



AGENDA CITY COUNCIL MEETING

September 3, 2026 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, TX

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, September 3, 2026, beginning at 6:30 PM at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/163/Watch-Live-Meetings>.

How to Provide Input at a Meeting:

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

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

Call to Order

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

Citizen Input

1. Citizen Input.

Community Interest

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

2. Items of Community Interest.

Consent Agenda

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

3.
 - A. Approval of the August 20, 2026, Meeting Minutes
 - B. Approval of the August 24, 2026, Special Meeting Minutes
 - C. Authorize the City Manager to enter into an Agreement for Information Technology Support and Maintenance between Baxter I.T. Consulting Services and the City of Lucas.

Public Hearing

4. Case will be continued and no action will be taken to conduct a public hearing to consider a request for a Planned Development (PD) submitted by Lexi Cassels on behalf of Toll Brothers Homes and the Paxton Family Trust for approximately 153.633 acres, generally located at the southeast corner of South Angel Parkway and Estates Parkway, known as Lucas Farm. The proposed PD includes approximately 117.003 acres for single-family residential development and 36.630 acres for commercial development. **(Joe Hilbourn, Development Services Director)**
5. Case will be continued and no action will be taken to conduct a public hearing to consider a request for a Planned Development (PD) zoning district to overlay Commercial Business (CB) for approximately 37.195 acres located along Southview Drive (FM 1378), within the James Anderson Survey, Abstract No. 17. The proposed development, known as Lucas Tech Park, consists of approximately 273,560 square feet of multi-tenant flex commercial space distributed among seven (7) shell buildings. **(Joe Hilbourn, Development Services Director)**
6. Conduct a public hearing and consider Ordinance #2026-09-01053 for the amended Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the north-west corner of the Parker Road and Southview Drive intersection. **(Joe Hilbourn, Development Services Director)**
7. Conduct a public hearing and consider Ordinance #2026-09-01054 requested by Casey Gregory of Sanchez & Associates on behalf of Ricardo Aguilar for a proposed Planned Development (PD) zoning district to overlay the existing R-2 Residential Single-Family zoning of approximately 8.59 acres located at 1705 Stinson Rd., Lucas, TX 75002. **(Joe Hilbourn, Development Services Director)**

Regular Agenda

8. Consider approving a request by BGE, on behalf of Lucas Retail Partners Ltd., at Lot 16, Block A of Lucas Town Center, Lucas, Texas 75002; for a site plan, elevations, landscape plan, and irrigation plan for a 5th 3rd street bank. **(Joe Hilbourn, Development Services Director)**

9. Consider accepting the design of the McGarity Nine hundred thousand Gallon Ground Storage tank designed by Schaumburg & Polk, Inc. (SPI) and authorizing the city manager to advertise the project for construction. **(Joe Hilbourn, Development Services Director)**
10. Consider approving Ordinance #2026-09-01055 temporarily reducing the speed limit from 50 MPH to 40 MPH on West Lucas Road, Lucas, Texas 75002. **(Joe Hilbourn, Development Services Director)**
11. Consider casting votes on the ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 1 through 4, Election. **(Dusty Kuykendall, Mayor)**
12. Consider approval of the Interlocal Agreement between Collin County and participating municipalities and entities, including the City of Lucas, for the use of the Collin County Animal Shelter, effective October 1, 2026, and authorize the Mayor to execute the agreement on behalf of the City of Lucas. **(John Whitsell, City Manager, Toshia Kimball, City Secretary)**

Executive Session

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

13. 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)**
14. Reconvene from Executive Session and take any action necessary as a result of the Executive Session. **(City Council)**
15. Adjournment **(City Council)**

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on August 28, 2026.

Toshia Kimball, City Secretary

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



Item No. 1.

**City of Lucas
City Council Agenda Request
September 3, 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



Item No. 2.

**City of Lucas
City Council Agenda Request
September 3, 2026**

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Items of Community Interest.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas City Council Agenda Request September 3, 2026

Requester: Toshia Kimball, City Secretary
Dusty Kuykendall, Mayor
John Whitsell, City Manager

Agenda Item Request:

- A. Approval of the August 20, 2026, Meeting Minutes
- B. Approval of the August 24, 2026, Special Meeting Minutes
- C. Authorize the City Manager to enter into an Agreement for Information Technology Support and Maintenance between Baxter I.T. Consulting Services and the City of Lucas.

Background Information:

NA

Attachments/Supporting Documentation:

- 1. 8-20-2026 City Council Meeting Minutes
- 2. 8-24-2026 City Council Special Meeting Minutes
- 3. LUCAS Baxter I.T. Consulting Services Technical Support Agreement 2026

Budget/Financial Impact:

NA

Recommendation:

City staff recommends approval of the Consent Agenda as presented.

Motion:

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



MINUTES

CITY COUNCIL REGULAR MEETING

August 20, 2026 | 6:30 PM

or immediately following the Lucas Fire Control, Prevention and
EMS Board Meeting

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Chris Bierman
Councilmember Neil Peterson
Councilmember Rebecca Orr

City Councilmember Absent:

Councilmember Phil Lawrence
Councilmember Jonathan Underhill

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Finance Director Liz Exum
Fire Chief Rick Lasky
Director of Public Safety Doug Kowalski
Assistant Director of Public Safety Tom Davis
City Attorney Joe Gorfida

Mayor Kuykendall called the meeting to order at 6:34 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

- Upcoming Events:
 - Lucas Farmers Market – Saturday, August 22, 2026, 8:00 am – 12:00 pm (Back to School Bash)
 - Make a donation for your chance to dunk Lovejoy's beloved administrators, coaches, and teachers into cold water.
 - All proceeds benefit ACO and their mission to help our community.
- Special City Council Meeting:
 - A special meeting will be held on August 24th at 6:30 p.m. to adopt the tax rate and FY26-27 budget for the City and Fire District.
- City Hall Holiday Closure:
 - City of Lucas offices will be closed Monday, September 7, 2026, in observance of Labor Day.
 - Regular business hours will resume on Tuesday, September 8, 2026.
- 9/11 Memorial Ceremony:

- Friday, September 11, 2026, at 8:30 a.m. at the Lucas Fire-Rescue station located at 165 Country Club Road invites the community to honor the lives lost in the September 11, 2011, terrorist attacks.
- This ceremony recognizes the courage and sacrifice of first responders, military personnel, and civilians.
- Public Lands Trail Cleanup
 - Saturday, September 19, 2026, 9 am – 1 pm.
 - Help keep Lucas beautiful by volunteering to clean up the Highland Park area off Snider Lane
 - Cleanup supplies and lunch will be provided for registered volunteers.
 - Families and youth groups are welcome; individual registration is required for all participants.
 - To sign up, please visit our website under special events in the community tab.
- Follow your watering schedule.
 - No watering on Wednesdays
- November 3rd Elections
 - Voting will be held at the City of Lucas Fire Station in the training room.

Consent Agenda

3. Consent Agenda:

- A. Approval of the August 6, 2026 Meeting Minutes
- B. Approval of Resolution R-2026-08-00585 Adopting the City of Lucas Public Funds Investment Policy
- C. Amend the Development Services Professional Services account 11-6212-309 for FY 2025-2026 to \$70,650. Due to increased development activity and several unanticipated projects during the fiscal year, additional professional services were required that were not included in the original budget.

These additional expenses include a \$2,000 appraisal and \$9,500 surveying services for the property located at 215 Country Club Road; an extensive survey of Lewis Lane associated with the de-annexation process of \$31,500; and approximately \$24,000 in surveying services for the Brockdale Park project to support the City's upcoming lease agreement with the U.S. Army Corps of Engineers.

- D. Authorize the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for animal control services for a period of one-year beginning October 1, 2026, through September 30, 2027, in an amount not to exceed \$19,030.
- E. Discuss and Consider the approval of an Interlocal Agreement between the City of Lucas and Collin County concerning the On-Site Sewage Facility (OSSF) effective October 1, 2026 through September 30, 2030.
- F. Authorize the City Manager to enter into an Interlocal Dispatch Services Agreement between the City of Lucas and Collin County for Fiscal Year 2026-2027.

Councilmember Peterson pulled Agenda Item 3C.

Mayor Kuykendall pulled Agenda Item 3E.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Peterson to approve Consent Agenda 3A, 3B, 3D, and 3F as presented. The motion passed unanimously by a 5 to 0 vote.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Peterson to approve Consent Agenda 3C and 3E as presented. The motion passed unanimously by a 5 to 0 vote.

Public Hearing

Finance Director Liz Exum presented.

Mayor Kuykendall opened the Public Hearing at 7:09 p.m.

Mayor Kuykendall closed the Public Hearing at 7:09 p.m.

4. Consider the City of Lucas Proposed Budget for Fiscal Year 2026-2027:

A. Presentation by Liz Exum, Finance Director

B. Conduct Public Hearing.

C. Schedule the date for adopting an ordinance approving Fiscal Year 2026-2027 budget for Monday, August 24, 2026, at 6:35 pm or immediately following the Lucas Fire Control, Prevention, and EMS District Board Meeting. The meeting will take place at City Hall, located at 665 Country Club, Lucas, Texas 75002.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Bierman to set the date to adopt an ordinance and make a revision to remove \$16,000 from account number 11-8300-200 and place in general fund reserves and approve FY 2026-2027 budget for Monday August 24, 2026, at 6:35 pm or immediately following the Lucas Fire Control, Prevention and EMS District meeting to be held at 6:30 pm. The motion passed unanimously by a 5 to 0 vote.

Regular Agenda

5. Consider the purchase of the Avior Remote Broadcast System (Three Camera Setup and Closed Captioning Software from Granicus) and authorize the City Manager to the following:

- Execute the contract for the equipment and software purchase totaling \$59,953.15. (FY 25-26).
- Encumber funding from unrestricted General Fund Reserves in the amount of \$59,953.15 to account 11-8100-420 Equipment. (FY 25-26 Budget).

- **Amend (FY 26-27) budget account 11-6100-451 Software in the amount of \$9,019 for the annual ongoing software fee using unrestricted general fund reserves.**

No action was taken on this item. Staff will seek quotes and bring back to Council at a later date.

6. **Consider approval of the purchase of a 2026 Chevy Tahoe Fire Dept. Vehicle replacement with upfit and encumbering funds to FY 2026–27 budget account #11-8300-421 using unrestricted General Fund reserves in the amount of \$99,800.39.**

Development Services Director Joe Hilbourn presented.

Angela Martinez Lucas resident spoke in opposition to items 6-8.

MOTION: A motion was made by Mayor Kuykendall, seconded by Mayor Pro Tem Fisher Councilmember Bierman to deny the purpose of a 2026 Chevy Tahoe Fire Dept. Vehicle replacement with upfit and encumbering funds to FY 2026-27 budget account #11-8300-421 using unrestricted General Fund reserves in the amount of \$99, 800.39. The motion passed unanimously by a 5 to 0 vote.

7. **Consider authorizing the purchase of a digital sign for the Fire Department, selecting either the 6-millimeter or 9-millimeter resolution display option, and encumbering funds to FY 2026–27 budget account #11-8300-200 using unrestricted General Fund reserves.**

Development Services Director Joe Hilbourn presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Peterson to deny authorizing the purchase of a digital sign for the Fire Department, selecting either the 6-millimeter or 9-millimeter resolution display option, and encumbering funds to FY 2026-27 budget account #11-8300-200 using unrestricted General Fund Reserves. The motion passed unanimously by a 5 to 0 vote.

8. **Consider authorizing the purchase of a digital sign for City Hall and selecting either the 6-millimeter or 9-millimeter resolution digital display option and encumber funds to FY 2026–27 budget account number 11-8999-200 using unrestricted general fund reserves.**

Development Services Director Joe Hilbourn presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Orr to deny authorizing the purchase of a digital sign for City Hall and selecting either the 6-millimeter or 9-millimeter resolution display option, and encumbering funds to FY 2026-27 budget account #11-8300-200 using unrestricted General Fund Reserves. The motion passed unanimously by a 5 to 0 vote.

9. **Consideration and approval of Ordinance No. 2026-08-01050, amending the Code of Ordinances by amending Chapter 1, titled “General Provisions,” to delete and**

reserve Division 2, titled “Fire Chief,” and amending Chapter 9, titled “Personnel,” to add a new Article 9.03, titled “Public Safety”; providing for the establishment of the City of Lucas Fire Department and the City of Lucas Police Department; providing for the positions of Fire Chief and Chief of Police; providing for members of the Fire Department and Police Department; providing for department rules; providing for the duties of the Fire Department and Police Department; and other matters incident and related thereto.

Development Services Director Joe Hilbourn presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Peterson to approve Ordinance No. 2026-08-01050, amending the Code of Ordinances by amending Chapter 1, titled “General Provisions,” to delete and reserve Division 2, titled “Fire Chief,” and amending Chapter 9, titled “Personnel,” to add a new Article 9.03, titled “Public Safety”; providing for the establishment of the City of Lucas Fire Department and the City of Lucas Police Department; providing for the positions of Fire Chief and Chief of Police; providing for members of the Fire Department and Police Department; providing for department rules; providing for the duties of the Fire Department and Police Department; and other matters incident and related thereto. The motion passed unanimously by a 5 to 0 vote.

Executive Session Agenda

10. Executive Session:

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

City Council convened to Executive Session at 8:30 pm.

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

City Council reconvened from Executive Session at 8:51 pm.

There was no action taken.

Adjournment

12. Adjournment.

MOTION: A motion was made by Councilmember Peterson, seconded by Mayor Kuykendall to adjourn the meeting at 8:52 pm. The motion passed unanimously by a 5 to 0 vote.

APPROVED:

Dusty Kuykendall, Mayor

ATTEST:

Toshia Kimball, City Secretary



MINUTES

CITY COUNCIL SPECIAL MEETING

August 24, 2026, or immediately following the
Lucas Fire Control, Prevention and EMS Board Meeting | 6:35 PM
Council Chambers
City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Chris Bierman
Councilmember Neil Peterson
Councilmember Rebecca Orr
Councilmember Jonathan Underhill

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Finance Director Liz Exum
Assistant Director of Public Safety Tom Davis

City Councilmembers Remote:

Councilmember Phil Lawrence

Mayor Kuykendall called the meeting to order at 6:35 p.m., determined that a quorum was present, and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input

No citizen input.

Regular Agenda

2. Consider adopting Ordinance 2026-08-01051 approving the budget for fiscal year beginning October 1, 2026, and ending September 30, 2027.

Finance Director Liz Exum presented.

MOTION: A motion was made by Councilmember Peterson, seconded by Councilmember Bierman to adopt Ordinance 2026-08-01051 approving the budget for the fiscal year beginning October 1, 2026 and ending September 30, 2027, with the amendment to decrease account 11-8300-200 building improvements by (16,000). The following record vote was taken.

Councilmember Orr – Aye
Councilmember Peterson – Aye
Councilmember Bierman – Aye
Mayor Kuykendall – Aye
Mayor Pro Tem Fisher – Aye
Councilmember Underhill – Aye
Councilmember Lawrence – Aye

The motion passed unanimously by a 7 to 0 vote.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Mayor Kuykendall to ratify the property tax revenue increase reflected in the Fiscal Year 2026-2027 adopted budget. The following record vote was taken.

Councilmember Orr – Aye
Councilmember Peterson – Aye
Councilmember Bierman – Aye
Mayor Kuykendall – Aye
Mayor Pro Tem Fisher – Aye
Councilmember Underhill – Aye
Councilmember Lawrence – Aye

The motion passed unanimously by a 7 to 0 vote.

3. **Consider adopting Ordinance 2026-08-01052 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2026 (Fiscal Year 2026-2027) at a rate of \$0.249880 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2026.**

Finance Director Liz Exum presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Peterson to adopt Ordinance 2026-08-01052 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2026 (Fiscal Year 2026-2027) at a rate of \$0.249880 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2026. The following record vote was taken.

Councilmember Orr – Aye
Councilmember Peterson – Aye
Councilmember Bierman – Aye
Mayor Kuykendall – Aye
Mayor Pro Tem Fisher – Aye
Councilmember Underhill – Aye
Councilmember Lawrence – Aye

The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

4. Executive Session:

An Executive Session was not held at this meeting.

5. 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

6. Adjournment.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Bierman to adjourn the meeting at 6:40 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

Baxter I.T. Technical Support Agreement

Between: Baxter I.T. Consulting Services ("Baxter I.T.") and the City of Lucas ("City") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Date: October 1st, 2026

Purpose

This Agreement outlines the terms and conditions for the provision of proactive and reactive technical support services, managing all inventoried systems, software, and devices.

Additionally, Baxter I.T. will monitor and manage the cyber and physical security systems including recommendations and implementation of secure digital strategies for Information Technology (I.T.) management.

Baxter I.T Quality

Baxter I.T. stands at the forefront of I.T. services within the DFW Metroplex, especially in serving local government entities. Our expertise encompasses a comprehensive understanding of local government infrastructure, advanced software applications, and cutting-edge hardware solutions. We prioritize security and trust: our team undergoes rigorous FBI background checks prior to employment, and each of our engineers consistently maintains CJIS compliance, passing stringent security assessments every year.

Our specialized focus on local government I.T. services empower us to integrate the collective insights from various cities, enabling us to deliver superior solutions, applications, and security measures tailored specifically for the City.

Addendums Attached

This agreement has an Addendum included at the bottom of this Agreement to further clarify this agreement regarding the scope of work Baxter I.T. is responsible for.

1. Addendum: INVENTORIED TECHNOLOGY OF THE CITY

Scope of Services

Baxter I.T. agrees to provide the following services to City:

1. **Around the Clock Support**
24/7 support for Fire and Public Works Departments.
2. **Proactive technical support**
Baxter I.T. will monitor and maintain the performance and stability of the City's technology systems, software, devices, and take preventative measures to avoid potential problems. Baxter I.T. will inform the City if a system or device needs to be replaced to maintain the stability of a system.
3. **Reactive technical support**
Baxter I.T. will respond to and resolve any technical issues or problems that arise in the City's technology systems, software, devices, in a timely and efficient manner.



4. **Cyber Security Preventative Maintenance**

Baxter I.T. recognizes the importance of maintaining strong cyber security measures to protect the City's technology systems, software, devices, and data. As such, Baxter I.T. will perform the following preventative maintenance measures on a regular basis:

1. **Security Updates:** Baxter I.T. will keep security software and operating systems updated with security patches and upgrades.
2. **Firewall Maintenance:** Baxter I.T. will monitor and maintain the firewall to ensure that it is properly configured and functioning to protect against unauthorized access.
3. **Antivirus Updates:** Baxter I.T. will keep antivirus software updated and perform regular scans to detect and remove any viruses or malware.
4. **Backups:** Baxter I.T. will regularly perform backup and disaster recovery procedures to ensure that the City's data is protected in the event of a system failure.
5. **User Management:** Baxter I.T. will monitor and manage user accounts and permissions to ensure that only authorized personnel have access to sensitive information.
6. Baxter I.T. will also perform any additional cyber security preventative maintenance measures deemed necessary to ensure the security of the City's technology systems, software, devices, and data.
7. Baxter I.T. agrees to immediately inform City if any security breach occurs, and to work with City to promptly resolve any security issue to the best of its abilities.
8. Baxter I.T. shall maintain all information relating to security issues in strict confidence and shall use all reasonable efforts to prevent any unauthorized access, use, alteration, or destruction of such information.
9. Baxter I.T. will inform the City of any potential risks it finds in a timely manner and Baxter I.T.'s recommendation for remediation.



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

5. **Technology Budgeting Services**

Baxter I.T. shall provide the City with technology budgeting services specifically related to the analysis of existing technology inventoried items and new proposed technology. Baxter I.T. shall conduct a thorough review of the City's current technology assets and analyze end of life and licensing information to provide the City with a comprehensive technology budget plan. Baxter I.T. shall use reasonable care and skill in performing the technology budgeting services and shall comply with any industry standards applicable to technology budgeting. The City shall provide Baxter I.T. with all necessary information and access to records required for the performance of the technology budgeting services.

6. **Inventory Tracking**

Baxter I.T. will provide and maintain an inventory for City to manage its technology systems, software, devices, and staff.

7. **Scope of Technology Assets**

The attached addendum lists the technology assets for which Baxter I.T. will provide proactive and reactive technical support to City. The technology assets included in the scope of this Agreement are as follows:

1. All Inventoried Systems: This includes technology items that incorporate a collection of different software, hardware, and licensing components. City Systems are the critical backbone of I.T. Operations
2. Software: This includes software applications and operating systems that are used by City, including but not limited to, specialized City applications, Microsoft Office, web browsers, email, and security software.
3. Devices: This includes peripherals and devices, such as printers, scanners, and other external devices that are used in conjunction with City's technology systems.
4. Staff: This includes employed staff and non-employed staff who use the technology assets and require technical support with the help of the City's HR department.

8. **Equipment and Hardware Purchases**

The City of Lucas will make every attempt to engage Baxter I.T. on all new equipment and hardware purchases. To ensure compliance with State and Local laws and policies, Baxter I.T. commits to following all purchasing policies and procedures. This will include, but not be limited to , invoicing, quoting, and payment processing.

Support and Training

Baxter I.T. agrees to promptly respond to requests for technical support and to use reasonable efforts to resolve any issues as quickly as possible. Baxter I.T. also agrees to provide training and



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

support to City on the use of the technology assets, as needed, and to perform preventative maintenance and security measures to ensure the reliability and security of the technology assets.

Additional Project Work

Project work is defined as major enhancements of existing Inventoried items or new hardware, software, systems. Baxter I.T. will scope this work as Project Work and bill for this separately. Baxter I.T. will provide technical work related to projects for City at an hourly rate of \$145.00 per hour. This rate includes all necessary labor, to complete the work. The City will be responsible for payment of any expenses incurred such as materials, software, hardware, licensing, by Baxter I.T. in connection with this work.

Typical Work Week

Baxter I.T. is committed to providing exceptional technical support, including on-site assistance as needed. To ensure optimal service, Baxter I.T. will schedule a Technical Engineer to be on-site one day per week excluding extenuating circumstances. Additionally, we will work simultaneously on other reactive, proactive, management, project, and security tasks remotely 5-7 days a week. Baxter I.T. will respond promptly to all requests and tasks, prioritizing Police, Fire, and Public Works (First Responders) with a special emphasis.

Cyber Security and Keeping the City of Lucas Safe

Baxter I.T. will advise on potential strategies, software, and hardware solutions to enhance the digital security of the City's I.T. infrastructure. Upon approval by the City, these strategies will be implemented with the aim of fortifying the digital environment against cyber threats. However, it is important to note that while these measures are intended to strengthen security, Baxter I.T. does not provide a guarantee against cyber-attacks, whether from internal staff or external third-party actors.

Additionally, Baxter I.T. will offer guidance on physical security measures for the City's I.T. hardware and infrastructure. These recommendations are designed to support the City in safeguarding their physical assets without implying an absolute assurance against all possible security breaches.

This Agreement reflects our commitment to assist the City in enhancing their I.T. security posture through expert advice and approved implementations, while acknowledging the inherent challenges and limitations in completely preventing cyber and physical security incidents.



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

Payment Terms

The City shall make monthly payments to Baxter I.T. for the technology support services as outlined in this Agreement. The monthly fee shall be \$7,004.00. Payment shall be due on the first business day of each month and shall be considered late if not received by the end of each month. The City shall be responsible for any late fees or interest charges incurred as a result of late payment. Baxter I.T. shall provide the City with an invoice for the technology support services on a monthly basis.

Baxter I.T. reserves the right to increase the fees charged for the technical support services annually, based on a combination of the expansion of the City's inventoried systems, software, staff, and devices, plus annual cost of living.

Baxter I.T. will provide written notice to the City of any fee increase at least 30 days prior to the effective date of the increase. Baxter I.T. will work with the city to align any service cost increases with the annual budget cycle.

Agreement Term

This agreement between Baxter I.T. and the City is established for an initial term of two years. Upon the conclusion of this initial period, the agreement may be renewed on an annual basis, with each renewal term lasting one year, subject to the mutual consent of both parties.

Recitals

WHEREAS Baxter I.T. and Client are currently parties to an Agreement dated [October, 1st 2024] (the "Original Agreement"), under which Baxter I.T. has agreed to provide certain services to the Client; WHEREAS the parties wish to establish the terms under which the Original Agreement may be terminated; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Notice of Termination

Either party may terminate the Original Agreement by providing the other party with a written notice of termination. Such notice shall specify the date of termination, which shall be no less than one hundred and twenty (120) days from the date the notice is delivered.

Obligations During Notice Period

During the notice period, both parties shall continue to fulfill their obligations under the Original Agreement. Baxter I.T. shall continue to provide the services outlined in the Original Agreement, and the Client shall continue to make timely payments for services rendered.

Effect of Termination

Upon the expiration of the notice period, the Original Agreement shall be considered terminated, and neither party shall have any further obligations to the other under the terms of the Original Agreement, except for those obligations that, by their nature, are intended to survive termination.



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

Confidentiality

Both parties agree to maintain the confidentiality of the terms of this Agreement and the Original Agreement, except as required by law or as necessary for the enforcement of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Notice

Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:
Attn: John Whitsell
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002

With a copy to:
Attn: Joseph J. Gorfida, Jr.
Nichols | Jackson L.L.P.
500 North Akard Street, Suite 1800
Dallas, Texas 75201

If intended for Baxter I.T.:
Attn: Joe Golgoun
Baxter I.T. Consulting Services
372 City Place
Fairview, Texas 75069

Insurance

During the course of performing services under this Agreement, Baxter I.T. agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000.00; (b) Automobile Liability of at least \$1,000,000.00; (c) Professional Liability of at least \$1,000,000.00; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$2,000,000.00. Baxter I.T. will add City as an additional insured, and obtain an endorsement waiving subrogation against City, to our Commercial General Liability, Automobiles Liability, and Excess/Umbrella policies. Baxter I.T. will provide City with copies of certificates of insurance upon City's written request.



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Baxter I.T. may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Indemnification

BAXTER I.T. AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM BAXTER I.T.'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF BAXTER I.T, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF BAXTER I.T., INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS.

3rd Party Vendor Applications and Services Indemnification

Baxter I.T. is not responsible for any downtime or loss that may occur due to the use of third-party applications or services. Essentially, this clause protects Baxter I.T. from any liabilities that may arise from the failure or malfunction of applications or services provided by a third-party vendor. Baxter I.T. is not responsible for any consequences resulting from the use of these third-party applications or services and will not be held accountable for any damages or losses incurred by the customer as a result of their use.

3rd Party Commitments

The City remains responsible for honoring its commitments with third-party licensing agreements and any associated payments and fees with said commitments. This obligation ensures compliance with the terms and conditions agreed upon in these contracts. It is essential to uphold these agreements to avoid any potential breaches of contract and ensure seamless continuity of services provided by third-party vendors.

Confidentiality

Baxter I.T. agrees to maintain the confidentiality of all confidential information of City and to use such information only for the purposes of this Agreement.

Governing Law; Venue

The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas, unless the subject matter of the dispute is required to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division).



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

Force Majeure

Neither Party shall be required to perform any term, condition or covenant of this Agreement to the extent such performance is delayed or prevented by labor difficulties, governmental orders, civil commotions, pandemics, acts of God, or other conditions or circumstances beyond either Party's reasonable control. Baxter I.T. shall not be liable for interruptions caused by failure of equipment or services not provided by Baxter I.T., failure of communications, power outages, or other interruptions not within Baxter I.T.'s complete control, and Baxter I.T. shall not be liable for performance deficiencies caused or created by City's equipment. Baxter I.T. shall not be liable if changes in operation, procedures, or the Services require modification or alteration of City's equipment, render the same obsolete or otherwise affect its performance. The foregoing shall not excuse either Party from the payment of any monies due pursuant to this Agreement.

Severability

Each provision of this Agreement is intended to be severable. In the event that any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

No Third-Party Beneficiaries

Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party that is not a signatory of this Agreement.

Relationship

The sole relationship between Baxter I.T. and City is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary relationship, or employment relationship between the Parties.

Conflict of Interest

Baxter I.T. represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

No Waiver of Immunity

Baxter I.T. and City agree that City has not waived immunity by entering into and performing their respective obligations under this Agreement.

Compliance with Federal, State & Local Laws

Baxter I.T. shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.



Multiple Originals; Authorized Signatures

This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each Party represents to the other that the signatory set forth below is duly authorized to bind that Party to this Agreement.

Boycott Israel; Boycott Energy Companies; And Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations

(a) Baxter I.T. verifies that it does not Boycott Israel and agrees that during the term of this Agreement it will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Baxter I.T. verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement it will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Baxter I.T. verifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a Firearm Entity or Firearm Trade Association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a Firearm Entity or Firearm Trade Association.

(d) This Section does not apply if Baxter I.T. is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if (i) Baxter I.T. has ten (10) or more fulltime employees and (ii) this Agreement has a value of One Hundred Thousand Dollars (\$100,000.00) or more to be paid under the terms of this Agreement.

No Excluded Nation or Foreign Terrorist Organization

Baxter I.T. certifies that Baxter I.T. is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or verbal, relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(signature page to follow)



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

EXECUTED this _____ day of _____, 2026.

City of Lucas, Texas

By: _____
John Whitsell, City Manager

Approved as to form:

By: _____
Jospeh J. Gorfida, Jr., City Attorney
(XX-XX-2024: ND 4891-8490-5928, v. 1)

EXECUTED this _____ day of _____, 2026.

Baxter I.T. Consulting Services

By: _____
Name: _____
Title: _____



BAXTER I.T. CONSULTING SERVICES

Next Generation Technology Services

ADDENDUM #1: INVENTORIED TECHNOLOGY OF THE CITY

As of DATE: 7-10-2026

Technology Type	Description	Count	New Count
Devices	Computers, Cameras, Printers, etc.	136	152
Software	Major Software; ICS, O365, Exchange, etc.	9	9
Staff	Employed and non-employed approved workers	78	89
Physical Security Systems	Card Access, City Video Camera System	2	7
City Network Systems	WiFi, ISP's, VPN Tunnels, Routers, Switches, etc.	26	29
Telephone System	RingCentral	1	1
Fire Systems	Apparatus Units, Application Systems	13	13
Backup Systems	Local, Cross-Site, Cloud Backup Systems	3	1
Printer Network Systems	Workgroup Printer Systems (Scan, Print, Fax) Etc.	4	4
Cyber Security Systems	Patch Management, Active Directory, Antivirus, Firewall, Email and Data Protection Services	5	5



City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Case will be continued and no action will be taken to conduct a public hearing to consider a request for a Planned Development (PD) submitted by Lexi Cassels on behalf of Toll Brothers Homes and the Paxton Family Trust for approximately 153.633 acres, generally located at the southeast corner of South Angel Parkway and Estates Parkway, known as Lucas Farm. The proposed PD includes approximately 117.003 acres for single-family residential development and 36.630 acres for commercial development.

Background Information:

Toll Brothers has asked to be removed from consideration at this time, they will move forward to the planning and zoning commission in October, staff will redo the public notice.

The proposed Planned Development includes approximately 89 single-family residential lots on one-acre minimum lots and a neighborhood-serving commercial tract. Residential lots will utilize individual On-Site Sewage Facilities (OSSFs), and additional stormwater detention is proposed to address existing drainage patterns.

The commercial area generally follows the Commercial Business (CB) District while restricting or requiring a Specific Use Permit (SUP) for certain uses. A sign plan identifying the proposed commercial signage including pylon signs is as part of the Planned Development exhibits.

A Facilities Agreement and an amended Development Agreement will be presented to the City Council.

Staff will approve a minor plat creating the two separate lots, one commercial and one residential.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

The Planning and Zoning Commission postponed the Public Hearing. Staff recommend cancelling the City Council Public Hearing and reposting Public Notice for a later date.

Motion:

I make a motion to approve/deny a request for a Planned Development (PD) submitted by Lexi Cassels on behalf of Toll Brothers Homes and the Paxton Family Trust for approximately 153.633 acres, generally located at the southeast corner of South Angel Parkway and Estates Parkway, known as Lucas Farm. The proposed PD includes approximately 117.003 acres for single-family residential development and 36.630 acres for commercial development.



City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Case will be continued and no action will be taken to conduct a public hearing to consider a request for a Planned Development (PD) zoning district to overlay Commercial Business (CB) for approximately 37.195 acres located along Southview Drive (FM 1378), within the James Anderson Survey, Abstract No. 17. The proposed development, known as Lucas Tech Park, consists of approximately 273,560 square feet of multi-tenant flex commercial space distributed among seven (7) shell buildings.

Background Information:

The planning and Zoning commission post phoned giving a determination of the request until September 10th Planning and Zoning commission meeting. Please open the public hearing and post pone until October 1st city council meeting.

The Planned Development incorporates a comprehensive set of development standards, including permitted and prohibited land uses, site design criteria, architectural requirements, and phasing provisions.

The submitted Site Plan, Landscape Plan, Architectural Plan, and Signage Plan, all of which are incorporated into the Planned Development and will govern future development of the property and have been reviewed. Additionally, the civil plans and traffic impact analysis (TIA) have been reviewed.

Lot 1 has a development use plan to match that of the Lucas Crossing Planned Development for consistency along the Southview frontage.

To the north of the project, the development cannot meet the cross-access requirements in section § 10.03.123 Streets and drainage (14) Due to existing flood plain, a hardship memo is provided.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

The Planning and Zoning Commission postponed the public hearing until the September 10, 2026 meeting. Staff recommend postponing the public hearing.

Motion:

I hereby make a motion to approve/deny a request for a Planned Development (PD) zoning district to overlay Commercial Business (CB) for approximately 37.195 acres located along Southview Drive (FM 1378), within the James Anderson Survey, Abstract No. 17. The proposed development, known as Lucas Tech Park, consists of approximately 273,560 square feet of multi-tenant flex commercial space distributed among seven (7) shell buildings.



City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Conduct a public hearing and consider Ordinance #2026-09-01053 for the amended Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the north-west corner of the Parker Road and Southview Drive intersection.

Background Information:

The applicant is requesting a minor amendment to the existing Planned Development (PD) regulations for the subject property. Specifically, the request seeks to remove a previously adopted screening requirement along the northern property line. Since the original PD approval, the property immediately north has been zoned for Commercial Business (CB). Under the City's Zoning Ordinance, screening walls are required where commercial development adjoins residential property but are not required between adjoining commercial properties. No other changes to the approved Planned Development are proposed, and the existing PD zoning designation will remain in effect.

Second, the applicant proposes to add a zoning exhibit to the Planned Development identifying a future commercial retail use on the property immediately north of the existing development. The applicant has indicated that this property may be acquired in the future and is requesting that the exhibit be incorporated into the PD to document the anticipated future commercial expansion area. The proposed exhibit is intended to illustrate the future land use concept. No other changes to the approved Planned Development are proposed, and the existing PD zoning designation will remain in effect.

The requested amendment remains consistent with the City's Comprehensive Plan and the original intent of the Planned Development as previously approved by the City.

Attachments/Supporting Documentation:

1. Amended ZORD Lucas Crossing screening wall change
2. Public Notice ~ Lucas Crossing PD Amendment
3. Statement of Purpose and Intent
4. Zoning concept plan - exhibit b 4884-9370-7254 1
5. Survey

6. Overall_Site_Zoning_Exhibit_Future Lot
7. Future Lot_Zoning_Exhibit

Budget/Financial Impact:

N/A

Recommendation:

This request meets the City's requirements for Planned Development. The Planning and Zoning Commission approved the amendment with a 3 to 2 vote.

Motion:

I hereby make a motion to approve/deny Ordinance #2026-09-01053 for the amended Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the north-west corner of the Parker Road and Southview Drive intersection.



ORDINANCE # 2026-09-01053

[CHANGE IN ZONING – ±41.9954 ACRES LOCATED AT NORTHWEST CORNER OF PARKER ROAD AND SOUTHVIEW DRIVE]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, BY AMENDING THE DEVELOPMENT AND USE REGULATIONS OF PLANNED DEVELOPMENT NO. 3 (PD-3) AS SET FORTH IN ORDINANCE NO. 2025-01-01011 BY AMENDING THE SCREENING WALL REQUIREMENTS AND BY AMENDING THE LOCATION DESCRIPTION; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended by amending the development regulations of PD-3 as set forth in Ordinance No. 2025-01-01011 by amending the screening wall requirements and amending the location description, as more particularly described herein.

Section 2. Land Use and Development Standards

A. General.

These development standards apply to the approximate cumulative 41.9954-acre tract as described in the legal description (Exhibit A) (the "Property"), attached herein. Unless otherwise provided herein, development of the Property shall be in accordance with the City of Lucas's (the "City") Code of Ordinances (the "Code"), as may be amended.

B. Site Plan.

The Property shall generally be developed in accordance with the Site Plan (Exhibit B), attached herein. In the event of a conflict between the Site Plan and these development standards set forth herein, these development standards shall apply.

C. Use Regulations.

In addition to those specified below, all uses permitted in the Commercial Business (CB) District are permitted by right, subject to any use specific restrictions provided below.

1. Automobile repair minor;
 - a. Only permitted by right on lots 2, 3, 6, 7, 11, 12 and 16.
 - b. Maximum of two minor auto repair on the Property, except as may be approved by SUP
2. Convenience store with refueling station:
 - a. Only permitted by right on lot 4.
3. Department store (retail);
4. Farmer's market;
5. Hobby or toy store;
6. Medical minor emergency clinic;
7. Outside display of merchandise;
 - a. Only permitted by right on areas shown on the Site Plan;
8. Paint store;
9. Pet shop
 - a. Only permitted by right on lots 1, 2, 3, 5, 6, 7, 8, 9, 11, 16 and 17;
10. Pharmacist or drug store (with a drive through);
 - a. Lot 1 restriction – no drive through speaker on west side of building
11. Refueling station:
 - a. Automobile refueling station permitted by right only on lot 4
 - b. Electric automobile refueling station permitted by right only on lots 4 and 10 and require a main exterior disconnect
12. Restaurant drive in;
13. Restaurant drive-through;
 - a. Permitted subject to Development Review Committee ("DRC") review and approval of stacking for drive-through services which shall not extend into roadways, driveways, or other lots.
 - b. Lot 1 restrictions:
 - i. no drive through speaker on west side of building
 - ii. drive in/drive up dining establishment prohibited (eg: Sonic)
14. Used clothing store; and
15. Vehicle wash:
 - a. Not permitted on lot 1.

D. Development Regulations.

Unless otherwise stated herein, the general provisions set forth in the Code, including the City's Zoning Ordinance (the "Zoning Ordinance"), as amended, apply. The Property shall be developed in

accordance with the Commercial Business (CB) District regulations, except as provided herein. In the event of a conflict between the Zoning Ordinance and these development standards set forth herein, these development standards shall apply.

1. Building Height.
 - a. Maximum height.
 - i. Lot 10: 38 feet.
 - ii. Lots 5, 8, 9 and 17: 35 feet.
 - iii. All other lots shall comply with the CB District standards.
2. Setbacks.
 - a. Side yard: minimum side setback of 10 feet (10') between interior lot lines.
 - b. Rear yard: minimum rear setback of ten feet (10') between interior lot lines.
 - c. Front yard: minimum front setback of ten feet (10') between interior lot lines.
 - d. All periphery setbacks shall comply with the CB District standards.
3. Business operations.
 - a. Outside dining is permitted.
 - b. Outside music prohibited, except by permit issued by DRC.
 - c. Office uses shall be considered service type uses.
4. Off-street parking and loading.
 - a. Off-street parking and loading shall be provided as shown on the Site Plan and as further provided in Section E of these standards.
5. Impervious coverage.
 - a. Maximum impervious coverage for the Property is 70% with an additional allowance of up to 10% for pervious coverage.
6. Landscaping and tree conservation.
 - a. Landscaping.
 - i. Approved landscape material includes turf grasses.
 - ii. One (1) shade tree and twelve (12) shrubs for every thirty (30) linear feet of frontage is required.
 - iii. One (1) shade tree for every 40 feet of adjacency to property used or zoned for single-family or duplex.
 - iv. A minimum of 20 percent of the Property (excluding right of way) shall be maintained as landscaped area.
 - v. A minimum of 5 percent of each individual lot (excluding right of way) shall be maintained as landscaped area.
 - vi. A minimum of 5 percent of interior parking lots shall be maintained as landscaped area.
 - vii. Floodplain area shall be considered landscape area subject to the following:
 - A. Floodplain area shall be maintained in a state of good repair and neat appearance so as to not interfere with use of the floodplain area as landscape area.

- B. Lot 1 regulation: Live screening shall be installed and maintained if existing screening on adjacent property is removed, thinned to the point that the Property is no longer screened from residential area.
 - b. Tree Conservation.
 - i. Mature trees within the area identified as “tree preservation zone” on the Site Plan may not be voluntarily removed by the Property owner.
- 7. Signs. Signage must be provided in accordance with the following and as shown on the Site Plan and the Sign Elevations (Exhibit C).
 - a. Maximum height of a freestanding sign shall be 24 feet.
 - i. Exception – Lot 8, sign #1 maximum height shall be 24 feet.
 - b. Monument Signs.
 - i. Maximum height of a sign shall be 15 feet.
 - ii. The sign area illustrating the business name shall not exceed 100 square feet. The overall sign area, including the base and/or supporting frame, may be no more than 150 square feet.
 - iii. The minimum distance between signs is 50 feet.
 - iv. Shall incorporate the following City of Lucas logo.



- v. Prohibited on lot 1.
 - c. Attached Signs.
 - i. Canopy, awning, and arcade signs are permitted.
 - ii. Except as otherwise provided herein, one (1) attached sign is allowed on the front façade of a building. Additional signs may be placed on any other facade of a building if such façade faces an abutting drive or parking lot. Attached signs may be a maximum of 10 percent of the total area of the front façade or 150 square feet, whichever is larger.
 - iii. For tenants occupying a building or suite 7,000 square feet or more, multiple attached signs are permitted. The total area of signs located on the primary facade shall not exceed 10 percent of the primary façade area. The total area of signs located on secondary facades shall not exceed 5 percent of the secondary façade area.
 - iv. Additional signs for a refueling station may be located on the three (3) primary facias of the refueling station canopy. The maximum sign area for the canopy-attached signs shall be the same as the maximum area permitted for the building-attached signs.
 - v. Lot 5 – a double frontage lot – signage allowed on both frontage façades.
 - d. Sign illumination.

- i. Signs related to a refueling station used to advertise fuel prices shall have no hour restrictions for operation or illumination.
- ii. Signs related to a grocery store use located on a lot used for a refueling station may be illuminated from dusk to daylight.
- iii. All other signs related to a grocery use must extinguish illumination at 12:00am.
- iv. Rear illuminated signs allowed only on:
 - A. lot 4 and 8;
 - B. rear and side façade of lot 4;
 - C. front and east side façade of lot 17.
- v. Animation is prohibited on all signage.

