Roads

1. The Commissioners Court, by unanimous vote, may abandon a County roadway upon following specific procedures as required by Vernon's Civil Statutes and the Texas Transportation Code Section 251.057. <https://statutes.capitol.texas.gov/Docs/TN/htm/TN.251.htm#251.057>
2. In order for the public to request the relinquishment of the public's right of way and use of a roadway, the following conditions must be met:
  - a. Petition and Notice signed by eight (8) freeholders of land in the Commissioners' Precinct where the roadway is located is required to abandon a roadway.
  - b. Original signatures are needed on three (3) copies of both the Notice and Petition.
  - c. Signatures should be exactly as name appears on tax roll.
  - d. The roadway and its location should be described on the Notice and Petition prior to signatures being obtained.
  - e. Twenty (20) days public notice posted at the County Courthouse and along the subject roadway is required before Commissioners Court can consider taking action to abandon a roadway. Collin County will post the Notice at these locations upon verification of signatures.
  - f. Unanimous consent of Commissioners Court is required to abandon a roadway.
  - g. In some instances, as required by law, Collin County shall be compensated for the abandonment of right of way.

**1.04 EXISTING ROADWAYS – MAINTENANCE SCHEDULE**

A. Roadway Oiling – Residents with Respiratory Conditions

1. The County will oil a 500-foot portion of a County rock roadway for dust control in front of a resident's house whereas:
  - a. The resident has a chronic respiratory condition.
  - b. The condition is documented by a Medical Doctor (MD).

- c. The County's Application for Dust Control Oiling is signed by a doctor and submitted once each 36 months or 3 years.
    - d. Application for Dust Control Oiling due to chronic respiratory condition is available by calling Public Works (972-548-3700) and requesting an application. This form can be returned by mail to: Public Works, 700 A. West Wilmeth Road, McKinney, Texas, 75069 (or faxed to (972) 548-3754). Residents may also print the form from the Public Works webpage at: [https://www.collincountytx.gov/public\\_works/road\\_bridge/Documents/HealthLetter.pdf](https://www.collincountytx.gov/public_works/road_bridge/Documents/HealthLetter.pdf)
  - 2. If the house is located at a roadway intersection the roadway will be oiled 500-feet in both directions from the intersection.
  - 3. Road oiling for dust control will be performed one time each year and only between Mid-March and early October.
- B. Roadway Oiling – Cemetery Locations
- 1. The County will oil 500 feet of a rock roadway in front of a cemetery for dust abatement at no cost, with approved advanced notice as indicated below:
    - a. Public Works receives 48 hours advanced notice of a graveside service date or;
    - b. Public Works receives 10-day advanced notice of the date scheduled for a recognized cemetery "clean up day"
- C. Roadway Oiling – Additional Applications
- 1. Routine roadway grading will not warrant additional applications of oil. All additional applications of oil whether health related or otherwise will be at the requestor's expense.
  - 2. When construction causes heavier than normal truck traffic on a rock road the County may, at the discretion of the Director of Public Works, apply oil.
  - 3. All other requests for oiling in unincorporated areas of the County shall be at the requester's expense. Collin County shall be reimbursed for the cost of materials; requestor to call County for cost estimate based on current price. This process will consist of three (3) separate applications per 500 linear feet, typically two applications on a specific day with the remaining application a day or two thereafter. This service will be performed only between the warmer months of Mid-March through Early October. Requests for roadway oiling during the warmer months shall be made no later than September 30 of the year prior.
- D. Temporary Roadway Closures
- Requests for Temporary Road Closures shall be made as far in advance as possible, with minimum submittal dates listed below. Late requests may be denied due to not having enough time to evaluate impacts.