8. Miscellaneous.

- a. A specific use permit shall be required when the total square footage of a single use exceeds 66,000 square feet.
- b. No screening shall be required along the western property line.
- c. Off-street loading areas are not required. However, if off-street loading area is provided it must be located at the rear or the side of a building and are not required to be screened from adjacent single-family residential use.
 - i. Customer pickup is not considered off-street loading for the purposes of this sub-paragraph.
- d. "Strip-type" commercial development is permitted as generally shown on the Site Plan.
- e. Screening is not required for transformers, utility meters, and other machinery.
- f. The City of Lucas wastewater lift station providing service to the Property shall be screened with wrought-iron fencing.
- g. Transformers, lift stations, utility meters, and other machinery are not required to be located at the rear property line, drive, or alley.
- h. Storefronts or faces of buildings shall provide architectural elements in order to achieve varying façade geometry and articulation.
- i. Direct light sources shall not produce glare at the property line but may be visible at the property line at ground level or above, but must be contained to the target area.
- j. Bays for automobile repair uses may not face a public thoroughfare.
- k. Outdoor storage, display and use Only permitted by right in areas clouded and labeled on the proposed site plan for outdoor storage, all other outdoor storage, display and use by SUP only.

E. Major Development Standards.

Except as provided herein, the major development standards in section 14.03.355 of the Zoning Ordinance shall apply.

- 1. The maximum height of any wall is not limited by proximity to a residential zoning district.
- 2. No landscape area, including a landscaped street or landscaped pedestrian way, or other appropriate landscape or hardscape features is required to separate lots from each other.

3. Parking is not required to be divided into multiple lots and may contain more than 120 parking spaces. No maximum number of total off-street parking serving development on the Property.
4. Minimum parking space dimensions shall be nine feet (9') wide and eighteen feet (18') in length.
5. A covered passenger loading area is not required except for a medical minor emergency clinic.
6. No elevation or change in materials is required to differentiate pedestrian walkways from driving surfaces, except for pedestrian walkways contiguous with buildings.
7. No reader boards having changeable copy, electronic or otherwise, are allowed except for any signs related to a refueling station or a convenience store with refueling station.
 - a. Reader boards related to a refueling station having a changeable copy, electronic, or otherwise may be located on a:
 - i. Monument sign;
 - ii. Canopy sign; or
 - iii. Any other sign permitted by these standards or the Code to display fuel pricing.
8. No bus pullout or shelter is required to be developed on-site or off-site in relation to the Property.

F. Site plan, landscape plan, and building design.

1. Site plans and amendments to the Site Plan that conform to the requirements of this planned development shall be reviewed by Planning and Zoning Commission but do not require public hearings. Non-conforming site plans and amendments to non-conforming site plans require review and approval by the Planning and Zoning Commission after a public hearing. Amendments to the Site Plan may not increase maximum height or density, decrease maximum impervious coverage, or decrease minimum setbacks.
2. Landscape plans and amendments to landscape plans that conform to the requirements of this planned development shall be reviewed by the Planning and Zoning Commission but do not require a public hearing. Non-conforming landscape plans and amendments to non-conforming landscape plans require review and approval by the Planning and Zoning Commission after a public hearing. Minor amendments to the approved landscape plan may be approved administratively by the DRC.
3. Building design and materials.
 - a. Lot 4, 8, 9, 10, and 17.
 - i. Building design, materials, and appearance for lots 4, 8, 9, 10, and 17 shall be provided in accordance with the Retail Design Package (Exhibit D).
 - b. All other lots shall provide building design, materials, and appearance generally consistent with the Materials Board (Exhibit E).
4. Development of the Property shall be consistent with the Site Plan, architectural renderings, material boards, landscape plan and sign elevations and schematic designs.

Section 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

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

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

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

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

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

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

APPROVED:

Dusty Kuykendall, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr.
(12-17-24; amd 1 8/24/26 cgm)

Toshia Kimball, City Secretary

EXHIBIT "A"
Property Description

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas and being part of a called 367.347 acre tract of land described in Special Warranty Deed to JCBR HOLDINGS, LLC, recorded in Instrument No. 0110222000191070, Official Public Records, Collin County, Texas, and being part of a called 2.00 acre tract of and described in General Warranty Deed to JCBR Holdings LLC, recorded in Instrument No. 20150302000222420 of said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found at the southwest end of a corner clip at the intersection of the north right-of-way line of Parker Road (also known as F.M. No. 2514, a variable width right-of-way) and the west right-of-way line of Southview Drive (also known as F.M. Road 1378, a variable width right-of-way), said point also being a southeast corner of said 367.347 acre tract;

THENCE with said north right-of-way line of Parker Road, the following courses and distances:

North 89°48'38" West, a distance of 801.93 feet to a 5/8-inch iron rod found for corner;
South 88°25'33" West, a distance of 194.94 feet to a 5/8-inch iron rod found for corner;
North 89°51'51" West, a distance of 305.21 feet to a 5/8-inch iron rod found for corner;
North 86°12'54" West, a distance of 267.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,828.00 feet, a central angle of 10°48'32", and a chord bearing and distance of North 84°27'35" West, 344.34 feet;
In a westerly direction, with said non-tangent curve to the right, an arc distance of 344.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 72°59'38" West, a distance of 74.76 feet to a point for corner in said north right-of-way line of Parker Road;

THENCE departing said north right-of-way line of Parker Road, with the east line of Enchanted Creek Phase IB, an addition to the City of Lucas, according to the plat recorded in Instrument No. 20150612010002100 of said Official Public Records, the following courses and distances:

North 58°50'27" East, a distance of 26.36 feet to a point for corner;
North 04°32'46" East, a distance of 83.77 feet to a point for corner;
North 08°18'33" West, a distance of 429.94 feet to a point for corner;
North 03°05'56" West, a distance 163.45 feet to a point for corner;

THENCE departing said east line of Enchanted Creek Phase IB, over and across said 367.347 acre tract and said 2.00 acre tract, the following courses and distances:

North 90°00'00" East, a distance of 1,432.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°00'00" East, a distance of 411.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 211.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the west line of said 2.00 acre tract;
North 00°00'00" East, a distance of 105.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 384.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 528.00 feet, a central angle of 16°58'52", and a chord bearing and distance of South 10°26'40" East, 155.91 feet, in said west right-of-way line of Southview Drive;

THENCE with said west right-of-way line of Southview Drive, the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 156.49 feet to a point for corner;
South 02°01'58" East, a distance of 658.47 feet to a point for corner;
South 00°36'17" East, a distance of 414.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 89°36'14" West, a distance of 28.52 feet to a 5/8-inch iron rod with plastic cap stamped "PBJ SURVEYING" found for corner;
South 00°23'46" East, a distance of 16.38 feet a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found for the northeast end of said corner clip;

THENCE with said corner clip, South 45°06'51" West, a distance of 43.68 feet to the **POINT OF BEGINNING** and containing 1,829,317 square feet or 41.9954 acres of land.

The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011).

EXHIBIT "B"

Property Depiction

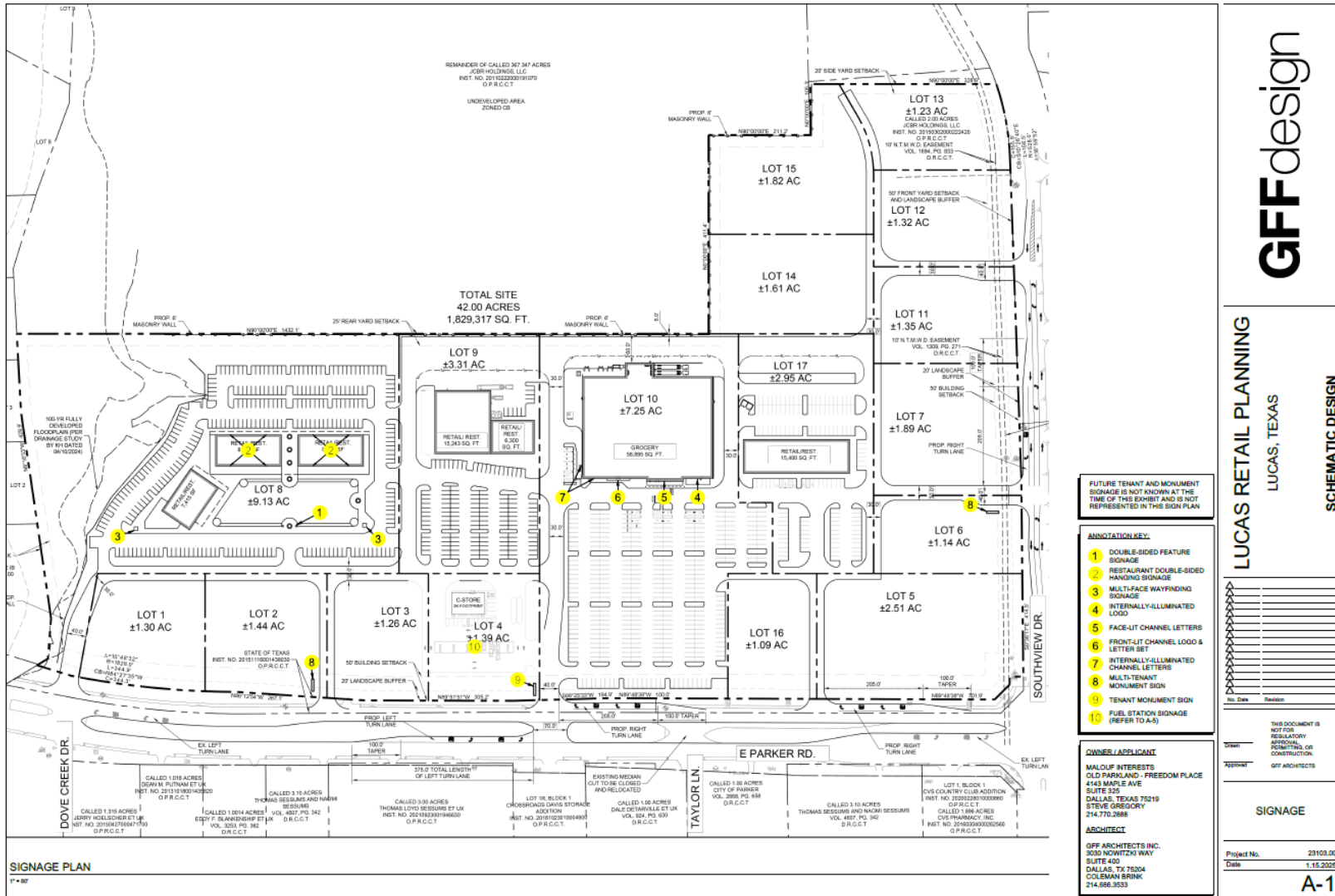


Exhibit "B"
City of Lucas
Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
Approved: September 3, 2026

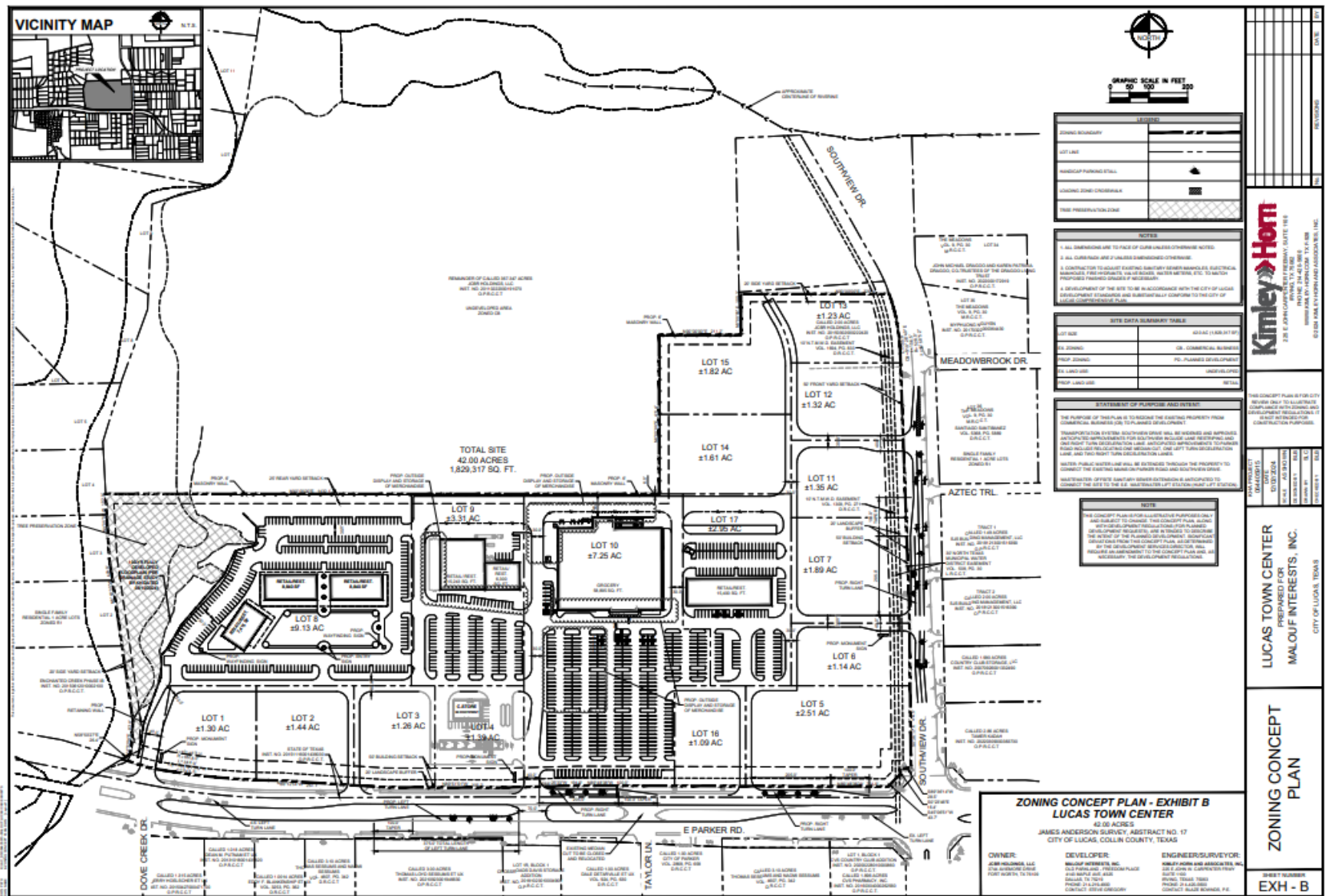


Exhibit "B"
City of Lucas
Ordinance # 2026-09-01053 (Change in Zoning - ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
Approved: September 3, 2026

EXHIBIT "C" Sign Elevations



3 MULTI-FACE WAYFINDING SIGNAGE - LOT 8
10' x 1' 0"



2 RESTAURANT DOUBLE-SIDED HANGING SIGNAGE - LOT 8
10' x 1' 0"



1 DOUBLE-SIDED FEATURE SIGNAGE - LOT 8
10' x 1' 0"



OWNER / APPLICANT

MALOUF INTERESTS
OLD PARKLAND - FREEDOM PLACE
4143 MAPLE AVE.
SUITE 325
DALLAS, TEXAS 75219
STEVE GREGORY
214.775.2888

ARCHITECT

GFF ARCHITECTS INC.
3033 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
COLEMAN BRINK
214.680.3533

LUCAS RETAIL PLANNING
LUCAS, TEXAS
SCHEMATIC DESIGN

GFF design

SIGNAGE

Project No. 23103-00
Date 12.2.2024

A-2

Exhibit "C"
City of Lucas
Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
Approved: September 3, 2026



CHURCHILLS

A-2

SCHEMATIC DESIGN

9-ALT TENANT MONUMENT SIGN

12' x 7'0"

9 TENANT MONUMENT SIGN

12' x 7'0"

8 MULTI-TENANT MONUMENT SIGN - LOTS 1, 6

12' x 7'0"

GFF

design

LUCAS RETAIL PLANNING

LUCAS, TEXAS

SCHEMATIC DESIGN

OWNER / APPLICANT

MALOUF INTERESTS
OLD PARKLAND - FREEDOM PLACE
4143 MAPLE AVE
SUITE 320
DALLAS, TEXAS 75219
STEVE GREGORY
214.770.2888

ARCHITECT

GFF ARCHITECTS INC.
3030 NOWITZKI WAY
SUITE 400
DALLAS, TX 75204
COLEMAN BRINK
214.686.3533

THIS DOCUMENT IS
NOT FOR
APPROVAL OR
CONSTRUCTION

Date: 12.2.2024

Project No: 23103.00

Title: SIGNAGE

A-4

Exhibit "C"

City of Lucas

Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)

Approved: September 3, 2026

EXHIBIT “D”
Retail Design Package



GFFdesign



June 14, 2024 Not For Regulatory Approval, Permitting, or Construction Not For Review Status: Final Design/Construction Permitting: June 14, 2024 Not For Review

Exhibit “D”
City of Lucas
Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
Approved: September 3, 2026



GFFdesign



July 9, 2025 Not For Regulatory Approval, Permitting, or Construction Final/Predecessor Dates, Times Single Retail Planning / June 18, 2025 / Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



GFFdesign



Job #: 202106 Not For Regulatory Approval, Permitting, or Construction Permit/Permeant Dallas, Texas Sanger Retail Planning / June 18, 2024 / Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)

Approved: September 3, 2026



GFFdesign



Job #: 22196 Not For Regulatory Approval, Permitting, or Construction Field/Rendered Dallas, Texas Single Retail Planning // June 18, 2026 // Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



GFFdesign



Job #: 22186 Not For Regulatory Approval, Permitting, or Construction Final/Revised Dallas, Texas Single Retail Planning // June 18, 2024 // Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



GFFdesign



Job #: 202105 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Sanger Retail Planning / June 18, 2024 / Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



GFFdesign



July 8, 2021 8:00 AM Not For Regulatory Approval, Permitting, or Construction Partial/Provisional Dallas, Texas Sanger Retail Planning / June 18, 2026 / Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)

Approved: September 3, 2026



GFFdesign



Job #: 22758 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Coffee, Treats Single Retail Planning // June 16, 2024 // Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



GFFdesign



Job #: 23103 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Lucas Site Planning // January 13, 2025 // Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



Lot 17

GFFdesign



Job #: 22186 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Single Retail Planning / June 18, 2024 / Schematic Design

Exhibit "D"
 City of Lucas
 Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
 Approved: September 3, 2026



GFFdesign



July 6, 2023 Not For Regulatory Approval, Permitting, or Construction Retail/Restaurant Dallas, Texas Burger Retail Planning / June 18, 2023 / Schematic Design

Exhibit "D"

City of Lucas

Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)

Approved: September 3, 2026

EXHIBIT “E” Materials Board



COMPOSITE WOOD PLANK - SOFFIT



BRICK BLEND - RUNNING BOND



PAINTED CMU - MULTIPLE NEUTRAL COLORS



CORRUGATED METAL ROOF AND WALL PANEL



CLEAR ANODIZED ALUMINUM STOREFRONT



COMPOSITE WOOD PLANK - WALL SIDING



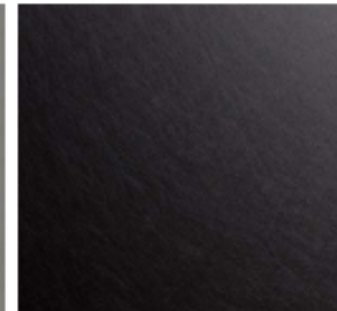
WHITE BRICK - RUNNING BOND



CHARCOAL GRAY PAINT



STANDING SEAM METAL PANEL - SLATE GRAY

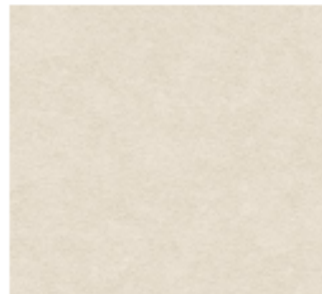


BLACK ANODIZED ALUMINUM STOREFRONT

Exhibit C



WOOD-LOOK METAL PANEL TO MATCH WALL SIDING



WHITE STUCCO - SHERWIN WILLIAMS 7008 ALABASTER



CHARCOAL STUCCO - SHERWIN WILLIAMS 7009 GAUNTLET GRAY



HONED NATURAL LIMESTONE VENEER

GFFdesign
4908-4936-1927, v. 2



Job #: 20202 Not For Regulatory Approval, Permitting or Construction Field/Reference Dallas, Texas Lucas Panel: 17 December 2, 2024 17 Schematic Design

MATERIALS

Exhibit “E”
City of Lucas
Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)
Approved: September 3, 2026

Exhibit "E"

City of Lucas

Ordinance # 2026-09-01053 (Change in Zoning – ±41.9954 acre Hunt Tract located at northwest corner of Parker Road and Southview Drive)

Approved: September 3, 2026

Summary report: Litera Compare for Word 11.14.0.42 Document comparison done on 7/7/2026 3:40:49 PM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4897-4395-7947/1/PD Amendment--Development Standards.docx	
Modified DMS: nd://4897-4395-7947/2/PD Amendment--Development Standards.docx	
Changes:	
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Delete	2
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	2



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, August 13, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, September 3, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a request by Winstead PC on behalf of Matt MacConnell with Lucas Retail Partners Ltd for a (PD) Planned Development on a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas and being part of a called 367.347 acre tract of land described in Special Warranty Deed to JCBR HOLDINGS, LLC, recorded in Instrument No. 20110222000191070, Official Public Records, Collin County, Texas, and being part of a called 2.00 acre tract of land described in General Warranty Deed to JCBR Holdings LLC, recorded in Instrument No. 20150302000222420 of said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found at the southwest end of a corner clip at the intersection of the north right-of-way line of Parker Road (also known as F.M. No. 2514, a variable width right-of-way) and the west right-of-way line of Southview Drive (also known as F.M. Road 1378, a variable width right-of-way), said point also being a southeast corner of said 367.347 acre tract;

THENCE with said north right-of-way line of Parker Road, the following courses and distances:

North 89°48'38" West, a distance of 801.93 feet to a 5/8-inch iron rod found for corner;
South 88°25'33" West, a distance of 194.94 feet to a 5/8-inch iron rod found for corner;
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North 08°18'33" West, a distance of 429.94 feet to a point for corner;

North 03°05'56" West, a distance 163.45 feet to a point for corner;

THENCE departing said east line of Enchanted Creek Phase IB, over and across said 367.347 acre tract and said 2.00 acre tract, the following courses and distances:

North 90°00'00" East, a distance of 1,432.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°00'00" East, a distance of 411.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 90°00'00" East, a distance of 211.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the west line of said 2.00 acre tract;

North 00°00'00" East, a distance of 105.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 90°00'00" East, a distance of 384.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 528.00 feet, a central angle of 16°58'52", and a chord bearing and distance of South 10°26'40" East, 155.91 feet, in said west right-of-way line of Southview Drive;

THENCE with said west right-of-way line of Southview Drive, the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 156.49 feet to a point for corner

South 02°01'58" East, a distance of 658.47 feet to a point for corner;

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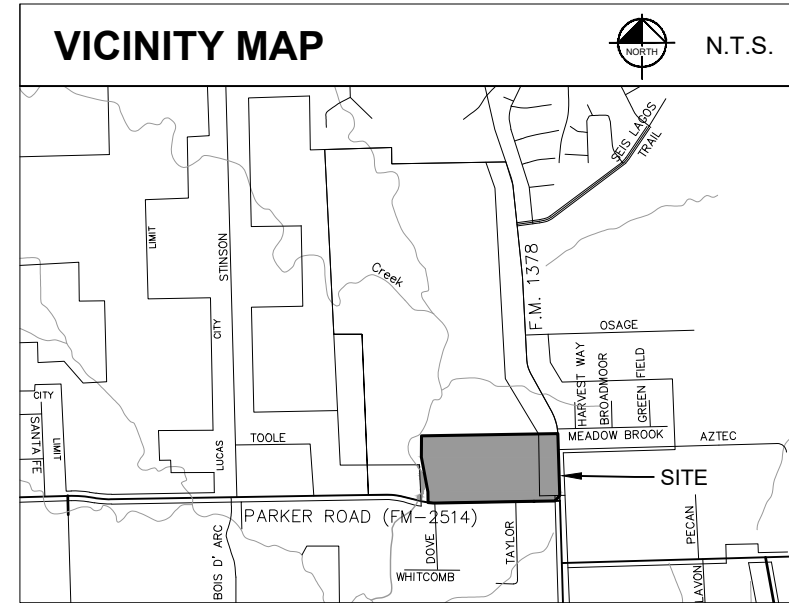
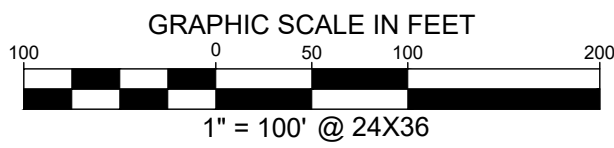
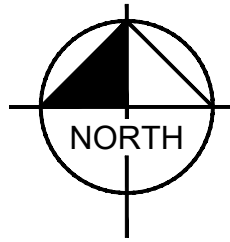
THENCE with said corner clip, South 45°06'51" West, a distance of 43.68 feet to the **POINT OF BEGINNING** and containing 1,829,317 square feet or 41.9954 acres of land.

The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011).

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

Statement of Purpose and Intent

The purpose and intent of this application is to make a small amendment to a previously approved Planned Development (PD) conditions on the Property. Namely, the amendment will remove a screening regulation consistent with discussions between Applicant and the City of Lucas. The current land use is a mixed retail development. We intend to maintain the existing zoning of PD. We do not anticipate any impact to the transportation system than the previously approved PD project for the Property. We similarly do not anticipate any impact to neighboring landowners or utilities. We believe that this application is consistent with the Comprehensive Plan, as best evidenced by the prior approval of this project.



LEGEND

ROOF DRAIN	MAIL BOX
CABLE TV BOX	SANITARY SEWER CLEAN OUT
CABLE TV HANDHOLE	SANITARY SEWER MANHOLE
CABLE TV MANHOLE	SANITARY SEWER MARKER FLAG
CABLE TV MARKER FLAG	SANITARY SEWER MARKER SIGN
CABLE TV MARKER SIGN	SANITARY SEWER SEPTIC TANK
CABLE TV VAULT	SANITARY SEWER VAULT
COMMUNICATIONS BOX	STORM SEWER BOX
COMMUNICATIONS HANDHOLE	STORM SEWER DRAIN
COMMUNICATIONS MANHOLE	STORM SEWER MANHOLE
COMMUNICATIONS MARKER FLAG	STORM SEWER VAULT
COMMUNICATIONS MARKER SIGN	TRAFFIC BARRIER
COMMUNICATIONS VAULT	TRAFFIC BOLLARD
ELEVATION BENCHMARK	TRAFFIC BOX
FIBER OPTIC BOX	CROSS WALK SIGNAL
FIBER OPTIC HANDHOLE	TRAFFIC HANDHOLE
FIBER OPTIC MANHOLE	TRAFFIC MANHOLE
FIBER OPTIC MARKER FLAG	TRAFFIC MARKER SIGN
FIBER OPTIC VAULT	TRAFFIC SIGNAL
MONITORING WELL	UNIDENTIFIED BOX
GAS METER	UNIDENTIFIED HANDHOLE
GAS MANHOLE	UNIDENTIFIED MANHOLE
GAS SIGN	UNIDENTIFIED MARKER FLAG
GAS TANK	UNIDENTIFIED POLE
GAS VALVE	UNIDENTIFIED VAULT
TELEPHONE BOX	UNIDENTIFIED VALVE
TELEPHONE HANDHOLE	TREE
TELEPHONE MANHOLE	WATER BOX
TELEPHONE MARKER FLAG	FIRE DEPT. CONNECTION
TELEPHONE VAULT	FIRE HYDRANT
PIPELINE MARKER SIGN	WATER METER
ELECTRIC BOX	WATER MANHOLE
FLOOD LIGHT	WATER MARKER FLAG
GUY ANCHOR	WATER MARKER SIGN
GUY ANCHOR POLE	WATER VAULT
ELECTRIC HANDHOLE	WATER VALVE
LIGHT STANDARD	AIR RELEASE VALVE
ELECTRIC METER	WATER WELL
ELECTRIC MANHOLE	IRON ROD WITH 'W' CAP SET
ELECTRIC MARKER FLAG	IRON ROD WITH CAP FOUND
ELECTRIC MARKER SIGN	PKS PK NAIL SET
UTILITY POLE	PKF PK NAIL FOUND
ELECTRIC TRANSFORMER	IRON ROD FOUND
ELECTRIC VAULT	IRON PIPE FOUND
HANDICAPPED PARKING	ADP ALUMINUM DISK FOUND
SIGN	'X' CUT IN CONCRETE SET
MARQUEE/BILLBOARD	'X' 'X' CUT IN CONCRETE FOUND
BONE LOCATION	P.O.B. POINT OF BEGINNING
FLAG POLE	P.O.C. POINT OF COMMENCING
GREASE TRAP	N.T.M.W.D. NORTH TEXAS MUNICIPAL WATER DISTRICT

LINE TYPE LEGEND

BOUNDARY LINE	BOUNDARY LINE
EASEMENT LINE	EASEMENT LINE
BUILDING LINE	BUILDING LINE
WATER LINE	WATER LINE
W	SANITARY SEWER LINE
SS	STORM SEWER LINE
GAS	UNDERGROUND GAS LINE
OVERHEAD	OVERHEAD UTILITY LINE
UG	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
FENCE	CONCRETE PAVEMENT
ASPHALT	ASPHALT PAVEMENT

ALTA/NSPS LAND TITLE SURVEY

41.9954 ACRES

JAMES ANDERSON SURVEY, ABSTRACT NO. 17
CITY OF LUCAS, COLLIN COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300
Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JZ/CM	JAD	Nov. 2023	064405915	1 OF 2

No.	DATE	REVISION DESCRIPTION
	11/17/23	REVISED BOUNDARY LIMITS

PROPERTY DESCRIPTION

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas and being part of a called 367.347 acre tract of land described in Special Warranty Deed to JCBR HOLDINGS, LLC, recorded in Instrument No. 20110222000191070, Official Public Records, Collin County, Texas, and being part of a called 2.00 acre tract of land described in General Warranty Deed to JCBR Holdings LLC, recorded in Instrument No. 20150302000222420 of said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found at the southwest end of a corner clip at the intersection of the north right-of-way line of Parker Road (also known as F.M. No. 2514, a variable width right-of-way) and the west right-of-way line of Southview Drive (also known as F.M. Road 1378, a variable width right-of-way), said point also being a southeast corner of said 367.347 acre tract;

THENCE with said north right-of-way line of Parker Road, the following courses and distances:

North 89°48'38" West, a distance of 801.93 feet to a 5/8-inch iron rod found for corner;
South 88°25'33" West, a distance of 194.94 feet to a 5/8-inch iron rod found for corner;
North 89°51'51" West, a distance of 305.21 feet to a 5/8-inch iron rod found for corner;
North 86°12'54" West, a distance of 267.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 1,828.00 feet, a central angle of 10°48'32", and a chord bearing and distance of North 84°27'35" West, 344.34 feet;
In a westerly direction, with said non-tangent curve to the right, an arc distance of 344.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 72°59'38" West, a distance of 74.76 feet to a point for corner in said north right-of-way line of Parker Road;

THENCE departing said north right-of-way line of Parker Road, with the east line of Enchanted Creek Phase IB, an addition to the City of Lucas, according to the plat recorded in Instrument No. 20150612010002100 of said Official Public Records, the following courses and distances:

North 58°50'27" East, a distance of 26.36 feet to a point for corner;
North 04°32'46" East, a distance of 83.77 feet to a point for corner;
North 08°18'33" West, a distance of 429.94 feet to a point for corner;
North 03°05'56" West, a distance 163.45 feet to a point for corner;

THENCE departing said east line of Enchanted Creek Phase IB, over and across said 367.347 acre tract and said 2.00 acre tract, the following courses and distances:

North 90°00'00" East, a distance of 1,432.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 00°00'00" East, a distance of 411.43 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 211.22 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the west line of said 2.00 acre tract;
North 00°00'00" East, a distance of 105.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
North 90°00'00" East, a distance of 384.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 528.00 feet, a central angle of 16°58'52", and a chord bearing and distance of South 10°26'40" East, 155.91 feet, in said west right-of-way line of Southview Drive;

THENCE with said west right-of-way line of Southview Drive, the following courses and distances:

In a southerly direction, with said non-tangent curve to the right, an arc distance of 156.49 feet to a point for corner
South 02°01'58" East, a distance of 658.47 feet to a point for corner;
South 00°36'17" East, a distance of 414.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;
South 89°36'14" West, a distance of 28.52 feet to a 5/8-inch iron rod with plastic cap stamped "PBJ SURVEYING" found for corner;
South 00°23'46" East, a distance of 16.38 feet a 1/2-inch iron rod with plastic cap stamped "PJB SURVEYING" found for the northeast end of said corner clip;

THENCE with said corner clip, South 45°06'51" West, a distance of 43.68 feet to the **POINT OF BEGINNING** and containing 1,829,317 square feet or 41.9954 acres of land.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48085C0415J, for Collin County, Texas and incorporated areas, dated June 2, 2009, this property is located within:

Zone X (shaded) defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood"

Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOTES:

- No visible evidence of current earth moving work, building construction or building additions were observed at the time of survey.
- The basis of bearings is based on State Plane Coordinate System, Texas North Central Zone 4204, North American datum of 1982 (2011).

NOTES ADDRESSING SCHEDULE B EXCEPTIONS:

(Pursuant to Commitment for Title Insurance, issued by Fidelity National Title Insurance Company, GF, No. FT-135-9001352300147, Commitment No. 9001352300147, effective date August 16, 2023, issued September 6, 2023.)

- The North Texas Municipal Water District Easement recorded in Volume 508, Page 30, Deed Records, Collin County, Texas does lie within the surveyed property and is shown hereon.
- The North Texas Municipal Water District Easement recorded in Volume 1309, Page 271, Deed Records, Collin County, Texas does lie within the surveyed property and is shown hereon.
- The surveyed property is a portion of the land described as "Exhibit A" in Development Agreement recorded in Instrument No. 20090625000794560, Official Public Records, Collin County, Texas.
- Due to the vague description of the American Telephone & Telegraph Company Easement recorded in Volume 266, Page 502, Deed Records, Collin County, Texas the surveyor is unable to determine its exact location.
- The Texas Power & Light Company Easement recorded in Volume 370, Page 309, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The Texas Power & Light Company Easement recorded in Volume 396, Page 518, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The Texas Power & Light Company Easement recorded in Volume 466, Page 333, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The North Texas Municipal Water District Easement recorded in Volume 508, Page 30, Deed Records, Collin County, Texas does lie within the surveyed property and is shown hereon.
- The North Texas Municipal Water District Easement recorded in Volume 508, Page 63, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The General Telephone Company of the Southwest Easement recorded in Volume 686, Page 161, Volume 688, Page 36, and Volume 688, Page 732, Deed Records, Collin County, Texas does not lie within the surveyed property.
- Due to the vague description of the Texas Power & Light Company Easement recorded in Volume 741, Page 547, Deed Records, Collin County, Texas the surveyor is unable to determine its exact location.
- The North Texas Municipal Water District Easement recorded in Volume 1309, Page 271, Deed Records, Collin County, Texas does lie within the surveyed property and is shown hereon.
- The Texas Power & Light Company Easement recorded in Volume 396, Page 518, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The North Texas Municipal Water District Easement recorded in Volume 508, Page 133, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The North Texas Municipal Water District Easement recorded in Volume 1309, Page 266, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The North Texas Municipal Water District Easement recorded in Instrument No. 96-0085148, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The Texas Power & Light Company Easement recorded in Volume 879, Page 424, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The Right-of-Way Easement recorded in Volume 419, Page 191, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The North Texas Municipal Water District Easement recorded in Instrument No. 20100806000813260, Official Public Records, Collin County, Texas does not lie within the surveyed property.
- The Utility Easement recorded in Instrument No. 20100917000993640, Official Public Records, Collin County, Texas does not lie within the surveyed property.
- The Utility Easement recorded in Instrument No. 20100917000993650, Official Public Records, Collin County, Texas does not lie within the surveyed property.
- The Utility Easement recorded in Instrument No. 20100917000993660, Official Public Records, Collin County, Texas does not lie within the surveyed property.
- The Utility Easement recorded in Instrument No. 20101007001084850, Official Public Records, Collin County, Texas does not lie within the surveyed property.
- The surveyed property is a portion of the land described in Development Agreement recorded in Instrument No. 20090625000794560, Official Public Records, Collin County, Texas.
- The North Texas Municipal Water District Easement recorded in Volume 1694, Page 831, Deed Records, Collin County, Texas does not lie within the surveyed property.
- The Texas Power & Light Company Easement recorded in Volume 1920, Page 567, Deed Records, Collin County, Texas does not lie within the surveyed property.

SURVEYORS CERTIFICATION:

To:
JCBR HOLDINGS, LLC;
Fidelity National Title Agency, Inc.;
Fidelity National Title Insurance Company;
Malouf Interests, Inc.;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1,3,4,8,9,13 and 16 of Table A thereof. The field work was completed on September 27, 2023.

Survey Date: September 27, 2023

J. Andy Dobbs
Registered Professional Land Surveyor No. 6196
Kimley-Horn and Associates, Inc.
13455 Noel Road
Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Ph. 972-770-1300
andy.dobbs@kimley-horn.com

PRELIMINARY

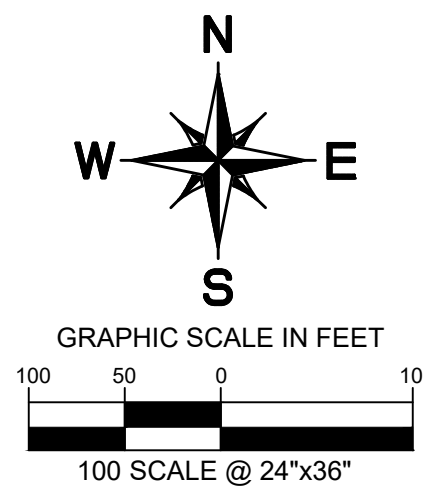
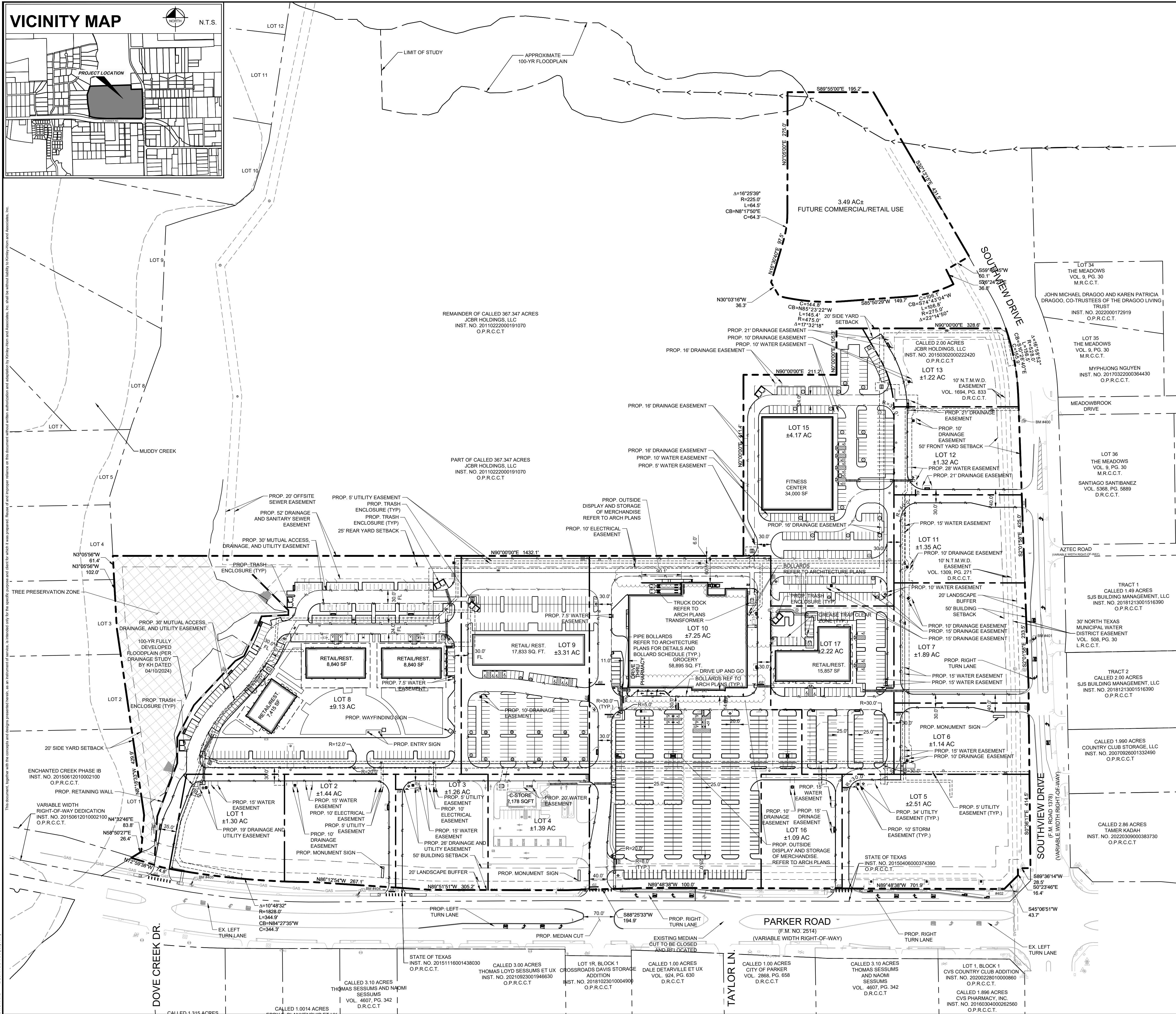
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY
42.0000 ACRES
JAMES ANDERSON SURVEY, ABSTRACT NO. 17
CITY OF LUCAS, COLLIN COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3620

	11/17/23	REVISED BOUNDARY LIMITS	Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
No.	DATE	REVISION DESCRIPTION	N/A	JZ/CM	JAD	Nov. 2023	064405915	2 OF 2



LEGEND	
PROPERTY LINE	
LOT LINE	
PROPOSED SS MANHOLE	
EXISTING SS MANHOLE	
PROPOSED FIRE HYDRANT	
EXISTING FIRE HYDRANT	
PROPOSED WATER METER	
PROPOSED CURB INLET	
HANDICAP PARKING STALL	
LOADING ZONE / CROSSWALK	
CURB RAMP	
TREE PRESERVATION ZONE	
PROPOSED LIGHT POLE	

NOTES
1. REFER TO SHEET C-002 FOR GENERAL NOTES AND PROJECT BENCHMARKS.
2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL CURB RADII ARE 2' UNLESS DIMENSIONED OTHERWISE.
4. CONTRACTOR TO ADJUST EXISTING SANITARY SEWER MANHOLES, ELECTRICAL MANHOLES, FIRE HYDRANTS, VALVE BOXES, WATER METERS, ETC. TO MATCH PROPOSED FINISHED GRADES IF NECESSARY.
5. DEVELOPMENT OF THE SITE TO BE IN ACCORDANCE WITH THE CITY OF LUCAS DEVELOPMENT STANDARDS AND SUBSTANTIALLY CONFORM TO THE CITY OF LUCAS COMPREHENSIVE PLAN.

Kimley»»Horn
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.

THIS SITE PLAN IS FOR CITY
REVIEW ONLY TO ILLUSTRATE
COMPLIANCE WITH ZONING AND
DEVELOPMENT REGULATIONS. IT
IS NOT INTENDED FOR
CONSTRUCTION PURPOSES.

KHA PROJECT	DATE	SCALE	AS SHOWN
064405915	07/21/2026	DESIGNED BY	MME
		DRAWN BY	MME
		CHECKED BY	BLB

LUCAS CROSSING
PREPARED FOR
MALOUF INTERESTS, INC.
CITY OF LUCAS, TEXAS

ZONING EXHIBIT

SHEET NUMBER
EXH



City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Conduct a public hearing and consider Ordinance #2026-09-01054 requested by Casey Gregory of Sanchez & Associates on behalf of Ricardo Aguilar for a proposed Planned Development (PD) zoning district to overlay the existing R-2 Residential Single-Family zoning of approximately 8.59 acres located at 1705 Stinson Rd., Lucas, TX 75002.

Background Information:

The PD proposes reduced easement widths to better accommodate the overall subdivision design and infrastructure layout. In exchange for these development modifications, the Planned Development establishes enhanced architectural standards by imposing additional restrictions on permitted exterior construction materials.

The subject property is currently zoned R-2 Single-Family Residential, while the City's Comprehensive Plan designates the property for R-1 Single-Family Residential development. The proposed Planned Development is intended to implement R-1 development standards while providing the flexibility afforded through the PD process.

The Concept Plan, attached as part of the Planned Development regulations, shall govern the layout of the development and shall control in the event of any conflict or ambiguity between the Concept Plan and the written PD regulations.

Attachments/Supporting Documentation:

1. LUCAS ZORD Change in Zoning from R2 to PD with R1 Base Zoning 1705 Stinson
2. Public Notice ~ 1705 Stinson PD
3. Application_Redacted
4. Metes and bounds
5. Development_Regulations
6. Concept_Plan
7. Landscape_Plan

Budget/Financial Impact:

N/A

Recommendation:

This request meets the City's requirements for Planned Development. Staff recommends tying the Concept plan to the PD, along with the PD requirements. The Planning and Zoning Commission approved the PD with a 4-1 vote.

Motion:

I hereby make a motion to approve/deny Ordinance #2026-09-01054 requested by Casey Gregory of Sanchez & Associates on behalf of Ricardo Aguilar for a proposed Planned Development (PD) zoning district to overlay the existing R-2 Residential Single-Family zoning of approximately 8.59 acres located at 1705 Stinson Rd., Lucas, TX 75002.



ORDINANCE # 2026-09-01054

[CHANGE IN ZONING – ±8.591 ACRES LOCATED AT 1705 STINSON ROAD]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION FROM SINGLE-FAMILY RESIDENTIAL 2 (R2) TO PLANNED DEVELOPMENT NO. 4 (PD-4) WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL 1 (R1), ON A PARCEL OF LAND, LOCATED AT 1705 STINSON ROAD, LUCAS, COLLIN COUNTY, TEXAS, AND BEING PART OF THE JOHN MCKINNEY SURVEY, ABSTRACT 596, AND BEING ALL OF A CALLED 8.591-ACRE TRACT AS RECORDED UNDER COUNTY CLERK’S FILE NO. 2007625000862580 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, AND BEING AND BEING THE NORTHERLY PORTION OF LOT 2 OF THE LOZANO ADDITION AS RECORDED IN VOLUME P, PAGE 10 OF THE COLLIN COUNTY PLAT RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED ON EXHIBIT “A” AND EXHIBIT “B” ATTACHED HERETO; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. The Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, are hereby amended to grant a change in zoning from Single-Family Residential 2 (R2) to Planned Development No. 4 (PD-4) with a base zoning of Single-Family Residential 1 (R1), on a parcel of land, located at 1705 Stinson Road Lucas, Collin County, Texas, and being part of the John McKinney Survey, Abstract No. 596, being all of a called 8.591-acre tract as recorded under County Clerk No. 20070625000862580 of Collin County Land Records, being the northerly portion of Lot 2 of Lozano Addition as recorded in Volume P, Page 10 of the Collin County Plat Records and being more particularly described and depicted on Exhibit “A” and Exhibit “B”, attached hereto and made part hereof for all purposes.

Section 2. Land Use and Development Standards

A. General.

These development standards apply to the approximate cumulative 8.591-acre tract as described in the legal description (Exhibit A) (the "Property"), attached herein. Unless otherwise provided herein, development of the Property shall be in accordance with the City of Lucas's (the "City") Code of Ordinances (the "Code"), as may be amended.

B. Site Plan.

The Property shall generally be developed in accordance with the Site Plan (Exhibit B), attached herein. In the event of a conflict between the Site Plan and these development standards set forth herein, these development standards shall apply.

C. Use Regulations.

The Property shall subject to the use regulations for Single-Family Residential 1 District (R1) as described in the Lucas Code of Ordinances §14.03.231.

D. Development Regulations.

1. Height Regulations – No building shall exceed thirty-five feet (35') or two and one-half stories in height.
2. Principal Dwelling Regulations – All Principal Dwelling Regulations as described in the City of Lucas Code of Ordinance §14.03.233 for Single-Family Residential 1 District (R1) shall apply to the Property.
3. Architectural Regulations – Ninety percent (90%) of exterior siding materials shall consist of masonry, stone, brick, stucco, fiber-cement siding, or other materials approved by the City. Wood siding, trim columns, and decorative elements exposed to the weather shall be constructed of preservative-treated wood or the heartwood of naturally decay-resistant species such as cedar, redwood, cypress, or black locust. Fiber-cement siding shall be considered for up to fifty percent (50%) of exterior building materials by the DRC when seeking to achieve a specific architectural appearance.
4. R1 Modifications – Interior access to the lots to be developed on the Property shall be provided by 35' private road easement with a 15' utility easement on each side. The terminus of the private road shall be in a cul-de-sac in accordance with the Subdivision Ordinance located in Chapter 10 of the Lucas Code of Ordinances. This access road is to be privately owned and maintained by a homeowner's association to be established for the development.

Section 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

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

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

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

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

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

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

APPROVED:

Dusty Kuykendall, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr.
(8/24/26;cgm)

Toshia Kimball, City Secretary

EXHIBIT “A”
Property Description

Metes and Bounds

Property Description

Situated in the state of Texas, County of Collin, being part of the John McKinney Survey, Abstract No. 596, being all of a called 8.591-acre tract as recorded under County Clerk No. 20070625000862580 of Collin County Land Records, being the northerly portion of Lot 2 of Lozano Addition as recorded in Volume P, Page 10 of the Collin County Plat Records, with said premises being more particularly described as follows:

Beginning at 1/2 “iron rod found marking the northeast corner of said 8.591-acre tract, the northeast corner of Lot 2 of said Lozano Addition, the northeast corner of said premises, and being an angle break corner in a called 41.185-acre tract as recorded in Volume 5167, Page 3443 of the Collin County Land Records;

Thence with the east line of said 8.591-acre tract, said Lot 2 , said premises, and a west line of said 41.185-acre tract, South 00°36’54” East, 511.21 feet to a Roome capped iron rod found marking the southeast corner of said 8.591-acre tract, said premises, and the northeast corner of a called 6.56-acre tract recorded under County Clerk No. 2022917001574260 of the Collin County Land Records;

Thence with a common line between said 8.591-acre tract and said 6.56-acre tract, with the south line of said premises, and passing through said Lot 2 Lozano Addition, South acre tract, said premises, the northwest corner of said 6.56-acre tract, and being in the west line of said Lot 2 and the east right-of-way line of Stinson Road;

Thence with the east right-of-way line of Stinson Road, the west line of said 8.591-acre tract, said premises, and the west line of Lot 2 as follows: North 00°16’36” West, 309.77 feet to a Roome capped iron rod set for corner, and North 00°38’20” West, 17.58 feet to a Roome capped iron rod set marking the northwest corner of said 8.591-acre tract, said Lot 2, and being the westerly most southwest corner of the aforementioned 44.185-acre tract;

Thence with a common line between said 8.591-acre tract, said premises, said Lot 2, and the south line of said 44.185-acre tract as follows: South 88°26’51” East, 227.56 feet to a pipe fence post found for corner; North 74°43’51” East, 709.63 feet to a ½” iron rod found for corner; North 77°23’17” East, 35.26 feet to the place of beginning and containing 8.59-acres of land.

EXHIBIT “B”
Property Depiction

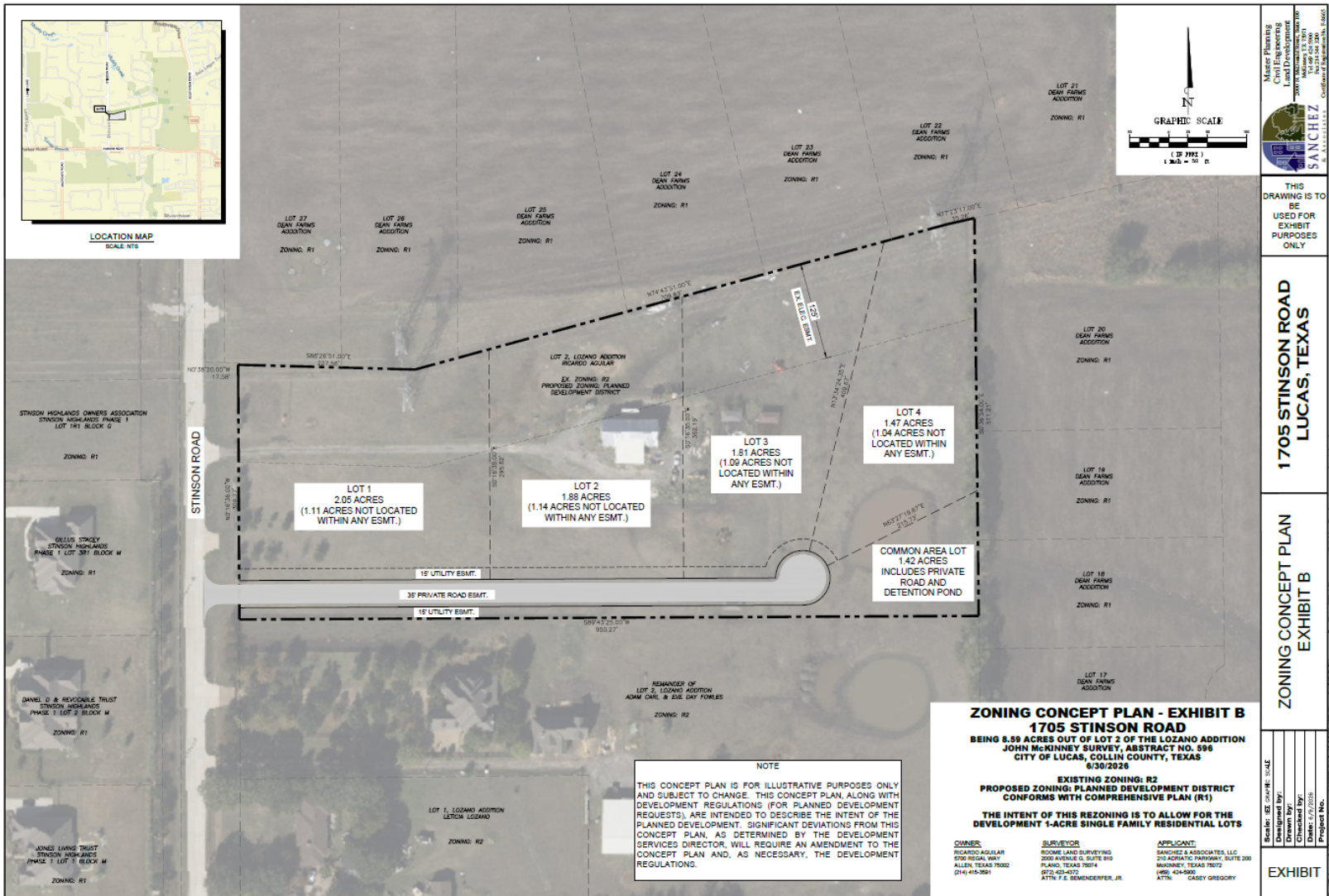


Exhibit "B"
City of Lucas
Ordinance # 2026-09-01054 (Zoning Change – 8.591-acres 1705 Stinson Road)
Approved: September 3, 2026

EXHIBIT “C”

Landscape Concept Plan

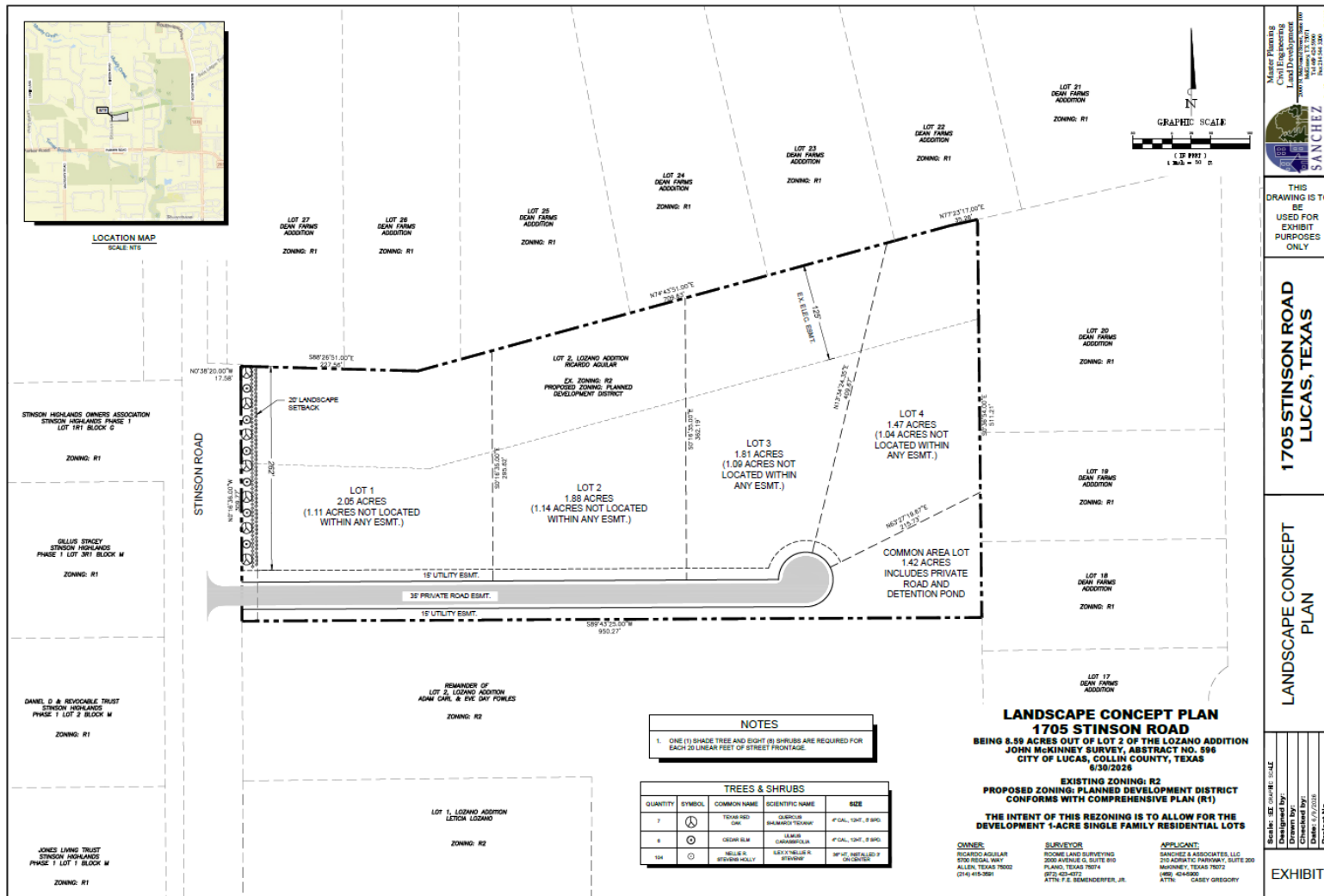


Exhibit "C"
City of Lucas
Ordinance # 2026-09-01054 (Zoning Change – 8.591-acres 1705 Stinson Road)
Approved: September 3, 2026



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, August 13, 2026 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, September 3, 2026 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a request by Casey Gregory with Sanchez & Associates on behalf of Ricardo Aguilar for a Planned Development (PD) on a tract as recorded under County Clerk No. 20070625000862580 of Collin County Land Records, being the northerly portion of Lot 2 of Lozano Addition as recorded in Volume P, Page 10 of the Collin County Plat Records, and being more particularly described as follows:

BEGINNING at 1/2 "iron rod found marking the northeast corner of said 8.591-acre tract, the northeast corner of Lot 2 of said Lozano Addition, the northeast corner of said premises, and being an angle break corner in a called 41.185-acre tract as recorded in Volume 5167, Page 3443 of the Collin County Land Records;

THENCE with the east line of said 8.591-acre tract, said Lot 2, said premises, and a west line of said 41.185-acre tract, South 00°36'54" East, 511.21 feet to a Roome capped iron rod found marking the southeast corner of said 8.591-acre tract, said premises, and the northeast corner of a called 6.56-acre tract recorded under County Clerk No. 2022917001574260 of the Collin County Land Records;

THENCE with a common line between said 8.591-acre tract and said 6.56-acre tract, with the south line of said premises, and passing through said Lot 2 Lozano Addition, South acre tract, said premises, the northwest corner of said 6.56-acre tract, and being in the west line of said Lot 2 and the east right-of-way line of Stinson Road;

THENCE with the east right-of-way line of Stinson Road, the west line of said 8.591-acre tract, said premises, and the west line of Lot 2 as follows: North 00°16'36" West, 309.77 feet to a Roome capped iron rod set for corner, and North 00°38'20" West, 17.58 feet to a Roome capped iron rod set marking the northwest corner of said 8.591-acre tract, said Lot 2, and being the westerly most southwest corner of the aforementioned 44.185-acre tract;

THENCE with a common line between said 8.591-acre tract, said premises, said Lot 2, and the south line of said 44.185-acre tract as follows: South 88°26'51" East, 227.56 feet to a pipe fence post found for corner; North 74°43'51" East, 709.63 feet to a 1/2" iron rod found for corner; North 77°23'17" East, 35.26 feet to the **PLACE OF BEGINNING** and containing 8.59-acres of land.

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665

Country Club Road, Lucas, Texas 75002, email tkimball@lucastexas.us and it will be presented at the Hearing. If you have any questions about the above hearing you may contact jhilbourn@lucastexas.us.



Zoning Exhibit Checklist

Minimum Requirements

Project Name: 1705 Stinson Road

Preparer: Casey Gregory, P.E. with Sanchez & Associates

This checklist is provided to assist you in addressing the minimum requirements for a zoning or rezoning submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by initialing the box next to the required information. Initialing each item certifies to the City that you have completely and accurately addressed the issue. Return this form at the time of application submittal.

A zoning/rezoning request and associated plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed.

For Zoning or Rezoning to a Straight Zoning District

- ☒ Location/vicinity map showing the location of the proposed zoning with cross streets is included. Indicate scale or not to scale (NTS) and provide north arrow.
- ☒ Abstract lines, survey lines, county lines, corporate boundaries are correctly shown and clearly labeled.
- ☒ Statement of purpose and intent of the zoning or rezoning that includes:
 - Land Use(s) proposed
 - Existing and proposed zoning
 - Impact of uses(s) on the transportation system. NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.
 - Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
 - Impact on land use(s) adjacent to the rezoning request.
 - Conformance to the Comprehensive Plan.
 - Other information as required by City staff, Planning & Zoning Commission, and/or City Council
 - If a residential use, the density of the proposal and density of adjacent residential use(s).
- ☒ Adjacent zoning and existing land use(s) within 500 feet is indicated.
- ☒ Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the property are shown and labeled.
- ☒ A note stating that development of the site will be in accordance with City of Lucas development standards.
- ☒ Provide an electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document.
- ☒ Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



Zoning Exhibit Checklist

Minimum Requirements (continued)

For Special Use Permit (SUP) Requests, Conditional Use Permit (CUP) Requests and Planned Development / Zoning District Requests or Amendments

- ☒ Zoning boundary is indicated by a heavy solid line, intermittent with 2 dash lines; dimensioned with bearing(s) and distance(s).
- ☒ A title block in the lower right corner that includes large, boldly printed “ZONING CONCEPT PLAN - EXHIBIT B”, owner and engineer(s), architect(s), and/or surveyor(s) names, addresses and phone numbers, project name, total acreage, survey name and abstract number (Addition Name & Lot and Block info if platted property), Collin County, submission date, and a log of submittal/revision dates since submitted to the City. A note shall be affixed to the Zoning Concept Plan as follows:

“This Concept Plan is for illustrative purposes only and subject to change. This Concept Plan, along with development regulations (for Planned Development requests), are intended to describe the intent of the Planned Development. Significant deviations from this Concept Plan, as determined by the Development Services Director, will require an amendment to the Concept Plan and, as necessary, the development regulations.”
- ☒ Location/vicinity map showing the location of the proposed zoning request/change with cross streets is included.
- ☒ Indicate scale or not to scale (NTS) and provide north arrow.
- ☒ Written and bar graph scale, and north arrow are indicated. North shall be oriented to the top or left side of the sheet.
- ☒ Abstract lines, survey lines, corporate boundaries are correctly shown and clearly labeled.
- ☒ Statement of purpose and intent of the rezoning that includes:
 - Land use(s) proposed
 - Existing and proposed zoning and land use
 - Impact of uses(s) on the transportation system.

NOTE: The City will determine if a Traffic Impact Analysis (TIA) is required.

 - Impact of the use(s) on water and wastewater utilities (e.g. provide statement as to general availability).
 - Impact on land use(s) adjacent to the rezoning request.
 - Conformance to the Comprehensive Plan.
 - Other information as required by City staff, Planning & Zoning Commission, and/or City Council
- ☒ Adjacent zoning and existing land use(s) within 500 feet is indicated.
- ☒ Adjacent driveways, streets, roads and other thoroughfares within 500 feet of the project are shown.
- ☒ Concept Plan that includes the following:
 - Land use(s) proposed (building footprint(s) are to be graphically shown).
 - Thoroughfares as depicted on the Master Thoroughfare Plan (MTP) within and adjacent to the site are accurately located, named and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
 - Medians, left-turn lanes, median openings, curb cuts, acceleration/deceleration lanes within 200 feet of the property are accurately located, labeled, and dimensioned. Existing is to be shown as a light, solid line; proposed shown as a medium weight solid line.
 - If a structure is proposed, or proposed to remain, a minimum and maximum square footage (if no definitive/specific user(s) are identified at this time) is indicated for the structure(s).
 - If a structure is proposed, or proposed to remain, the use, approximate location, and square footage of each building is provided.
 - If a residential use, the density of the proposal and density of adjacent residential use(s).
 - Project phasing lines.
 - Other pertinent data as may be required by City staff, Planning and Zoning Commission, and/or City Council.
 - Location of present, future or proposed public dedication of parks, open space, etc.
- ☒ Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines of subject property.



Zoning Exhibit Checklist

Minimum Requirements (continued)

Special Use Permit (SUP) and Conditional Use Permit (CUP) requests shall also include the following items in table format on the Zoning Concept Plan (Exhibit “B”) and those specified in items 1 thru 10 above as applicable:

- ____ Existing/proposed Lot Number(s)
- ____ Lot area specified in square feet and acreage
- ____ Building square footage (Indication of Minimum and Maximum suggested if no definitive/specific user(s) identified at this time)
- ____ Proposed use for each proposed building by category of use (e.g. retail, medical office, restaurant with or without drive-thru, convenience store, bank with drive-thru, church, etc.)
- ____ Parking count required and specified per use(s) with required ratio indicated

Planned Development (PD) Zoning District requests shall also include Development Regulations (labeled/titled Exhibit “C”) with the following:

- ☒ Hard copy (8 ½” X 11”) and pdf file on disk is provided.
- ☒ List of proposed land uses
- ☒ Proposed use(s) for each building (non-residential and mixed-use development) by category of use (e.g. retail, professional office, medical office, church, restaurant, bank with drive through, etc.)
- ☒ Maximum square footage of each building (non-residential uses)
- ☒ Minimum lot area (residential uses)
- ☒ Minimum lot width (residential uses)
- ☒ Minimum lot depth (residential uses)
- ☒ Heights and stories
- ☒ Maximum lot coverage percentage
- ☒ Maximum lot count (residential uses)
- ☒ Minimum house size square footage excluding garages and breezeways
- ☒ Fencing requirements indicated
- ☒ Garage type(s) indicated (e.g. front entry, rear entry alley served, “J”-hook, etc.)
- ☒ Accessory Building regulations
- ☒ Subdivision Ordinance waiver/modification requests are specifically listed.
- ____ Parking count required specified per use(s) with required ratio indicated
- ____ Parking count provided
- ☒ Statement is provided indicating that all current development requirements of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.
- ☒ Hard copy (8 ½” X 11”) and electronic file (pdf) of Legal Description/Metes & Bounds Description with labeling at top of document indicating Exhibit “A” is provided.
- ☒ Mailing labels of an appropriate size for mailing, with current property owner(s) name and address, of any property located within 500 feet of all property lines.

NOTE: DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE BOARD OF ADJUSTMENT (BOA).



ZONING APPLICATION (continued)

Name of Project: 1705 Stinson Road Residential

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

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

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

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

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

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

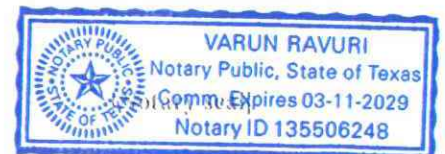
STATE OF TEXAS }
COUNTY OF COLLIN }

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

Ricardo Aguilar
**Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 8th day of JUNE, 2026.

Notary Public in and for the State of Texas: *[Signature]*



Official Use Only	Action Taken
Planning & Zoning: _____	Date: _____
City Council: _____	Date: _____
Applicant Made a Written Withdrawal: Yes or No	Date: _____

06-09-2026

1705 Stinson RD Lucas, TX 75002

Metes and Bounds

Property Description

Situated in the state of Texas, County of Collin, being part of the John McKinney Survey, Abstract No. 596, being all of a called 8.591-acre tract as recorded under County Clerk No. 20070625000862580 of Collin County Land Records, being the northerly portion of Lot 2 of Lozano Addition as recorded in Volume P, Page 10 of the Collin County Plat Records, with said premises being more particularly described as follows:

Beginning at 1/2 "iron rod found marking the northeast corner of said 8.591-acre tract, the northeast corner of Lot 2 of said Lozano Addition, the northeast corner of said premises, and being an angle break corner in a called 41.185-acre tract as recorded in Volume 5167, Page 3443 of the Collin County Land Records;

Thence with the east line of said 8.591-acre tract, said Lot 2, said premises, and a west line of said 41.185-acre tract, South 00°36'54" East, 511.21 feet to a Roome capped iron rod found marking the southeast corner of said 8.591-acre tract, said premises, and the northeast corner of a called 6.56-acre tract recorded under County Clerk No. 2022917001574260 of the Collin County Land Records;

Thence with a common line between said 8.591-acre tract and said 6.56-acre tract, with the south line of said premises, and passing through said Lot 2 Lozano Addition, South acre tract, said premises, the northwest corner of said 6.56-acre tract, and being in the west line of said Lot 2 and the east right-of-way line of Stinson Road;

Thence with the east right-of-way line of Stinson Road, the west line of said 8.591-acre tract, said premises, and the west line of Lot 2 as follows: North 00°16'36" West, 309.77 feet to a Roome capped iron rod set for corner, and North 00°38'20" West, 17.58 feet to a Roome capped iron rod set marking the northwest corner of said 8.591-acre tract, said Lot 2, and being the westerly most southwest corner of the aforementioned 44.185-acre tract;

Thence with a common line between said 8.591-acre tract, said premises, said Lot 2, and the south line of said 44.185-acre tract as follows: South 88°26'51" East, 227.56 feet to a pipe fence post found for corner; North 74°43'51" East, 709.63 feet to a 1/2" iron rod found for corner; North 77°23'17" East, 35.26 feet to the place of beginning and containing 8.59-acres of land.

PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS

The subject property (the “Property”) shall be zoned “PD” – Planned Development District. Use and development of the Property shall conform to the requirements of the City's Code of Ordinances, and as amended, except as noted below.

Use Regulations

The allowed uses for the Property shall match the allowed uses for the R1 - Single-Family Residential District as described in Section 14.03.231 of the City of Lucas Code of Ordinances.

Height Regulations

No building shall exceed thirty-five feet (35') or two and one-half (2-1/2) stories in height.

Principle Dwelling Regulations

All Principle Dwelling Regulations for the R1 – Single-Family Residential District as described in Section 14.03.233 of the City of Lucas Code of Ordinances shall apply to the Property.

Architectural Regulations

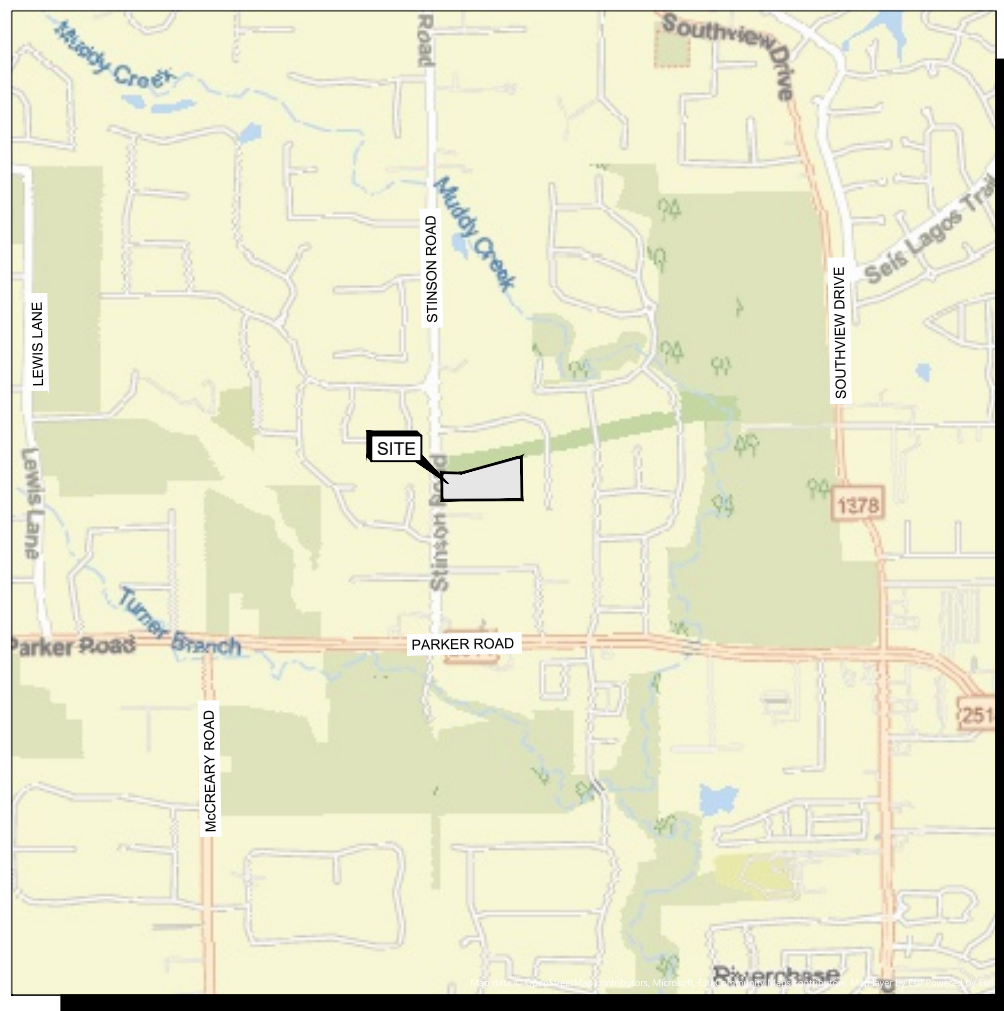
90 percent of Exterior siding materials shall consist of masonry, stone, brick, stucco, fiber-cement siding, or other materials approved by the City. Wood siding, trim, columns, and decorative elements exposed to the weather shall be constructed of preservative-treated wood or the heartwood of naturally decay-resistant species such as cedar, redwood, cypress, or black locust.

Fiber-cement siding shall be considered for up to 50 percent of exterior building materials by the DRC when seeking to achieve a specific architectural appearance.

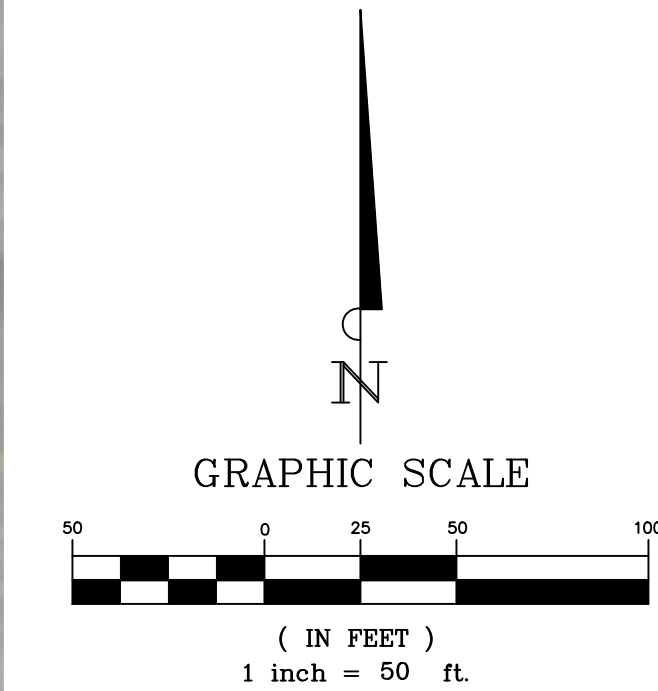
Subdivision Ordinance Modifications

Interior access to the lots to be developed on the Property shall be provided by 35' private road easement with 15' utility and drainage easements on each side. This access road is to be privately owned and maintained by a homeowner's association to be established for the development.

All current development regulations of the City as amended shall be met unless approved otherwise within these Planned Development Zoning District Development Regulations.



LOCATION MAP
SCALE: NTS



Master Planning
Civil Engineering
Land Development

SANCHEZ
& Associates

2000 N. McDonald Street, Suite 100
McKinney, TX 75071
Tel 469 424 5900
Fax 214 544 5200
Certificate of Registration No. F-8665

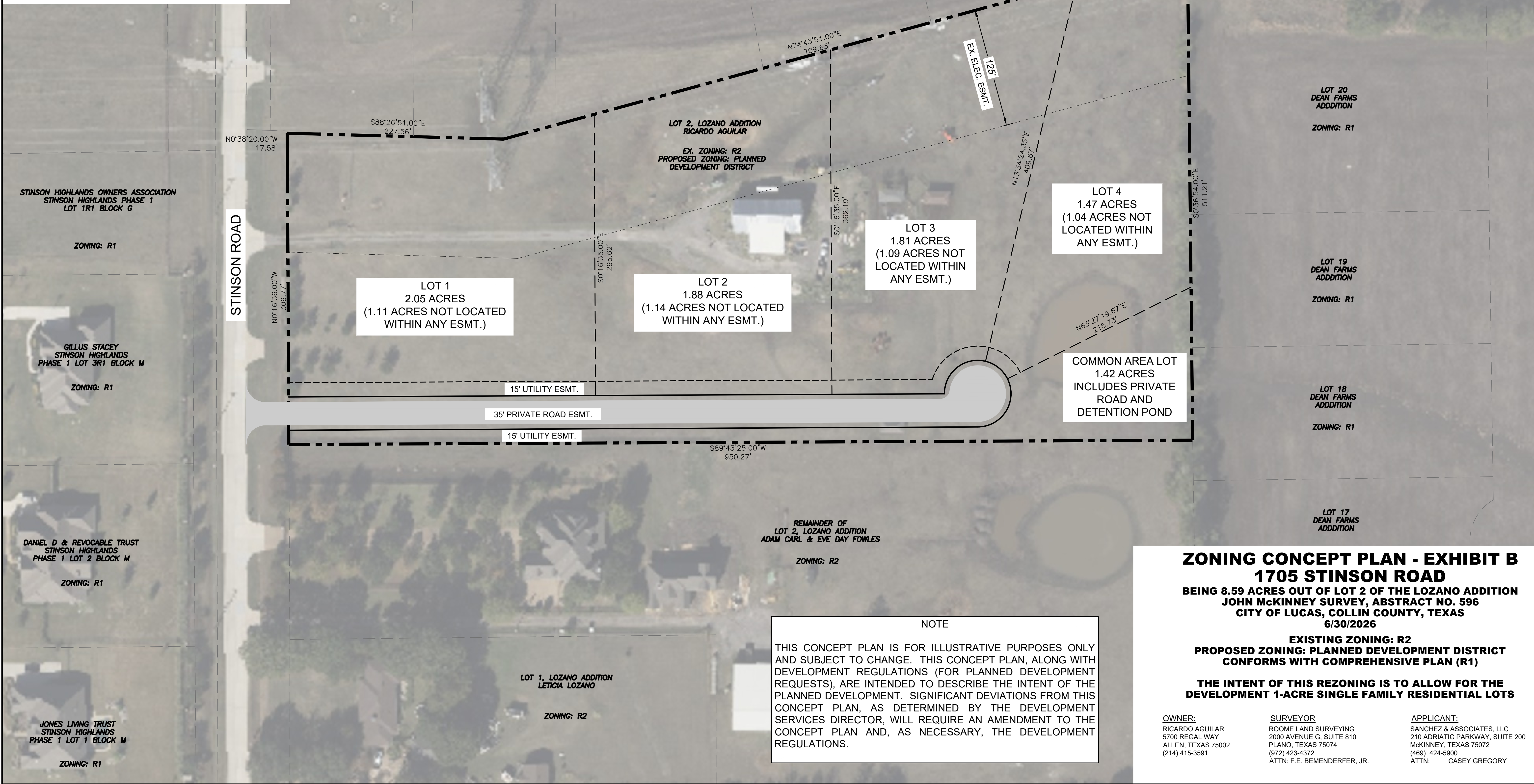
THIS
DRAWING IS TO
BE
USED FOR
EXHIBIT
PURPOSES
ONLY

1705 STINSON ROAD
LUCAS, TEXAS

ZONING CONCEPT PLAN
EXHIBIT B

Scale: SEE GRAPHIC SCALE
Designed by:
Drawn by:
Checked by:
Date: 6/9/2026
Project No.