1. Non-Emergency Temporary Road Closure Request: Complete and submit the County's Roadway Closure Request Form at least 72 hours of the proposed closure. This form can be found on the County's website at: [https://www.collincountytx.gov/public\\_works/road\\_bridge/Pages/roadclose.aspx](https://www.collincountytx.gov/public_works/road_bridge/Pages/roadclose.aspx) The Director of Public Works will review the request and notify the applicant in writing of their decision within 24 hours of the road closure. If approved, County staff will notify affected parties such as USPS, school districts, law enforcement, emergency responder agencies, and adjacent landowners. Applicant is responsible for deploying and retrieving all necessary equipment including barricades, cones, signs, etc.
  2. Special Event Temporary Road Closure Request: Complete and submit the County's Roadway Closure Request Form at least 90 days prior to the special event. This form can be found on the County's website at: [https://www.collincountytx.gov/public\\_works/road\\_bridge/Pages/roadclose.aspx](https://www.collincountytx.gov/public_works/road_bridge/Pages/roadclose.aspx) The Director of Public Works will review the request and notify the applicant in writing of their decision within 14 days of the road closure. The event sponsor shall be responsible for funding any County personnel and equipment provided for traffic control.
  3. Emergency Temporary Road Closure Request: In the event of an Emergency Temporary Road Closure, call 972-548-3700 to submit verbal request. Requests will be executed expeditiously by on-duty Public Works staff or on-call staff during non-business hours. Public Works will promptly deploy barricades, cones, and/or other appropriate equipment to the roadway(s). Once the situation is stabilized (flood waters subside, public safety restored, etc.) and the Director of Public Works has communicated approval, Public Works staff will collect all equipment and re-open the roadway(s).
- E. Mowing/Brush Cutting
1. Public Works will mow all County right of way property as follows:
    - a. Spring/Summer months – Mow all County Roadways one mower width (8' to 12') once per year.
    - b. Fall/Winter months – Mow all County Roadways total right of way width (including fence lines as instructed by the Director of Public Works) once per year. This may include areas between the pavement and fences where fences are outside of the right of way limits.
  2. Brush cutting is typically performed during dormant fall and winter (non- growth) months:
    - a. Tree and limb removal by use of hydraulic boom mowers will serve to minimize vehicle damage from overhanging limbs/brush and improve vehicle/driver line of sight. Branches over the roadway will be trimmed to provide 18' of vertical

clearance, while branches outside the roadway but within the right of way will be trimmed to a height of 14' vertical clearance.

- b. Hand cutting and pruning is completed as manpower and scheduling permit. Requests for hand cutting are handled and approved on a case by case basis.
3. Brush and vegetation will be cut anywhere necessary to maintain adequate line of sight on roadways.

F. Herbicide Application

1. Public Works will treat all County right of way 2 times per year with contact herbicide at required or allowable rates. This includes facility obstructions (i.e. fire hydrants, water valves, guardrails, pole guy wires, phone pedestals, etc.) to improve visibility of object.
2. All asphalt roadway shoulders are treated with herbicides.
3. Residents and business owners may request that the County not spray the right of way adjacent to their property by calling 972-548-3700. The resident or business owner accepts responsibility for maintaining the right of way according to this Roadway Policy. Non-spray requests may be denied based on the following conditions:
  - a. Where roadway shoulder vegetation encroachment has caused or shows the potential to cause damage to the roadway surface.
  - b. Where herbicide treatment of facility obstructions poses a liability to County maintenance.
  - c. Line of sight and visibility issues.
  - d. Any other condition as deemed by the Director of Public Works.

G. Inspections

1. Inspection of County-maintained asphalt and concrete roadways will be conducted on a schedule to be determined by the Director of Public Works.
2. Inspection of city roadways will be conducted as per parameters set forth in the ILA. If inspection parameters are not defined in the ILA, inspections will be conducted on a schedule determined by the Director of Public Works.
3. Inspection of subdivision roadways will be conducted prior to County takeover of maintenance as per Collin County Subdivision Regulations.
4. Additional inspections will be performed as determined by the Director of Public Works. Inspection results will be used as a guide to determine budget and repair/maintenance requirements.