EXHIBIT



NOTE

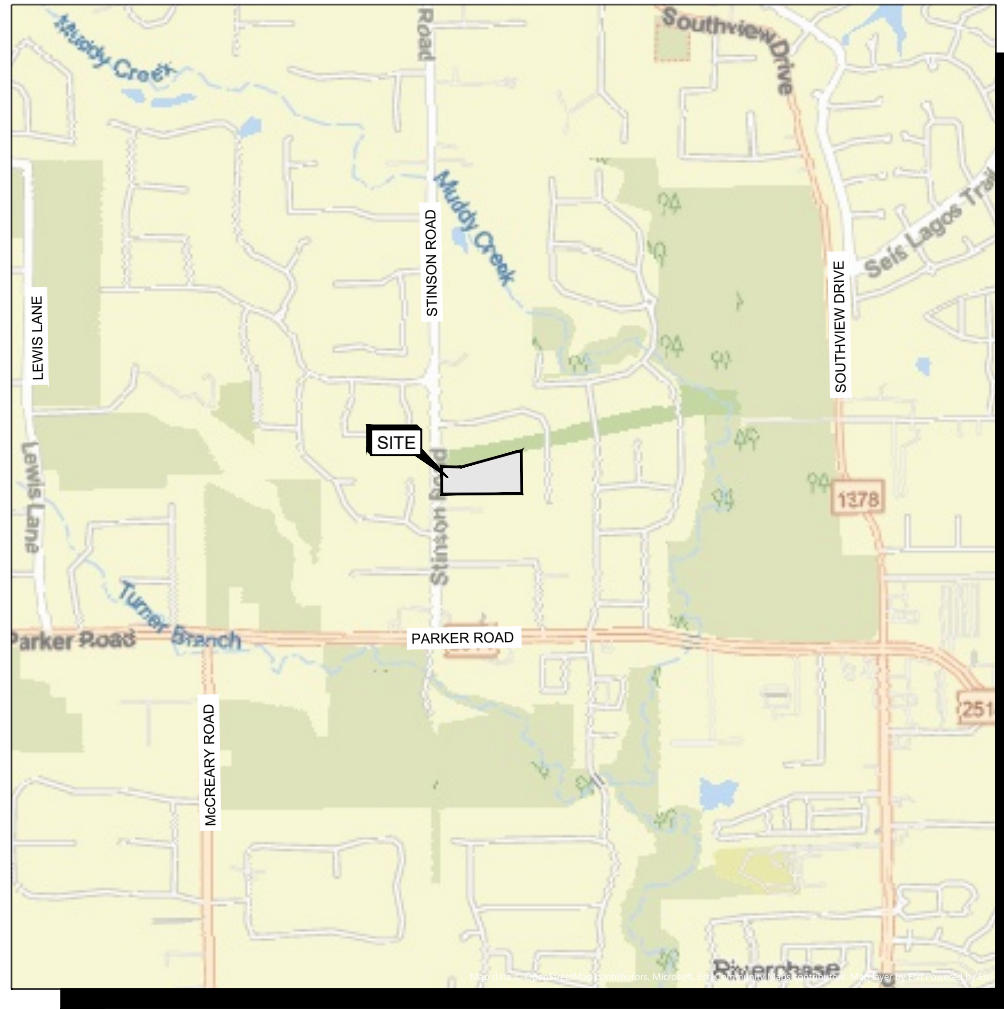
THIS CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS (FOR PLANNED DEVELOPMENT REQUESTS), ARE INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS CONCEPT PLAN, AS DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

ZONING CONCEPT PLAN - EXHIBIT B
1705 STINSON ROAD
BEING 8.59 ACRES OUT OF LOT 2 OF THE LOZANO ADDITION
JOHN MCKINNEY SURVEY, ABSTRACT NO. 596
CITY OF LUCAS, COLLIN COUNTY, TEXAS
6/30/2026

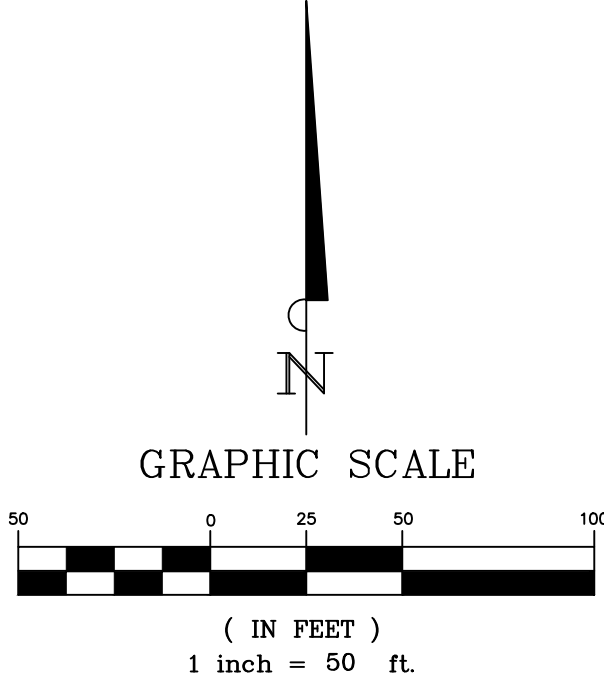
EXISTING ZONING: R2
PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICT
CONFORMS WITH COMPREHENSIVE PLAN (R1)

THE INTENT OF THIS REZONING IS TO ALLOW FOR THE
DEVELOPMENT 1-ACRE SINGLE FAMILY RESIDENTIAL LOTS

OWNER: RICARDO AGUILAR 5700 REGAL WAY ALLEN, TEXAS 75002 (214) 415-3591	SURVEYOR ROOME LAND SURVEYING 2000 AVENUE G, SUITE 810 PLANO, TEXAS 75074 (972) 423-4372 ATTN: F.E. BEMENDERFER, JR.	APPLICANT: SANCHEZ & ASSOCIATES, LLC 210 ADRIATIC PARKWAY, SUITE 200 MCKINNEY, TEXAS 75072 (469) 424-5900 ATTN: CASEY GREGORY
---	---	--



LOCATION MAP
SCALE: NTS



STINSON HIGHLANDS OWNERS ASSOCIATION
STINSON HIGHLANDS PHASE 1
LOT 1R1 BLOCK G

ZONING: R1

GILLUS STACEY
STINSON HIGHLANDS
PHASE 1 LOT 3R1 BLOCK M

ZONING: R1

DANIEL D & REVOCABLE TRUST
STINSON HIGHLANDS
PHASE 1 LOT 2 BLOCK M

ZONING: R1

JONES LIVING TRUST
STINSON HIGHLANDS
PHASE 1 LOT 1 BLOCK M

ZONING: R1

STINSON ROAD

LOT 27
DEAN FARMS
ADDITION

ZONING: R1

LOT 26
DEAN FARMS
ADDITION

ZONING: R1

LOT 25
DEAN FARMS
ADDITION

ZONING: R1

LOT 24
DEAN FARMS
ADDITION

ZONING: R1

LOT 23
DEAN FARMS
ADDITION

ZONING: R1

LOT 22
DEAN FARMS
ADDITION

ZONING: R1

LOT 21
DEAN FARMS
ADDITION

ZONING: R1

LOT 2, LOZANO ADDITION
RICARDO AGUILAR

EX. ZONING: R2
PROPOSED ZONING: PLANNED
DEVELOPMENT DISTRICT

LOT 1
2.05 ACRES
(1.11 ACRES NOT LOCATED
WITHIN ANY ESMT.)

LOT 2
1.88 ACRES
(1.14 ACRES NOT LOCATED
WITHIN ANY ESMT.)

LOT 3
1.81 ACRES
(1.09 ACRES NOT
LOCATED WITHIN
ANY ESMT.)

LOT 4
1.47 ACRES
(1.04 ACRES NOT
LOCATED WITHIN
ANY ESMT.)

LOT 20
DEAN FARMS
ADDITION

ZONING: R1

LOT 19
DEAN FARMS
ADDITION

ZONING: R1

LOT 18
DEAN FARMS
ADDITION

ZONING: R1

LOT 17
DEAN FARMS
ADDITION

REMAINDER OF
LOT 2, LOZANO ADDITION
ADAM CARL & EVE DAY FOWLES

ZONING: R2

LOT 1, LOZANO ADDITION
LETICIA LOZANO

ZONING: R2

NOTES

- ONE (1) SHADE TREE AND EIGHT (8) SHRUBS ARE REQUIRED FOR EACH 20 LINEAR FEET OF STREET FRONTAGE.

TREES & SHRUBS

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE
7		TEXAS RED OAK	QUERCUS SHUMARDI 'TEXANA'	4" CAL., 12HT., 5' SPD.
6		CEDAR ELM	ULMUS CARASSIFOLIA	4" CAL., 12HT., 5' SPD.
104		NELLIE R. STEVENS HOLLY	ILEX X 'NELLIE R. STEVENS'	36" HT. INSTALLED 3' ON CENTER

LANDSCAPE CONCEPT PLAN 1705 STINSON ROAD

BEING 8.59 ACRES OUT OF LOT 2 OF THE LOZANO ADDITION
JOHN MCKINNEY SURVEY, ABSTRACT NO. 596
CITY OF LUCAS, COLLIN COUNTY, TEXAS
6/30/2026

EXISTING ZONING: R2
PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICT
CONFORMS WITH COMPREHENSIVE PLAN (R1)

THE INTENT OF THIS REZONING IS TO ALLOW FOR THE
DEVELOPMENT 1-ACRE SINGLE FAMILY RESIDENTIAL LOTS

OWNER:
RICARDO AGUILAR
5700 REGAL WAY
ALLEN, TEXAS 75002
(214) 415-3591

SURVEYOR
ROOME LAND SURVEYING
2000 AVENUE G, SUITE 810
PLANO, TEXAS 75074
(972) 423-4372
ATTN: F.E. BEMENDERFER, JR.

APPLICANT:
SANCHEZ & ASSOCIATES, LLC
210 ADRIATIC PARKWAY, SUITE 200
MCKINNEY, TEXAS 75072
(469) 424-5900
ATTN: CASEY GREGORY

1705 STINSON ROAD
LUCAS, TEXAS

LANDSCAPE CONCEPT
PLAN

Scale: SEE GRAPHIC SCALE
Designed by:
Drawn by:
Checked by:
Date: 6/9/2026
Project No.

EXHIBIT

Master Planning
Civil Engineering
Land Development
2000 N. McDonald Street, Suite 100
McKinney, TX 75071
Tel 469 424 5900
Fax 214 544 5200
Certificate of Registration No. F-8665
SANCHEZ
& Associates

THIS
DRAWING IS TO
BE
USED FOR
EXHIBIT
PURPOSES
ONLY

LAYOUT: LAYOUT1

Plotted by: Casey Gregory

Tue, 30 Jun 2026 1:51pm

\\sanchez\c\20229-Gilberto-Rodriguez-1705-Stinson-Road\10-Prim\Images\S & A Logo.ppt

\\sanchez\c\20229-Gilberto-Rodriguez-1705-Stinson-Road\10-Prim\Images\S & A Logo.ppt



City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider approving a request by BGE, on behalf of Lucas Retail Partners Ltd., at Lot 16, Block A of Lucas Town Center, Lucas, Texas 75002; for a site plan, elevations, landscape plan, and irrigation plan for a 5th 3rd street bank.

Background Information:

The proposed site plan is located within Lucas Crossing Commercial Business with Planned Development overlay. The subject property consists of approximately 1.09 acres. The proposed bank structure will contain 2,400 square feet with a drive-thru. The parking will consist of fifteen (15) space, eight (8) spaces of which are required and one (1) required ADA parking required.

Elevation Plan

The elevation plan includes elevations of bank with drive-thru area and trash enclosure. Wall and door signage is clearly presented. The highest parapet of the bank structure is eighteen feet and eight inches (18' 8").

Landscape Plan

The overall landscaping is required at 15% of gross lot area or 7,148 square feet and 17,496 square feet is provided.

The total summary of 4 foot shade trees required are 20 which includes 9 street frontage trees, 9 parking perimeter trees, and 2 interior parking trees; 22 total trees are provided.

The total required 5 gallon shrubs are 216 which includes 144 street frontage and 72 at the parking perimeter. A total of 230 5-gallon shrubs are provided.

Civil drawings have been reviewed, the site engineering has been approved as part of the PD. There is an approved tree survey, flood study, and Traffic impact analysis.

Attachments/Supporting Documentation:

1. Development Application_Redacted
2. Site Plan
3. Elevations
4. Landscape Plan

5. Irrigation Plan
6. Photometric plan

Budget/Financial Impact:

N/A

Recommendation:

This request meets the City's requirements, and the terms of the approved planned development regulations. Planning and Zoning approved the site plan, landscape plan, photometric light plan, and elevations with a 5-0 vote.

Motion:

I make a motion to approve/deny the request by BGE, on behalf of Lucas Retail Partners Ltd., at Lot 16, Block A of Lucas Town Center, Lucas, Texas 75002; for a site plan, elevations, landscape plan, and irrigation plan for a 5th 3rd street bank.



DEVELOPMENT PLAN SUBMISSION REQUIREMENTS

1st or initial submittal:

- 2 (two) - 24" x 36" copies of each Plan herein, folded to approximately 8" x 12"
- An electronic copy of the Site Plan, Tree Survey/Preservation Plan and Facade/Elevation Plan, as applicable, in pdf format.
- 6 (six) - 8½" x 11" hardcopy reductions of the Site Plan and Landscape Plan
- The completed checklist for the respective Plan
- A completed application, including CCAD account numbers
- A letter requesting any exception or why an issue was not addressed
- A fee as required herein for each Plan
- 3 (three) - sets of final engineering plans (to include a copy of recorded Plat, proposed Plat, or Replat as applicable)

CORRECTED/ REVISED PLAN RESUBMITTAL

2nd and 3rd submittals to address requirements staff comments:

- 2 (two) - 24" x 36" copies of each Plan requiring corrections, folded to approximately 8" x 12"
- 6 (six) - 11" x 17" hardcopy reductions of the Site Plan and Landscape Plan
- An electronic copy of all Plans in pdf format.

4th and subsequent submittal(s):

- A fee equal to the original submission fee
- 2 (two) - 24" x 36" copies of each Plan requiring corrections, folded to approximately 8" x 12"
- 6 (six) - 11" x 17" hardcopy reductions of the Site Plan and Landscape Plan
- An electronic copy of all Plans in pdf. format.

When staff has determined the application as complete and accepted for final approval:

- 4 (four) - 24" x 36" copies of each Plan, folded to approximately 8" x 12"
- 4 (four) - 11" x 17" reductions of each plan Tri or Z-folded.
- An electronic copy of all Plans in pdf format.
- Any changes made after Planning & Zoning review and before City Council review will require:
 - 4 (four) - 11" x 17" or "12 x 18" reductions of each plan Tri or Z-folded.
 - An electronic copy of all Plans in pdf format.

NOTE: for Building Elevations/Façade Plans, the following is required once all staff comments are addressed:

- 2 (two) - 11" x 17" colored-renderings folded to approximately 8" x 12".
- 2 (two) - 11" x 17" or 12" x 18" colored-renderings of each sheet Tri or Z-folded.



DEVELOPMENT APPLICATION

City of Lucas, Texas

NAME OF SUBDIVISION AND/OR PROJECT: Fifth Third Bank - Lucas Crossing BC

ITEM SUBMITTED	APPLICANT NOTE	APPLICATION FEE
Site Plan \$300 + \$10 per acre (i.e. \$500 for a 20 acre site plan)	1.09 Acres	\$310
Tree Survey/Conservation Plan	Not Applicable - No Existing Trees	N/A
Tree Removal & Site Clearing Permit \$250	Site Clearing only	\$250
Architectural Plan \$250 + \$50 for any reviews or presentations of amended plans		\$250
Landscape Plan \$200 + \$50 for any reviews or presentations of amended plans		\$250
Park Site Dedication \$1,000 per lot or land dedication per Lucas City Ordinance Sec. 10.03.122	Not Applicable	----
TOTAL FEES SUBMITTED		\$1,060

Collin County Appraisal District Short Account Number(s): 2962447

Physical Location of Property: Lot 16 of the new development on the NE corner of E Parker Rd and Southview Dr
(Address and General Location – approximate distance to nearest existing street corner)

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

Lot 16, Block A of Lucas Town Center

(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acreage: 1.09 Existing # of Lots/Tracts: 1 Existing Zoning: CB W/ PD Overlay

OWNER'S NAME: Lucas Retail Partners Ltd. Contact Phone: [REDACTED]

Applicant/Contact Person: [REDACTED] Title: Vice President

Company Name: Malouf Interests Inc.

Street/Mailing Address: 4020 Maple Ave, #475

City: Dallas State: Texas Zip code: 75219

Phone: [REDACTED] Fax: () Email Address: [REDACTED]

ENGINEER/REPRESENTATIVE'S NAME: BGE, Inc.

Contact Person: Matthew D. Korte Title: Director

Street/Mailing Address: 2595 Dallas Parkway

City: Frisco State: Texas Zip code: 75034

Phone: [REDACTED] Fax: () Email Address: [REDACTED]



NAME OF SUBDIVISION and/or PROJECT: Fifth Third Bank - Lucas Crossing BC

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

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

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY.
SUBMISSIONS: Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

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

Applicant agrees to pay any and all monies due to the City including but not limited to park pro rata fee, Tree Removal Permit fee, 3% of construction cost (developer to provide contracts for verification) and including but not limited to other fees that may be required prior to final plat approval.

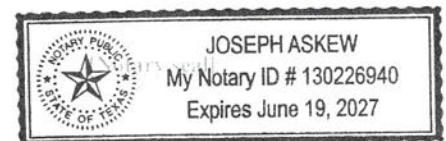
STATE OF TEXAS }
COUNTY OF COLLIN }

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

[Signature]
****Owner / Agent (circle one)**

SUBSCRIBED AND SWORN TO before me, this the 27 day of July, 2026.

Notary Public in and for the State of Texas: [Signature]



Official Use Only:		Action Taken
Planning & Zoning: _____	Date: _____	
City Council: _____	Date: _____	
Applicant Withdrew: Yes or No	Applicant Made a Written Withdrawal: Yes or No	Date: _____



Site Plan Minimum Requirements

Project Name Fifth Third Bank - Lucas Crossing BC Preparer Matthew D. Korte

This checklist is provided to assist you in addressing the minimum requirements for Site Plan submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by checking the box next to the required information. Checking the box certifies to the City that you have completely and accurately addressed the issue. If not applicable, indicate an "N/A" next to the box. Return this completed form at the time of application submittal.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided directly on the plan and on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approval body. Additional information may be required. Reference the specific requirement/s.

Plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed. Please keep in mind that changes/additions to previously incomplete or inaccurate plans may generate additional comments at re-submittal of corrected Plans. Therefore, diligence to the initial submittal is paramount to expediting the review process.

Included

- ☒ Site boundary is indicated by a heavy solid line intermittent with 2 dash lines, dimensioned with bearings and distances; indicate and label lot lines, setback lines, and distance to the nearest cross street.
- ☒ Site location/vicinity map clearly showing the location of the subject property with cross streets is provided. Indicate scale or NTS and provide north arrow.
- ☒ A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.
- ☒ A written and bar scale is provided.
- ☒ A title block is in the lower right corner that includes large, boldly printed "SITE PLAN", owner and engineer's names, addresses and phone numbers, subdivision name, lot number/s, block number or letter, original submission date, and a log of resubmittal/revision dates since submitted to the City.
- ☒ Tree masses are clouded with accurate canopy widths shown to determine critical root zone where located within close proximity to existing or proposed pavement.
- ☒ Flood plain boundary is shown and indicates F.I.R.M. Community panel number and date, and flow line of drainage ways and creeks, as applicable.
- ☒ Existing topography lines are shown with a light dashed line and proposed contours are shown by a medium weight solid line. Topography is shown at minimum five (5) foot contours referenced to sea level city datum. Spot elevations and additional contours may be required in certain areas depending on topography.
- ☒ Accurately located, labeled and dimensioned footprint of proposed structure(s) is/are shown by a solid heavy line.

- X Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.
- X Accurately located and labeled footprint of structure(s) proposed for demolition is/are shown by a light dashed line. Structures to be demolished are clearly labeled/ identified.
- X Accurately located footprint of nonresidential structure(s) on abutting properties is/are shown by a light, solid line.
- X Adjacent property lines within 500 feet of the subject property lines are shown by a light dashed line.
- X Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 500 feet of the property line is indicated.
- X Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.
- X Finished floor elevation of existing and/or proposed structures is referenced to sea level datum.
- X Full width of streets and alley rights-of-way with centerlines and backs of curbs or paving edges within 200 feet of the property line are dimensioned and street name or use is labeled.
- X Driveways within 200 feet of the property line:
 - o Are accurately located and dimensioned.
 - o Distances to the nearest on-site driveway and/or off-site driveway is accurately located and dimensioned as measured from the centerlines.
 - o Distance to the nearest street is shown as measured from the end of curb-return radius of the adjacent street to the driveway centerline.
 - o Typical radii are shown.
- X Drive-thru lanes, menu board location, pick-up window/s, maneuvering area, stacking lanes and escape lanes are indicated and dimensioned.
- X Sidewalks and barrier-free ramps (BFR) within 200 feet of and on the subject property are shown, dimensioned and labeled.
- X Off-site streets and roads:
 - o Existing and proposed roadways with medians and median openings adjacent to and within 200 feet of the project site are shown and dimensioned.
 - o Medians, median openings with associated left- turn lanes, continuous left turn lanes, transition and stacking lengths are shown and dimensioned within 200 feet of the project site.
 - o Existing, proposed, and required acceleration/deceleration lanes within 200 feet of the project site are shown dimensioned, stacking length indicated, and right-of-way dedication is indicated as applicable.
- X All parking spaces are shown, group numbered, and typical dimensions are provided. Indicate required two-foot overhang, as applicable.
- X Handicapped parking spaces and barrier-free access points are shown, dimensioned, and labeled.
- X Loading and maneuvering areas are indicated, labeled, and dimensioned. Loading area screening method is indicated and labeled.
- X Dumpster and/or compactor locations and screening methods are shown. Indicate screening materials and height for all sides. Screening material is to match structure façade with enclosure having solid metal gates. Specs and sketch available from staff.
- X Paving materials, boundaries and type are indicated.
- X Access easements are accurately located/ tied down, labeled and dimensioned.
- X Off-site parking is shown and dimensioned from the off-site parking area to the structure or use as applicable. A parking easement or shared parking agreement is required and is provided in draft format.
- X Fire lanes are shown and dimensioned at a minimum of 24 feet in width, with internal radii of not less than 20 feet. Label and use an approximate 20 percent shade for fire lanes to differentiate from other paving. Ensure that required labeling and dimensioning is readable through shading.

- X Proposed dedications and reservations of land for public use including, but not limited to, rights-of-way, easements, park land, open space, drainage ways, floodplains and facility sites are accurately located, dimensioned and labeled.
- X Screening walls are shown with dimensions and materials. An inset is provided that shows the wall details and column placement as applicable. Plans for masonry walls are to be signed and sealed by a structural engineer and approved by the City Engineer. Channeled or slip-panel/pre-cast walls are prohibited.
- X The location of living screens are shown and labeled. Details of a living screen are provided on the Landscape Plan indicating plant species/name, height at planting, and spacing.
- X A lighting plan that shows location by fixture type is included. A lighting data chart is used to reference fixture type (i.e. pole or wall pack), maximum height, those requiring shielding, those requiring skirting, wattage and foot-candles of each fixture. No lighting source (i.e. bulb, reflector, etc.) is allowed to be visible from an adjacent property or public street.
- X Existing and proposed water and sanitary sewer lines, storm sewer pipe, with sizes, valves, fire hydrants, manholes, and other utility structures on-site or immediately adjacent to the site are shown and labeled.
- X Boundaries of detention areas are located. Indicate above and/or below ground detention.
- X Monument signage location is indicated. Details of construction materials and architecture are shown on required Building Elevation/Façade Plan. Color, type and texture are to match that of the building.
- X Communication towers are shown and a fall distance/collapse zone is indicated.
- X Provide Site Data Summary Table that references distinct numbers for each lot and all buildings (existing and proposed) that includes, where applicable:
 - o Existing Zoning
 - o Proposed use(s) for each structure
 - o Total lot area less right-of-way dedications by square feet and acres
 - o Square footage of building(s)
 - o Building height (stories and feet)
 - o Percent of lot coverage (building footprint square footage/lot square footage).
 - o For apartment developments, number of living units broken down by number of bedrooms and minimum square footage for each dwelling unit.
 - o Parking required by use with applicable parking ratios indicated for each use
 - o Parking provided indicated
 - o Handicap parking required as per Code of Ordinances and TAS/ADA requirements
 - o List of exceptions and/or variance/s requested or previously granted, including dates and approving authority
- X Improvements are proposed in TXDOT Right-of-Way and one (1) full set of civil engineering plans has been submitted to: Mohammad Khoshkar, TXDOT Office, P.O.Box 90 McKinney, Texas 75069-0090, phone (972)547-2237



Tree Survey and Conservation Plan Minimum Requirements

Project Name Fifth Third Bank - Lucas Crossing BC Preparer Matthew D. Korte

This checklist is provided to assist you in addressing the minimum requirements for Tree Survey/Preservation Plan submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Indicate that all information is included on the submitted plans by checking the box next to the required information.

Initialing the box certifies to the City that you have completely and accurately addressed the issue. If not applicable, indicate an "N/A" next to the box. Return this completed form at the time of application submittal.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead and directly on the plans with sufficient details as to allow a determination by the appropriate approval body. Additional information may be required. Reference the specific requirement.

Plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed. Please keep in mind that changes to previously incomplete or inaccurate plans may generate additional comments at re-submittal of corrected Plans. Therefore, diligence to the initial submittal is paramount to expediting the review process.

For the purpose of preparing this Plan, a facade will be each building face (including the face of a parapet roof); the elevation will be that area from just above the roof to the ground.

Sec. 3.18.015 Tree replacement requirements

- (a) Replacement of protected trees required. In the event that it is necessary to remove a protected tree, the applicant shall be required to replace the protected tree being removed with an approved replacement tree, as defined herein.
- (b) Restrictions. Any required replacement tree shall not be planted within an area such that the mature canopy of the tree will interfere with overhead utility lines, or that the mature root zone of the tree interferes with wastewater lines, water and all other utility easements, or where the tree will obstruct sidewalks or present hazards to the safe use of the roadway by way of visual impairment.
- (c) Trees required by zoning ordinance or deed restrictions. Trees required to be added per the landscaping requirements in the zoning ordinance or by virtue of deed restrictions shall not be considered as replacement trees.
- (d) Alternate location. Should a lot or parcel of land requesting the removal of trees not be large enough to accommodate the replacement of the caliper inches removed, the planning staff may require an alternate location(s) within the city to place the total caliper inches removed.
- (e) Number of replacement trees. Trees shall be replaced 1 for 1 in measured DBH of the trees removed.

Sec. 3.18.016 Tree protection during construction

- (a) Generally. A major purpose of this article is to protect all protected trees that are not required to be removed to allow approved construction to occur.....

- X Location/vicinity map is provided identifying the location with cross streets labeled.
- X Existing tree canopy/masses are accurately shown to determine critical root zone and what effects paving will have in those areas.
- X Flood plain boundary indicating F.I.R.M. Community Panel number and date, and flow line of drainage ways/creeks, as applicable.
- X Tree Measurement:
 - See Code of Ordinance – Tree Conservation, Chapter 3, Article 3.18.001, page 3-111
- X Trees proposed for removal shall be painted with a luminescent orange 'X' (or colored flags in lieu of paint), no greater than 6 inches in size. The developer shall be required to maintain tree markings and tags throughout the approval of the project.
- X An inset is provided on the Plan to detail protective fence installation. Protective fencing shall be installed to the limits of the drip line.
- X It is understood that construction fencing shall be installed around all protected trees and clusters/groupings and inspected by City staff prior to approval of a grading or building permit. Fencing shall be installed as shown on the Tree Survey/Preservation Plan approved by the City.
- X Areas are indicated where trenching and/or boring is proposed within critical root zone areas of existing, protected trees. Root pruning, canopy trimming, bark protection and/or any other tree protection/preservation methods shall be specified/detailed on plan/s as appropriate.
- X The following information is to be provided on the Tree Survey/Preservation Plan in a tabular format:
 - a) Listing of protected trees by common name of species. See Plant Material/ Protected Tree Guide on Planning Department web page.
 - b) Caliper of tree at DBH.
 - c) A reference number for all protected trees.
 - d) General condition of the tree certified as such by a licensed arborist, forester, landscape architect, or other that is qualified to make such determinations.
 - e) Whether proposed for preservation or removal and amount of mitigation required.
- X Distance of protected trees from sidewalks, curbs, screening walls, and utilities. Proposed grades are indicated, along with any proposed retaining walls and/or tree wells.
- X Tree Mitigation:
 - a) Trees proposed for removal shown by an 'X' using a heavy line.
 - b) Replacement trees are indicated on the Landscape Plan by a heavy line denoting the canopy, with a unique identifier/label also provided.
 - c) Indicate in the above table the total number of caliper inches proposed for preservation, removal, and any credits earned/requested.
 - d) Indicate mitigation method proposed for removal of protected trees:
 - e) Mitigation is required at (1:1/ Inch for Inch) = Caliper inches of mitigation required, which indicates the quantity of required 4" minimum caliper trees AND/OR Escrow: \$121.67 x Caliper inches (DBH) of mitigation required.
- X I have reviewed the Plant Material/ Protected Table Guide for compliance with City Ordinance Sections 3.18.023 - .025.
- X Title block in the lower right corner that includes large, boldly printed "BUILDING FACADE/ELEVATION PLAN", owner and architect names, addresses and phone numbers, subdivision name, lot number, block number or letter, submission date, and a log of submission/revision dates since submitted to the City.

Fee Schedule attached

Impact Fees assessed at time of Final Plat:
(Collected at time of or prior to issuance of first building permit)

Water & Sewer Impact Fee Amount to be determined by size of meter.

Roadway Impact Fee Amount to be determined by land use, unit classification and impact zone.

If you have any questions, please contact the Planning & Zoning Department at 972-912-1207.



Architectural Plan Checklist

Project Name Fifth Third Bank - Lucas Crossing BC

Preparer Matthew D. Korte

This checklist is provided to assist you in addressing the minimum requirements for **Landscape Plan** submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Confirm that all information is included on the submitted plans by checking the box next to the required information.

Initialing the box certifies to the City that you have completely and accurately addressed the issue. This completed form must be returned at the time of application submittal.

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

Plans are expected to be submitted complete in all detail as included by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes.

- ☒ Elevations of all four sides labeled North, East, South, and West with the front elevation designated as such.
- ☒ Materials calculations table showing for each elevation
 - Total surface area of each elevation
 - List of materials (including glazing) with square footage of each material per elevation and percentage of each material per elevation
- ☒ Building dimensions (if multiple heights are used, provide dimension for each)
- ☒ Provide estimated allowable wall mounted signage size for each elevation.
- ☒ Add the following notes:
 - "This Façade Plan is for conceptual purposes only. All building plans require review and approval of the Building Inspection Department".
 - "All mechanical units shall be screened from public view"
 - "When permitted, exposed utility boxes and conduits shall be painted to match the building"
 - All signage areas and locations are subject to approval by the Building "Inspection Department"
 - "Roof access shall be provided internally, unless otherwise permitted by the Building Official"
- ☒ Cross sections of sight lines may be requested to verify screening of mechanical units.
- ☒ A sample board with a maximum size of 11" x 17" shall be provided with color and materials samples to correspond to the Facade Plan.
- ☒ Designate color and materials location on elevations.
- ☒ Additional information as requested by staff to clarify the proposed development and compliance with minimum development requirements.



Landscape Plan Checklist

Project Name Fifth Third Bank - Lucas Crossing BC

Preparer Matthew D. Korte

This checklist is provided to assist you in addressing the minimum requirements for **Landscape Plan** submission. An application is incomplete unless all applicable information noted below is submitted to the Development Services Department. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Initialing each item certifies to the City that you have completely and accurately addressed the issue.** This completed form must be returned at the time of application submittal.

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

Plans are expected to be submitted complete in all detail as included by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes.

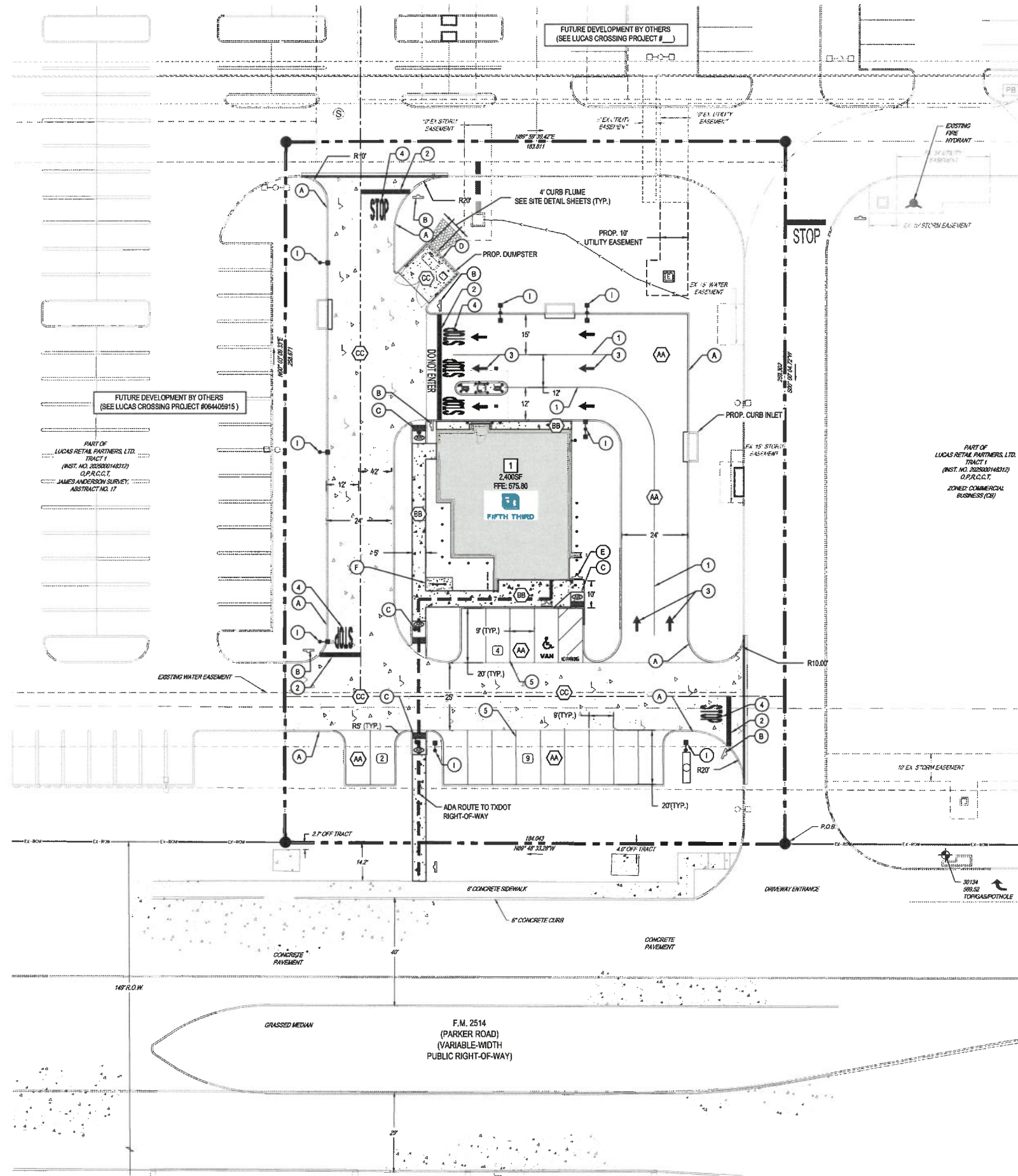
- ☒ Plans shall be to same scale as approved site plan.
- ☒ A minimum of 15% of the gross area must be landscaped.
- ☒ The area between the property line and the street shall be included in the landscape plan and shall be maintained by the abutting property owner.
- ☒ Heights of landscaping materials shall be such that they do not create safety hazards for vehicular traffic by block sight lines at ingress points.
- ☒ The specifications shall state the common names and scientific names (genus species), sizes, and quantity of all materials to be utilized.
- ☒ Property abutting a different zoning district must be screened by a living screen. Planting which serves as a living screen shall be evergreens with an initial minimum six-foot (6') height and provided a solid visual barrier within two (2) years after planting.
- ☒ Additional information as needed for clarity.

Lucas Code of Ordinances - Sec. 3.18.022 Minimum requirements

- ☒ The title block in the lower, right-hand corner containing the following: date, scale, site location map, north arrow, and the names, addresses, and telephone numbers of both the property owners and the person preparing the plan.
- ☒ The addition name, block and lot description along with business name placed in the title block in the lower right-hand corner of the plan.
- ☒ The property boundary dimensions of the site (bearings and distances).
- ☒ All existing and proposed public and private streets and sidewalks including street and sidewalk widths.
- ☒ All existing services: fire hydrants, water mains, and sewer mains within the tract and immediately adjacent to it with pipe size and location indicated.

- X All proposed water and sanitary sewer pipe lines with sizes indicated and valves, fire hydrants, manholes, and other appurtenances or structures shown.
- X All existing or proposed water, sewer and irrigation connections, meter location, and size of meters.
- X All existing and proposed utility and visibility easements.
- X All existing or proposed buildings on the property, existing structures, access points on and adjacent to the property.
- X Existing and proposed contours of berms in intervals of one (1) foot.
- X Detailed structural designs of entryway features.
- X Screening walls and location, type and height of screening wall, either living or masonry. (Masonry screening walls must be designed by a professional engineer registered in the state. Proposed berming is to be delineated by one-foot contours.)
- X The following additional information must be submitted on the landscape plan:
 - Tabulations of the landscape edge in linear feet. Give the street name and the amount of frontage.
 - Label streets.
 - The following information is to be provided on the landscape plan in a tabular format:
 - Indicate the trees/shrubs required and provided.
 - Indicate parking area trees required and provided.
 - Indicate the trees/shrubs required and provided for parking lot perimeter landscaping.
 - Indicate parking lot interior landscaping required and provided.
 - Indicate gross landscape square footage and percentage excluding the city right-of-way (i.e. the landscape provided within the landscape edge and within the interior of the lots).
 - Show graphically all plant material existing/proposed.
 - Distance of trees/shrubs from sidewalks, curbs, screening walls, and utilities (minimum five (5) feet).
 - Spacing between trees/shrubs (varies, check growth specifications).
- X Complete description of plant materials shown on the plan, including common and botanical names, locations, quantities, container (five-gallon minimum for required shrubs) or caliper sizes (four-inch minimum caliper for required shade trees), heights, spread, and spacing.
- X Complete description of landscaping and screening to be provided in or near off-street parking and loading areas, including information as to the amount (in square feet) of landscape area compared to gross site square footage. The city right-of-way shall not be included as part of the gross site landscaping.
- X Size, height, location and material of any proposed seating, lighting, planters, sculptures, decorative paving, and water features.
- X Landscape plans shall contain the certification and stamp of a landscape architect licensed in the state that such plans have been reviewed by such landscape architect and satisfy all requirements of this article.
- X Irrigation plans shall contain the certification and stamp of an irrigator licensed by the state board of irrigators that such plans were prepared by such irrigator and satisfy all requirements of this article.
- X Location of sprinkler heads, valves, double-check valves, water meter, automatic controller, rain and freeze sensor, wind sensor, moisture sensor or any control mechanic of whatever kind or make must be shown on all irrigation plans.
- X Living screens are clearly detailed by fence material, plant material species, plant material spacing, height at time of planting and mature height. Where the Director of Planning feels that there are elevation or topographical differences that would not accomplish the intent of the screening, the Director may request more details.
- X Public or private street names (including street suffixes and/or prefixes) and right-of-way (ROW) dimensions are indicated for all internal and external streets.

- X All existing and proposed plant material is graphically shown; species and quantity for each grouping are labeled. A minimum of four different species is shown for each plant type and are distributed throughout the site.
- X Distance of trees/shrubs from sidewalks, curbs, screening walls, and utilities is indicated. If less than five feet from paving, areas of impervious surface or utility lines, show dimension. Refer to Plant List for other exceptions to planting in paving areas.
- X A full set of civil engineering drawings, also including the plat, site plan, and landscape plan have been submitted to TXU. Submit these drawings to: TXU Electric Delivery, Attn: Right-of-Way Department, 115 W. 7th Street, Ste. 725, Fort Worth, TX, 76102.
- X I understand that the City requires an approval letter from TXU Electric Delivery prior to issuance of a building permit where landscaping, parking, or other improvement/s are proposed to encroach within any TXU/TP&L easement/s. TXU has stated a minimum of six weeks to process the review. Approved irrigation within a TXU transmission easement shall be limited to drip and soaker hose irrigation, with the valve for such located outside of the easement.
- X Residential subdivisions are to have landscaping requirements (Indicate required planting ratio, square footage, linear footage, etc., including required and provided quantities) specifically listed in tabular format on plan for the following:
 - a) Landscape Buffer (along external street frontage-provide separate calculations for each street frontage).
 - b) Entryway Yard areas (located each side of subdivision entries) are provided for primary and secondary entryways.
 - c) Entryway Yard area Trees and Shrubs are provided.
 - d) Entryway Medians are shown and dimensioned.
 - e) Entryway Median Trees and Shrubs are provided.
 - f) Screening Wall plans are provided.



SITE DATA

PROPERTY LOCATION:	SOUTHVIEW DR LUCAS, TX 75002
JURISDICTION:	CITY OF LUCAS
DEVELOPER ADDRESS:	MALOUF INTERESTS, INC. 4143 MAPLE AVENUE, SUITE 325 DALLAS, TX 75219
PROPERTY ID:	2025000148312
OWNER:	LUCAS RETAIL PARTNERS, LTD.
OWNER ADDRESS:	4143 MAPLE AVENUE, SUITE 325 DALLAS, TX 75219
PARCEL AREA:	37.83 AC.
PARCEL AREA:	1.09 AC.
SITE AREA:	UNDEVELOPED
EXISTING USES:	BANK WITH DRIVE THRU
PROPOSED USES:	CB WITH PD OVERLAY
ZONING:	
BUILDING AREA:	2,400 SF
BUILDING SF:	
SETBACKS AND BUFFERS:	
FRONT SETBACK	50'
SIDE SETBACK	20'
REAR SETBACK	25'
PARKING SUMMARY:	
PARKING REQUIRED:	8 SPACES
1 SPACES PER 300 SF =	
PARKING PROVIDED:	15 SPACES
ADA PARKING REQUIRED	1 SPACE FOR 1 TO 25 PARKING SPACES
ADA PARKING PROVIDED	1 SPACE
	1 VAN ACCESSIBLE SPACES
WASTE MANAGEMENT:	
RETAIL TRASH PROVIDED:	(1) DUMPSTER 8 CY
RETAIL RECYCLING PROVIDED:	8 CY

SITE PLAN LEGEND

	EXISTING PROPERTY / BOUNDARY LINE
	EXISTING EASEMENT
	PROPOSED CURB AND GUTTER
	PROPOSED STRIPING
	PROPOSED HANDICAP PAVEMENT MARKING
	PROPOSED SIGN
	PROPOSED PYLON SIGNAGE
	PROPOSED PARKING SPACES
	PROPOSED SITE NOTE
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED STANDARD DUTY CONCRETE PAVMT
	PROPOSED MEDIUM DUTY CONCRETE PAVMT
	PROPOSED STRUCTURE
	PROPOSED MONUMENT SIGN

SITE LEGEND

(A)	6" CURB AND GUTTER (SEE SITE DETAILS)
(B)	30" R-1 "STOP" SIGN SEE DETAILS, SHEET
(C)	ACCESSIBLE RAMP (SEE SITE DETAILS)
(D)	SINGLE - DUMPSTER CMU ENCLOSURE WITH GATE (SEE SITE DETAILS)
(E)	PROPOSED "ACCESSIBLE" SIGN (SEE SITE DETAILS)
(F)	10'X8' CONCRETE PAD WITH (4) POST AND RING BIKE RACK (SEE SITE DETAILS)
(G)	AT GRADE ENTRY (SEE GRADING AND DRAINAGE PLAN)
(H)	LANDSCAPED AREA (SEE LANDSCAPE PLAN)
(I)	LIGHT POLE (SEE MEP PLANS, EXTERIOR LIGHTING LAYOUT)

STRIPING LEGEND

(1)	PAINT (6" W/TH, 120 M/S) SOLID LANE LINE
(2)	PAINT (24" W/TH, 120 M/S) STOP BAR
(3)	PAINT WHITE DIRECTIONAL ARROW (SEE SITE DETAIL SHEET)
(4)	PAINT 18" WHITE PAINTED "STOP" AND "DO NOT ENTER" LETTERS.
(5)	6" WHITE PARKING/INLET STRIPE (CONTINUOUS PAINT)

PAVEMENT LEGEND

(BB)	STANDARD DUTY CONCRETE SIDEWALK (SEE SITE DETAIL SHEET)
(AA)	7" MEDIUM DUTY CONCRETE PAVEMENT (SEE SITE DETAIL SHEET)
(CC)	7" HEAVY DUTY CONCRETE PAVEMENT (SEE SITE DETAIL SHEET)

SURVEY BENCHMARKS

BM# 10	CUT SET IN CURB ON THE NORTH RIGHT-OF-WAY SIDE OF F.M. 2514(PARKER ROAD), ±740' WEST OF THE NORTHWEST CORNER OF THE INTERSECTION OF FM 2514 AND F.M. 1378(SOUTHVIEW DRIVE), ±125' WEST OF AN INLET, ±130' SOUTHWEST OF A GREAT INLET.
ELEVATION:	577.36'
BM# 11	CUT SET ON CONCRETE OF THE NORTHWEST CORNER OF THE INTERSECTION OF F.M. 2514(PARKER ROAD) AND F.M. 1378(SOUTHVIEW DRIVE), ±78' EAST OF AN INLET, ±25' WEST OF A TRAFFIC SIGNAL POLE.
ELEVATION:	575.21'

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**LUCAS CROSSING BC
LOT 16, BLOCK A**
PARKER ROAD AND SOUTHVIEW DRIVE
LUCAS, TX 75098

BGE
2595 DALLAS PARKWAY
SUITE 101
FRISCO, TEXAS 75034
BGE, INC F-1048



ISSUE	BY	DATE	DESCRIPTION
1	MDK	05/22/26	50% PROGRESS SET
2	MDK	06/10/26	INITIAL PC SUBMITTAL
3	MDK	06/26/26	PERMIT SET
4	MDK	07/28/26	REV 1 - RESUB SET

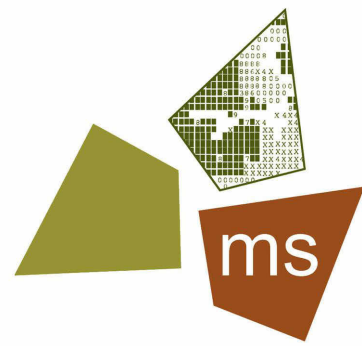
PROJECT INFORMATION BLOCK

JOB #	16350-01
DATE:	07/27/2026
DRAWN BY:	NRB
CHECKED BY:	MDK

SHEET TITLE

SITE PLAN
SHEET NUMBER
C3-0

SIGNAGE IS SHOWN FOR
REFERENCE ONLY REFER TO SIGN
PACKAGE FOR MORE INFORMATION



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VIEW AT EMPLOYEE LOUNGE



VIEW AT RELAX SEATING



VIEW AT NIGHT DEPOSIT



VIEW AT FRONT ENTRY

SEAL



PROFESSIONAL OF RECORD:
SANDIPAN ADITYA NO. 31407
EXP DATE: 01/31/2027

ISSUE	BY	DATE	DESCRIPTION
1	SS	06/26/26	PERMIT SET
RV1	SS	07/29/26	PLANNING & ZONING

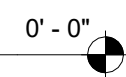
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JOB #	12A82-00
DATE:	07/27/2026
DRAWN BY:	SS
CHECKED BY:	MR

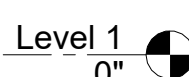
SHEET TITLE

RENDERINGS

SHEET NUMBER

G-100


$$3/8'' = 1'-0''$$

$$1/2'' = 1'-0''$$
$$3'' = 1'-0''$$

$$3/4" = 1'-0"$$

$$1/2" = 1'-0"$$

TAG	DESCRIPTION
TE1	6" DIA. CONCRETE FILLED GALVANIZED STEEL BOLLARD (PAINTED YELLOW)
TE2	6" DIA. STEEL GATE POST WITH HEAVY-DUTY HINGE (PAINTED TO MATCH PREFINISHED PANEL)
TE3	SIGNAGE "NO PARKING" SHALL MEET SOLID WASTE ORDINANCE
TE4	STEEL CANOE BOLT ONE PER GATE (BASIS OF DESIGN: STANLEY HARDWARE #1010) WELD TO STEEL PLATE (4"x14"x1/4") ON GATE
TE5	SUPPORT WHEEL ONE PER GATE BASIS OF DESIGN: GRAINGER #1VJD5 WHEEL

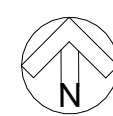
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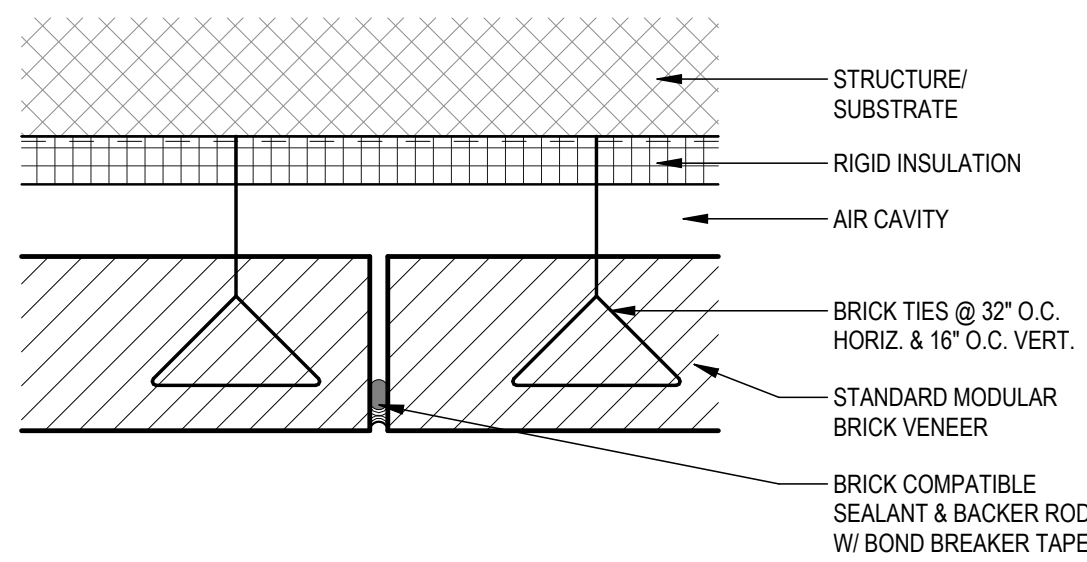
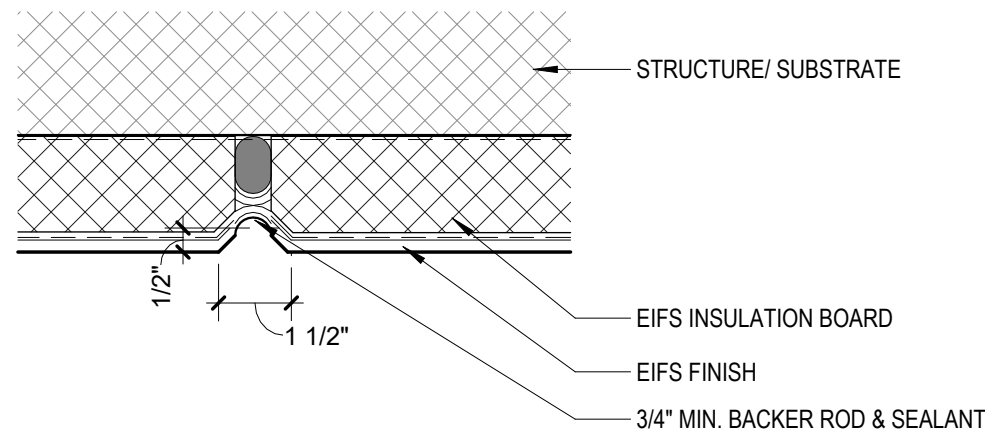
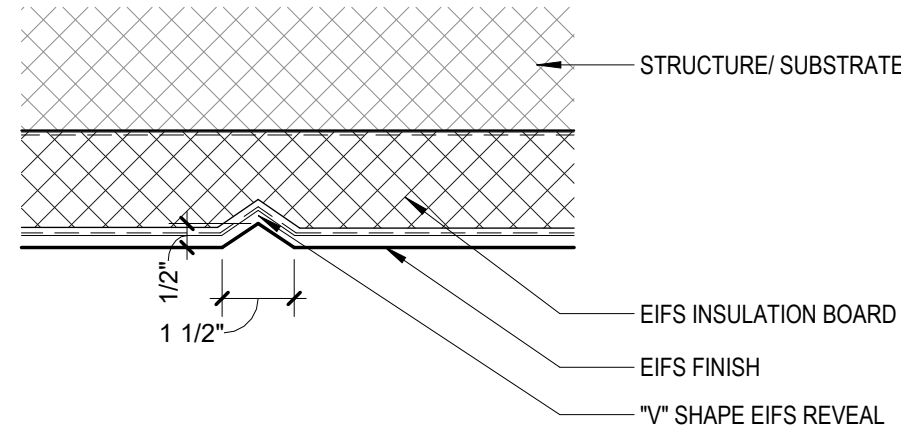
PROFESSIONAL OF RECORD:
SANDIPAN ADITYA NO. 31407
EXP DATE: 01/31/2027

PROJECT INFORMATION BLOCK	
JOB #	12A82-00
DATE:	07/27/2026
DRAWN BY:	SS
CHECKED BY:	MR

A-190



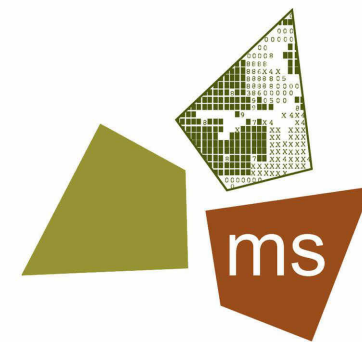
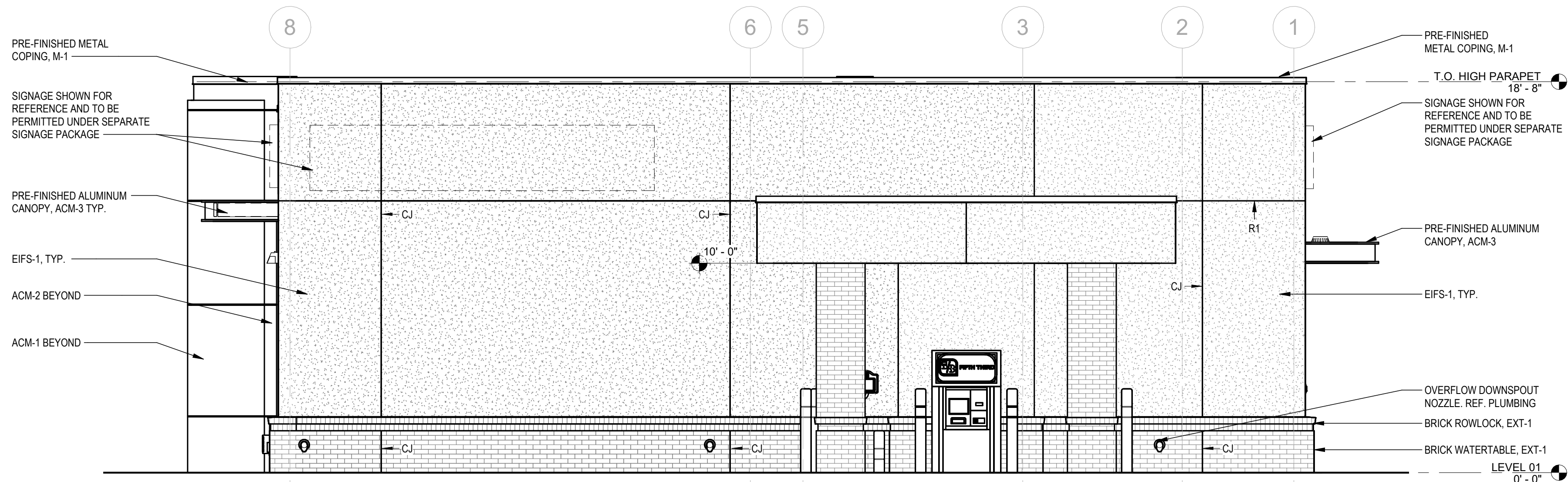
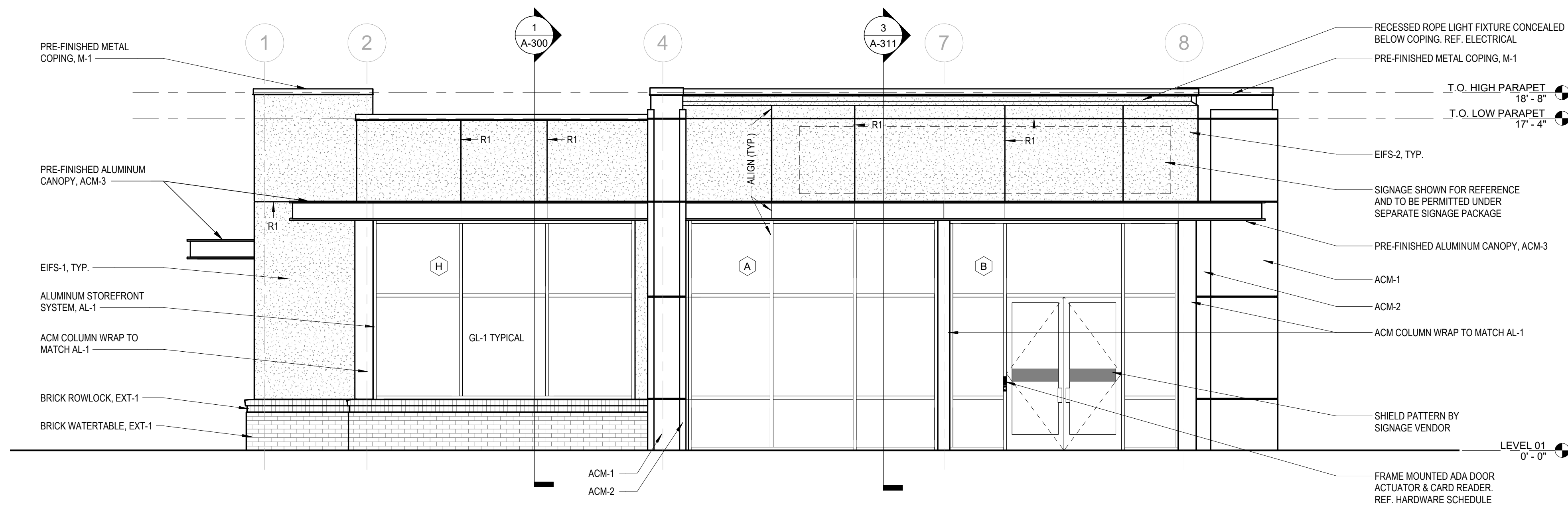
NOTE: PROJECT NORTH IS FOR CONSTRUCTION PURPOSES ONLY. REFER TO CIVIL DRAWING FOR TRUE NORTH AND CORRECT BUILDING ORIENTATION AS IT RELATES TO THE SITE.



EXTERIOR FINISH SCHEDULE				
ITEM	EXTERIOR FINISH	MANUFACTURER	COLOR	COMMENTS
ACM-1	ALUMINUM COMPOSITE METAL PANEL	ALPOLIC	QWP WILD PLUM	4 MM FR CORE ALUM. COMPOSITE PANEL, PATTERN SERIES
ACM-2	ALUMINUM COMPOSITE METAL PANEL	ALPOLIC	BLK BLACK ANODIZED	4 MM FR CORE ALUM. COMPOSITE PANEL, SOLID COLOR
ACM-3	ALUMINUM COMPOSITE METAL PANEL	ALPOLIC	BLK BLACK ANODIZED	4 MM FR CORE ALUM. COMPOSITE PANEL, SOLID COLOR
AL-1	BLACK ANODIZED ALUMINUM	YKK	BLACK ANODIZED	BASIS OF DESIGN: 2" X 4 1/2" YKK YES45 TU CENTER SET STOREFRONT
EIFS-1	EIFS BARRIER SYSTEM	DRYVIT (FINE FINISH)	DOVER SKY	3" EIFS SYSTEM - TYP., SANDBLAST FINISH
EIFS-2	EIFS BARRIER SYSTEM	DRYVIT (FINE FINISH)	DOVER SKY	5" EIFS SYSTEM @ VESTIBULE PARAPET, SANDBLAST FINISH
EPT-1	DUMPSITER ENCLOSURE PAINT	BENJAMIN MOORE	BALBOA MIST - OC27	SEMI-GLOSS @ STEEL, SATIN FINISH @ WALLS
EXT-1	STANDARD MODULAR BRICK VENEER	ACME BRICK	HERITAGE	MORTAR MANUFACTURER: COOSA, MORTAR COLOR: OLD LIME PUTTY
GL-1	EXTERIOR GLAZING	VITRO	SOLARBAN 90 ACUITY + ACUITY	ARGON U-0.24, SHCC=0.23
M-1	PREFINISHED METAL COPING	PAC-CLAD	MATCH ACM-3	

GLAZING - GENERAL NOTES

ACM PANEL - GENERAL NOTES



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SEAL



PROFESSIONAL OF RECORD
SANDIPAN ADITYA NO. 31407
EXP DATE: 01/31/2027

ISSUE	BY	DATE	DESCRIPTION
1	SS	06/26/26	PERMIT SET
RV1	SS	07/29/26	PLANNING & ZONING

PROJECT INFORMATION BLOCK	
JOB #	12A82-00
DATE:	07/27/2024
DRAWN BY:	SS
CHECKED BY:	MM

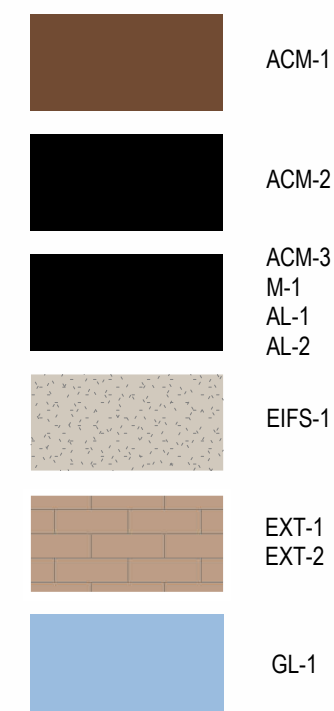
SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A-200

SWATCHES



EXTERIOR FINISH SCHEDULE

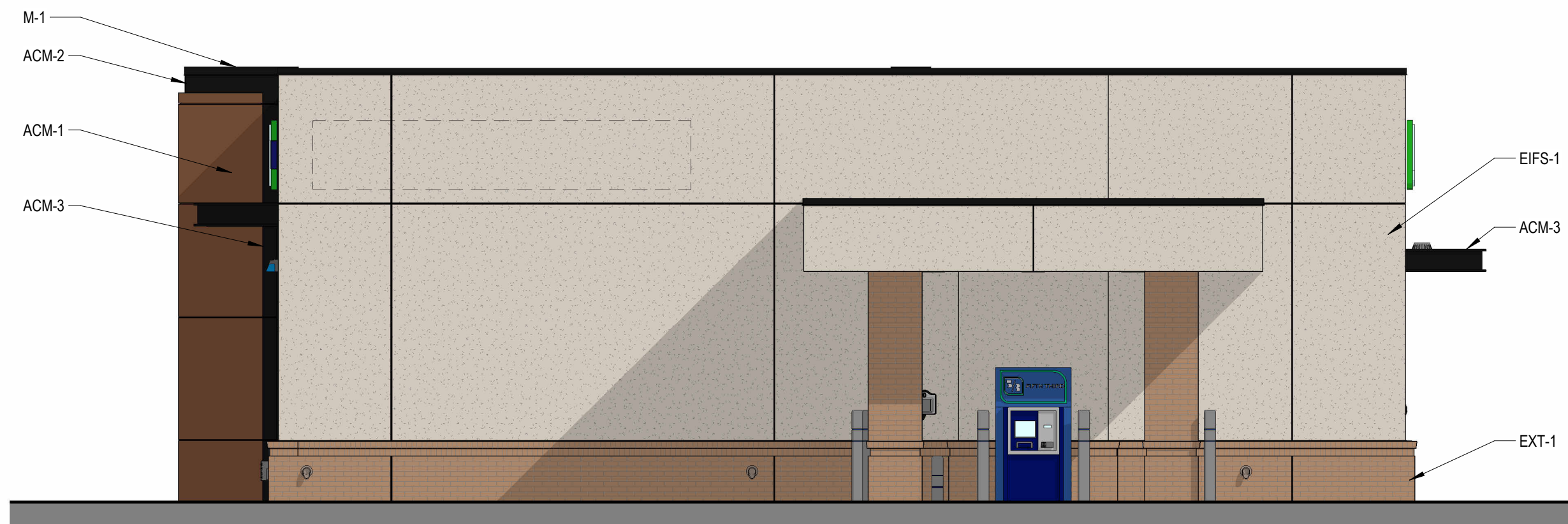
ITEM	EXTERIOR FINISH	MANUFACTURER	COLOR	COMMENTS
ACM-1	ALUMINUM COMPOSITE METAL PANEL	ALPOLIC	QWP WILD PLUM	4 MM FR CORE ALUM. COMPOSITE PANEL, PATTERN SERIES
ACM-2	ALUMINUM COMPOSITE METAL PANEL	ALPOLIC	BLK BLACK ANODIZED	4 MM FR CORE ALUM. COMPOSITE PANEL, SOLID COLOR
ACM-3	ALUMINUM COMPOSITE METAL PANEL	ALPOLIC	BLK BLACK ANODIZED	4 MM FR CORE ALUM. COMPOSITE PANEL, SOLID COLOR
AL-1	BLACK ANODIZED ALUMINUM	YKK	BLACK ANODIZED	BASIS OF DESIGN: 2" X 4 1/2" YKK YES45 TU CENTER SET STOREFRONT
EIFS-1	EIFS BARRIER SYSTEM	DRYVIT (FINE FINISH)	DOVER SKY	3" EIFS SYSTEM - TYP., SANDBLAST FINISH
EIFS-2	EIFS BARRIER SYSTEM	DRYVIT (FINE FINISH)	DOVER SKY	5" EIFS SYSTEM @ VESTIBULE PARAPET, SANDBLAST FINISH
EPT-1	DUMPSTER ENCLOSURE PAINT	BENJAMIN MOORE	BALBOA MIST - OC27	SEMI-GLOSS @ STEEL, SATIN FINISH @ WALLS
EXT-1	STANDARD MODULAR BRICK VENEER	ACME BRICK	HERITAGE	MORTAR MANUFACTURER: COOSA , MORTAR COLOR: OLD LIME PUTTY
GL-1	EXTERIOR GLAZING	VITRO	SOLARBAN 90 ACUITY + ACUITY	ARGON U-0.24, SHCC=0.23
M-1	PREFINISHED METAL COPING	PAC-CLAD	MATCH ACM-3	



EAST ELEVATION

3/16" = 1'-0"

1



NORTH ELEVATION

3/16" = 1'-0"

5



WEST ELEVATION

3/16" = 1'-0"

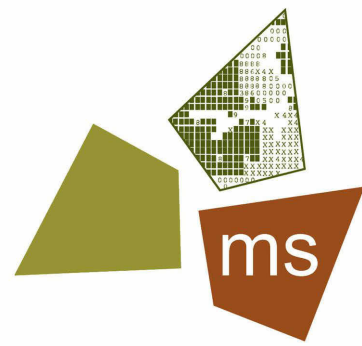
2



SOUTH ELEVATION

3/16" = 1'-0"

4



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ISSUE	BY	DATE	DESCRIPTION
1	SS	06/26/26	PERMIT SET
RV1	SS	07/29/26	PLANNING & ZONING

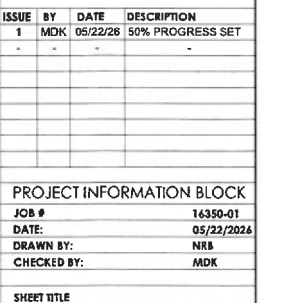
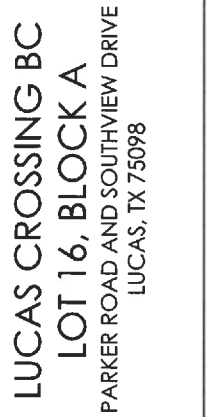
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JOB #	12A82-00
DATE:	07/27/2026
DRAWN BY:	SS
CHECKED BY:	MR

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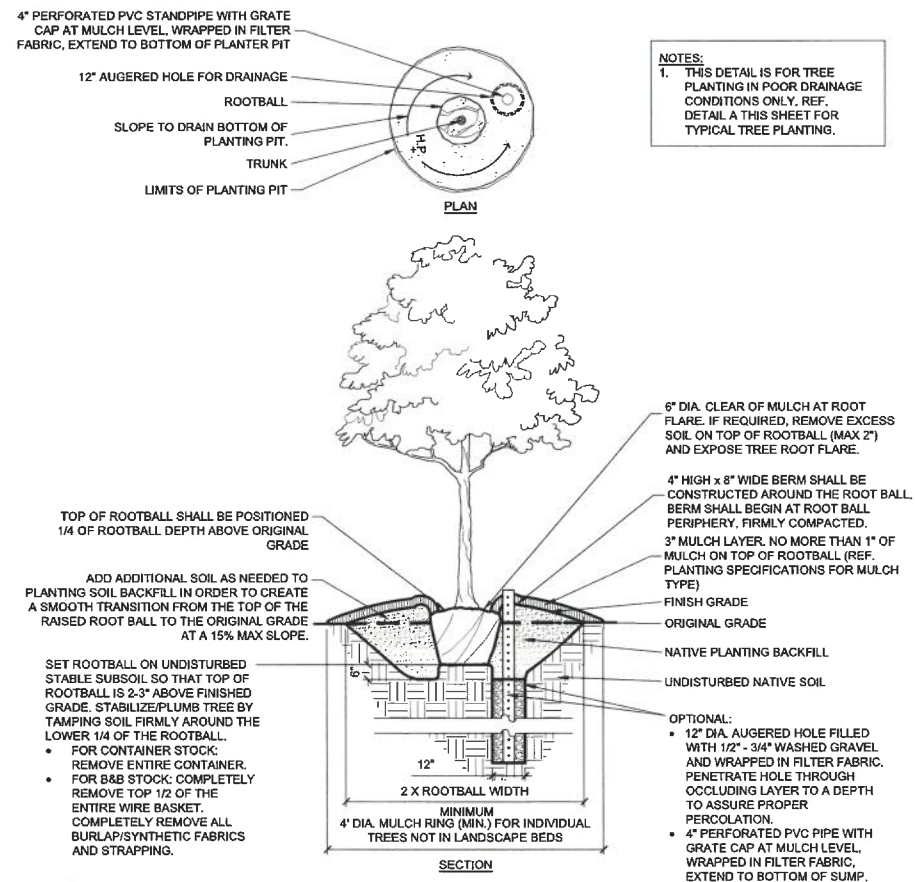
COLOR ELEVATIONS

SHEET NUMBER

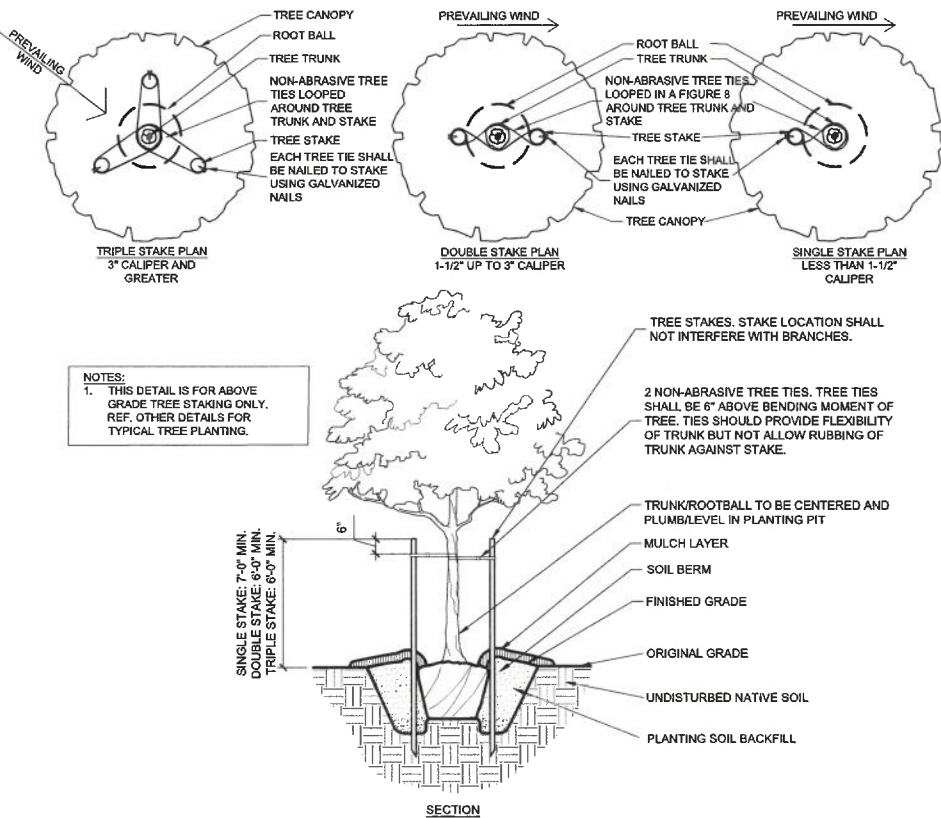
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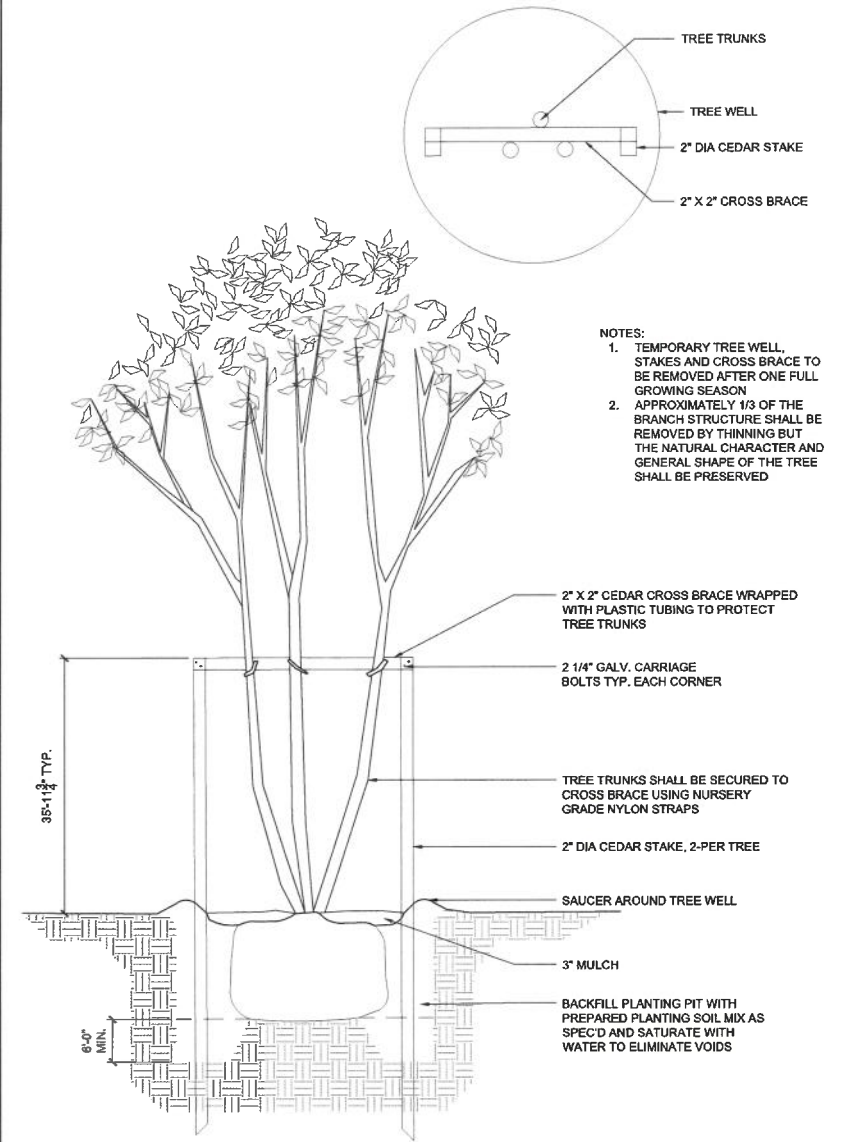
L2.0



1/2"=1'-0"


$$1/2^{\circ}=1'-0"$$

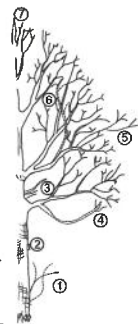
\\gpcinc\share\2000163504\1\5\03 - DWG\plant\sheet\On-Site\L2-0 - L2-DET.dwg



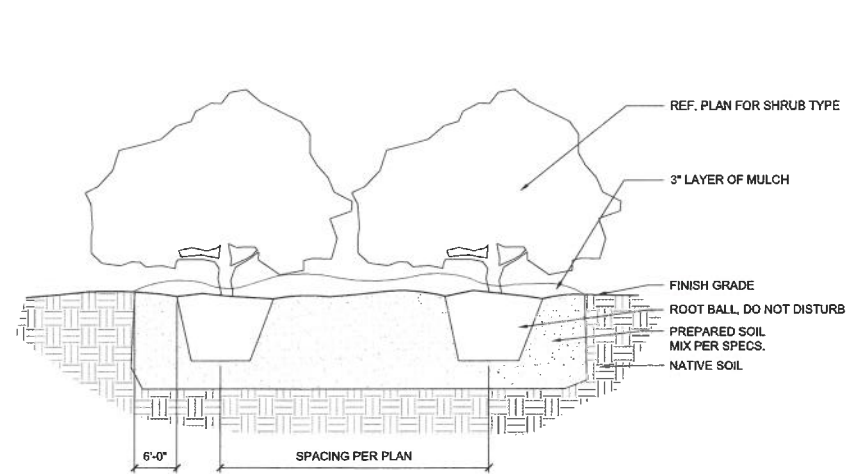
01 ORNAMENTAL / MULTITRUNK TREE
SECTION 1/2"=1'-0"

1. REMOVE SUCKER SHOOTS AT BASE OF TREE.
2. MAKE CLEAN CUTS ON OLD STUDS IF PRESENT.
3. REMOVE ENTIRE SUPPLY OF TWIGGS AND BUDS ON TRUNK.
4. REMOVE LOWER BRANCH WHERE AN OVERLYING BRANCH OCCUPIES APPROX. SAME AREA.
5. SHAPE TREE BY REMOVING INJURED AND MISSHAPED BRANCHES.
6. REMOVE CROSS BRANCHES AND THOSE DEVELOPING INTO SECONDARY LEADERS.
7. DO NOT REMOVE LEADER.

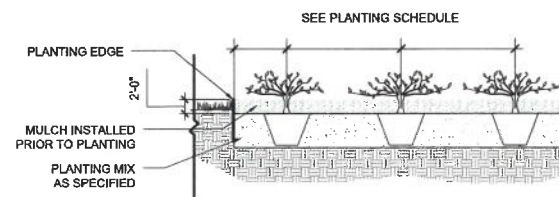
NOTE: DASHED LINES INDICATE BRANCHES TO BE REMOVED. - NO MORE THAN 20 PERCENT OF LIMBS, FOLIAGE, ETC., TO BE REMOVED, UNLESS NOTED OTHERWISE



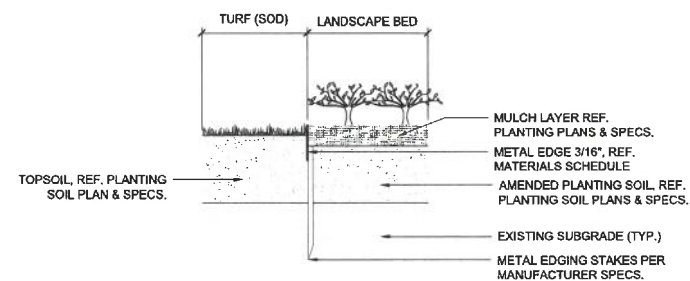
06 SHADE TREE PRUNING
SECTION 1"=1'-0"



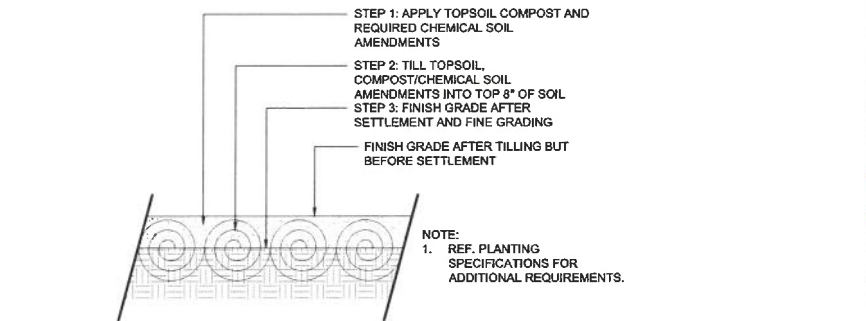
02 SHRUB PLANTING
SECTION 1"=1'-0"



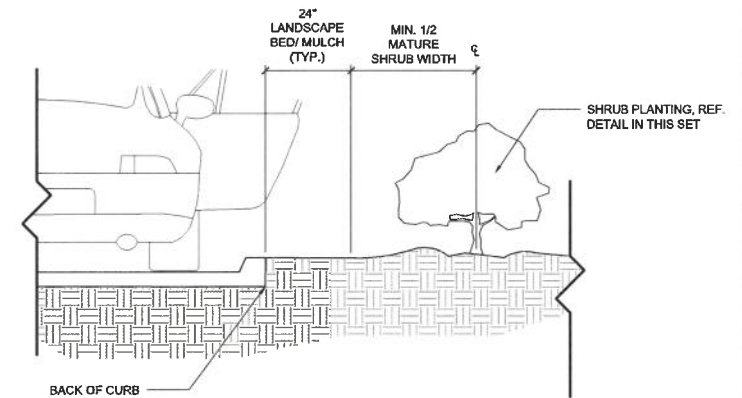
04 GROUNDCOVER PLANTING
SECTION 1"=1'-0"



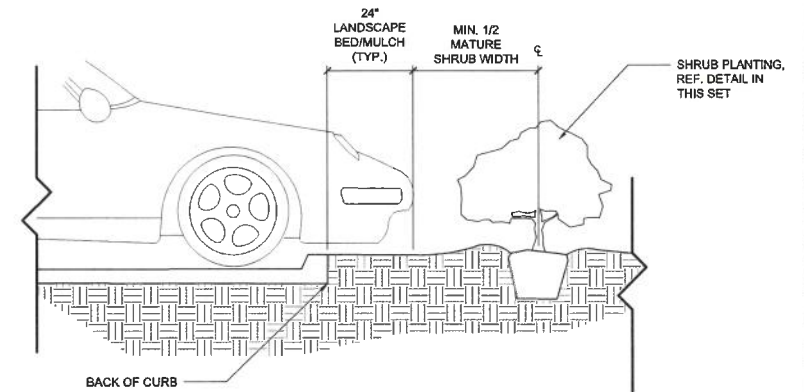
07 STEEL EDGE
SECTION 1"=1'-0"



03 MODIFIED EXISTING SOIL W/ AMENDMENTS
SECTION 1-1/2"=1'-0"



05 PLANTING AT CURB - SIDE PARKING
SECTION 1/2"=1'-0"



08 PLANTING AT CURB - FRONT PARKING
SECTION 1/2"=1'-0"



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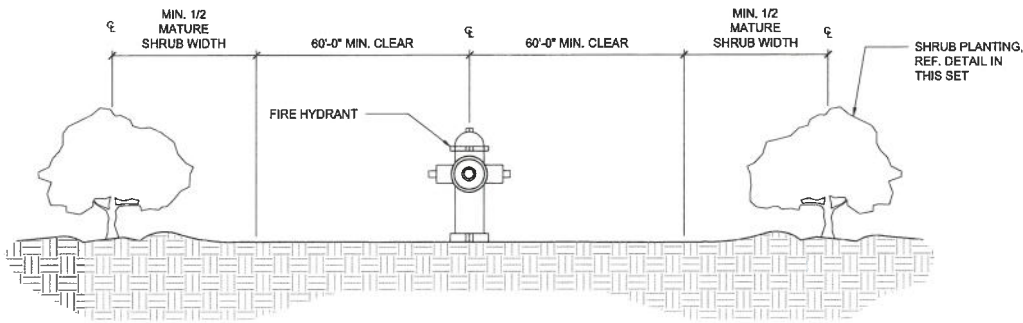
ISSUE	BY	DATE	DESCRIPTION
1	MDK	05/22/26	50% PROGRESS SET

PROJECT INFORMATION BLOCK	
JOB #	16350-01
DATE	05/22/2026
DRAWN BY:	NRB
CHECKED BY:	MDK
SHEET TITLE	

LANDSCAPE DETAILS

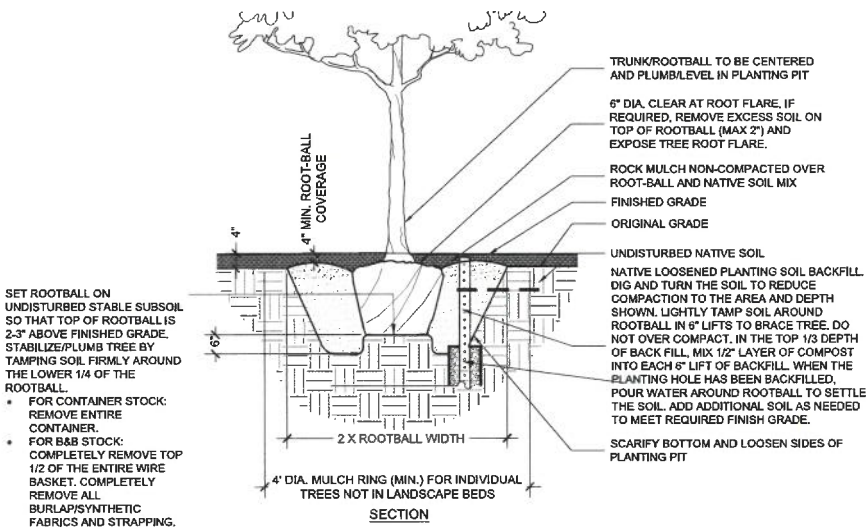
SHEET NUMBER

L2-1



01 PLANTING AT FIRE HYDRANT
SECTION / PLAN

1/2"=1'-0"



02 TYPICAL TREE PLANTING IN STONE (UP TO 3")
SECTION / PLAN

1/2"=1'-0"



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ISSUE	BY	DATE	DESCRIPTION
1	MDK	05/22/26	50% PROGRESS SET

PROJECT INFORMATION BLOCK	
JOB #	16350-01
DATE:	05/22/2024
DRAWN BY:	NRB
CHECKED BY:	MDK
SHEET TITLE	

LANDSCAPE DETAILS

SHEET NUMBER
L2-2

DATE	BY	DATE	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
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-	-	-	-

PROJECT INFORMATION BLOCK	
JOB #	12000-00
DATE	06/24/2024
DRAWN BY	ASD
CHECKED BY	NAN

SHEET TITLE	
ELECTRICAL PHOTOMETRIC SITE PLAN	
SHEET NUMBER	

SHEET NOTES:

- PHOTOMETRY CALCULATION: PHOTOMETRIC VALUES SHOWN HEREIN ARE INTENDED FOR DESIGN AND EVALUATION PURPOSES ONLY. THE CALCULATED POINT-BY-POINT VALUES SHOWN ON THIS SHEET ARE BASED ON A COMPUTER LIGHTING PROGRAM WITH APPROXIMATED PARAMETERS. AS A RESULT, PHOTOMETRIC VALUES MAY VARY FROM ACTUAL FIELD MEASUREMENTS.