**1.05 EXISTING ROADWAYS - IMPROVEMENTS**

A. Improvements to Roadways Within City Limits

1. Commissioners Court may consider performing or participating in improvements to roads and bridges within the corporate limits of a city. These improvements include but are not limited to general maintenance items including rocking, grading, asphalt, leveling, seal coating, oiling for dust control, installation of culverts, warning signs, cleaning of drainage ditches, mowing or brush cutting and emergency repairs to bridges. The following requirements must be met before Public Works can perform improvements within city limits:
    - a. An Interlocal Agreement (ILA) must be presented to and approved by Commissioners Court. This currently executed ILA must be on file with the County.
    - b. Schedule will be set forth by Public Works and will be dependent upon the work schedule of County crews.
    - c. Emergency requests will be evaluated by Commissioners Court based upon the merits presented by the requesting city. Commissioners Court authorization is required for work performed within incorporated Cities.
- B. Major Improvements to Roadways Within City Limits
1. Major improvements such as the construction or reconstruction of roadways will be considered on a case by case basis.
  2. All major improvement requests must be submitted in letter format to the Director of Public Works by April 1st of the year prior to the year improvements are anticipated.
- C. Reimbursement for Work Performed by Public Works
1. Prior to beginning any improvements, the city shall make reimbursement arrangements. If the city is unable to reimburse for the full amount, the city may petition Commissioners Court for a payment schedule including interest. A cost matrix for roadway and bridge repair costs shall be approved by Commissioners Court. The fee schedule shall be reviewed annually or as directed by the Director of Public Works.
  2. Reimbursement costs for roadway and bridge repairs or improvements will be as per the Collin County Cost Matrix. The Collin County Cost Matrix for Cities can be found here: [https://www.collincountytx.gov/public\\_works/road\\_bridge/Pages/cost\\_matrix.aspx](https://www.collincountytx.gov/public_works/road_bridge/Pages/cost_matrix.aspx) and is subject to change. Any deviation from this cost matrix must be approved by Commissioners Court.

## **1.06 COUNTY ROADWAY FEATURES AND ADJACENT AREAS**

### **A. Right of Way**

1. Right of way shall be donated by transfer of title, easement, or purchased through negotiations and/or eminent domain proceedings. Property owners have the option to donate the same by transfer of title. Public Works does not purchase right of way or utilize condemnation for any roadway improvement. The requested right of way must be acquired prior to the commencement of the project.
  2. The minimum right of way width for road projects performed by Public Works shall be 40 ft. The County may require right of way wider than the minimum where it is determined that the existing width and drainage are not adequate for roadway improvements.
  3. The required right of way width for subdivision roadways shall be as shown in the Collin County Subdivision Regulations.
  4. County right of way shall be kept clear of trees and brush. Collin County has the right to exercise a right of way easement to prevent the planting of trees and shrubs in the right of way and to remove or cause to be removed trees or shrubs growing there by Court Order 2010-722-09-13.
  5. An easement will establish the right of the County to enter onto a property in order to perform necessary work but shall not establish the responsibility to do so.
  6. No work may occur in County right of way or easement without obtaining a permit from the County prior to beginning work. See Collin County Right of Way Use Policy for more information.
- B. Temporary Access Agreement
1. The County may propose to enter into a Temporary Access Agreement (TAA) with the Owner in the event that private property will be needed for roadway improvements. A TAA could grant the County the ability to use private property for the following:
    - a. Parking of County vehicles or equipment
    - b. Stockpile, burn, or chip debris or dirt
    - c. Any other access as approved by the Director of Public Works
  2. TAA's that are required in order to place permanent improvements on private property require Commissioners Court approval.
  3. The County shall, at its expense, restore private property to substantially the same appearance as previously existed following the expiration of the TAA.
  4. A TAA may be used in lieu of a permanent easement to perform minimally intrusive work as part of a right of way issue.
- C. Reimbursement by Property Owners

1. Upon Commissioners Court approval of roadway maintenance or improvements requiring reimbursement from the adjacent property owner, the required amount of money shall be placed in a non-interest bearing escrow account at a bank located within Collin County.
2. Reimbursement amount may include the cost involved for surveying, preparation of Deed or Easement, re-location of fences, facilities (if in a dedicated easement), culverts or other existing improvements. When property owners are required to incur total cost for the upgrade of a roadway, the above cost shall not be borne by Collin County.

#### D. Fencing/Gates

1. Fences installed inside the right of way will be removed at Owner's expense.
2. Right of way obtained as required for roadway improvements may require an existing fence to be removed. The existing fence will be removed and replaced with a fence of the same size and material at County expense. The new fence will be placed at the property line adjacent to the roadway frontage. Existing gates will be reused and re-hung.
3. Reimbursement for any changes to an existing fence is subject to approval by Director of Public Works and authorization by Commissioners Court.
4. All negotiations regarding fence replacement must be completed prior to right of way easement return to Public Works for recording at the Collin County Clerk's Office.
5. Temporary electric fencing, if warranted, will be provided, installed, maintained, and removed by Collin County as related to any roadway improvement project.