LIGHTING STANDARDS:

MINIMUM STANDARD

- A MINIMUM OF TEN (10) FOOT CANDLE POWER AT THE FACE OF THE ATM OR AFTER-HOUR DEPOSITORY EXTENDING OUTWARD FIVE (5) FEET IN ALL UNOBSTRUCTED DIRECTIONS.
- A MINIMUM OF TWO (2) FOOT CANDLE POWER EXTENDING OUTWARD IN ALL UNOBSTRUCTED DIRECTIONS FIFTY (50) FEET FROM THE FACE OF THE ATM AND AFTER-HOUR DEPOSITORY.
- A MINIMUM OF TWO (2) FOOT CANDLE POWER IN DESIGNATED PARKING AREAS WITHIN SIXTY (60) FEET OF THE ATM AND AFTER-HOUR DEPOSITORY. IN THE EVENT THE ATM OR AFTER-HOUR DEPOSITORY IS LOCATED WITHIN TEN (10) FEET OF THE CORNER OF THE BUILDING AND IS GENERALLY ACCESSIBLE FROM THE ADJACENT SIDE, THERE SHALL BE A MINIMUM OF TWO (2) FOOT CANDLE POWER ALONG THE FIRST FORTY (40) UNOBSTRUCTED FEET OF THE ADJACENT SIDE OF THE BUILDING.
- IF THE ATM OR AFTER-HOUR DEPOSITORY IS LOCATED INSIDE A ACCESSIBLE VESTIBULE DURING ANY HOURS OF OPERATION, A MINIMUM OF 10 FOOT CANDLE POWER AT THE FACE OF THE ATM OR AFTER-HOUR DEPOSITORY EXTENDING OUTWARD FIVE (5) FEET IN ALL UNOBSTRUCTED DIRECTIONS. THERE SHALL BE A MINIMUM OF TWO (2) FOOT CANDLE POWER AT THE INSIDE OF THE VESTIBULE ENTRY/EXIT DOOR(S). A MINIMUM OF TWO (2) FOOT CANDLE POWER EXTENDING OUTWARD IN ALL UNOBSTRUCTED DIRECTIONS FIFTY (50) FEET FROM THE VESTIBULE ENTRY/EXIT DOOR. IN THE EVENT THE VESTIBULE ENTRY/EXIT DOOR IS LOCATED WITHIN TEN (10) FEET OF THE CORNER OF THE BUILDING AND IS GENERALLY ACCESSIBLE FROM THE ADJACENT SIDE, THERE SHALL BE A MINIMUM OF TWO (2) FOOT CANDLE POWER ALONG THE FIRST FORTY (40) UNOBSTRUCTED FEET OF THE ADJACENT SIDE OF THE BUILDING. IN URBAN SETTINGS FOR WHICH THERE IS NO DEFINED PARKING AND THE ONLY ACCESS AREA IS A PUBLIC SIDEWALK, A MINIMUM 3 FOOT CANDLE POWER SHALL BE FOR THE FIRST 5 UNOBSTRUCTED FEET FROM THE DOOR. THE MINIMUM FOOT CANDLE READING SHALL ALSO BE LIMITED TO BANK CONTROLLED PROPERTY LINES.
- A MINIMUM OF TWO (2) FOOT CANDLE POWER IN THE IMMEDIATE AREA OF THE DESIGNATED ASSOCIATE ENTRANCE/EXIT TO THE FACILITY.
- ALL LIGHTING MEASUREMENTS ARE TO BE TAKEN AT 30 INCHES ABOVE THE GROUND ON A HORIZONTAL PLANE, UNLESS OTHERWISE SPECIFIED BY STATE LAW OR REGULATION (2007).
- THE MINIMUM STANDARD SHALL APPLY UNLESS A GREATER STANDARD IS REQUIRED BY AN APPLICABLE LAW FOR A PARTICULAR FACILITY LOCATION.

KEYED NOTES:

- AFTER-HOUR DEPOSITORY WITH FIVE FOOT COMPLIANCE AREA: A MINIMUM OF TEN (10) FOOT CANDLE POWER AT THE FACE OF THE AFTER-HOUR DEPOSITORY EXTENDING OUTWARD FIVE (5) FEET IN ALL UNOBSTRUCTED DIRECTIONS.
- AFTER-HOUR DEPOSITORY WITH FIFTY FOOT COMPLIANCE AREA: A MINIMUM OF TWO (2) FOOT CANDLE POWER EXTENDING OUTWARD IN ALL UNOBSTRUCTED DIRECTIONS FIFTY (50) FEET FROM THE FACE OF THE AFTER-HOUR DEPOSITORY.

ELECTRICAL PHOTOMETRIC SITE PLAN AT 3'-0"

CALCULATION SUMMARY AT 36" AFG							
LABEL	CALC TYPE	UNIT	AUG	MAX	MIN	AVERAGE	MAX/MIN
DRIVE-UP ATM - 5FT COMPLIANCE	ILLUMINANCE	FC	11.90	11.9	11.9	1.00	1.00
DRIVE-UP ATM - 5FT COMPLIANCE	ILLUMINANCE	FC	19.04	20.1	2.3	4.71	14.30
NIGHT DEPOSITORY - 5FT COMPLIANCE	ILLUMINANCE	FC	26.7	28.9	20.5	1.25	1.51
NIGHT DEPOSITORY - 5FT COMPLIANCE	ILLUMINANCE	FC	19.28	20.1	2.6	3.05	12.73

CALCULATION SUMMARY AT GRADE							
LABEL	CALC TYPE	UNIT	AUG	MAX	MIN	AVERAGE	MAX/MIN
PARKING LOT/DRIVEWAY	ILLUMINANCE	FC	3.88	20.7	0.1	38.80	207.00
PROPERTY LINE	ILLUMINANCE	FC	6.70	1.6	0.0	N/A	N/A

ELECTRICAL PHOTOMETRIC SITE PLAN AT GRADE



City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider accepting the design of the McGarity Nine hundred thousand Gallon Ground Storage tank designed by Schaumburg & Polk, Inc. (SPI) and authorizing the city manager to advertise the project for construction.

Background Information:

McGarity Ground Storage Tank Project

At the August 7, 2025, City Council meeting, Council authorized the City Manager to negotiate and enter into an agreement with Schaumburg & Polk, Inc. (SPI) to provide professional engineering services in the amount of \$259,000 for the design of a proposed one-million-gallon ground storage tank at the McGarity Pump Station.

During the design process, it was determined that a one-million-gallon tank would not fit at the proposed site. Therefore, the project has been redesigned as a 900,000-gallon ground storage tank.

At the March 5, 2026, City Council meeting, Council directed staff to pursue a grant opportunity through the Texas Water Development Board (TWDB) for the 900,000-gallon ground storage tank at the McGarity Pump Station. Staff is currently in the application process; however, the probability of receiving grant funding for this project is considered low.

Staff believes it is important to move forward with the project as soon as reasonably possible. Due to the current hot, dry weather conditions and lack of rainfall, the City's existing ground storage tanks have reached low-level lockout conditions 14 times between August 1 and August 24, 2026. These conditions highlight the increasing need for additional ground storage capacity.

The engineer's current estimate of probable construction cost for the 900,000-gallon ground storage tank is approximately \$4.5 million, with an estimated construction duration of 180 days.

Staff's goal is to have the new tank completed and in service prior to the peak summer demand period in 2027. Given the current water storage concerns and the uncertainty surrounding grant funding, staff will be recommending that the City proceed with the project using available water utility reserves rather than delaying the project while awaiting grant funding.

Attachments/Supporting Documentation:

1. Civil Construction Plans for Tank

Budget/Financial Impact:

The Water Fund currently has approximately \$11,020,838 in reserves, with FY 2026–27 reserves projected at \$11,120,931. After applying the City’s GASB 54 reserve requirements, approximately \$7,303,968 is projected to be available.

The proposed design and related project funding for the McGarity 900,000-gallon ground storage tank is estimated at \$4,500,000. If funded from the amount available after GASB 54 requirements, the Water Fund would have approximately \$2,803,968 remaining.

Financial Summary:

- Current Water Fund Reserves: \$11,020,838
- Projected FY 2026–27 Reserves: \$11,120,931
- Available After GASB 54 Requirements: \$7,303,968
- McGarity 900,000-Gallon Ground Storage Tank: (\$4,500,000)
- Estimated Remaining Available Reserves: \$2,803,968

Recommendation:

Approve the request as presented.

Motion:

I make a motion to approve/deny the request by staff to accept the design of the McGarity Nine hundred thousand Gallon Ground Storage tank designed by Schaumburg & Polk, Inc. (SPI) and authorizing the city manager to advertise the project for construction.

CITY OF LUCAS

CONSTRUCTION PLANS FOR

WATER SYSTEM IMPROVEMENTS

McGARITY 0.9 MILLION GALLON GROUND STORAGE TANK



MAYOR
DUSTY KUYKENDALL

CITY COUNCIL

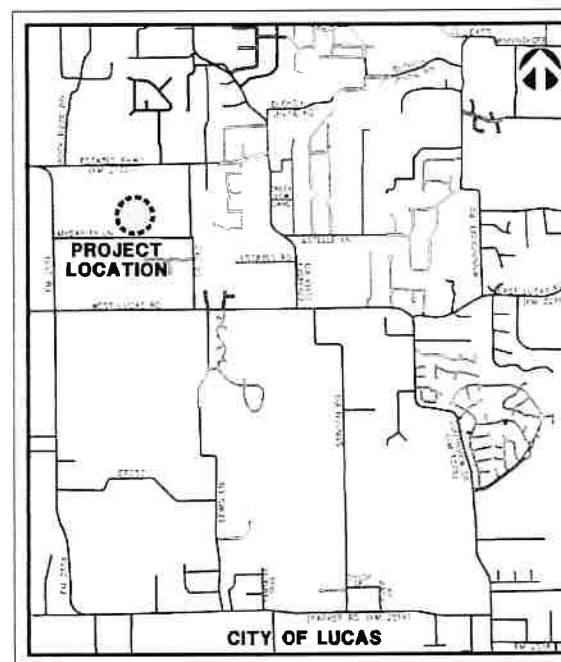
CHRIS BIERMAN	REBECCA ORR
DEBBIE FISHER	NEIL PETERSON
PHILIP LAWRENCE	JONATHAN UNDERHILL

CITY MANAGER
JOHN WHITSELL

DEVELOPMENT SERVICES DIRECTOR
JOE HILBOURN

CAPITAL IMPROVEMENT PROJECTS MANAGER
PATRICK HUBBARD, MPA, AICP, CFM

DIRECTOR OF PUBLIC WORKS
JEREMY BOGLE, CPWP-M



VICINITY MAP

SPI JOB NO. 25-2208

JULY 2026



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OWNER:
CITY OF LUCAS
665 COUNTRY CLUB ROAD
LUCAS, TEXAS 75002

ENGINEER:
SPI
SCHAUMBURG & POLK, INC.
BEAUMONT | HOUSTON | RICHARDSON
KYLE | PORT ARTHUR | TERRELL | TYLER
2201 N. CENTRAL EXPRESSWAY
SUITE 205
RICHARDSON, TEXAS 75080
Firm Registration No. F-520

GENERAL NOTES:

1. It is the CONTRACTOR's responsibility to maintain neat and accurate plans of record.
2. The CONTRACTOR is responsible for maintaining adequate site drainage throughout the duration of this project.
3. The CONTRACTOR is responsible for obtaining all necessary permits and approvals before construction begins.
4. The CONTRACTOR shall replace all fence removed during construction in as good as or better condition than before construction.
5. The CONTRACTOR shall take all necessary precautions to ensure that electric power and telephone poles are either moved to a safe location by the affected utility company or not disturbed during construction. All costs incurred for moving electric power and telephone poles shall be included in the price bid for the construction of the project.
6. The CONTRACTOR shall restore all property including driveways, public streets, sidewalks, public utilities, franchise utilities, private utilities, and all other improvements removed or damaged inside and outside the project limits during construction to as good as or better condition than before construction. Restoration shall be made immediately after the property no longer interferes with construction. All costs incurred for restoring any of the above items shall be included in the price bid for the construction of the project.
7. The information shown on these drawings concerning type and location of underground and other utilities is not guaranteed to be accurate or all-inclusive. The CONTRACTOR is responsible for making his own determinations as to the type and location of underground utilities and other utilities as may be necessary to avoid damage thereto.
8. The CONTRACTOR shall not place fill or waste material on any private property without prior written permission from the ENGINEER. No excess excavated material shall be deposited in low areas or along natural drainage ways that will restrict the natural flow of water. If the CONTRACTOR places excavated material in low areas that will cause flood damage, CONTRACTOR will be responsible for all damage resulting from such fill, and he shall remove the fill at CONTRACTOR's expense.
9. All streets within the scope of the Contract shall be kept accessible to fire trucks, ambulances and other emergency vehicles.
10. The CONTRACTOR shall be responsible for public safety during the duration of construction. All barricades, warning signs, lights, devices, etc., for the guidance and protection of traffic and pedestrians must conform to the installation shown in 1980 Texas Manual of Uniform Traffic Control Devices, as currently amended by the Texas Department of Transportation. CONTRACTOR shall at all times provide barricades, warning signs and lighting adequate to safeguard the public from any hazards resulting from open trenches during non-work hours.
11. Filter fabric fence for erosion control shall be provided in accordance with specifications and as shown on the plans and in accordance with the EPA regulations.
12. The CONTRACTOR shall use the public right-of-ways and existing utility easements for access to the job site.
13. The CONTRACTOR shall select the subcontractor to be utilized for testing and lab work. The CONTRACTOR shall be responsible for paying for testing and lab work. Selection of subcontractor for this purpose will be subject to approval by the OWNER. Testing referred to herein includes compaction, water pressure testing, concrete testing, etc, which shall be required on this project.
14. The CONTRACTOR shall keep excavated trenches free of groundwater during construction. If necessary, the CONTRACTOR shall utilize dewatering procedures in order to control groundwater during construction such that it does not affect his construction work.
15. The CONTRACTOR shall provide means for adequately controlling and avoiding soil erosion during construction. The CONTRACTOR shall not store spoil in drainage ways during construction.
16. All disturbed earth areas are to be finish graded to original or proposed contours, fertilized and either hydromulched with bermuda seed or covered with black sod according to NCTCOG specifications immediately after construction. Backfill to be select material free of rock and other debris. CONTRACTOR shall thoroughly water the hydromulch or black sod immediately after placement. Black sod shall match the existing type of grass on a case by case basis. There shall be no separate pay for matching each type of grass. The CONTRACTOR shall also be responsible for continued maintenance and watering of the newly hydromulched or sodded areas until the entire project is completed and accepted by the City of Lucas. Watering of the bermuda hydromulch or black sod shall be done in a manner and quantity as directed by City of Lucas field representative.
17. No existing sprinkler/irrigations systems have been shown on the plans; however, they may exist in certain areas. It is the CONTRACTOR's responsibility to locate any existing irrigation systems within the project limits and determine if they will be affected by this construction. If CONTRACTOR encounters any sprinkler systems during construction, he shall repair and/or replace in as good as or better condition than before construction. All costs incurred for restoring any sprinkler/irrigation systems shall be included in the price bid for the construction of the project.
18. The CONTRACTOR shall maintain adequate sanitary facilities for use by workers throughout construction.
19. The CONTRACTOR shall conform to the Occupational Safety and Health Administration's (OSHA) standards for trench safety that are in effect during the period of construction.
20. All materials and workmanship shall conform to the City of Lucas Standards and Specifications and the North Central Texas Council of Government (NCTCOG) Standards and Specifications, except as noted. In the event of a conflict, the City of Lucas Standards and Specifications shall govern.
21. No existing trees shall be removed without approval of the City of Lucas.
22. CONTRACTOR shall provide all necessary construction staking.
23. CONTRACTOR's working hours shall be in accordance with the provisions of the current City Ordinance governing hours of construction work in the City.
24. The CONTRACTOR shall assume responsibility for protection of public utilities in the construction of this project. All manholes, valve boxes, fire hydrants, etc., must be adjusted to proper line and grade by the CONTRACTOR prior to and/or after placing any permanent paving. The CONTRACTOR shall also be responsible for support of existing utility poles, street signs, etc., when excavating in the vicinity of such poles.
25. Any driveway and culvert affected by construction shall be replaced with driveway and culvert of same type material and surface as that damaged during construction. All costs incurred for removing and replacing driveway and/or driveway culvert shall be included in the price bid for the construction of the project.

GENERAL NOTES CONT'D.:

26. All existing water lines to remain in service during construction. At times when water has to be cut-off, the CONTRACTOR shall coordinate with the City of Lucas at least 48 hours prior to water cut-off. Excludes weekends and holidays for the 48 hour notice.
27. Proposed water lines shall be polyvinyl chloride (PVC) AWWA C900 or AWWA C905, as applicable.
28. CONTRACTOR shall install isolation gate valves at locations shown on plans unless otherwise directed by OWNER. OWNER may direct CONTRACTOR to locate valves at locations other than those shown on plans. Also, OWNER may add additional isolation gate valves as required for operational purposes.
29. The CONTRACTOR is responsible for keeping streets, parking areas, sidewalks, etc., adjacent to the project free of mud and debris from construction.
30. The City of Lucas Public Works Department is to be notified 48 hours (2 working days) prior to any construction.
31. Arrangements for construction water shall be made through the City of Lucas.
32. All locations of underground utility lines are approximate. CONTRACTOR shall contact the proper utility companies at least 48 hours prior to construction, shall inform them of beginning of construction and shall make arrangements to have utilities located by flagging. Flagging of utilities shall be completed prior to beginning construction.
33. PVC pipe shall be manufactured from a low filler PVC component capable of meeting the highest performance standards of the ASTM specifications.
34. Construction sites shall be secure at all times. Safety precautions shall be taken to protect the public from any injury which might result from construction activities.
35. As part of bid item, "EROSION CONTROL", the CONTRACTOR shall be responsible for implementing any and all erosion control measures as needed to control runoff of siltation from the project site. This shall include, but is not limited to, silt fencing, rock berms, etc. The CONTRACTOR shall maintain these erosion control measures as required until the construction is completed and sod and seeding has been placed over disturbed areas.
36. CONTRACTOR shall expose each existing pipeline to which a proposed pipeline will be connected and shall verify the horizontal and vertical location of the existing pipeline prior to the installation of the proposed pipeline.
37. Proposed water line shall have a minimum cover as shown in plans.
38. The fittings for the proposed water line shall be AWWA C153 compact fittings.
39. All materials furnished and installed on this project shall be domestic materials and shall be in compliance with the appropriate AWWA Standards for such items.
40. Hydromulch or black sodding shall be installed to match surrounding areas where the ground is disturbed in the construction area. City reserves the right to provide direction with regard to areas to be hydromulched or sodded. The CONTRACTOR will receive payment only for the square yards of area actually hydromulched or sodded in the construction area.
41. If any conflicts with other utilities occur during the construction activities, the CONTRACTOR shall immediately notify the City's representative and shall make adjustments as necessary with City's concurrence.
42. No connections to other City water lines shall be made on Fridays or the day before a holiday for tie-ins.
43. CONTRACTOR is responsible for locating all existing buried lines. Locations of pipelines shown on the plans are approximate and are to the best knowledge of the engineer. CONTRACTOR will make all repairs to existing lines damaged during construction work and will have materials on hand to make such repairs.
44. CONTRACTOR shall take the existing water lines out of service and abandon in place once all service connections are changed over. CONTRACTOR shall cut and plug existing water lines in a sufficient manner to prevent loss of water.
45. Mega-lugs shall be furnished and installed on all bends, valves, joints, and other fittings that are required for the proposed water line.
46. A 3M locator type 1266 shall be furnished and installed no deeper than 4 feet by the CONTRACTOR beside all valves and above all bends on the proposed water lines.
47. CONTRACTOR shall furnish and install a tracer wire that is compatible with and will allow detection by radio detection corporation's digital PXL-2 pipe locator. The tracer wire shall be installed just above the proposed water lines and throughout the length of the water lines. The tracer wire shall be minimum 14 gauge wire. All water lines are required to have tracer wire. The water lines must also have water burial tape placed on top of the 12" of embedment.
48. Tracer wire access points must be installed at every water line valve and poured into the concrete valve pads for easy access. These cannot be placed inside the valve stacks. Tracer wire access point by SnakeBit Access Point by Copperhead Industries or approved equal.
49. Water lines will be pressure tested at 160 psi for two hours. No drop in pressure will be accepted.
50. Only City of Lucas personnel are authorized to operate any valves in the active water distribution system. Any violation of this rule may result in corrective actions or fines, if applicable.
51. If the CONTRACTOR excavates a trench for proposed water lines to a depth requiring a trench safety plan, CONTRACTOR shall provide a trench safety plan prepared and sealed by a licensed engineer, which shall be in conformance with OSHA requirements. CONTRACTOR shall provide trench safety during construction per the trench safety plan when and where it is required as a result of OSHA requirements, job conditions, site conditions, or soil conditions.
52. Structural design of foundation for proposed ground storage tank shall be provided by the CONTRACTOR. The structural design shall be done and sealed by a licensed structural engineer. General structural notes for the project are included in the specifications.
53. The tank structure and tank foundation shall be designed by the CONTRACTOR. Shop drawings, including the design calculations, shall be submitted in order that the tank foundation design can be verified. The submitted calculations shall clearly and specifically designate the vertical and lateral loads.
54. The CONTRACTOR shall rough grade the area as he deems necessary to facilitate access and proper construction of the tank and its foundation. Any slope shaping and rough grading shall be in accordance with all prevailing OSHA Standards and Requirements.
55. There is no separate pay resulting from any of the work required as a result of the requirements included in these general notes, unless otherwise noted. All work required shall be included in the unit price bid for the project.

GENERAL TRAFFIC CONTROL NOTES

1. All temporary signs, markings, cones, channelizing devices, warning lights and barricades shall be in accordance with the current State of Texas Manual on Uniform Traffic Control Devices (MUTCD).
2. Type "A" warning lights shall be placed on all advance warning signs. In addition, flags shall be placed on all advance warning signs that detain traffic.
3. Advance warning signs shall not be displayed more than forty-eight (48) hours before physical construction begins. Signs may be erected up to one week before needed, if the sign face is fully covered.
4. Use of barricades, portable barrier rails, vertical panels, and drums shall be limited to the immediate areas of construction where a hazard is present. These devices shall not be stored along the roadway within thirty (30) feet of the edge of the traveled way before or after use unless protected by guardrail, bridge rail, and/or barriers installed for other purposes. These devices shall be removed from the construction work zone when the City of Lucas determines they are no longer needed. Where there is insufficient right-of-way to provide for this thirty (30) foot setback, the City of Lucas shall approve alternate locations.
5. The posted speed for warning signage is to be determined at the site by the City of Lucas.
6. Reduced speed warning signage should be placed prior to and at regular intervals within the construction zone.
7. As part of the bid item, "Construction Barricading/Signing/Traffic Control," the CONTRACTOR is required to submit a traffic control plan for construction a minimum of 3 days prior to construction. These plans are to be reviewed and approved by the City of Lucas prior to construction.
8. The CONTRACTOR shall accommodate existing traffic during construction and shall maintain at least one open lane of traffic at all times. Use of barricades, vertical panels, etc. shall be required and shall be considered subsidiary to "Construction Barricading/Signing/Traffic Control".
9. CONTRACTOR shall be required to place temporary pavement markings needed to maintain traffic in a safe and efficient manner after removal of existing markings. These temporary markings shall not be paid for separately but shall be considered subsidiary to "CONSTRUCTION BARRICADING/ SIGNING/TRAFFIC CONTROL".

CONSTRUCTION SEQUENCE:

1. Existing water lines shall remain in service until all new water lines are installed and ready for service. Once new water lines are all installed and ready for service, new water lines shall be placed in service and existing water lines shall be abandoned.

NTMWD NOTES:

1. Operation of heavy earth moving equipment, compaction equipment or heavy construction equipment, such as concrete trucks, shall be restricted to specific crossing points across NTMWD water lines. The crossings shall be designated and verified to provide a minimum of five feet of cover.
2. To assure that placing of significant loads over the NTMWD pipeline does not damage the existing pipeline, no materials shall be stockpiled on the NTMWD easement without authorization from the NTMWD. If the CONTRACTOR desires to use NTMWD's easement for stockpile of materials, contact NTMWD Engineering at (972) 442-5409 so your plans for use of NTMWD's easement can be reviewed.
3. Unless otherwise shown or required a minimum of one-foot clearance shall be provided for all utilities crossing the NTMWD pipelines.
4. The CONTRACTOR shall contact NTMWD Engineering at (972) 442-5404 at least 48 hours prior to performing any work in the vicinity of the NTMWD facilities.
5. For open cut where crossing under the NTMWD pipeline, within ten feet either side of centerline of pipeline, the trench width shall be limited to four-foot with vertical walls, no sloping banks and with the appropriate trench safety. The entire excavation within the limits noted above shall be backfilled with sand to one-foot above top of NTMWD pipeline. One foot minimum vertical clearance is required between NTMWD pipeline and proposed utilities.
6. A minimum of two-foot horizontal and one-foot vertical clearance is required between proposed water lines and NTMWD pipelines.
7. Water lines crossing the NTMWD water lines shall be installed in compliance with the Rules and Regulations for Public Water Systems Paragraph 290.44 (e), Location of Water Lines.



WATER SYSTEM IMPROVEMENTS
McGARTY 0.9 MILLION GALLON
GROUND STORAGE TANK
PROJECT GENERAL NOTES
CITY OF LUCAS

REVISION	DATE	NO.

SCALE:
NO SCALE

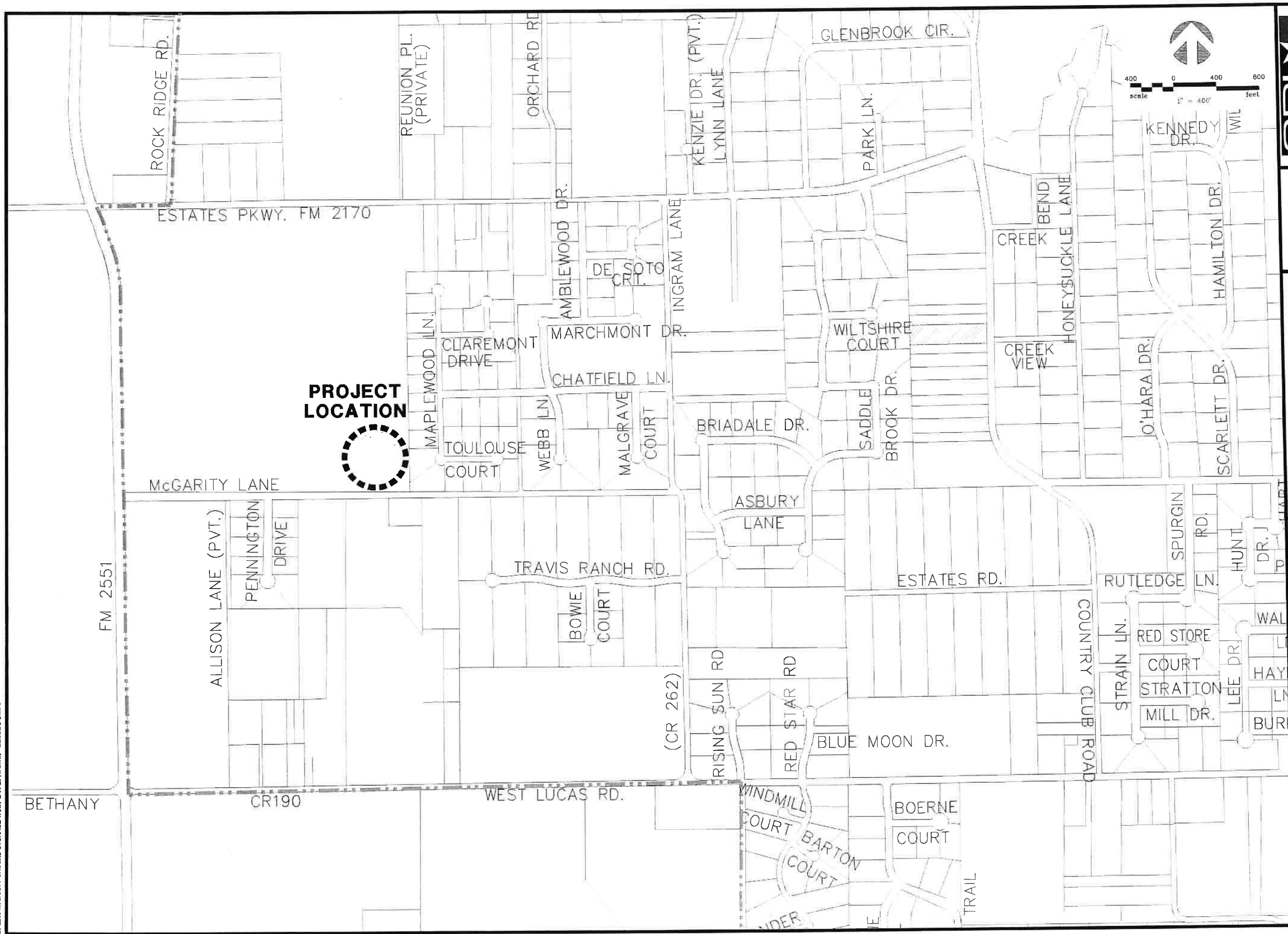
DATE:
JULY 2026

DRAWN BY:
SPI

REVIEWED BY:
MRB

PROJECT NO:
25-2208

SHEET NO:
2 OF 13





SPI
SCHAUMBURG & POLK, INC.
BEAUMONT/HOUSTON/RICHARDSON
KYLE/PORT ARTHUR/TERRILL/TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
RICHARDSON, TEXAS 75080
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-520



MICHAEL R. BURGE
41290
REGISTERED PROFESSIONAL ENGINEER
7-23-26

WATER SYSTEM IMPROVEMENTS
McGARITY 0.9 MILLION GALLON
GROUND STORAGE TANK
PROJECT LOCATION MAP
CITY OF LUCAS

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SCALE:
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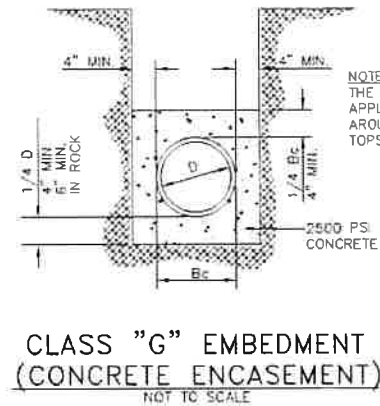
DATE:
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25-2208

SHEET NO:
3 OF 13

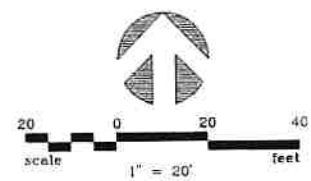
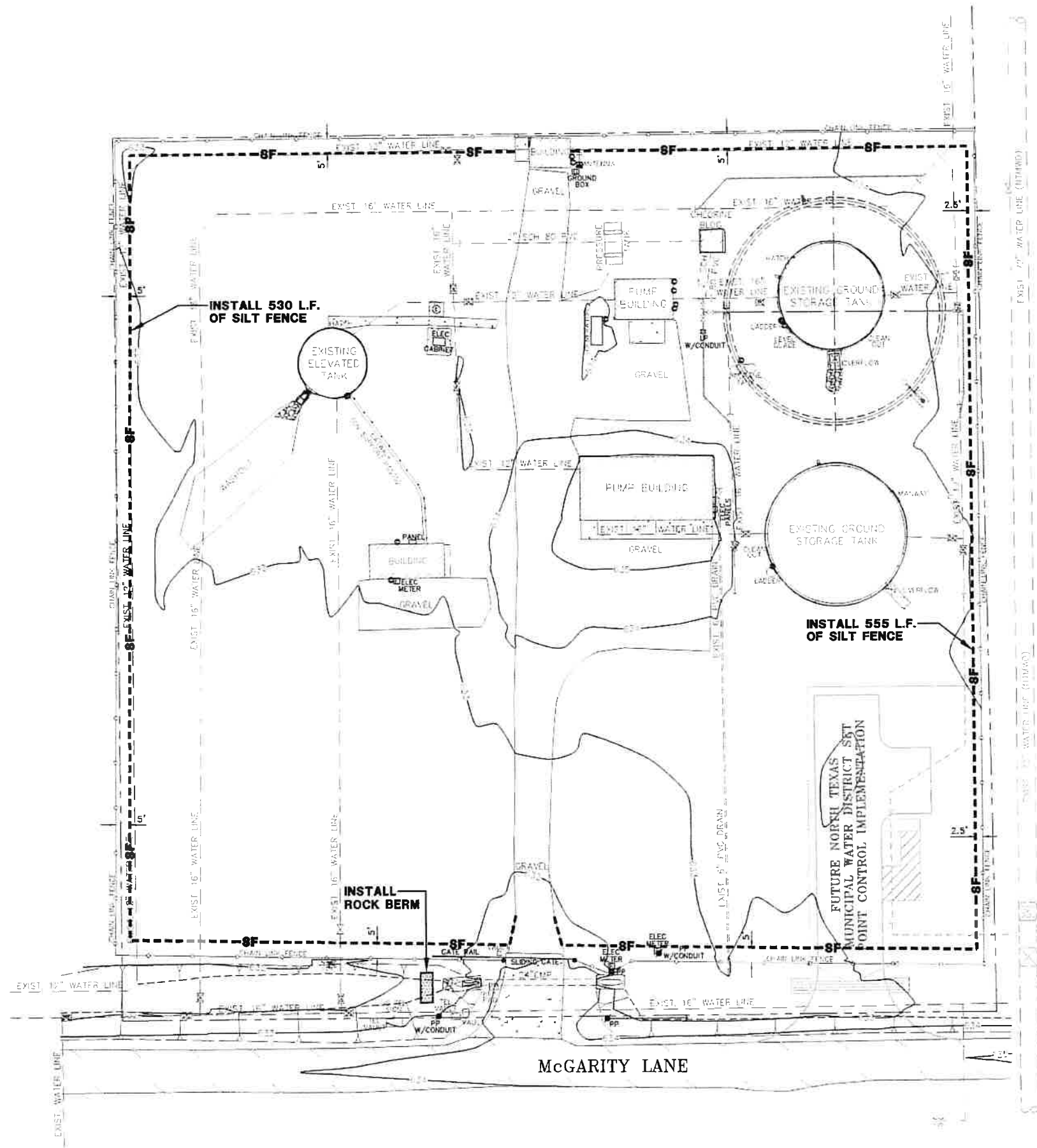


CLASS "G" EMBEDMENT
(CONCRETE ENCASEMENT)

BURIED VALVE DETAIL
NOT TO SCALE



1. THE ABOVE TABLE IS BASED ON 2000 PSF SOIL BEARING CAPACITY AND FOR A TEST PRESSURE OF 150 P.S.I.
2. CONCRETE FOR THRUST BLOCKING SHALL BE 2000 PSI CONCRETE.
3. VERTICAL BEND THRUST BLOCKING SHALL HAVE REINFORCING BARS NO. 4 AT 12" C-C
4. ALL BEARING SURFACES OF THRUST BLOCKS SHALL BE POLISHED AGAINST UNDISTURBED EARTH.
5. ALL THRUST BLOCKING SHALL BE AS INDICATED OR AS PER THE MANUFACTURER'S SPECIFICATIONS.



LEGEND:

--SF--	SILT FENCE
[Pattern]	ROCK BERM

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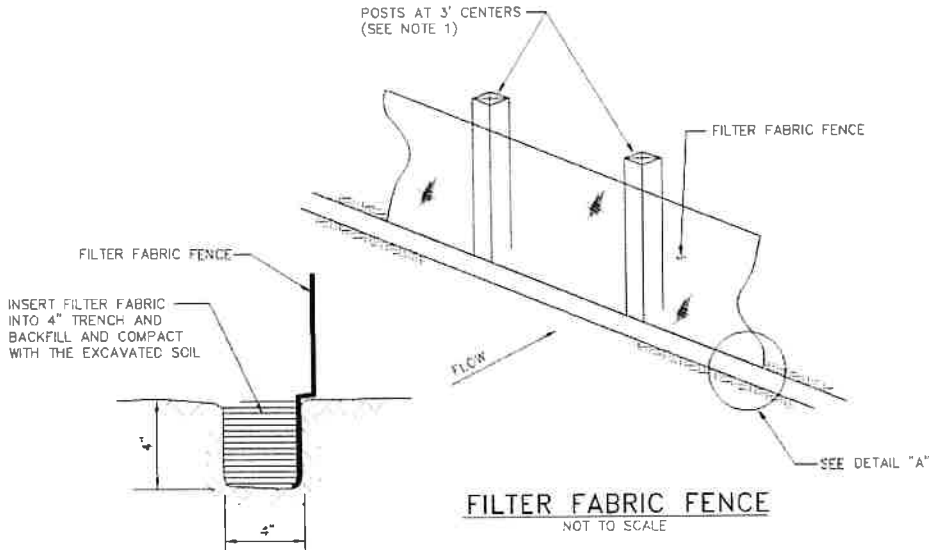
WATER SYSTEM IMPROVEMENTS
McGARITY 0.9 MILLION GALLON
GROUND STORAGE TANK
EROSION CONTROL PLAN
CITY OF LUCAS



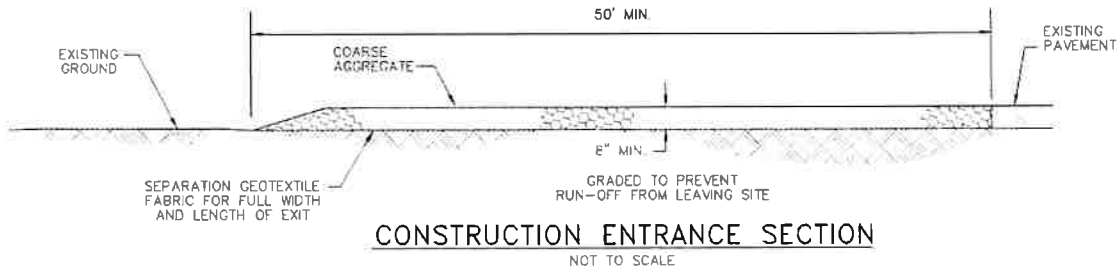
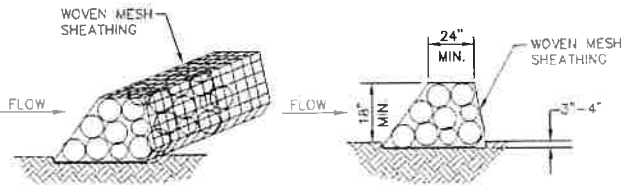
SPI
SCHALMBURG & POLK, INC.
SCHALMBURG | HOUSTON | RICHARDSON
KYLE | FORT ARLIN | TERRELL | TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
Richardson, Texas 75080
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-520

EROSION CONTROL NOTES:

- 1. EROSION CONTROL DEVICES AS SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBING ACTIVITIES ON THE PROJECT.
- 2. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT. CHANGES ARE TO BE APPROVED BEFORE CONSTRUCTION BY THE DESIGN ENGINEER AND CITY OF LUCAS.
- 3. IF THE EROSION CONTROL PLANS AS APPROVED CANNOT CONTROL EROSION AND OFF-SITE SEDIMENTATION FROM THE PROJECT, THE EROSION CONTROL PLAN WILL BE REQUIRED TO BE REVISED AND/OR ADDITIONAL EROSION CONTROL DEVICES WILL BE REQUIRED ON SITE.
- 4. IF OFF-SITE SOIL BORROW OR SPOIL SITES ARE USED IN CONJUNCTION WITH THIS PROJECT, THIS INFORMATION SHALL BE DISCLOSED AND SHOWN ON THE EROSION CONTROL PLAN. STAGING, BORROW, AND SPOIL AREAS (INCLUDING THOSE LOCATED OFF-SITE) ARE CONSIDERED A PART OF THE PROJECT SITE AND THEREFORE SHALL COMPLY WITH THE CITY OF LUCAS'S EROSION CONTROL REQUIREMENTS. PERIMETER CONTROLS WILL BE PROVIDED BY THE CONTRACTOR FOR THESE AREAS. THEY SHALL BE STABILIZED WITH PERMANENT GROUND COVER PRIOR TO FINAL APPROVAL OF THE PROJECT.
- 5. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED WEEKLY BY THE CONTRACTOR AND AFTER ALL MAJOR RAIN EVENTS. ANY DEVICES THAT ARE DAMAGED OR DISPLACED WILL BE RESTORED (NO SEPARATE PAY).
- 6. ALL NON-IMPERVIOUS AREAS AFTER CONSTRUCTION SHALL BE COVERED WITH SOD OR LANDSCAPED IN ACCORDANCE WITH THE LANDSCAPE DRAWINGS. ALL OTHER REMAINING AREAS SHALL BE HYDROMULCHED OR COVERED WITH CURLEX BLANKET (WHERE SHOWN) AND MAINTAINED UNTIL ESTABLISHED.
- 7. TEMPORARY STONE STABILIZED CONSTRUCTION ENTRANCE SHALL HAVE THE FOLLOWING MINIMUM DIMENSIONS (UNLESS OTHERWISE SHOWN): 25' WIDE X 50' LONG X 8" DEEP. (3"-5" COURSE AGGREGATE). PLACE FILTER FABRIC UNDER STONE PER MCTCOG ITEM 2.23.3.
- 8. THE STABILIZED CONSTRUCTION ENTRANCE IS TO BE USED AS A VEHICLE WASH DOWN AREA FOR DEBRIS AND SOIL REMOVAL PRIOR TO EXITING THE SITE. THIS STABILIZED ENTRANCE SHALL BE TOP DRESSED WITH ADDITIONAL STONE AS NECESSARY. LOCATION OF STABILIZED ENTRANCE MAY BE MODIFIED IF APPROVED BY CITY OF LUCAS AND THE DESIGN ENGINEER.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE, AS THE ENTITY EXERCISING OPERATIONAL CONTROL, FOR ALL PERMITTING AS REQUIRED BY THE EPA/TCEQ. THIS INCLUDES, BUT IS NOT LIMITED TO, MEETING ALL REQUIREMENTS OF TPDES GENERAL PERMIT TXR150000 AND PAYMENT OF ALL ASSOCIATED FEES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SMALL CONSTRUCTION PERMIT THROUGH TCEQ, IF REQUIRED.
- 11. IT IS VERY IMPORTANT THAT MUD AND OTHER DEBRIS BE KEPT OFF ALL ROADS. CONTRACTOR SHALL IMMEDIATELY REMOVE ANY MUD AND DEBRIS DEPOSITED ON ROADS.
- 12. CONTRACTOR WILL REPLACE ANY EROSION CONTROL DEVICES THAT ARE DAMAGED AND/OR DISPLACED DURING CONSTRUCTION (NO SEPARATE PAY).