#### E. Mail Boxes

1. Mailboxes and their installation in County right of way shall meet specifications found in both the Texas Department of Transportation Regulations and United States Postal Service Regulations. Further information can be found here:  
<https://www.txdot.gov/inside-txdot/division/maintenance/mailboxes.html>  
<https://www.usps.com/manage/mailboxes.htm>
2. Installation of brick/masonry/ornamental metal or other mailboxes that do not conform to these regulations are prohibited inside the right of way.
3. In the event that an existing mailbox is damaged by Public Works crews, the County will replace the damaged mailbox with a standard United States Postal Service approved mailbox on a light weight bendable or break-away pole, regardless of the original construction design.
4. Roadway maintenance or improvements may require the relocation of existing mailboxes within the County right of way.

- F. Roadway Drainage and Driveway Culverts  
Refer to Collin County Drainage Design Manual.

**1.07 MISCELLANEOUS**

A. Signs

1. For installation of regulatory, warning signs and other traffic control devices, Public Works utilizes the most recently adopted versions of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the TxDOT Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. Commissioners Court Order Number 2002-247-04-08 Section B was amended regarding signage (both Regulatory and warning) placed adjacent to County roadways November 9th, 2004 to read as follows:
  - a. All roadway signs shall meet the specifications of Public Works. Private roadway signs are the responsibility of the property owner. The property owner shall pay for fabrication and installation, and any necessary future maintenance of the sign. All signs must meet Collin County standards.
  - b. Collin County does not authorize the use or installation any private signs on County Road right of way. This includes, but is not limited to:
    - i. Business Advertisements
    - ii. Real estate signs (house for sale, open house, etc.)
    - iii. Personal signs (garage sale, puppies for sale, etc.)
    - iv. Political signs

In addition it has been proven in courts of law throughout the country that the below signs provide a false sense of security to those the signs are intended to benefit. As such, these signs become a liability. Additional signs not allowed on County roadways or their respective right of way include but are not limited to the following:

    - v. Children At Play
    - vi. Watch For Children
    - vii. Cattle Crossing
    - viii. Deaf Child

B. Striping

1. The Director of Public Works will determine if a roadway requires striping.
2. Roadway striping shall be installed as per the most recently adopted versions of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the TxDOT Texas Manual on Uniform Traffic Control Devices (TMUTCD).

C. Guard Rail

1. Requests for guardrail installation to be performed by the County are considered on a case-by-case basis. Determining factors for installation depend upon traffic studies, evaluation of the area requested, and availability of applicable warning signs in lieu of guardrail.
- D. Speed Bumps
1. Speed bumps are not allowed on any County roadway.
- E. Parking
1. Parking is not allowed within County right of way unless the roadway is designed to include a parking lane.
- F. Historical Markers
1. Historic persons must be deceased for at least 10 years in order to qualify, unless they are of statewide or national significance. Historic events that changed the course of state or local history must have occurred at least 30 years ago. Most other topics, including institutions, organizations and businesses must date back to at least 50 years in order to qualify. For the Recorded Texas Historic Landmark designation, buildings and structures need to be at least 50 years of age. The topic must also have demonstrated historical significance and, in the case of buildings and structures, possess architectural significance as well.
  2. Collin County must receive a written request detailing the historical site and marker specifications and logistics. A request must be made and placed on Commissioners Court. Upon receipt of a signed Court Order, the Marker can be made or received and placed at the site.
- G. Inclement Weather
1. County forces will apply sand at the discretion of the Director of Public Works.



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: City Council

**Agenda Item Request:**

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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.

**Background Information:**

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NA

**Attachments/Supporting Documentation:**

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None

**Budget/Financial Impact:**

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NA

**Recommendation:**

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NA

**Motion:**

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NA



**City of Lucas  
City Council Agenda Request  
May 21, 2026**

Requester: City Council

**Agenda Item Request:**

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

**Background Information:**

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NA

**Attachments/Supporting Documentation:**

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None

**Budget/Financial Impact:**

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NA

**Recommendation:**

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NA

**Motion:**

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NA