- NOTES:
- 1. IF FACTORY PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POSTS MAY INCREASE TO 8' MAXIMUM.
 - 2. FILTER FABRIC SHALL BE AS PER ASTM D4833.
 - 3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, PROVIDE 6" OF OVERLAP AT THE POST AND FOLD.



CONSTRUCTION ENTRANCE NOTES:

- 1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET, UNLESS OTHERWISE SHOWN.
- 2. THICKNESS SHALL NOT BE LESS THAN 8 INCHES.
- 3. WIDTH SHALL NOT BE LESS THAN 25 FEET, UNLESS OTHERWISE SHOWN.
- 4. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION ENTRANCE, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
- 5. STABILIZED CONSTRUCTION ENTRANCES ARE REQUIRED FOR ANY STAGING, BORROW, AND SPOIL AREAS.

SPI
SCHAUMBURG & POLK, INC.
BEAUMONT HOUSTON RICHARDSON
KYLE | PORT ARTHUR | TERRELL | TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
Richardson, Texas 75080
(972) 864-8200 (F) 864-8220 (P)
Firm Registration No. F520



WATER SYSTEM IMPROVEMENTS
McGARTY 0.9 MILLION GALLON
GROUND STORAGE TANK
EROSION CONTROL NOTES AND DETAILS
CITY OF LUCAS

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SCALE:
NOT TO SCALE

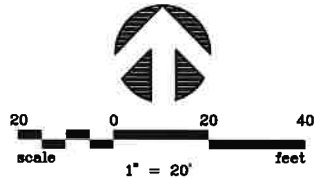
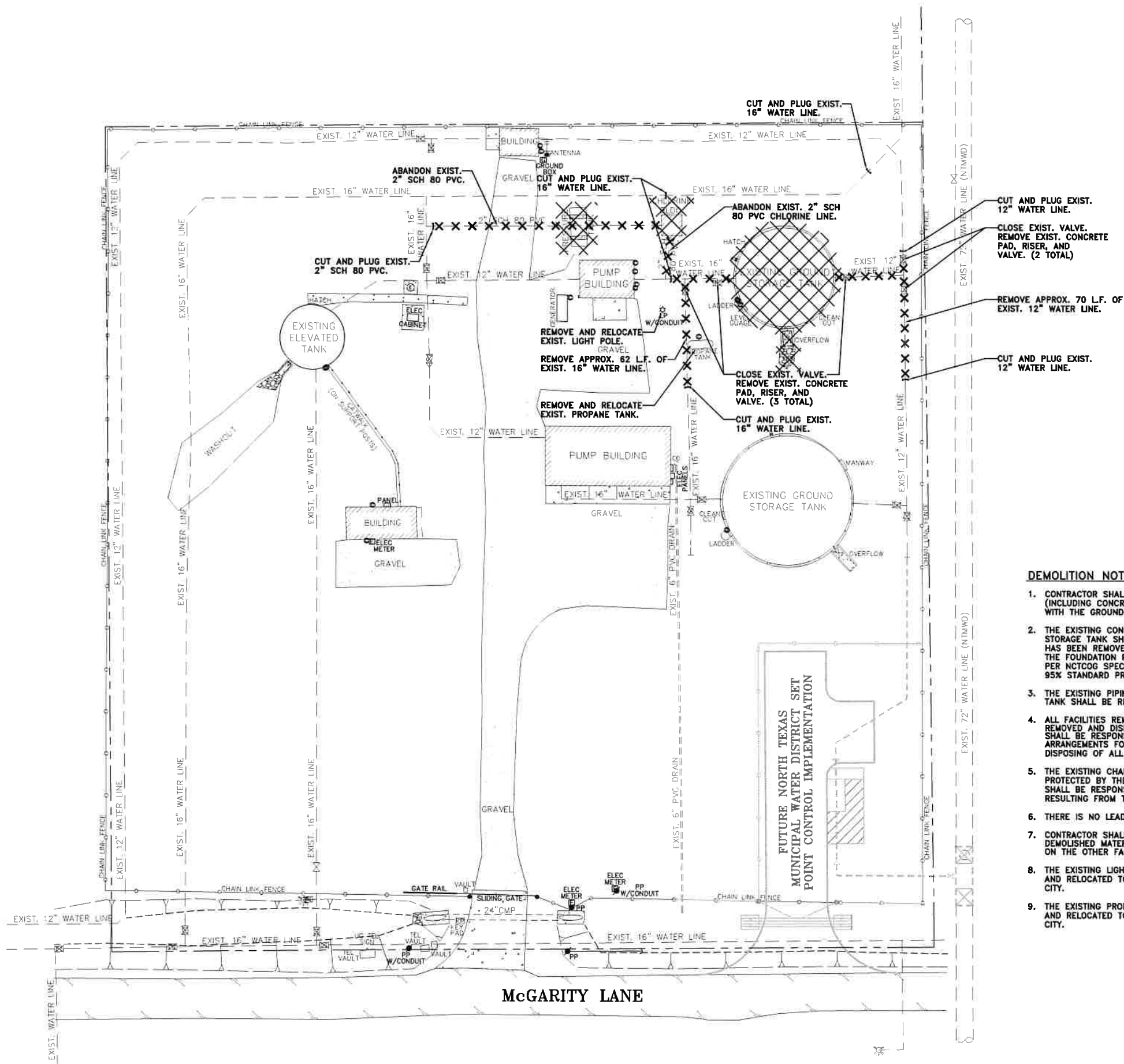
DATE:
JULY 2026

DRAWN BY:
SPI

REVIEWED BY:
MRB

PROJECT NO:
25-2208

SHEET NO:
6 OF 13



DEMOLITION NOTES:

1. CONTRACTOR SHALL REMOVE THE EXISTING GROUND STORAGE TANK (INCLUDING CONCRETE SPLASH PAD AND ALL APPURTENANCES ASSOCIATED WITH THE GROUND STORAGE TANK).
2. THE EXISTING CONCRETE FOUNDATION RING FOR THE EXISTING GROUND STORAGE TANK SHALL ALSO BE REMOVED. AFTER THE FOUNDATION RING HAS BEEN REMOVED, THE TRENCHES RESULTING FROM THE REMOVAL OF THE FOUNDATION RING SHALL BE BACKFILLED WITH STRUCTURAL BACKFILL PER NCTCOG SPECIFICATIONS AND BACKFILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
3. THE EXISTING PIPING ASSOCIATED WITH THE EXISTING GROUND STORAGE TANK SHALL BE REMOVED.
4. ALL FACILITIES REMOVED DURING THE DEMOLITION ACTIVITIES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR OFF-SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING THE DISPOSAL SITE, MAKING ARRANGEMENTS FOR DISPOSAL, AND PAYING ANY COSTS ASSOCIATED WITH DISPOSING OF ALL MATERIALS RESULTING FROM THE DEMOLITION PROCESS.
5. THE EXISTING CHAIN LINK FENCE SHALL NOT BE REMOVED AND SHALL BE PROTECTED BY THE CONTRACTOR DURING THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE CHAIN LINK FENCE RESULTING FROM THE DEMOLITION WORK.
6. THERE IS NO LEAD PAINT ON THE EXISTING GROUND STORAGE TANK.
7. CONTRACTOR SHALL CONDUCT THE DEMOLITION WORK AND REMOVAL OF DEMOLISHED MATERIALS IN SUCH A MANNER THAT THERE IS NO IMPACT ON THE OTHER FACILITIES AT THE SITE.
8. THE EXISTING LIGHT POLE AND ASSOCIATED WIRING SHALL BE REMOVED AND RELOCATED TO A NEW LOCATION ON THE SITE AS DIRECTED BY THE CITY.
9. THE EXISTING PROPANE TANK AND ASSOCIATED PIPING SHALL BE REMOVED AND RELOCATED TO A NEW LOCATION ON THE SITE AS DIRECTED BY THE CITY.

LEGEND:

DENOTES AREAS TO BE DEMOLISHED

EXISTING TO BE REMOVED

WATER SYSTEM IMPROVEMENTS
McGARITY 0.9 MILLION GALLON
GROUND STORAGE TANK
DEMOLITION PLAN
CITY OF LUCAS

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SCALE:
1" = 20'

DATE:
JULY 2026

DRAWN BY:
SPI

REVIEWED BY:
MRB

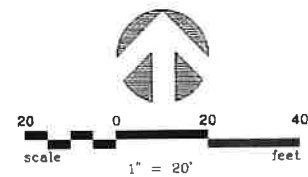
PROJECT NO:
25-2208

SHEET NO:
7 OF 13

SPI

SCHAUMBURG & POLK, INC.
BEAUMONT | HOUSTON | RICHARDSON
KYLE | FORT ARTHUR | TERRELL | TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
DALLAS, TEXAS 75206
(972) 864-9200 (T) (972) 864-9220 (F)
Firm Registration No. F-520

Michael R. Burge



PROP. GROUND STORAGE TANK
N = 7087033.7300
E = 2547171.1948

PROP. 12"
WATER LINE

PROP. OVERFLOW
PIPE AND STRUCTURE

CP#	NORTHING(Y)	EASTING(X)	ELEVATION(Z)	DESCRIPTION
2	7086790.9670	2547013.5050	633.49	1/2" I.R. W/CAP
3	7087071.6570	2547066.4800	633.63	1/2" I.R. W/CAP
13.14	7087019.8120	2547039.8940	633.70	SQUARE CUT

1. BEARINGS AND COORDINATES SHOWN ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 ON GRID COORDINATE VALUES, NO SCALE, NO PROJECTION.
2. BASIS FOR VERTICAL CONTROL IS NAVD 88.

!! CAUTION !!

THERE ARE EXISTING AND/OR PROPOSED UTILITIES IN PROJECT AREA. UTILITY INFORMATION SHOWN ON PLANS REPRESENTS APPROXIMATE LOCATIONS OF EXISTING UTILITIES AND IS NOT NECESSARILY ALL-INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT LOCATIONS OF ALL EXISTING UTILITIES AND SHALL BE REQUIRED TO PROTECT UTILITIES TO AVOID DAMAGE.

PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT TEXAS811 AND OTHERS AS REQUIRED TO LOCATE EXISTING UTILITIES.

CONTRACTOR SHALL ALSO CONTACT APPROPRIATE CITY UTILITY DEPARTMENT FOR FIELD LOCATES OF MUNICIPAL INFRASTRUCTURE 48 HOURS PRIOR TO CONSTRUCTION.

SPI★
SCHALMBURG & POLK, INC.
 BEAUMONT • HOUSTON • RICHARDSON
 KYLIE PORT ARTHUR • TERRELL • TYLER
 2201 N. CENTRAL EXPRESSWAY, SUITE 205
 RICHARDSON, TEXAS 75080
 (972) 864-9200 (T) (972) 864-8220 (F)
Firm Registration No. F-520



**WATER SYSTEM IMPROVEMENTS
McGARGITY 0.9 MILLION GALLON
GROUND STORAGE TANK**

SITE PLAN

CITY OF LUCAS

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SCALE:
1" = 20'

DATE:
JULY 2026

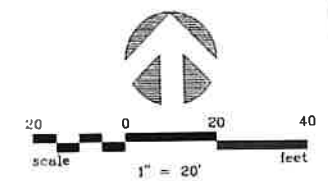
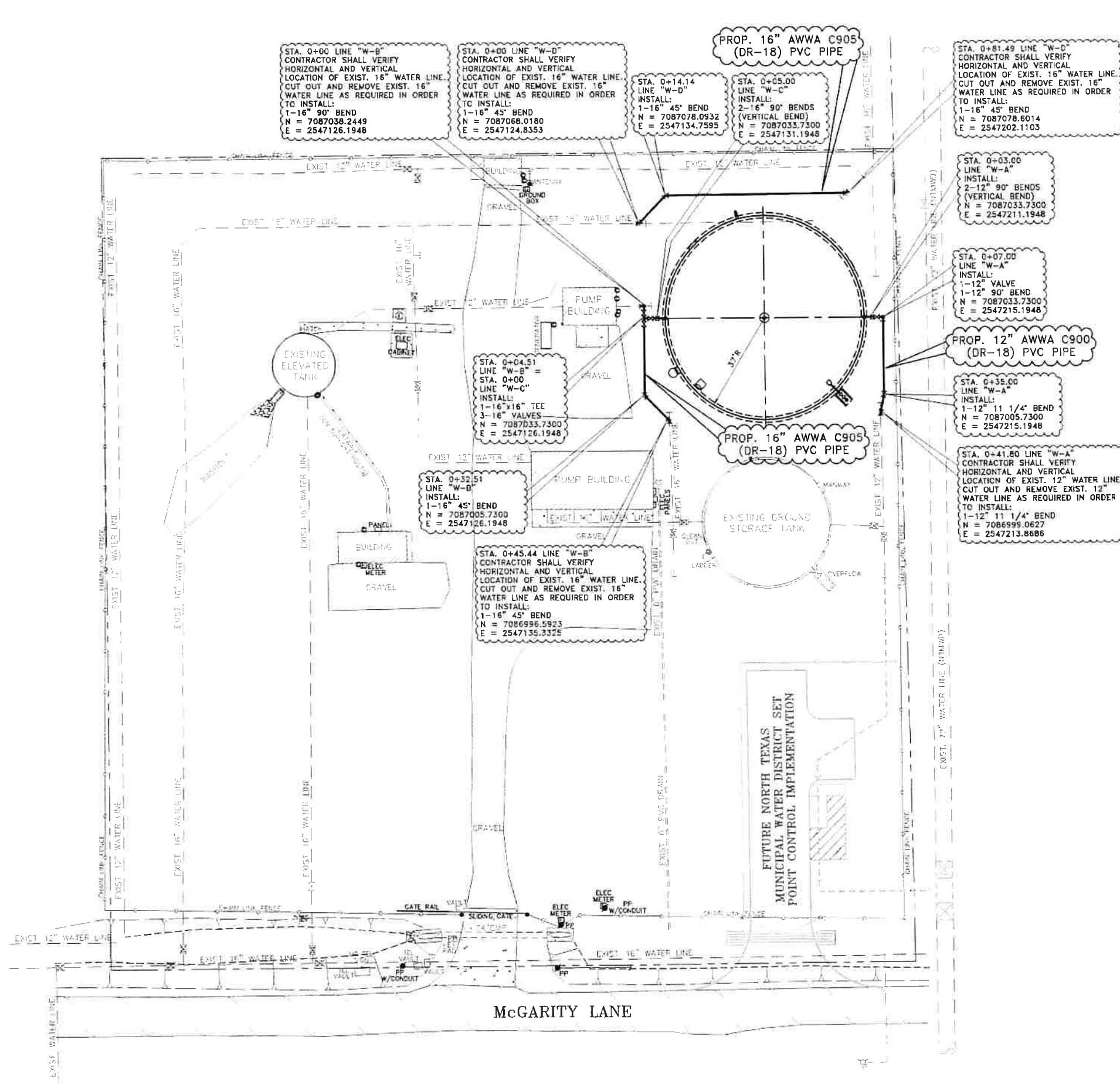
DRAWN BY
SPI

REVIEWED BY:
MRB

PROJECT NO.
25-2208

SHEET NO

8 OF 13



!! CAUTION !!
THERE ARE EXISTING AND/OR PROPOSED UTILITIES IN PROJECT AREA. UTILITY INFORMATION SHOWN ON PLANS REPRESENTS APPROXIMATE LOCATIONS OF EXISTING UTILITIES AND IS NOT NECESSARILY ALL-INCLUSIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT LOCATIONS OF ALL EXISTING UTILITIES AND SHALL BE REQUIRED TO PROTECT UTILITIES TO AVOID DAMAGE.

PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL CONTACT TEXAS811 AND OTHERS AS REQUIRED TO LOCATE EXISTING UTILITIES.

CONTRACTOR SHALL ALSO CONTACT APPROPRIATE CITY UTILITY DEPARTMENT FOR FIELD LOCATES OF MUNICIPAL INFRASTRUCTURE 48 HOURS PRIOR TO CONSTRUCTION.

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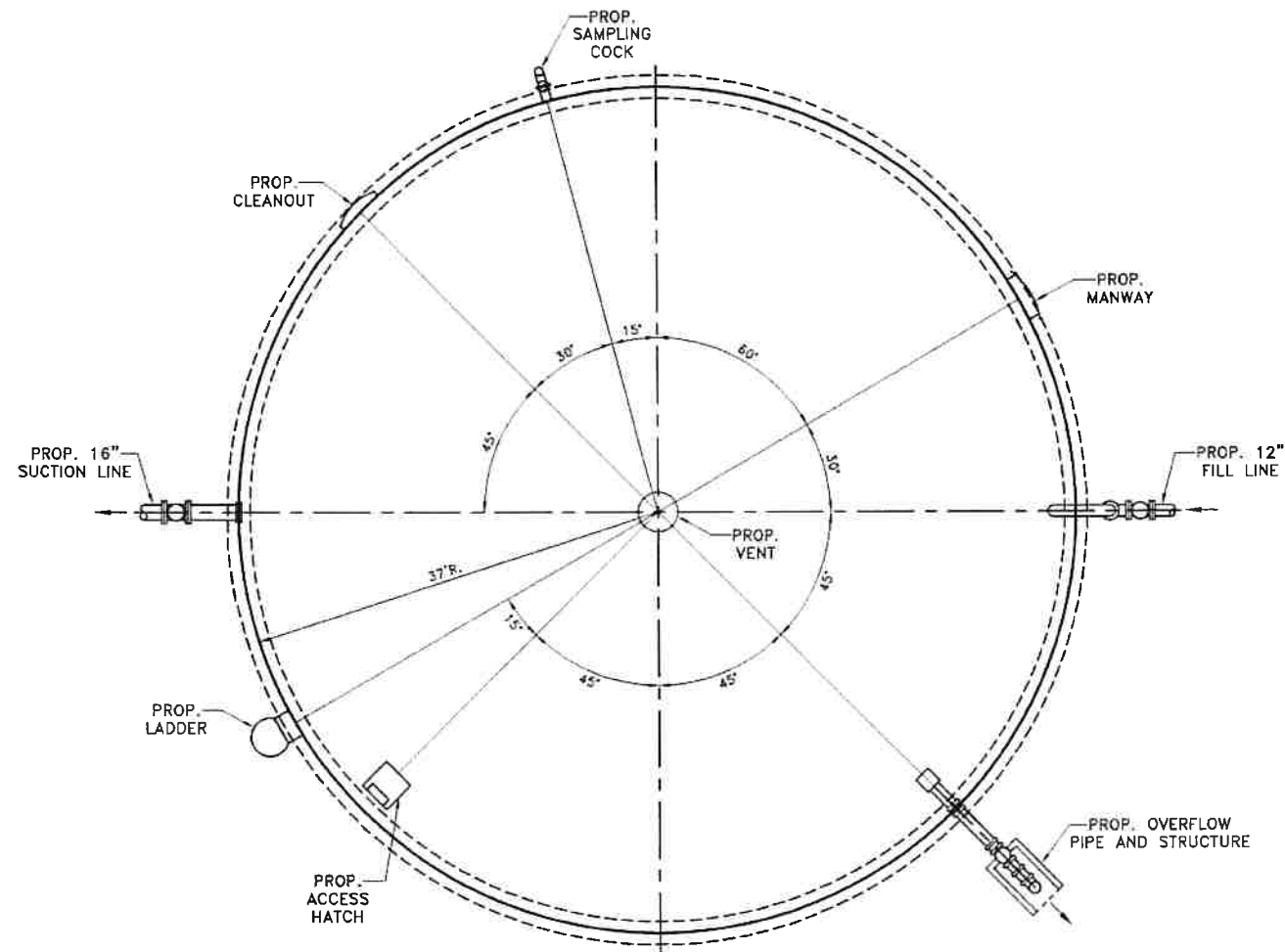
SCALE:	1" = 20'
DATE:	JULY 2026
DRAWN BY:	SPI
REVIEWED BY:	MRB
PROJECT NO:	25-2208
SHEET NO:	9 OF 13

SPI
SCHAUMBURG & POLK, INC.
BEAUMONT/HOUSTON/RICHARDSON
KYLE (PORT ARTHUR) TERRELL TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
RICHARDSON, TEXAS 75081
(972) 864-8200 (F) (972) 864-8220 (F)
Firm Registration No. F-520

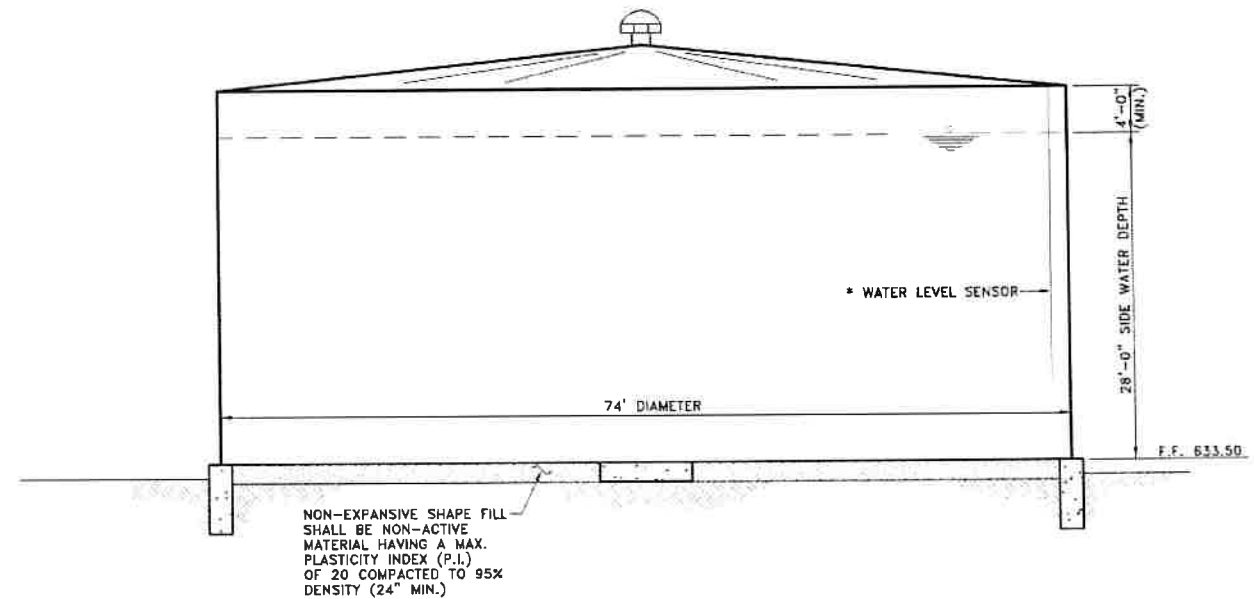


WATER SYSTEM IMPROVEMENTS
McGARITY 0.9 MILLION GALLON
GROUND STORAGE TANK
YARD PIPING PLAN
CITY OF LUCAS

25-2208 MCGARTY GROUND STORAGE TANK DWG. NAME: 2208TANKPLAN



PROPOSED GROUND STORAGE TANK - PLAN
NOT TO SCALE



PROPOSED GROUND STORAGE TANK - ELEVATION
NOT TO SCALE

NOTES:

1. PROPOSED TANK SHALL BE CONSTRUCTED AT ELEVATIONS SHOWN ON THIS SHEET.
2. TANK ACCESSORIES SHALL BE LOCATED ON TANK AS SHOWN ON THIS SHEET.
3. GROUND STORAGE TANK SHALL BE WELDED STEEL AS PER AWWA-D-100 AND PER STEEL DESIGN BY CONTRACTOR.
4. STRUCTURAL PER STRUCTURAL DESIGN BY CONTRACTOR.

SPI
SCHALMBURG & POLK, INC.
BEAUMONT | HOUSTON | RICHARDSON
KYLE | PORT ARTHUR | TERRELL | TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
RICHARDSON, TEXAS 75080
(972) 864-8200 (TX) (972) 864-8220 (FL)
Firm Registration No. F-520



WATER SYSTEM IMPROVEMENTS
McGARTY 0.9 MILLION GALLON
GROUND STORAGE TANK
GROUND STORAGE TANK - PLAN AND ELEVATION
CITY OF LUCAS

NO.	DATE	REVISION	REVIEWED
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SCALE:
NOT TO SCALE

DATE:
JULY 2026

DRAWN BY:
SPI

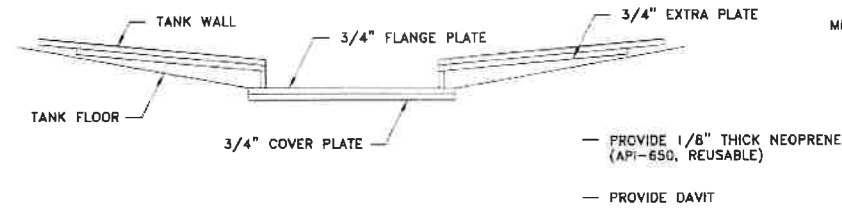
REVIEWED BY:
MRB

PROJECT NO:
25-2208

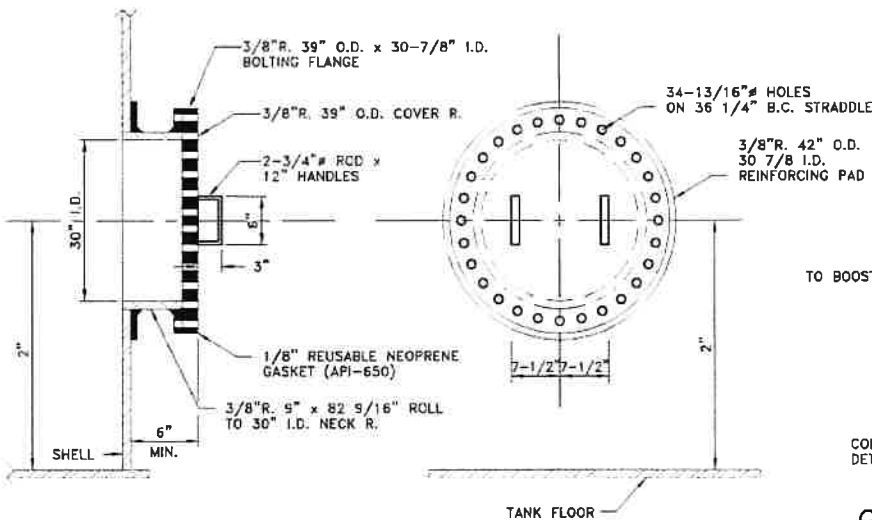
SHEET NO:

11 OF 13

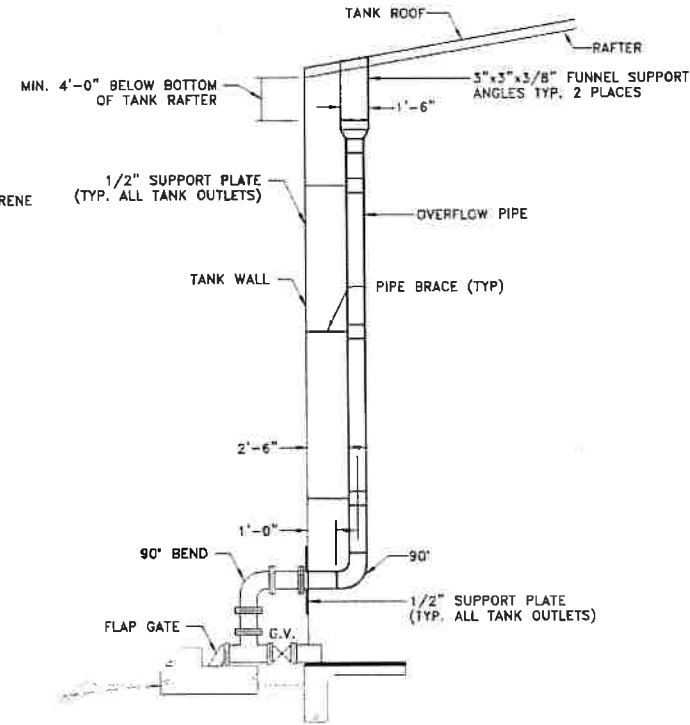
	B	H	W	L
30"x30"	30"	30"	84"	48"
48"x48"	48"	48"	125"	72"



FLUSH TYPE CLEANOUT DOOR DETAIL
(PER API 650)
NOT TO SCALE

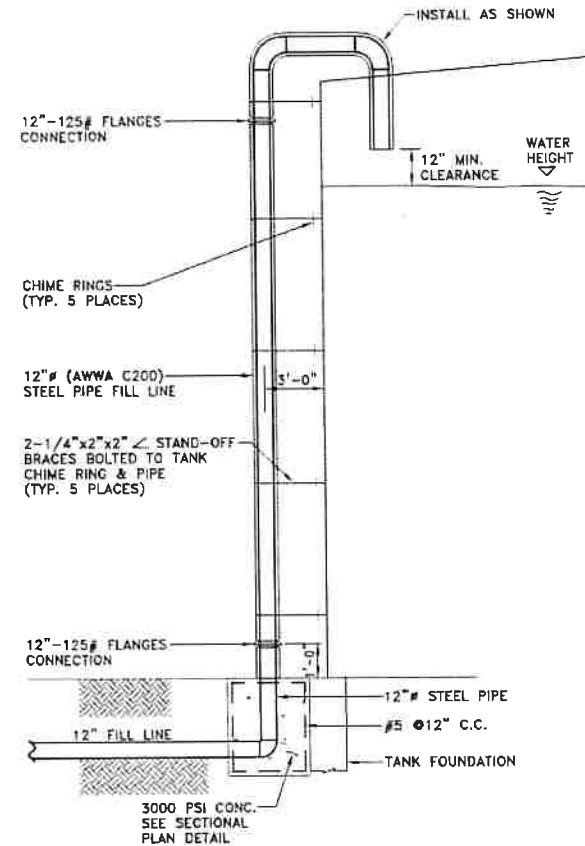


TANK MANWAY
NOT TO SCALE

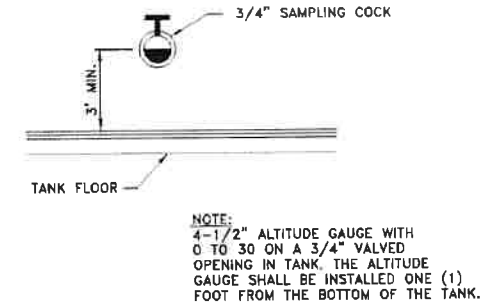


OVERFLOW AND DRAIN DETAIL
NOT TO SCALE

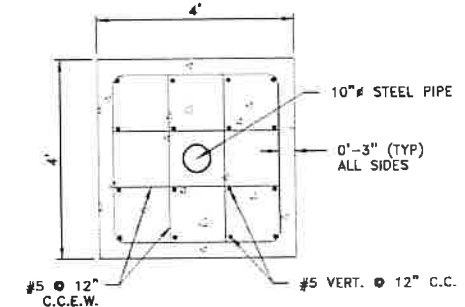
- NOTES:**
1. CONTRACTOR SHALL FURNISH AND INSTALL THE VENT, OVERFLOW PIPE, AND OVERFLOW WEIR IN ACCORDANCE WITH AWWA D110 SPECIFICATIONS. THE TANK SUPPLIER SHALL BE RESPONSIBLE FOR SIZING THE VENT, OVERFLOW PIPE, AND OVERFLOW WEIR BASED ON THE AWWA D110 SPECIFICATIONS.
 2. THE OVERFLOW PIPE SHALL BE APPROXIMATELY SIZED BY THE TANK SUPPLIER BASED ON A FILL RATE OF APPROXIMATELY 3500 GPM (MINIMUM SIZE OF OVERFLOW PIPE SHALL BE 10" DIAMETER).



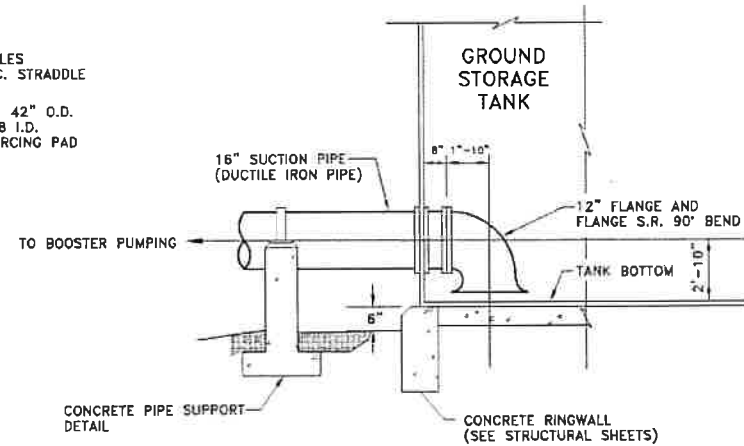
12" Ø FILL LINE CONNECTION SECTION DETAIL
NOT TO SCALE



SAMPLING COCK DETAIL
NOT TO SCALE

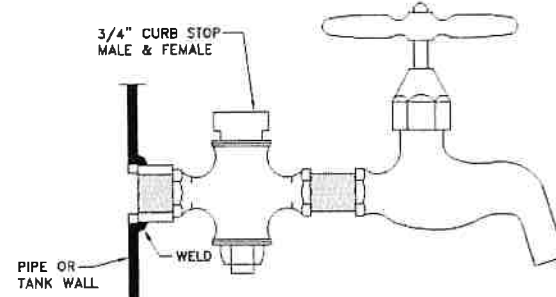


SECTIONAL PLAN
NOT TO SCALE



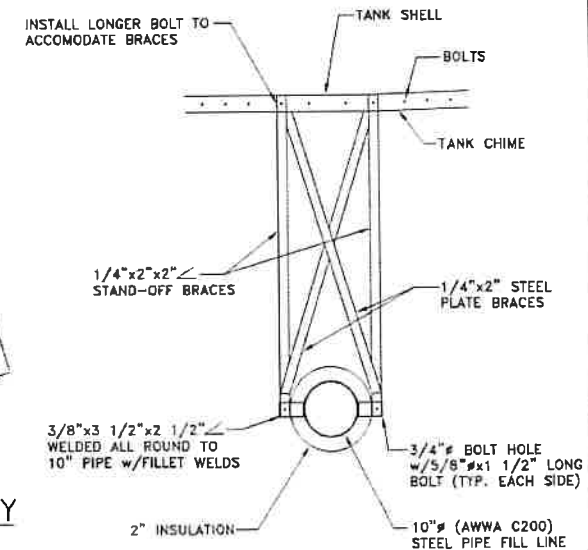
OUTLET CONNECTION (SUCTION PIPE) DETAIL
NOT TO SCALE

- NOTES:**
1. 16" SUCTION PIPE SHALL BE DUCTILE IRON PIPE (DIP) FROM PROPOSED TANK TO PROPOSED BURIED 16" PVC SUCTION LINE.
 2. TWO 90° DIP BENDS AND DIP SPOOL PIECES NECESSARY TO CONNECT TO PROPOSED PVC PIPE SHALL BE FURNISHED AND INSTALLED. PVC PIPE SHALL BE CONNECTED TO THE BURIED 90° BEND.



3/4" SAMPLING COCK ASSEMBLY
NOT TO SCALE

- NOTE:**
- SAMPLE COCK, CHROME PLATED THREADLESS HOSE BIB BURLINGTON MODEL 2001 O/E, MALE HOSE WITH PLAIN END AND 3/4" IPS THREAD INLET BRASS WITH CROME PLATING.



STAND-OFF BRACE DETAIL SECTION
NOT TO SCALE

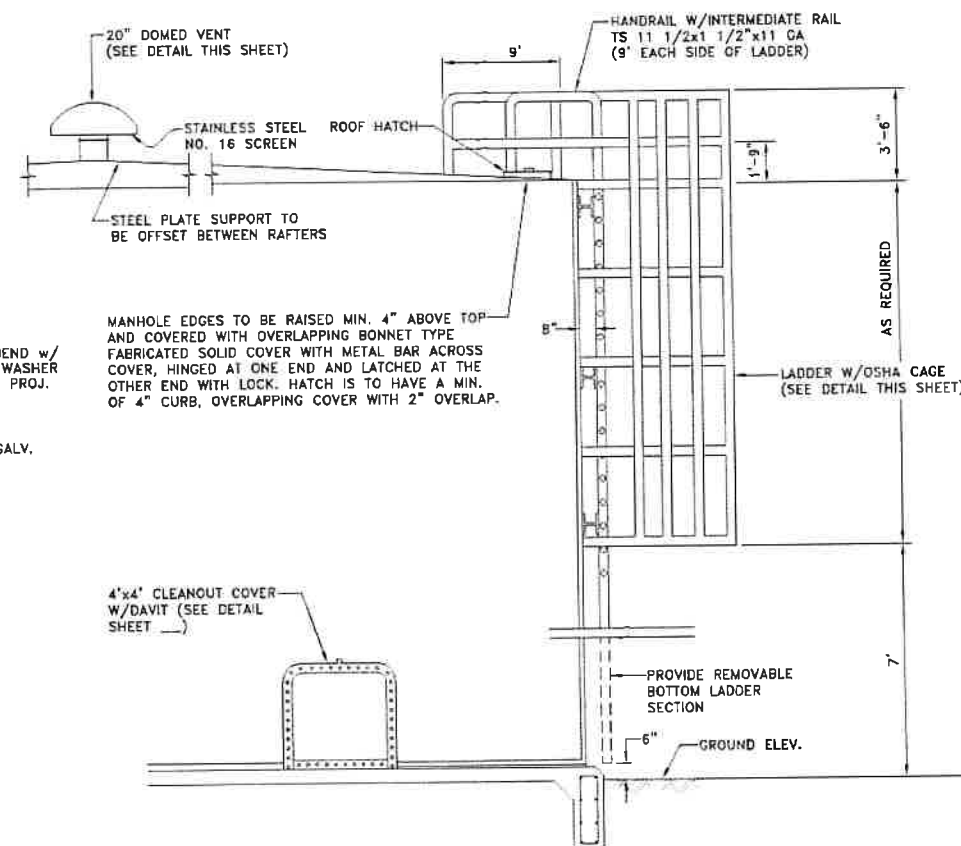
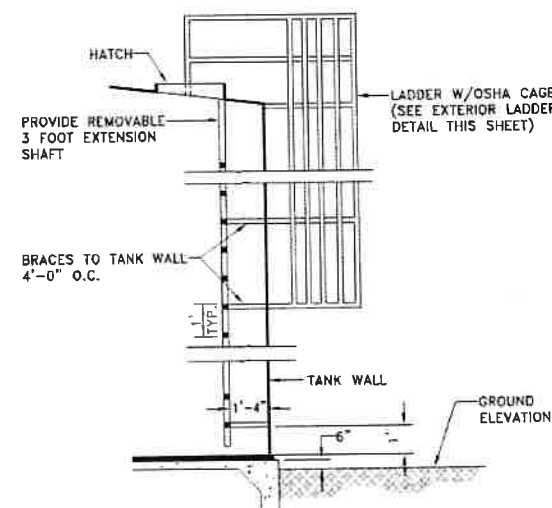
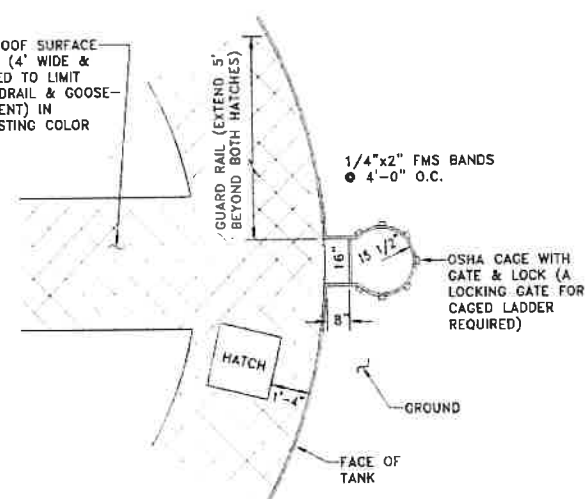
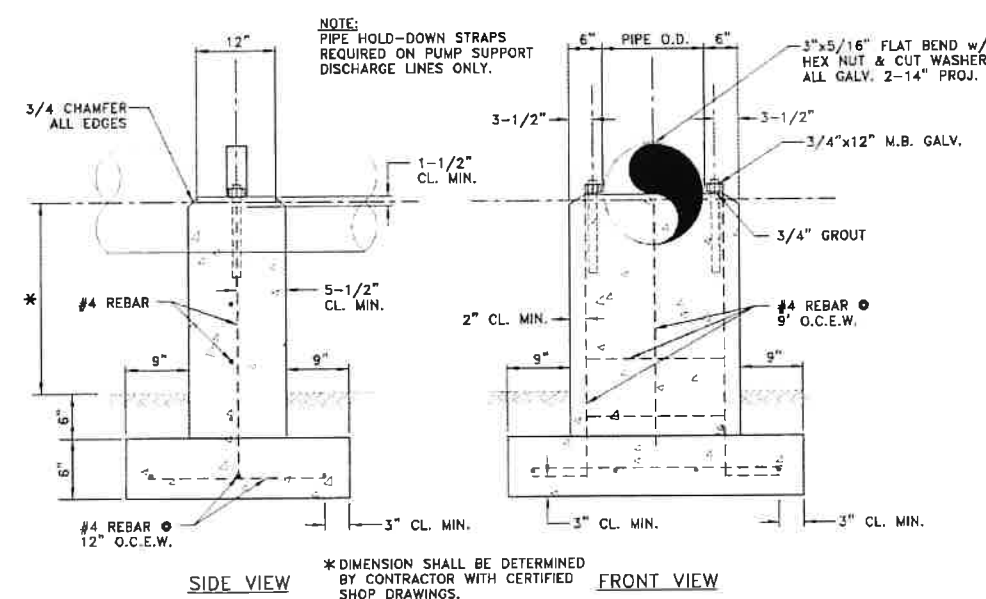
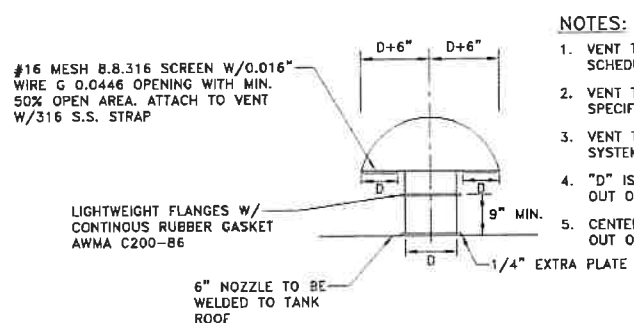
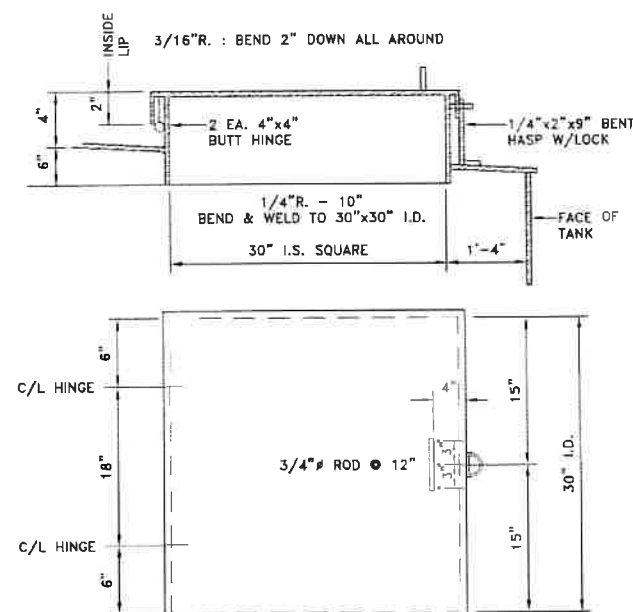
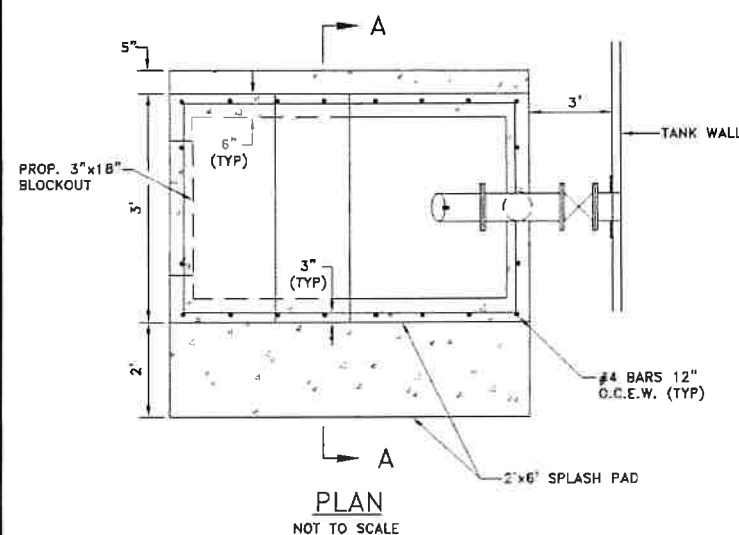
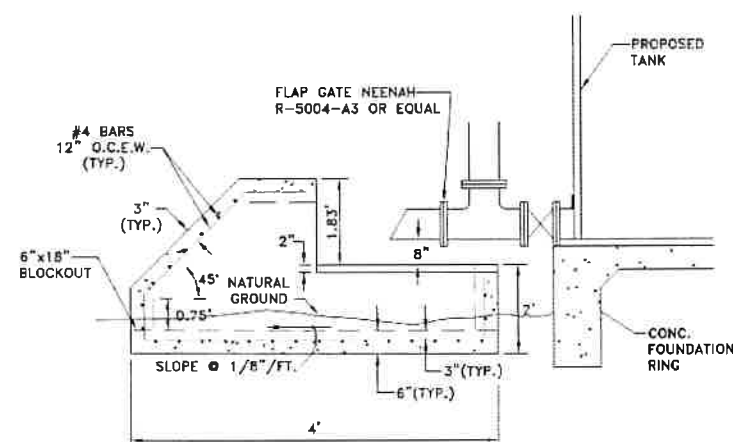
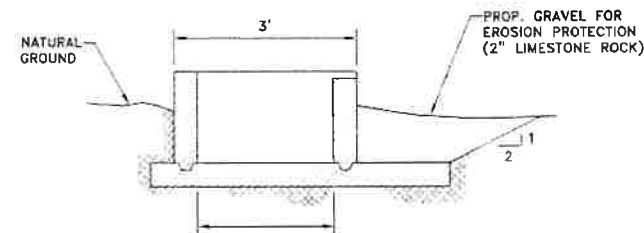
SPI
SCHAUMBURG & POLK, INC.
BEAUMONT HOUSTON RICHARDSON
KYLE I PORT ARTHUR TERRELL I TYLER
2201 N. CENTRAL EXPRESSWAY, SUITE 205
Richardson, Texas 75080
(972) 864-8200 (T) (972) 864-8230 (F)
Firm Registration No. F-520



WATER SYSTEM IMPROVEMENTS
McGARTY 0.9 MILLION GALLON
GROUND STORAGE TANK
GROUND STORAGE TANK DETAILS - SHEET 1
CITY OF LUCAS

NO.	DATE	REVISION	REVIEWED
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SCALE: NOT TO SCALE
DATE: JULY 2026
DRAWN BY: SPI
REVIEWED BY: MRB
PROJECT NO: 25-2208
SHEET NO: 12 OF 13



NO.	DATE.	REVISION:	REVIEWED:
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City of Lucas City Council Agenda Request September 3, 2026

Requester: Joe Hilbourn, Development Services Director

Agenda Item Request:

Consider approving Ordinance #2026-09-01055 temporarily reducing the speed limit from 50 MPH to 40 MPH on West Lucas Road, Lucas, Texas 75002.

Background Information:

Construction activities are scheduled to begin soon on West Lucas Road. Due to the anticipated presence of construction workers, heavy equipment, temporary traffic controls, and changing roadway conditions, staff recommend temporarily reducing the posted speed limit from 50 miles per hour to 40 miles per hour.

The reduction is intended to improve safety for construction workers and motorists traveling through the project area.

Attachments/Supporting Documentation:

1. LUCAS Ordinance Amending Chapter 12 Traffic and Vehicles Temp Construction Speed Limit

Budget/Financial Impact:

N/A

Recommendation:

Staff recommend reducing the speed on West Lucas Rd during construction.

Motion:

I hereby make a motion to approve/deny Ordinance #2026-09-01055 temporarily reducing the speed limit from 50 MPH to 40 MPH on West Lucas Road, Lucas, Texas 75002.



ORDINANCE # 2026 -09-01055

**[AMENDING CODE OF ORDINANCES, CHAPTER 12 TO ESTABLISH
TEMPORARY CONSTRUCTION SPEED ZONE FOR WEST LUCAS
ROAD]**

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 “TRAFFIC AND VEHICLES” BY AMENDING ARTICLE 12.03 “SPEED LIMITS” BY AMENDING SECTION 12.03.002 “SPECIFIC SPEED LIMITS” TO ADD TEMPORARY CONSTRUCTION ZONE SPEED LIMITS FOR WEST LUCAS ROAD; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 12 “Traffic and Vehicles”, to read as follows:

**CHAPTER 12
TRAFFIC AND VEHICLES**

...

ARTICLE 12.03 SPEED LIMITS

...

Sec. 12.03.002 Specific speed limits

...

(j) Temporary construction speed zone.

(1) During construction of the West Lucas Road Reconstruction and Widening (“the Project”), a temporary speed limit shall be 40 miles per hour on West Lucas Road between Angel Parkway and Country Club Road. This temporary speed limit shall expire upon completion of the Project. It shall be unlawful for any person to drive a motor vehicle at a speed in excess of the speed so declared in this section when signs in place giving notice thereof.

Section 2. 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 3. 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 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 6. 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.
(8/24/26;cgm;4933-8571-4634)

Toshia Kimball, City Secretary



City of Lucas City Council Agenda Request September 3, 2026

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Consider casting votes on the ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 1 through 4, Election.

Background Information:

The City of Lucas is a member of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) which provides statutory workers' compensation coverage and employer's liability coverage. Each member of the Texas Municipal League Intergovernmental Risk Pool is entitled to vote for Board of Trustee members in the upcoming election. Votes may be cast for one candidate for each place. The official ballot is attached outlining candidates for each place. Board members serve a six-year term.

Attachments/Supporting Documentation:

1. TML Risk Pool Board of Trustees Election Official Ballot

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

I make a motion to cast a vote for the following individuals to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees:

_____, Place 1

_____, Place 2

_____, Place 3

_____, Place 4

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 through 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. The Governing Body of each Member of the Pool is entitled to vote for members of the Board of Trustees. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You may vote for only one candidate for each Place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

About Write-In Candidates. A write-in candidate is a person who is **not** listed on this ballot. The write-in line for each Place is provided only for a governing body that wishes to vote for someone other than the candidates printed on this ballot. If you vote for a candidate whose name is printed on the ballot, mark the square beside that candidate's name and leave the write-in line for that Place blank. **Do not also write that candidate's name on the write-in line.** A ballot that shows both a marked square and a name on the write-in line for the same Place has two votes recorded for that Place, and no vote can be counted for that Place. Marking a square and writing the same name does not strengthen the vote. Write in a name only if you are voting for a person not listed. A write-in candidate must meet the same eligibility requirements as the nominated candidates.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2026. Ballots received after September 30, 2026, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 1

- ☐ **Kevin Clark.** Council Member for the City of Gladewater (Region 15) for eight years. He has also served as the City Council's Ex Officio representative to the Board of Adjustments, Planning and Zoning Commission, and Parks and Recreation Board. During his tenure, he spearheaded the restructuring of the Gladewater Fire Department. Prior to his municipal service, Kevin retired after a distinguished 20-year career in the United States Marine Corps, attaining the rank of Gunnery Sergeant and serving during Operation Desert Storm. He then earned a degree in Speech Communication with a minor in English and spent 23 years as a teacher and coach at Gladewater High School. He has more than four decades of public service.
- ☐ **J.W. 'Buzz' Fullen** (*Incumbent*). Commissioner for the Henderson Housing Authority (Region 15) from 2012 to 2018 and from 2024 to present. Formerly, Mayor of the City of Henderson from 2004 to 2012 and from 2018 to 2024. He currently serves on the Henderson Civic Center Board (2003–present), the Henderson ETMC Hospital Diabetes Board (2009 – present), the Texas Eastern 911 Board for Rusk and Harrison Counties as Chair (2024 – present) and the Keep Henderson Beautiful Board (2008 – present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018 – 2020) and Vice Chair (2016 – 2018).
- ☐ **John Kinnaird.** Chairman of the McLennan Central Appraisal District (Region 9). He was a four-term member of the Waco City Council and served in various leadership roles with the National League of Cities. He also provides governance and oversight for several non-profits within the community, engaging in areas ranging from workforce and economic development to arts, beautification, and culture. He is a Baylor University graduate, CFA charterholder, and is an SVP and lead investment officer of a local wealth management firm. Mr. Kinnaird has more than a decade of public and municipal government service, complemented by over two decades of professional experience in the financial services sector.
- ☐ **Carey D. Neal, Jr.** City Manager for the City of Seagoville (Region 13). Previously, he served as Deputy City Manager for the City of Lancaster. Mr. Neal holds a Master of Public Administration from American University and a Bachelor of Science from the University of Texas at Arlington. He is currently pursuing a PhD in Public Policy at Liberty University. He is an active member of the International City/County Management Association, the Texas City Management Association, and serves as Director at Large for the North Texas City Management Association. He has served on several governing boards, including the Texas Coalition for Affordable Power Board and the North Texas Housing Finance Corp. Board.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 2

- ☐ **Adam Benefield.** Council Member for the City of Lago Vista (Region 10). He has served as the City Council liaison to the Building and Standards Commission and has been actively involved in matters related to municipal operations, budgeting, infrastructure, development, public safety, and risk management. Mr. Benefield has extensive experience as a business owner and operator in the construction, irrigation, landscaping, and water-related service industries. He is licensed through the Texas Commission on Environmental Quality as a Licensed Irrigator, Backflow Prevention Assembly Tester, Water Treatment Specialist, Customer Service Inspector, and Irrigation Inspector. He is committed to responsible local government and fiscal discipline.
- ☐ **Emily Crawford** (*Incumbent*). City Manager for the City of Abilene (Region 6) since June 2025. Previously, she was City Manager of Brownwood, Texas, for 10 years where she led numerous transformational initiatives including downtown revitalization, a countywide 911/dispatch center, and major investments in infrastructure and public facilities. She serves as Immediate Past President of the Texas City Management Association (TCMA). Ms. Crawford holds a Master of Science in Organizational Development from Abilene Christian University, a bachelor's degree in Health and Wellness Promotion from Texas State University, and has completed the Executive Training Institute at the LBJ School of Public Affairs, University of Texas at Austin.
- ☐ **Anthony DeFrancis.** Mayor Pro Tem for the City of Bertram (Region 10). He has a Bachelor of Science degree from Pennsylvania State University, an MBA from Point Park University, and an M.Ed. from Lamar University. He served as a school administrator, domestically and internationally, for 6 years, a secondary mathematics educator for 20 years, and as a mentor and evaluator of incoming educators for various school districts. Previously, he was a member of the Zoning Board of Adjustment for the City of Hutto. He is a member of the Ancient Free & Accepted Masons and the Ben Hur Shriners. He has a strong commitment to public service and sound local governance.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 3

- ☐ **Corby Alexander.** City Manager for the City of La Porte (Region 14). He is a native of Henderson, Texas, and has guided other Texas cities in previous management roles and administrative positions. Corby Alexander holds a bachelor's degree in political science from Texas A&M University and a master's degree in public administration from the George Bush School of Government and Public Service at Texas A&M. He is involved with the International City/County Management Association, the Texas City Management Association, and Rotary International. Corby and his wife are proud parents who enjoy spending quality time with their family, participating in church activities, and engaging in community events.
- ☐ **Jim Holgersson.** City Manager for the City of Corsicana (Region 9). He previously served as City Manager for the Texas cities of Waco and Arlington and has held municipal management positions in four additional states. He is a member of the International City/County Management Association (ICMA), where he has served on three committees, and is a past president of both the North Texas City Management Association and the Tennessee City Management Association. He holds a master's degree in public administration from the University of Arkansas.
- ☐ **Cecil A. Hutson, Jr.** Mayor Pro Tem for the City of Combine (Region 13) since May 2022 and served on the City Council since May 2018. Mr. Hutson and his wife, Barbie, moved to Combine in September of 2016 after raising their family in Mesquite, Texas. They have three adult children and eleven grandchildren. Currently, he is the branch owner of TWFG – Hutson Insurance Services in Mesquite, and Barbie is a retired educator. He and his wife are active in their local church and in the community. Mr. Hutson states his experience in the insurance industry, serving as a risk advisor, would be invaluable as he further serves Texas communities as a Board member of the TML Risk Pool.
- ☐ **Andy Joslin.** City Manager for the City of Beeville (Region 11). Previously, he served as City Manager for the City of Floresville from 2021 to 2024. Mr. Joslin also served as City Manager and Finance Director for the City of Alice. Earlier in his public service career, he held multiple leadership roles with the City of Floresville, including Interim City Manager, Assistant Chief of Police, and Narcotics Task Force Commander. Mr. Joslin earned a Bachelor of Occupational Education degree with a specialization in Law Enforcement from Wayland Baptist University and is a graduate of the FBI National Academy, Session 219. He has served as President of the Floresville Lions Club and held board positions on other governing boards.
- ☐ **Ronda Perez.** City Manager for the City of Anna (Region 13) since March 2026. She notes her accomplishments are built upon a strong foundation, and her years of experience in servant leadership speak volumes regarding her keen understanding of local government and its purpose. She also states she is deeply dedicated to the cities she serves with vision, execution, development and consensus building. Ms. Perez earned a master's degree in criminal justice from California State University, Long Beach, as well as dual bachelor's degrees in political science and criminology, law and society from the University of California, Irvine. She is also a recent graduate of the Harvard Kennedy School of Government for local and state officials.
- ☐ **Garrett Spradling.** City Manager for the City of Borger (Region 2). He began his public service career on the Borger City Council. His background includes service as Deputy Fire Marshal/Emergency Management Coordinator and multiple supervisory and command roles with the Borger Police Department. He also served as President and Vice President of Spradling Oil, LP, where he oversaw safety programs, DOT and regulatory compliance, spill prevention planning, commercial vehicle operations, OSHA-related documentation, and workers' compensation. Mr. Spradling holds a Master of Public Administration and a Bachelor of Arts in Political Science from Texas Tech University and is a Certified Public Manager.

PLACE 3 CANDIDATES CONTINUE ON THE FOLLOWING PAGE

CANDIDATES FOR PLACE 3 (CONTINUED)

- ☐ **Isaac Tawil.** City Manager for the City of McAllen (Region 12). He has over 25 years of dedicated service to Texas municipalities. As City Manager, he oversees a budget exceeding \$650 million. Before his appointment as City Manager, he served in the City Attorney's Office for 13 years, most recently as City Attorney where he gained experience in municipal law, governance, risk management, insurance, and regulatory compliance. Mr. Tawil also serves as a Trustee of the Texas Municipal Retirement System (TMRS). He states his combined executive leadership, fiduciary oversight, and legal expertise provide a strong foundation for advancing sound governance, fiscal responsibility, and effective risk management on behalf of Texas cities.
- ☐ **Alun Thomas.** City Administrator for the City of Rollingwood (Region 10) since March 2025. Previously, he served the City of Santa Fe where he began as City Secretary and advanced to City Manager. In that role, he reports he used his emergency management experience to mitigate the effects of Hurricane Beryl through proactive hardening of City-owned facilities, employee training, and extensive pre- and post- event community outreach and education. Mr. Thomas holds a bachelor's degree in political science, and a master's degree in both political science and public administration from the University of Houston. He is a member of the Texas City Management Association and the Government Finance Officers Association.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

PLACE 4

- ☐ **Austin Bleess** (*Incumbent*). City Manager for the City of Jersey Village (Region 14) since 2017. He has served on the TML Risk Pool Board since 2022, and as Vice Chair of the Board since 2025. Previously, he served as City Administrator in Winnebago, MN and City Manager in Caribou, ME. Mr. Bleess holds a BA in Political Science from Bethel University and a Master of Public Administration from Walden University. He is a Credentialed Manager through ICMA. He is a member of TCMA and served on the TCMA Board from 2024 to 2026. As a part of the America 250 celebration, he was named as one of 250 Government Champions who exemplify “democracy at the doorstep” through dedication, innovation, and the highest sense of public service.
- ☐ **James Hotopp**. City Manager for the City of Weatherford (Region 8) since November 2018. He began his career with the City of Weatherford in 2007 and advanced through a series of positions, including Utility Engineer, City Engineer, Director of Water Utilities, Director of Planning and Development, Assistant City Manager, and Deputy City Manager. Mr. Hotopp is a member of the International City/County Management Association, the Texas City Management Association, the North Central Texas City Management Association, and the Tarrant Regional Transportation Coalition. He also serves on the Parker County Economic Development Board, the Parker County Transportation Safety Committee, and the Texas Public Power Association Board.

WRITE IN CANDIDATE (complete only if you did not mark a square above):

BALLOT MUST BE SIGNED TO BE COUNTED

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2026.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Public Entity



City of Lucas City Council Agenda Request September 3, 2026

Requester: John Whitsell, City Manager
Toshia Kimball, City Secretary

Agenda Item Request:

Consider approval of the Interlocal Agreement between Collin County and participating municipalities and entities, including the City of Lucas, for the use of the Collin County Animal Shelter, effective October 1, 2026, and authorize the Mayor to execute the agreement on behalf of the City of Lucas.

Background Information:

The City of Lucas currently utilizes the Collin County Animal Shelter for animal sheltering services. Collin County has prepared a new Interlocal Agreement (ILA) establishing the terms, responsibilities, services, and funding obligations for participating cities and entities using the shelter.

The proposed agreement will become effective October 1, 2026, and will supersede and replace prior agreements between the participating parties regarding the construction and use of the Collin County Animal Shelter.

The agreement provides for an initial four-year term and allows for a subsequent one-year renewal term. Collin County will retain ownership and operational control of the shelter and will provide shelter services as outlined in Exhibit A of the agreement.

Participating cities will make quarterly payments consisting of their applicable share of the Base Operations Fee, Maintenance and Capital Contribution, and any applicable surcharge fees. Each city's share of the Base Operations Fee and Maintenance and Capital Contribution is generally calculated on a pro-rata basis using population figures from the U.S. Census Bureau or the North Central Texas Council of Governments (NCTCOG).

For FY 2026-27, the agreement establishes a total Base Operations Fee of \$1,887,815, which will increase by 3.5 percent annually during the agreement. The Maintenance and Capital Contribution is established at \$190,000 for FY 2026-27, increasing annually to \$340,000 in FY 2029-30.

The agreement also provides participating cities with continued access to the Collin County Animal Shelter for animal housing and related shelter services, including 24/7 access for Animal

Control Officers to drop off live animals.

Attachments/Supporting Documentation:

1. FINAL FY27 Animal Shelter ILA
2. FY 27 Animal Shelter Billing

Budget/Financial Impact:

The City of Lucas' FY 2026-27 cost will be based on its pro-rata share of the \$1,887,815 Base Operations Fee and \$190,000 Maintenance and Capital Contribution, as calculated by Collin County using applicable population estimates. The City's final annual and quarterly payment amounts will be provided by Collin County. Additional capacity surcharge fees may apply if the shelter reaches 100% capacity.

Fiscal Year	Operations Fee	Maintenance & Capital	Projected Annual Cost
FY 2026-27	\$19,465	\$1,891	\$21,356
FY 2027-28	\$20,146	\$2,389	\$22,535
FY 2028-29	\$20,851	\$2,886	\$23,737
FY 2029-30	\$21,581	\$3,384	\$24,965
4-Year Total	\$82,043	\$10,550	\$92,593

Fiscal Year 26-27 annual cost of \$21,356 is included in account number 11-6999-336 animal control and shelter adopted budget.

Recommendation:

Staff recommends approval of the Interlocal Agreement for the use of the Collin County Animal Shelter and authorization for the Mayor to execute the agreement on behalf of the City of Lucas.

Motion:

I make a motion to approve/deny the Interlocal Agreement between Collin County and the participating municipalities and entities for the use of the Collin County Animal Shelter, effective October 1, 2026, and authorize the Mayor to execute the agreement on behalf of the City of Lucas.

***INTERLOCAL AGREEMENT FOR THE USE OF
THE COLLIN COUNTY ANIMAL SHELTER***

This Interlocal Agreement for the Use of the Collin County Animal Shelter ("Agreement") is entered into by and between Collin County ("County") and the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Lavon, the City of Lucas, the City of McKinney, the City of Melissa, the City of Nevada, the City of Princeton, and the Town of Prosper (each, a "City" and collectively, the "Primary Cities"), and the Town of St. Paul, the City of Weston, Blue Meadow Municipal Utility District No. 1, East Collin Municipal Utility District No. 1, LC Municipal District No. 1, Magnolia Pointe Municipal Utility District No. 1, North Collin County Municipal Utility District No. 1, Raintree Municipal Utility District No. 1, Van Alstyne Municipal Utility District No. 2, Van Alstyne Municipal Utility District No. 3, and Lakehaven Municipal Utility District (each, an "entity", and collectively, "Secondary Parties"), (the "County", the "Cities", and Secondary Entities hereinafter collectively referred to as the "Parties" or individually referred to as a "Party") through their duly authorized officers or employees, and this Agreement shall be effective on October 1, 2026, for the Parties that have executed the agreement ("Effective Date"). This Agreement supersedes and replaces all prior agreements between the parties regarding the construction and use of the Collin County Animal Shelter.

RECITALS

- WHEREAS, the Parties have identified a need for animal shelter services in the County; and
- WHEREAS, the Parties desire to cooperate in using an animal shelter in accordance with Texas law and in a manner intended to realize greater efficiencies in the expenditure of limited public funds; and
- WHEREAS, the Parties have agreed to purchase animal shelter services from Collin County; and
- WHEREAS, the Parties believe at this time it is necessary, appropriate, and in their mutual best interests to express in this Agreement their respective duties, responsibilities, and covenants by and between each Party with respect to the animal shelter; and
- WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and
- WHEREAS, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its charter; and
- WHEREAS, each Party has agreed that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. **Definitions.** For purposes of this Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:
 - (a) ***Agreement*** - this Agreement together with all attachments and schedules appended hereto.
 - (b) ***Cities*** - the City of Anna, the City of Celina, the Town of Fairview, the City of Farmersville, the City of Lavon, the City of Lucas, the City of McKinney, the City of Melissa, the City of Nevada, the City of Princeton, and the Town of Prosper.
 - (c) ***County*** - Collin County, Texas.
 - (d) ***Parties*** - The Cities, the County, and the Secondary Parties, collectively.
 - (e) ***Quarterly Payment*** - Payments made to the County by each City on a quarterly basis, comprised of the City's: (1) Base Operations Fee; (2) Maintenance and Capital Contribution; (3) Non-Resident Surcharge Fee, if applicable; and (4) Capacity Surcharge Fee, if any.
 - (f) ***Secondary Parties*** - the Town of St. Paul, the City of Weston, the Blue Meadow Municipal Utility District No. 1, the East Collin Municipal Utility District, the LC Municipal District No. 1, the Magnolia Pointe Municipal Utility District No. 1, the North Collin County Municipal Utility District No. 1, the Raintree Municipal District No. 1, the Van Alstyne Municipal Utility District No. 2, the Van Alstyne Municipal Utility District No. 3., and the Lakehaven Municipal Utility District.
 - (g) ***Secondary Party Payment*** – Payments made to the County by each Secondary Party on a quarterly basis, as further described herein.
 - (h) ***Shelter*** – the Collin County Animal Shelter facility, including all buildings and structures located at 4750 Community Avenue, McKinney, Texas, utilized for Shelter Services on behalf of the Parties.
 - (i) ***Shelter Services*** - the scope of services to be provided at the Shelter, as further described and shown on the attached "Exhibit A".

2. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.
3. **Initial Term/Renewal Term.**
 - 3.01 **Initial Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of four (4) years, unless terminated earlier as provided in this Agreement or by law.
 - 3.02 **Renewal Term.** Unless terminated in accordance with this Agreement, by law, or modified by agreement of the Parties, this Agreement may be renewed for a term following the Initial Term. The duration of the renewal term shall be for a period of one (1) year, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties. Parties must notify all other Parties in writing one (1) year prior to the expiration of the Initial Term whether they seek a renewal term.
4. **Addition of New Parties.** At any time after the date of this Agreement, one or more additional Cities or Entities may become party hereto by executing and delivering this same agreement with the County. Immediately upon such execution and delivery by that Party and the County, without any further action by any other Party named in this agreement or any amendment to the Preamble of this Agreement, such City or Entity will become a Party to this Agreement, assuming all rights and obligations as a City or Entity hereunder.
5. **Animal Shelter Facility.** The County will allow the Shelter to be used for purposes related to this Agreement. The County will retain its title and ownership in the Shelter during the term of this Agreement and following termination. No other party, person and/or entity shall have any legal rights, title or interest in the Shelter.
6. **Operation of Facilities.**
 - 6.01 **County Authority.** County has exclusive authority over the operation of the Shelter. The County, through its Commissioners Court, shall be empowered to make all decisions regarding ongoing operational issues including scheduling, replacement of furniture and equipment, problems associated with breakage of personal property and fixtures, and related issues.
 - 6.02 **Shelter Operation by City.** If during the term of this Agreement any Party, other than the County, desires to operate the Shelter, including providing employees for the operation thereof, it shall express such request in writing to County along with a proposed plan for the operation of the Shelter. Upon

receipt of the Party's written request, the County shall enter into negotiations with that Party for purposes of transferring operational control of the Shelter to that Party on terms and conditions that are mutually agreeable between County and said City; however, nothing herein shall require the County to transfer operational control of the Shelter on terms and conditions the County finds to be detrimental to its and/or the Shelter's long term interest and/or viability.

- 6.03 Use of Shelter by Non-Parties.** While the Parties to this Agreement may use the Shelter, it is agreed that the County may accept delivery of animals to the Shelter from non-parties to this Agreement, so long as the occupancy rate of the Shelter on the date of said delivery does not exceed 100% of the maximum capacity allowed. In such event, the non-parties shall be charged a flat fee, as determined by the County, for use of the Shelter.
- 6.04 Housing Limitations.** There will not be a limit to the number of animals delivered by any Party. If the Shelter reaches capacity, as determined by County, the County may stop accepting animals or apply a surcharge, as determined by the County, to the City or Entity to accept the animal.
- 6.05 Shelter Workers.** The persons employed to work at the Shelter shall be County employees, subject to the exclusive direction and control of the County. The County shall be responsible for all wages, benefits, and taxes associated with all of the Shelter workers.
- 6.06 Shelter Services.** The scope of services to be provided at the Shelter is defined in "Exhibit A". Should County, through a Commissioners Court Order, amend Shelter Services as outlined in "Exhibit A", County shall give notice to Parties of said proposed amendment within thirty (30) days of amendment. Any proposed amendment shall not be legally binding until County receives the written consent of said amendment by a majority of the Cities.
- 6.07 Payments by Cities for Use of the Shelter.** Each City agrees to pay up front and in advance on a quarterly basis its Quarterly Payment. Each City warrants that, as of the Effective Date of this Agreement, it has appropriated and has committed funds in the amount of its Quarterly Payment requirements to the extent such payments will become due during the City's current fiscal year. Each City hereby covenants and agrees to pay promptly when due all Quarterly Payments, all adjustments to such payments, and any other charges payable to the County under the provisions of this Agreement. Each City further covenants and agrees that all such Quarterly Payments due and owing or other charges due and unpaid as of the date of termination of this Agreement shall be deemed due and payable on such termination date. Each City agrees that any Quarterly Payment due to the County which is not paid on or before the due date shall bear interest at the

rate of interest prescribed by the Texas Prompt Payment Act (Tex. Gov't Code Ann. § 2251.025) from the date due until paid.

6.07.01 Base Operations Fee. The Base Operations Fee shall be set at \$1,887,815.00 beginning October 1, 2026, and increase by three and one half (3.5) percent each year for the duration of this agreement. Each City's proportion of the Base Operations Fee shall be calculated on a pro-rata basis based on the U.S. Census Bureau's Decennial Census or the population estimates from the North Central Texas Council of Governments ("NCTCOG"). For any City who is not included in the NCTCOG population estimates, the Base Operations Fee payments due from that City will be based on a flat fee amount at rates set by the County. The County reserves the right to increase the Base Operation Fee to cover additional expenses related to a material change to the operation of the Shelter, including maintenance and operations costs related to an expansion of the animal shelter facility.

6.07.02 Maintenance and Capital Contribution. The Maintenance and Capital Contribution shall be set at \$190,000.00 beginning on October 1, 2026, and increase according to the schedule below:

- FY 27, October 1, 2026: \$190,000.00
- FY 28, October 1, 2027: \$240,000.00
- FY 29, October 1, 2028: \$290,000.00
- FY 30, October 1, 2029: \$340,000.00

Each City's proportion of the Maintenance and Capital Contribution shall be calculated on a pro-rata basis based on the U.S. Census Bureau's Decennial Census or the population estimates from NCTCOG. For any City who is not included in the NCTCOG population estimates, the Maintenance and Capital Contribution payments due from that City will be based on a flat fee amount at rates set by the County.

6.07.03 Non-Resident Surcharge Fee. Cities with residents that do not live in Collin County shall pay a Non-Resident Surcharge Fee. The Non-Resident Surcharge Fee shall be calculated on a pro-rata basis based on the U.S. Census Bureau's Decennial Census or the population estimates from NCTCOG. The County shall calculate the Non-Resident Surcharge Fee by dividing the debt service payment for any debt sold from the November 2023 Collin County bond election for the Collin County Animal Shelter by the population of Collin County as determined by the latest Census or NCTCOG population estimate. The quotient shall be multiplied

by the number of municipal residents living outside of Collin County. Beginning on October 1, 2026, with the Non-Resident Surcharge Fee shall be calculated and apportioned to the Quarterly Payment for each such City with residents that do not live in Collin County. For avoidance of doubt, Cities whose resident populations are located solely within Collin County shall not be subject to a Non-Resident Surcharge Fee at any time.

6.07.04 Capacity Surcharge Fee. The County shall send notice to all Cities within twenty-four (24) hours upon the Shelter reaching one hundred percent (100%) capacity. Upon provision of said notice, the County may assess a Capacity Surcharge Fee to a City upon delivery of an animal to the Shelter for so long as the Shelter remains at one hundred percent (100%) capacity, as determined by the County. The Capacity Surcharge Fee shall be determined by the Commissioners Court and shall not exceed \$500 per animal. Capacity Surcharge Fees shall be calculated and paid as part of the next quarterly payment after the Capacity Surcharge Fee invoice is received.

6.07.05 Notice. Notice of the estimated Annual Payment Amount and Quarterly Payments shall be sent to each City by July 1 of each year.

6.07.06 Scheduled Payments. Each City's Quarterly Payment is due as and shall be paid to the County in advance without demand or offset at such an address as the County shall, from time to time, designate in writing.

6.08 Non-appropriation: Notwithstanding any other provision(s) to the contrary in this Agreement, the Parties specifically recognizes that the continuation of this Agreement after the close of any given fiscal year of the Cities, which fiscal year ends on September 30th of each year, shall be subject to approval by the governing bodies of each participating City: The Parties expressly agree that this Agreement shall automatically terminate, without any penalty or liability to any participating City, in the event the governing body of such City fails to approve or appropriate funds for any continuation period of this Agreement.

6.08.01 Notice of Non-appropriation. If for any fiscal year a City fails to appropriate or commit funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, such City shall promptly give written notice to all other Parties of the non-appropriation of funds. A City shall make a reasonable effort to ensure that funds are appropriated to fully perform its obligations under this Agreement. A City shall endeavor to provide all other Parties with at least one (1) year notice of such

City's intent to not appropriate the funds necessary to satisfy its obligations under this Agreement.

6.08.02 Loss of Rights. Any Party who fails to fully appropriate the funds necessary to cover such Party's obligations under this Agreement shall, upon the effective date of such non-appropriation, immediately lose all rights to house any animals in the Shelter or have any use thereof.

6.09 Payment by Secondary Parties for Use of the Shelter. Each Secondary Party shall pay to the County on a quarterly basis, \$562.50 for each Municipal Utility District (\$2,250.00 annually) and \$687.50 for each city not included on NCTCOG's annual population estimates (\$2,750.00 annually).

7. Termination. Notwithstanding any other provision, this Agreement may be terminated as provided in this section.

7.01 Mutual Agreement. This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.

7.02 By the County. The County may terminate this agreement without cause if the County gives notice to each of the Party one (1) year before the date of termination. The County may also terminate this agreement if a Party fails or refuses to make its Quarterly Payments as required by this Agreement. A Party that receives notice of termination due to non-payment of Quarterly Payments will have sixty (60) days to become current with its Quarterly Payment obligation and avoid termination. If a Party is subject to termination under this subsection, such Party shall not be entitled to a refund of any payments made prior to termination.

7.03 By a City or Secondary Party. Any City that is a Party to this Agreement may voluntarily end its rights and obligations under the Agreement, if at any time, the City believes that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one (1) year notice of its intent to terminate its rights and obligations under this Agreement to all other Parties. No prior payments shall be refunded.

7.04 Non-appropriation of funds. The County may cease all operation of the Shelter and thereby terminate this Agreement if any Party fails to appropriate the funds necessary to perform its obligations under this Agreement and such non-appropriation losses cannot be mitigated adequately by efforts of the County, and such non-appropriation results in a lack of committed funding for the continued operation of the Shelter. In

such event, the County shall provide all Parties with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused because of a Party's non-appropriation.

8. **Additional Rights Upon Default.** This Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party to remedy such breach. Such rights upon breach shall be supplemental to those procedures set forth in Section 8 below. The Parties hereby expressly waive their immunity from suit and for liability and/or damages in connection with any actions brought by another Party to this Agreement solely to enforce a term of this Agreement.
9. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").
 - 9.01 **Notice.** The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within 30 days.
 - 9.02 **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representative(s) to attend such meeting to attempt to effect an agreed resolution of the issue.
 - 9.03 **Second Resolution Meeting.** If the Parties' designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.
 - 9.04 **Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the respective governing bodies of all Parties to this Agreement. If approval of the writing is obtained by a majority of the Parties, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such an amendment shall not supersede the terms and

conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

9.05 Unsuccessful Resolution. If the Parties are unable to reach a resolution of the dispute within 90 days, either Party may pursue such legal and equitable remedies as are available to it under Texas law in a court of competent jurisdiction in Collin County, Texas.

9.05.01 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or 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.

10. Miscellaneous.

10.01 Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

10.02 Administration of Agreement. The County shall administer this Agreement on behalf of the County. The City Council of each City shall administer this Agreement on behalf of each City. The District's Board of Directors shall administer this Agreement on behalf of the District. Each Party may designate a new administrator on written notice to the other.

10.03 Governing Law. This Agreement shall be governed by the laws of Texas without regard to the principles of conflict of laws.

10.04 Venue. Any litigation relating to this Agreement shall be brought in State court in Collin County, Texas.

10.05 Non-Assignability. A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

10.06 Notices. Any notice or request required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the respective Parties at the address set forth for each Party below, or any other address which the respective Parties hereafter may designate in writing to the other party for such purposes. and such notice or request shall be deemed to have been duly given if (1) delivered personally to such Party, or to an officer or duly authorized agent of such Party; or (2) served by enclosing the request or notice in a registered or certified mail, with return receipt requested,

postpaid envelope properly addressed to the Party to be notified and depositing the envelope in a post office or official depository under the care and custody of the United States Postal Service; or (3) delivered by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it is received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For Collin County, Texas:

- (A) Collin County
Attn: Collin County Judge
2300 Bloomdale Rd, Suite 4192
McKinney, Texas 75071
- (B) Collin County
Attn: County Administrator
2300 Bloomdale Rd, Suite 4192
McKinney, Texas 75071
- (C) Collin County
Attn: Purchasing Agent
2300 Bloomdale Rd, Suite 3160
McKinney, Texas 75071

For the Entity:

Name: _____

Address: _____

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to all other Parties.

10.07 Severability. 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.

- 10.08 Non-waiver.** 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.
- 10.09 Authority of Signatories.** 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.
- 10.10 Further Assurance.** 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.
- 10.11 Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the Shelter by the Parties shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon Shelter Site defects.
- 10.12 Modification.** 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.
- 10.13 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.
- 10.14 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.
- 10.15 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 blockages 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.

DATED to be effective this the _____ day of _____, 2026.

COLLIN COUNTY, TEXAS

2300 Bloomdale Road, Suite 4192

McKinney, Texas 75071

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

NAME: _____

TITLE: _____

ATTEST: _____

NAME: _____

TITLE: _____

EXHIBIT “A”

ANIMAL SHELTER – SCOPE OF SERVICES

- Public Operating days/hours:
11:00 a.m.-6:00 p.m. Tuesday-Friday
11:00 a.m.-5:00 p.m. Saturday and Sunday
Closed to the public on Monday (Personnel on site for 8 hours on Monday for cleaning, feeding and care only).
 - 6 Animal Control Officers - 240 hours per week total
 - 1 Shelter Manager – 40 hours per week
 - 1 Shelter Supervisor – 40 hours per week
 - 2 Leads (1 field, 1 shelter) – 80 hours per week total
 - 1 Administrative Assistant – 40 hours per week
 - 1 Dispatcher – 40 hours per week
 - 2 Front Desk Personnel – 80 hours per week total
 - 1 Vet Tech – 40 hours per week
 - 2 Coordinators (Volunteer & Adoption, Rescue, Foster) – 80 hours per week total
 - 3 Part Time Kennel Techs – 60 hours per week total
 - 1 Part Time Clerical Tech – 20 hours per week
- 24/7 access to ACOs for live animal drop-off.
 - 24/7 access to small freezer for deceased, small animals.
 - 24/7 access to large freezer for deceased, large animals.
- House, feed and care for (or locate appropriate care and housing for) any type of animal surrendered to the shelter, ensuring that their basic needs are met.
- Hold received animals for 3 days.
 - Verify current rabies vaccination for all owner-reclaimed animals.
 - Counsel and provide information on the importance of spay and neuter to all affected owners reclaiming animals.
 - Provide low-cost microchipping.
 - Pre-evaluate for adoption potential
 - Humanely euthanize, in accordance with law, animals not reclaimed by owner, not rescued and not identified as “adoptable”.
 - Dispose of, in accordance with law, all euthanized animals.
- *Reduce disease transmission between animals by placing animals suspected of communicable illness in a separate isolation area.*
- Place animals involved in biting incidents in rabies quarantine area and observe for signs of rabies for the specified amount of time.
- Build and maintain a database of information about each animal that enters and leaves the shelter.

FY 27 Animal Shelter New ILA Payments

	NCTCOG 2026 Populaiton Estimate^		Operations Fee (FY 27 base year)	Maintenance and Capital Contribution	Non- resident Surcharge Fee	Total
Anna	36,935	4.35%	\$79,225	\$8,258		\$87,483
Celina	78,647	9.25%	\$143,661	\$17,583	\$1,131	\$162,375
Collin County	119,000	14.00%	\$236,726	\$26,605		\$263,331
FairView	11,732	1.38%	\$26,096	\$2,623		\$28,719
Farmersville	5,742	0.68%	\$11,561	\$1,284		\$12,845
Frisco*	214,538	25.24%	\$547,411	\$47,965	\$17,069	\$612,445
Lavon	15,147	1.78%	\$26,477	\$3,386		\$29,863
Lucas	8,459	1.00%	\$19,465	\$1,891		\$21,356
McKinney	232,291	27.33%	\$525,493	\$51,934		\$577,427
Melissa	28,967	3.41%	\$60,950	\$6,476		\$67,426
Nevada	1,498	0.18%	\$3,480	\$335		\$3,815
Princeton	47,530	5.59%	\$100,196	\$10,626		\$110,822
Prosper	49,355	5.81%	\$107,075	\$11,034	\$2,236	\$120,345
	849,841	100.00%	\$1,887,816	\$190,000	\$20,436	\$2,098,252

* Frisco will no participate in the Animal Shelter after November 2028. Their amount for FY 2027 will be different than it appears here.



Item No. 13.

**City of Lucas
City Council Agenda Request
September 3, 2026**

Requester: City Council

Agenda Item Request:

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:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



Item No. 14.

**City of Lucas
City Council Agenda Request
September 3, 2026**

Requester: City Council

Agenda Item Request:

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

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA