

Amended Agenda

Please note the new start time for this meeting

PUBLIC NOTICE

City Council Regular Meeting

January 16, 2014, at 6:30 PM

City Hall - 665 Country Club Road



Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, January 16, 2014, at 6:30 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

Amended Agenda

Please note the new start time for this meeting.

Call to Order

Call to Order

Roll Call

Determination of Quorum

Reminder to turn off or silence cell phones

Pledge of Allegiance

Citizens' Input

At this time citizens who have pre-registered by filling out a "Request to Speak" sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

1) Citizens' Input.

Community Interest

2) Items of Community Interest.

Regular Agenda

- 3) Discuss and Consider a request from Hillwood Development to improve Brockdale Park Road. **[Savage]**
- 4) Discuss and Consider approval of the minutes from the December 19, 2013 Council; January 6, 2014 Special; January 8, 2014 Special; January 9, 2014 Special; and January 10, 2014 Special meetings. **[Wingo]**
- 5) Discuss and Consider the approval of an agreement between the City of Lucas and Metropolitan Infrastructure, PLLC for professional services associated with Commission Minute Order # 113675 authorizing TxDOT to construct intersection improvements along FM 2170 and FM 2551 to East of FM 2551 in the City of Lucas, Collin County. **[Foerster]**
- 6) Discuss and Consider the approval of a contract between the City of Lucas and BW2 Engineers, Inc. for professional services concerning the design of an 8" waterline along Shepherds Creek Drive and obtain necessary easements, contract amount not to exceed \$15,500. **[Foerster]**
- 7) Discuss and Consider the approval of a contract between the City of Lucas and THB Construction, LLC for the installation of 200 linear feet of a 6" waterline with fire hydrant along Lost Valley Drive, contract amount not to exceed \$12,975. **[Foerster]**
- 8) Discuss and Consider the basic schematic details for W. Lucas Road concerning location of turn lanes and lane use. **[Foerster]**
- 9) Discuss and Consider the parking regulations and 2009 Memorandum of Understanding for Lovejoy High School regarding stadium parking. **[Savage]**

- 10) Discuss and Consider any direction from Council regarding street sanding for future ice storm events. **[Savage]**
- 11) Discuss and Consider a recommendation to annex Willow Springs Middle School to enable Fire Department to provide direct ambulance service to the property. **[Savage]**
- 12) Discuss and Consider authorizing Wiginton Hooker Jeffrey P.C. to prepare construction documents for the Lucas Fire Station Expansion project. **[Savage]**

Executive Session

The City Council may convene in Executive Session in accordance with the Local Government Code. All decisions regarding the discussion of the Executive Session must be made in Open Session.

- 13) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

Regular Agenda

- 14) Take any action as necessary from the Executive Session.
- 15) Adjournment.

As authorized by Section 551.071 (2) 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.

Approval

Approved by: Mayor Rebecca Mark, January 10, 2014.

Certification

I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, January 10, 2014, as required in accordance with Government Code §551.041.

Kathy Wingo, TRMC, MMC
City Secretary

This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email secretary@lucastexas.us.

LUCAS CITY COUNCIL

Meeting Date January 16, 2014

AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

- Determination of Quorum
 - Reminder to silence cell phones
 - Pledge of Allegiance
-

Informational Purposes

Interim City Manager Dan Savage

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Manager Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Citizen's Input.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

No action necessary.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____



**City of Lucas
City Council Agenda
Request**

Council Meeting: January 16, 2014

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Items of Community Interest.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

No action necessary.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Stanton Foerster

Prepared by: _____

Account Code #: None _____

Date Prepared: January 7, 2014

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider a request from Hillwood Development to improve Brockdale Park Road.

RECOMMENDED ACTION:

Allow Hillwood Development to make proposed repairs to 5,000' of Brockdale Park Road and commit the City to make future repairs to remaining 3,000' of Brockdale Park Road in conjunction with Collin County.

SUMMARY:

Hillwood Development proposes to make interim and permanent repairs to 5,000' of Brockdale Park Road and requests that the City of Lucas make future repairs to remaining 3,000' of Brockdale Park Road. City Staff will work to secure funding participation from Collin County for the 3,000' extension.

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



MEMORANDUM

DATE: January 8, 2014
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Brockdale Park Road Work

City Staff met with representatives of Hillwood Development on Tuesday to continue negotiations on improvements to Brockdale Park Road. Staff has previously briefed the City Council on the different phases of the roadwork: immediate, intermediate and permanent repairs. Attached is a proposal from Kyle Kruppa, on behalf of Hillwood Development.

The developer wants to improve the roadway before marketing the homes. The subdivision will have 206 lots. Work will be divided into two phases of roughly 100 lots each. The immediate work would be done after the first phase of the subdivision is completed. We anticipate that the construction will further damage the road. While the full extent of the repairs is not known at this time, Hillwood Development will be responsible for making those repairs. This work will be underway this spring.

In two years or so, after the second phase of the subdivision work is completed, Hillwood will undertake temporary repairs similar to those envisioned on Phase I.

Hillwood will be responsible for all Phase I and Phase II work from East Lucas Road a distance of 5,000 feet which is roughly 600 feet past its entry point. Brockdale Park Road extends an additional 3,000 feet to the entrance of the boat ramp. Hillwood will pay for all work done in Phase I and Phase II.

The Phase III permanent repairs will not start until at least 75% of the 206 homes have been permitted. Hillwood Development proposes a \$2,200 assessment fee be

added to each building permit for the exclusive use of the Brockdale Park Road permanent improvements in the 5,000 feet starting from East Lucas Road. The assessment would generate \$453,200. Hillwood Development proposes that the City of Lucas undertake the responsibility for managing the permanent repairs, using the basic specifications set forth in their proposal. This is similar to the city's specifications for road repairs, but this pavement would be widened to 24 feet because of the anticipated traffic load. Hillwood Development has estimated that this would cost around \$300,000 in today's dollars. This is in line with our costs in our annual street work with APAC. This would be done on or around the end of 2018, so costs will no doubt go up by then. The assessment fees should more than cover any cost increase. Hillwood Development has asked that the City of Lucas refund any monies left over at the end of the permanent repairs.

As part of its proposal Hillwood Development has asked that the remaining 3,000 feet of Brockdale Park Road be improved on or about the same time as the permanent repairs are made by the City of Lucas and Collin County, a portion of the road is in the County and it is reasonable to ask the County to participate in this work. This road is in need of maintenance and does lead to the lake, the horse trail, and the raptor park, so it is a City and County responsibility.

I recommend that the City Council approve this request. It is a reasonable way to share the costs of the road repairs and it gives the City time to work its future costs into the budget. If the City Council concurs, Staff will work with the City Attorney to prepare a Facilities Agreement contract for this work.

Thank You,

Dan Savage
Interim City Manager

Memo

TO: City of Lucas
FROM: Kyle Kruppa
DATE: January 8, 2014
RE: **Brockdale Park Road Memo**

We are requesting authorization to make repairs to Brockdale Park Road in an effort to provide safe access to our Brockdale community. This road provides access to our community, so we want to do what we can to preserve and ultimately see the road improved. In addition to serving our community, the road serves some Lucas residents and guests that live along the roadway, visit the nature preserve, and use the horse trails and boat ramp. We understand that any reconstruction project will be a collaborative effort between us, the city of Lucas, and Collin County to determine the timing, scope, and possible cost sharing.

To help determine a scope, Collin County Public Works Department inspected the roadway and prepared a scope as depicted on the attached exhibit. We are requesting approval to make repairs in accordance with Collin County's recommendations from STA 0+00 to Sta. 50+00, which starts at Lucas Road (FM 3286) and will extend to approximately 600 feet past our entry. This is also the area highlighted in green on the exhibit. The repairs will be done in approximately 3 Phases as described below.

The improvements we are requesting is for the area highlighted in green on the attached exhibit and as follows:

- **Phase I Interim Repairs** - Interim repairs, including but not limited to, patchwork and chip sealing may be done if needed, as determined by Hillwood/Brockdale, at Hillwood/Brockdale's sole option and expense, and may be phased in during the process of performing the permanent improvements.

This first phase of repairs would be done once the first phase of lots is completed. This is scheduled to be March 2014 timeframe.

- **Phase II Interim Repairs** - Interim repairs, including but not limited to, patchwork and chip sealing may be done if needed, as determined by Hillwood/Brockdale, at Hillwood/Brockdale's sole option and expense, and may be phased in during the process of performing the permanent improvements.

The second phase of repairs would be completed after the second phase of lots is delivered. Timing will be based upon home sales, but current projections show it to be first quarter of 2016.

- **Phase III Permanent Repairs** - This would include the improvements described below and as seen on the attached exhibit.

Permanent Pavement Plan

- **Full Depth Reclamation with Cement Stabilization (Sta. 0+00 to Sta. 50+00)** - Use a pavement reclaimer to pulverize the existing pavement to a predetermined depth, the cement stabilize the pulverized material to optimum moisture, and

then compact and grade the stabilized material to form a base or sub-base that is crowned

- Additional Flex Base (Sta. 0+00 to Sta. 5+50) – This area will require an additional 4 inches of Flex Base mixed with Portland Cement
- Remove Asphalt and then Add Flex Base (Sta. 20+00 to Sta. 30+00) – This area will require haul off 10 inches of surface material and then add 4 inches Flex Base mixed with Portland Cement
- Final Overlay – Final surface will include a 2” HMAC overlay
- Roadway Width – The ultimate pavement width will be 24 feet wide
- Completion Date – The above-mentioned improvements shall be done on or before December 31, 2018, and at such time, shall be in good repair as approved by a third-party engineer. However, the work may be phased or completed by Brockdale at any time provided that the roadway meets the specifications above-mentioned specification on the completion date.
- Traffic Control – All work shall be done in accordance with an approved traffic control plan approved by the City of Lucas.

Miscellaneous

- Guard Rail Repair (Sta. 35+00 and Sta. 40+00) – Restore, replace, or abandon the guard rails between Sta. 35+00 and Sta. 40+00
- Street Signage – Replace the street signs along Sta. 0+00 to Sta. 50+00 with ornamental signs. Hillwood acknowledges and agrees to take responsibility of maintenance of any ornamental sign that is installed along Brockdale Park Road.

Permanent Pavement Plan Funding Structure

- **Phase I Interim Repairs**—Funded 100% by Hillwood/Brockdale
- **Phase II Interim Repairs**—Funded 100% by Hillwood/Brockdale
- **Phase III Permanent Repairs**—The costs of the permanent repairs will be funded by impact fees collected by the City from the Brockdale lots. Impact fees will be \$2,200 per lot, and will be collected as building permits are issued. The City will use 100% of the Brockdale impact fee strictly for the Phase III Permanent Repairs.

The timing of construction of the Phase III Permanent Repairs will commence upon 75% of the impact fees collected within the Brockdale subdivision and provided there are sufficient funds to perform the work; however, the work shall begin prior to the 206th impact fee being collected.

Any excess funds left in the impact fee account once the permanent repairs are completed will be released back to Hillwood no later than 90 days after project completion. In the event there are additional homes to be permitted after the permanent repairs are completed, the City shall continue to collect those impact fees and refund Hillwood. A refund shall be made to Hillwood the sooner of as every 10th home is permitted or on any annual basis.

In consideration of Hillwood’s participation in this project, we are requesting that the City be responsible for the remaining +/-3,000 linear feet of roadway from our entrance to the boat ramp for Lake Lavon (STA 50+00 to 80+00 on the attached exhibit). We would also ask the City to seek County participation for the portion of the roadway that we are improving in the current County right of way to be used towards the improvements from STA 50+00 to 80+00, which shall be improved in conjunction with the Phase III Permanent Repairs.



LEGEND:

- CITY ROAD
- ASPHALT ROAD
- CITY OF LUCAS
- CITY LIMITS
- ADD 4" FLEX AND PORTLAND
- HAUL OFF 10" ADD 4" FLEX
- ADD PORTLAND
- ADD PORTLAND ONLY



City of Lucas Council Agenda Request

Council Meeting: January 16, 2014

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: January 10, 2014

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider approval of the minutes from the December 19, 2013 Council; January 6, 2014 Special; January 8, 2014 Special; January 9, 2014 Special; and January 10, 2014 Special meetings.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

See attached.

MOTION:

I make a Motion to approve the minutes from the December 19, 2013 Council; January 6, 2014 Special; January 8, 2014 Special; January 9, 2014 Special; and January 10, 2014 Special meetings as presented.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City Council Regular Meeting
December 19, 2013, at 7:00 PM
City Hall - 665 Country Club Road
Minutes**

Call to Order

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present or (Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele (Absent)
Councilmember Jim Olk
Councilmember Philip Lawrence

Staff Present or (Absent):

Interim City Manager Dan Savage
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
Fire Chief Jim Kitchens

City Secretary Kathy Wingo
Public Works Director Stanton Foerster

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.
Councilmember Debbie Fisher led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

Erica King, 1195 Brockdale Park Road, Lucas, came forward to speak on the 45 MPH speed limit on Brockdale Park Road. Ms. King is very concerned for the construction traffic that is ignoring the cautionary sign of 25 MPH which Public Works Director Stanton Foerster placed temporarily. There are many families that travel this road. This road is not safe and improvements to this road need to be done sooner than later. The speed limit needs to be lowered permanently to 25 MPH.

Community Interest

2) Items of Community Interest.

Interim City Manager Dan Savage reminded the audience and Council that City Hall would be closed for the holidays on Tuesday and Wednesday, December 24th and 25th as well as Wednesday, January 1st.

Regular Agenda

- 3) Discuss and Consider approval of the minutes from the December 4, 2013 City Council Special and December 5, 2013 City Council Regular meetings. **[Wingo]**

MOTION: Councilmember Jim Olk made a Motion to approve the minutes from the December 4, 2013 City Council Special and December 5, 2013 City Council Regular meetings as presented. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

- 4) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Lakeview Downs concerning a 148.6956 acre tract of land located in Collin County, Texas known as Lakeview Downs, located off E. Lucas Road. **[Hilbourn]**

Councilmember Jim Olk expressed concern with tying the Zoning Use Chart as part of the agreement. Should the City revise the chart in the future the development agreement would also have to be amended.

Councilmember Olk went on to say that the agreement states that when development begins the City may annex the property. The term development is not defined.

The previous approved agreement is a facilities agreement which does not change.

There was a correction suggested to Article III, Voluntary Annexation, 3.1: Add "For purposes of this Agreement the term "Commences Development" shall mean at the time any permit application for Storm Water Run-Off is filed for the property with the City."

David Banowsky, 12801 N. Central Expressway, Suite 1700, Dallas, Texas representing the property owners thanked the Council for their consideration of this agreement in lieu of annexation.

MOTION: Councilmember Jim Olk made a Motion to approve Development Agreement between the City of Lucas and Lakeview Downs concerning a 148.6956 acre tract of land located in Collin County, Texas known as Lakeview Downs, located off E. Lucas Road with the correction suggested to Article III, Voluntary Annexation, 3.1: Add "For purposes of this Agreement the term "Commences Development" shall mean at the time any permit application for Storm Water Run-Off is filed for the

property with the City.” Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

- 5) Discuss and Consider the approval of **Ordinance # 2013-12-00774** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city’s limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [148.6956 acre tract known as Lakeview Downs, located off E. Lucas Road] **[Hilbourn]**

With the approval of Item 4 by the City Council, this item will be removed from the agenda.

The Ordinance # will be cancelled and reused at a later date.

- 6) Discuss and Consider the approval of **Ordinance # 2013-12-00773** an ordinance of the City of Lucas, Texas, annexing the hereinafter described territory into the City of Lucas, Texas, extending the boundary limits of the city so as to include said hereinafter described territory within the city’s limits, granting to all inhabitants and owners of territory all of the rights and privileges of other citizens, and binding the inhabitants by all the acts, ordinances and regulations of the city; adopting a service plan for the described territory; providing a repealing clause; providing a severability clause; and providing an effective date. [9.474 acre tract owned by Owen George and is located off E. Lucas Road] **[Hilbourn]**

Robert Burch, 2041 E Lucas Road, Lucas stated that the annexation would close his fireworks business. People from the community are hired from the community to help run the business. Mr. Burch said that the property is maintained and security is provided when the business is open to provide a good safe environment for families to shoot their fireworks.

Alvin Lafon, 6269 CR 437, Princeton, Texas stated that this business has been in the same location for 29 years. We have always tried to be a good neighbor and help the community whenever possible. Mr. Lafon is opposed to this annexation.

Mayor Rebecca Mark felt that since Lakeview Downs is not going to develop at this time there is no need to annex this property. When the Lakeview Downs development begins, the City can talk about this annexation at that time.

Fire Chief Jim Kitchens stated that there have only been a few minor injuries (fireworks related) and a few small grass fires. There have not been any major issues at this location. Most of the issues risen from this location have been on the law enforcement side.

Councilmember Philip Lawrence could not support the annexation of the parcel at this time.

City Attorney Joe Gorfida stated that Council could amend the Code of Ordinances to regulate fireworks in the ETJ. If a development is in place on this parcel it could hinder the Council's ability to regulate the fireworks stands in the future.

MOTION: Councilmember Philip Lawrence made a Motion to deny this item. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

The Ordinance # will be cancelled and reused at a later date.

- 7) Discuss and Consider the approval of an amendment to the Development Agreement between the City of Lucas and Liberty Bankers Life Insurance Company concerning the upsize of a section of the water main and a revision to Exhibit G reflecting two dead-end cul-de-sacs in lieu of a single entrance with emergency gate. **[Hilbourn]**

The development agreement and development plan was originally approved on April 19, 2012. The developer is asking to alter the approved site plan to allow for two cul-de-sacs instead of a single entrance on Stinson with an emergency exit through Stinson Highlands. This agreement also has the developer upsizing a section of water main from an eight inch to twelve inch line.

The on-site waterline should be looped in the easements as shown in Exhibit B.

MOTION: Councilmember Jim Olk made a Motion to approve an amendment to the Development Agreement between the City of Lucas and Liberty Bankers Life Insurance Company concerning the upsize of a section of the water main and a revision to Exhibit G reflecting two dead-end cul-de-sacs in lieu of a single entrance with emergency gate and Section 2.3 of the agreement should reflect on-site waterline looping to be reflected in the utility easements per Exhibit B. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 8) Discuss and Consider a review for allowing Kyle Kruppa on behalf of Hillwood Communities and Brockdale Park Estates to make repairs and upgrades to Brockdale Park Road for no cost to the City of Lucas. **[Hilbourn]**

Kyle Kruppa on behalf of Hillwood Communities and Brockdale Park Estates has requested permission to make upgrades to Brockdale Park Road.

Interim City Manager Dan Savage stated there are possibly three times this roadway will need to be improved, construction of Phase I and Phase II of the development



MEMORANDUM

DATE: January 8, 2014
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Brockdale Park Road Work

City Staff met with representatives of Hillwood Development on Tuesday to continue negotiations on improvements to Brockdale Park Road. Staff has previously briefed the City Council on the different phases of the roadwork: immediate, intermediate and permanent repairs. Attached is a proposal from Kyle Kruppa, on behalf of Hillwood Development.

The developer wants to improve the roadway before marketing the homes. The subdivision will have 206 lots. Work will be divided into two phases of roughly 100 lots each. The immediate work would be done after the first phase of the subdivision is completed. We anticipate that the construction will further damage the road. While the full extent of the repairs is not known at this time, Hillwood Development will be responsible for making those repairs. This work will be underway this spring.

In two years or so, after the second phase of the subdivision work is completed, Hillwood will undertake temporary repairs similar to those envisioned on Phase I.

Hillwood will be responsible for all Phase I and Phase II work from East Lucas Road a distance of 5,000 feet which is roughly 600 feet past its entry point. Brockdale Park Road extends an additional 3,000 feet to the entrance of the boat ramp. Hillwood will pay for all work done in Phase I and Phase II.

The Phase III permanent repairs will not start until at least 75% of the 206 homes have been permitted. Hillwood Development proposes a \$2,200 assessment fee be

added to each building permit for the exclusive use of the Brockdale Park Road permanent improvements in the 5,000 feet starting from East Lucas Road. The assessment would generate \$453,200. Hillwood Development proposes that the City of Lucas undertake the responsibility for managing the permanent repairs, using the basic specifications set forth in their proposal. This is similar to the city's specifications for road repairs, but this pavement would be widened to 24 feet because of the anticipated traffic load. Hillwood Development has estimated that this would cost around \$300,000 in today's dollars. This is in line with our costs in our annual street work with APAC. This would be done on or around the end of 2018, so costs will no doubt go up by then. The assessment fees should more than cover any cost increase. Hillwood Development has asked that the City of Lucas refund any monies left over at the end of the permanent repairs.

As part of its proposal Hillwood Development has asked that the remaining 3,000 feet of Brockdale Park Road be improved on or about the same time as the permanent repairs are made by the City of Lucas and Collin County, a portion of the road is in the County and it is reasonable to ask the County to participate in this work. This road is in need of maintenance and does lead to the lake, the horse trail, and the raptor park, so it is a City and County responsibility.

I recommend that the City Council approve this request. It is a reasonable way to share the costs of the road repairs and it gives the City time to work its future costs into the budget. If the City Council concurs, Staff will work with the City Attorney to prepare a Facilities Agreement contract for this work.

Thank You,

Dan Savage
Interim City Manager

and the end of the construction period. The developer recognizes that the roadway needs to be improved now.

Staff will continue to have discussions with the development. There are some reasonable long term repairs that could be done. Staff should be able to bring something for Council to consider at the January 16th meeting.

Staff will, in the meantime, address the issue of the speed limit and traffic safety issues and take any action necessary.

Brad King, 1195 Brockdale Park Road, came forward to speak. This construction team is not a good neighbor. Mr. King suggests that the City lock the development into repairing this roadway.

Patricia Jasina, 1245 Brockdale Park Road, came forward to speak. These construction trucks are doing 50 MPH down this roadway. Ms. Janina appeals to the Council to take care of these issues.

- 9) Discuss and Consider the approval of an Interlocal Agreement between North Texas Municipal Water District and the City of Lucas regarding the North McKinney Pipeline Phases I and II and the participation in the construction of Phase One Rock Ridge Road 12 inch waterline in an amount not to exceed \$500,000. **[Foerster]**

Previous efforts by the City of Lucas to place a 12-inch waterline along Rock Ridge Road were thwarted by Collin County because the county would not allow the city to use county right-of-way. During last summer, staffs from NTMWD and City of Lucas began discussing shared use of easements belonging to either party as a way for both parties to complete the construction of needed infrastructure.

In August of this year, the Lucas City Council approved a professional services agreement with Freese and Nichols, Inc. for the design of the Rock Ridge Road 12-Inch Waterline Phase I. The design was completed and added to the NTMWD Project Number 210 construction plans and advertised for letting in November.

In November, City Staff sent a letter to Jim Parks, Executive Director, of the NTMWD requesting an ICA for this matter. The letter is attached.

The NTMWD Board meets on 12/19/13. Two items for their discussion and consideration is the awarding of Project No. 210 for construction and this ICA. The City of Lucas portion of this project is an alternate to Project No. 210. The City of Lucas is not obligated to approve the ICA. If the city does not approve the ICA, NTMWD will still be able to move forward with Project No. 210.

This ICA will allow the following:

- 1) Obligate a not to exceed amount of \$500,000.00 in city funds for the construction of 4300+/- feet of 12-inch waterline from the Exchange

Parkway/Highland Court intersection within the City of Allen's Extraterritorial Jurisdiction to the Rock Ridge Road/Country Club Road intersection; and

- 2) The cooperative use of easements between the Exchange Parkway/Highland Court intersection to north of the Wolf Creek Drive/Country Club Road intersection.

During the December 19, 2013, City Council meeting, City Staff will be informed by the NTMWD staff of the NTMWD Board actions regarding the ICA.

Currently the NTMWD is negotiating Change Order Number 1 with the prospective contractor. NTMWD will not have a final number for the City of Lucas regarding our cost for the 12-inch waterline construction. For this reason, NTMWD and city staff have placed a not to exceed amount in the ICA of \$500,000. NTMWD estimates the city's cost to be \$474,694.71.

If the City Council does not approve the obligation of the construction funds, the NTMWD staff has requested that the portion of the ICA allowing NTMWD to use City of Lucas easements be approved.

MOTION: Councilmember Wayne Millsap made a Motion to approve Interlocal Agreement between North Texas Municipal Water District and the City of Lucas regarding the North McKinney Pipeline Phases I and II and the participation in the construction of Phase One Rock Ridge Road 12 inch waterline in an amount not to exceed \$500,000. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

- 10) Discuss and Consider the approval of an Advanced Funding Agreement between the City of Lucas and Texas Department of Transportation (TxDOT) regarding the reconstruction of Estates Parkway/Angel Parkway intersection improvements (CSJ: 2401-01-008 Intersection Improvements project on FM 2170). **[Foerster]**

Mayor Rebecca Mark recused herself from the item discussion due to the proximity to her residence. An Affidavit of Conflict of Interest was completed by Mayor Rebecca Mark and becomes a part of these minutes. Councilmember Jim Oik took control of the meeting.

City Staff has been meeting with TxDOT, Collin County, and City of Allen to find a way to improve the eastern leg of the Estates Pkwy/Angel Pkwy intersection. Staff will continue to seek funding from Collin County and the City of Allen. To date, neither agency has committed funding to the project. Staff is proposing to use Roadway Impact Fees. The current construction estimate is \$500,000 to \$600,000. The engineering costs are estimated to be \$70,000.00.

Commission Minute Order Number 113675 authorizes TxDOT to undertake and complete a highway improvement generally described as the construction of

intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County.

The City has requested that TxDOT allow the City to participate in this improvement by funding that portion of the improvement described as the design and construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County, called the "Project".

TxDOT will be incurring \$111,600 in direct and \$48,300 indirect costs. To make all the number work out to satisfaction of TxDOT, the City shows the cost of the Project to be \$1,000,000. This was done to make sure TxDOT budgeted enough for their direct and indirect costs.

MOTION: Councilmember Wayne Millsap made a Motion to approve an Advanced Funding Agreement between the City of Lucas and Texas Department of Transportation (TxDOT) regarding the reconstruction of Estates Parkway/Angel Parkway intersection improvements (CSJ: 2401-01-008 Intersection Improvements project on FM 2170) and authorize the Interim City Manager to execute the agreement. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

The Mayor returned to the meeting.

- 11) Discuss and Consider the approval of Amendment Two to the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry PC regarding the addition of the landscape design in an amount not to exceed \$6,700 for the Fire Station Renovation and Addition Project. **[Savage]**

Presently, a living screen on the north side of the Fire Station site separates the Fire Station from the existing residence. Under City Code, a living screen may be approved by the Planning & Zoning Commission and the City Council in lieu of a masonry wall at least six feet in height. The landscaping plan is needed for the overall project development, but it is especially needed if the living screen is to be retained. The irrigation design is needed to support the landscaping plan.

MOTION: Councilmember Wayne Millsap made a Motion to approve an Amendment Two to the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry PC regarding the addition of the landscape design in an amount not to exceed \$6,700 for the Fire Station Renovation and Addition Project. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

- 12) Discuss and Consider the use of city facilities for non-city business meetings and events.

This item will be brought back for consideration in January.

Executive Session

City Council convened into Executive Session at 9:12 p.m.

- 13) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

Regular Agenda

City Council reconvened into Regular Session at 9:40 p.m.

- 14) Take any action as necessary from the Executive Session.

There was no action taken as a result of Executive Session.

- 15) Adjournment.

MOTION: Councilmember Jim Olk made a Motion to adjourn the meeting at 9:40 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on January 16, 2014.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City Council Special Meeting
January 6, 2014, at 6:45 PM
City Hall - 665 Country Club Road
Minutes**

Call to Order

Mayor Rebecca Mark called the meeting to order at 6:45 p.m.

Present/(Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Phil Lawrence (absent)
Interim City Manager Dan Savage

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.

Executive Session

The City Council convened into Executive Session at 6:45 p.m.

- 1) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to conduct an interview for the hiring and appointment of the City Manager.

Regular Agenda

The City Council reconvened into Regular Session at 8:05 p.m.

- 2) Take any action as necessary from the Executive Session.

No action to be taken as a result of the Executive Session.

- 3) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 8:05 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on January 16, 2014.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City Council Special Meeting
January 8, 2014, at 6:45 PM
City Hall - 665 Country Club Road
Minutes**

Call to Order

Mayor Rebecca Mark called the meeting to order at 6:45 p.m.

Present/(Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Phil Lawrence (absent)
Interim City Manager Dan Savage

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.

Executive Session

The City Council convened into Executive Session at 6:45 p.m.

- 1) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to conduct an interview for the hiring and appointment of the City Manager.

Regular Agenda

The City Council reconvened into Regular Session at 8:35 p.m.

- 2) Take any action as necessary from the Executive Session.

No action to be taken as a result of the Executive Session.

- 3) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 8:35 p.m. Councilmember Jim Olk seconded the Motion. Motion carried.
Vote: 6-0.

These minutes were approved by a majority vote of the City Council on January 16, 2014.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City Council Special Meeting
January 9, 2014, at 6:45 PM
City Hall - 665 Country Club Road
Minutes**

Call to Order

Mayor Rebecca Mark called the meeting to order at 6:45 p.m.

Present/(Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Phil Lawrence
Interim City Manager Dan Savage

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.

Executive Session

The City Council convened into Executive Session at 6:45 p.m.

- 1) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to conduct an interview for the hiring and appointment of the City Manager.

Regular Agenda

The City Council reconvened into Regular Session at 8:05 p.m.

- 2) Take any action as necessary from the Executive Session.

No action to be taken as a result of the Executive Session.

- 3) Adjournment.

MOTION: Councilmember Debbie Fisher made a Motion to adjourn the meeting at 8:05 p.m. Councilmember Phil Lawrence seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved by a majority vote of the City Council on January 16, 2014.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary

These minutes were approved by a majority vote of the City Council on January 16, 2014.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Stanton Foerster, PE

Account Code #: Roadway Impact Fees

Date Prepared: 01/06/14

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of an agreement between the City of Lucas and Metropolitan Infrastructure, PLLC for professional services associated with Commission Minute Order # 113675 authorizing TxDOT to construct intersection improvements along FM 2170 and FM 2551 to East of FM 2551 in the City of Lucas, Collin County.

RECOMMENDED ACTION:

Allow the Interim City Manager to enter into a professional service agreement in the amount of \$70,000 with Metropolitan Infrastructure, PLLC, for the plans, specifications, and estimates for the highway improvement generally described as the construction of intersection improvements along FM 2170 from FM 2551 to East of FM 2551 in the City of Lucas, Collin County.

SUMMARY:

City staff has been meeting with TxDOT, Collin County, and City of Allen to find a way to improve the eastern leg of the Estates Pkwy/Angle Pkwy intersection. Staff will continue to seek funding from Collin County and the City of Allen. To date, neither agency has committed funding to the project. Staff is proposing to use Roadway Impact Fees. The current engineering estimate is \$500,000 to \$600,000. The engineering costs are estimated to be \$50,000.00 plus a \$20,000 allowance for dealing with TxDOT.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: SWF / 01/06/14

City Manager: /

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Metropolitan Infrastructure, PLLC (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services for the City for the plans, specifications and estimates (PS&E) for the reconstruction of FM 2170 from FM 2551 to approximately 1600 feet east along FM 2170. This PS&E will include modifications to the intersection of FM 2170 at FM 2551 to widen the eastbound movement to two lanes, dropping one eastbound lane at Rock Ridge Road, and transitioning to meet the existing roadway configuration which consists of two 12-foot lane with a 14-foot flush median and a similar transition is planned for the west bound movement with a flaring of the pavement west of Rock Ridge Road to meet the existing intersection with at Angle Parkway, in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

2.3 Topographic Survey documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives and/or employees in connection with the Project are intended for the use and benefit of the City. Professional and its consultants, agents, representatives and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. City shall have full authority to authorize its contractors and sub-contractors, City consultants and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall, upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 City shall compensate Professional for the services by payment of a fee not to exceed \$50,000.00 plus a \$20,000.00 allowance for dealing with TxDOT.

4.2 City shall compensate Professional for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

5.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities and personnel necessary to perform the services required under this Agreement, unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to complete regular oral or written reports, require that Professional devote his full-time services to City or dictate Professional's sequence of work or location at which Professional performs his work.

Article VII Miscellaneous

7.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

7.2 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

7.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

7.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.7 Independent Contractor. It is understood and agreed by and between the parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

7.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile 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 set forth herein:

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

With Copy to:
Joe Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:
Metropolitan Infrastructure, PLLC
Louis Frisbie, PE
Project Manager/President
9601 White Rock Trail, Suite 204
Dallas, Texas 75238

7.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

7.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

7.11 Indemnification.

- (A) **PROFESSIONAL SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY PROFESSIONAL AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES; INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM PROFESSIONAL IS LEGALLY RESPONSIBLE (HEREINAFTER “CLAIMS”). PROFESSIONAL IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.**
- (b) **IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY PROFESSIONAL IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OF ALL ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROFESSIONAL’S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL’S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY’S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.**

7.12 Audits and Records. Professional agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional’s records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

7.13 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

7.14 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2014.

City of Lucas, Texas

By: _____
Dan Savage, Interim City Manager

Approved as to form:

By: _____
Joe Gorfida, Jr., City Attorney
(JIG/61815)

EXECUTED this _____ day of _____, 2014.

Professional

By: _____
Name: _____
Title: _____

**EXHIBIT “A”
SCOPE OF WORK**



METROPOLITAN INFRASTRUCTURE, PLLC

9601 White Rock Trail, Suite 204

Dallas, TX 75238

(214) 341-1501 office

(214) 534-7830 cell

(214) 341-1640 fax

lfrisbie@metroinfrastructure.com

Mr. Stanton Foerster

Public Works Director

City of Lucas

665 Country Club Road

Lucas, TX 75002

972-727-8999

sfoerster@lucastexas.us

Re: Proposal for Preparation of PS&E for Widening FM 2170

MI 13040

Dear Mr. Foerster,

Metropolitan Infrastructure is pleased to submit this proposal to prepare a set of construction plans (PS&E) for the widening of FM 2170 from FM 2551 (Angel Parkway) to approximately 1600 feet east along FM 2170 (Estates Pkwy). This PS&E will include modifications to the intersection of FM 2170 at FM 2551 to widen the eastbound movement to two lanes, dropping one eastbound lane at Rock Ridge Road, and transitioning to meet the existing roadway configuration which consists of two 12 ft lanes with a 14 ft flush median. A similar transition is planned for the westbound movement with a flaring of the pavement past Rock Ridge to meet the existing intersection width at Angel Parkway. The scope of services to be performed by Metropolitan Infrastructure, PLLC is summarized below.

Surveying Services

- ❖ Obtain topographic surveying along FM 2170 for a distance of 1600 linear feet along the existing right of way

Engineering Services

- ❖ Project Manager shall coordinate with City's Director of Public Works to ensure that the proposed design is acceptable to the City and TxDOT
- ❖ Gather and analyze data to determine requirements and constraints as they relate to the design of the proposed roadway widening.
- ❖ Coordinate with TxDOT for Preparation of Programmatic Environmental Assessment (by TxDOT)
- ❖ Prepare a Traffic Impact Analysis of the FM 2170 intersections with FM 2551 and Rock Ridge Road using traffic volumes from records and Highway Capacity Analysis
- ❖ Prepare PS&E for review and approval by City of Lucas and TxDOT

Fees

MI proposes to complete the aforementioned scope of services for the fees provided below.

TxDOT Coordination Services	\$ 20,000
PS&E Engineering Services	<u>\$ 50,000</u>
TOTAL FIXED FEE:	\$ 70,000

Assumptions

The following assumptions have been made in preparing this agreement:

- ❖ Preparation of right of way mapping, boundary surveying, easements or right of way acquisition is not included in this proposal.
- ❖ Preparation of utility relocation plans, details or design is not included in this proposal
- ❖ Preparation of environmental documents is not included in this proposal.
- ❖ Traffic count collection is not included in this proposal.
- ❖ Preparation of geotechnical reports, services and investigations is not included in this proposal.

Best regards,

Louis Frisbie, P.E.
Project Manager/President



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Stanton Foerster, PE

Account Code #: Water Impact Fees

Date Prepared: 01/06/14

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of a contract between the City of Lucas and BW2 Engineers, Inc. for professional services concerning the design of an 8" waterline along Shepherds Creek Drive and obtain necessary easements, contract amount not to exceed \$15,500.

RECOMMENDED ACTION:

To obligate \$15,500 in Water Impact Fees for the easement and design costs associated with the eight-inch waterline connecting Stinson Highlands Phase 2 with the existing eight-inch waterline along Shepherds Creek.

SUMMARY:

As part of the developer's agreement with Stinson Highlands Phase 2, the opportunity arose to make a vital waterline connection between the development and Shepherds Creek. This connection completes a third waterworks loop in the southern half of the city. The three loops are as follows: 1) Southview Drive 12-inch, 2) proposed Stinson Road 12-inch, and 3) the Austin Trails-Stinson Highlands-Shepherds Creek eight-inch. Prior to the eight-inch connection, Shepherds Creek was the end of a 9,000-foot dead end waterline starting at the Stinson Road/Parker Road intersection. Besides fire protection, this work dramatically improved water quality, pressure and delivery to the southwestern portion of the city.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: SWF / 01/06/14

City Manager: /



BW2 ENGINEERS, INC.

August 16, 2013

Mr. Stanton Foerster, P.E.
Public Works Director
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Re: Shepherds Creek Drive Water Line Extension
Proposal for Engineering and Surveying Services

Dear Stanton:

BW2 Engineers, Inc. (BW2) is pleased to provide this proposal to the City of Lucas for the provision of professional engineering and surveying services associated with improvements to the City's water system. This water system improvements project includes water line improvements identified as the Shepherds Creek Drive Water Line Extension.

The Shepherds Creek Drive Water Line Extension includes construction of approximately 750 linear feet of a proposed 8" diameter water line, to be located from an existing water line located in the cul-de-sac at the end of Shepherds Creek Drive to the Stinson Highlands development. It is anticipated that the proposed water line will follow an existing property line in an existing 20 foot utility easement. It is our understanding that this water line will be constructed by the Stinson Highlands water line construction contractor as an off site water line as part of the Stinson Highlands development.

This proposed project will address a number of needs in the City's water system in the southern part of the City. The proposed project will result in the addition of a new water line and the looping of an existing dead end water line, which should improve the delivery capacity of the system in the Shepherds Creek Drive and Stinson Highlands areas, increase water system pressure in these areas, and enhance fire protection in these areas.

The scope of services to be performed by BW2 is summarized below.

Surveying Services

- ❖ Establish horizontal control and vertical control.
- ❖ Establish centerline of proposed pipeline in the field by field surveying.
- ❖ Obtain centerline profile for the proposed pipeline.
- ❖ Obtain topographic features each side of centerline of proposed pipeline, as required for design.

Engineering Services

- ❖ Participate in conferences with representatives of the City.
- ❖ Gather and analyze data to determine requirements and constraints as they relate to design of proposed water line.
- ❖ Establish pipeline alignment for proposed water line.
- ❖ Prepare preliminary plans.

Mr. Stanton Foerster, P.E.

August 16, 2013

Page 2

- ❖ Prepare the following final construction plans for the proposed water line:
 - Plan/Profile Sheets
 - Construction Detail Sheets

Fees

BW2 proposes to complete the aforementioned scope of services for the fees provided below.

❖ Surveying Services	\$ 1,500
❖ Engineering Services	<u>\$ 4,000</u>
TOTAL FIXED FEE:	\$ 5,500

Assumptions

The following assumptions have been made in preparing this agreement:

No easement documents for a permanent utility easement will be required.

Any temporary construction space required for the project will be obtained by the City by letter agreement with the property owner(s).

Geotechnical services are not included in this proposal.

Full time inspection services during construction are not included in this proposal.

Mr. Stanton Foerster, P.E.

August 16, 2013

Page 3

Terms and Conditions

Terms and conditions for the professional engineering and surveying services to be provided for this project will be included in the Professional Services Agreement for this project. Acceptance of this proposal will be confirmed by the execution of the Professional Services Agreement for the project. Receipt of a fully executed copy of the Professional Services Agreement will be considered authorization for BW2 to proceed with the project.

Very truly yours,

Michael R. Burge

Michael R. Burge, P.E.
Project Manager

J:\WPDOCS--BW2\PROPOSAL\Lucas\Shepherd's Creek Water Line\Shepherd's Creek Water Line Proposal 09.26.12.doc

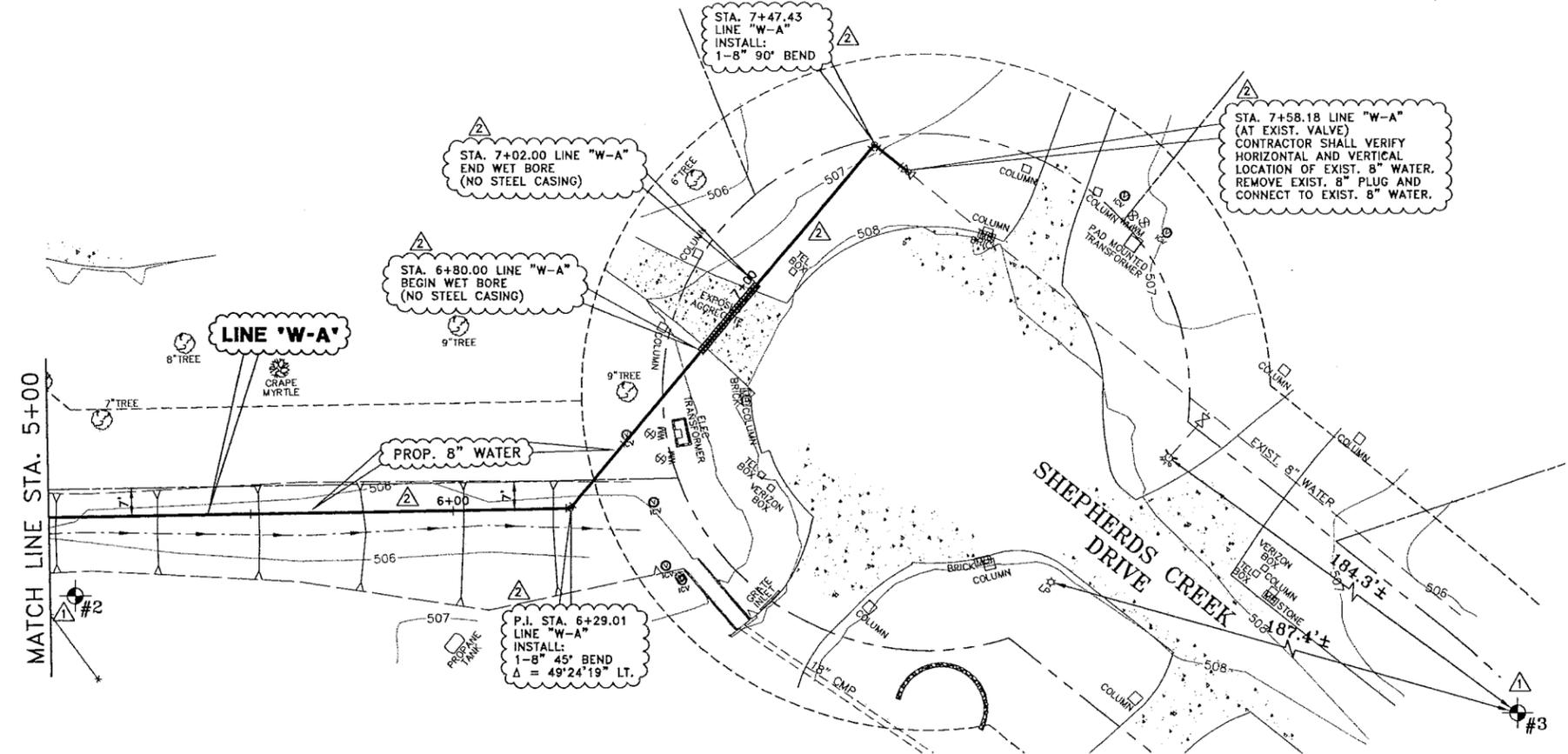
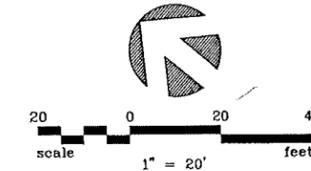
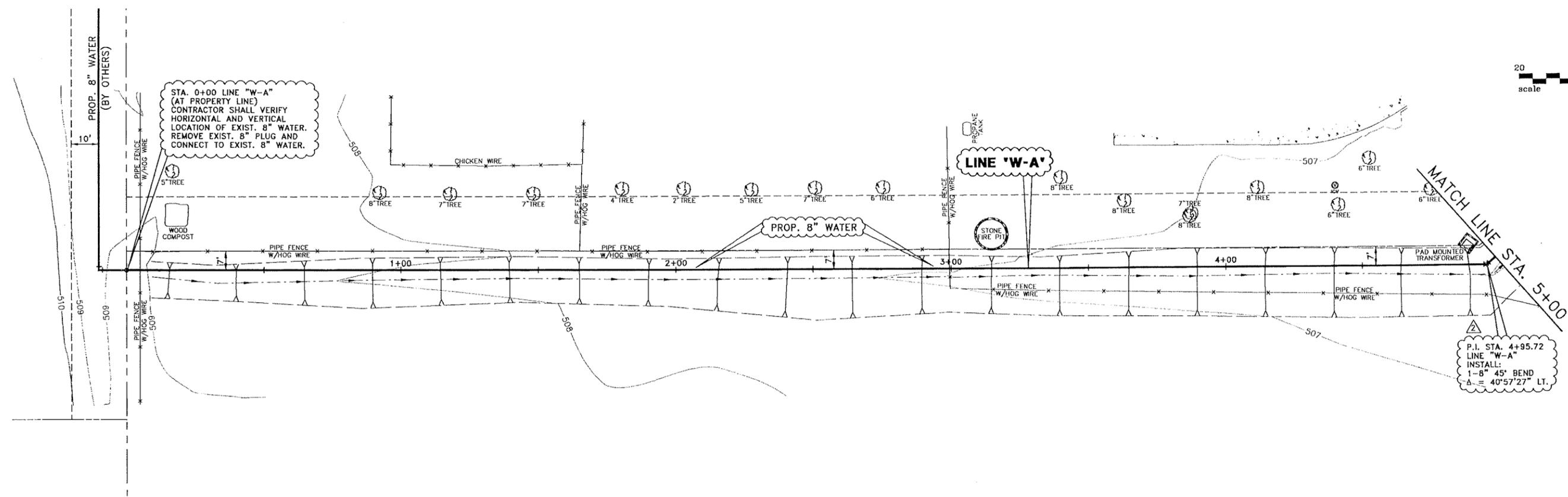
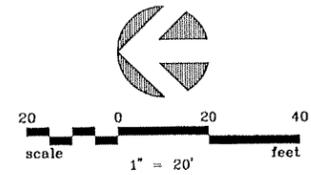
Mike,

You are approved to proceed. We need final plans by Thursday, Sept 19th. Please send me a formal agreement for Jeff's signature.

Approved:

JH Ftw

Public Works Director



- NOTES:**
- FOR INSTALLATION OF PROPOSED 8" WATER LINE, REFER TO GENERAL NOTES AND CONSTRUCTION DETAILS IN THE PLANS FOR STINSON HIGHLANDS, PHASE 2.
 - COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATES NORTH CENTRAL ZONE (4202) NAD 83 AT SURFACE WITH A SCALE FACTOR OF 1.000152710. VERTICAL DATUM IS AT NAVD 88.

△ HORIZONTAL & VERTICAL CONTROL POINTS

NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
#2	1/2" IR W/CAP	7076577.1870	2551627.0170	506.61
#3	1/2" IR W/CAP	7076209.3870	2551808.8310	505.59

△ PROPOSED WATER LINE "W-A"

STATION	NORTHING	EASTING
STA. 0+00	7077093.8231	2551633.3012
P.I. STA. 4+95.72	7076598.1102	2551635.0842
P.I. STA. 6+29.01	7076497.7649	2551722.8172
P.I. STA. 7+47.43	7076498.9404	2551841.2367

!! 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 DIG-TESS, TEXAS ONE CALL, LONE STAR NOTIFICATION 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.

NO.	DATE	REVISION	REVIEWED
6			
5			
4			
3			
△	9/30/13	REVISED WATER LINE ALIGNMENT	MRB
△	9/24/13	ADDED CONTROL DATA	MRB

DRAWN: BW2
 DESIGN: MRB
 REVIEWED: JFW
 SCALE: 1" = 20'
 DATE: SEPTEMBER 2013
 DWG. NAME: 1605SHEPWIRRY



BW2 Engineers, Inc.
 1919 S. Shiloh Road
 Suite 500, L.B. 27
 Garland, Texas 75042
 (972) 864-8200 (T) (972) 864-8220 (F)
 Firm Registration No. F-5290



**WATER SYSTEM IMPROVEMENTS
 SHEPHERDS CREEK DRIVE WATER LINE
 (750'± NORTH OF SHEPHERDS CREEK DRIVE CUL-DE-SAC)
 LINE "W-A" - STA. 0+00 TO STA. 7+58.18
 CITY OF LUCAS**

SHEET NO. 1
 OF 1 SHEETS
 JOB NO. 13-1605



ACCESS, DRAINAGE, AND UTILITY EASEMENT

STATE OF TEXAS

KNOWN ALL BY THESE PRESENTS:

COUNTY OF COLLIN

That **Phuc Ngo and Alyssa Ngo** ("Grantor(s)" [whether one or more]), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor(s), including the benefits to be obtained by Grantor(s) by reason of the construction of the improvements contemplated herein, the sufficiency of which is hereby acknowledged, paid in hand by the City of Lucas, Texas, ("Grantee"), has **GRANTED AND CONVEYED**, and by these presents does **GRANT AND CONVEY** unto Grantee a perpetual privilege, right, and easement (the "Easement") in and to those certain lots, tracts, or parcels of land situated in the County of Collin, State of Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Area").

The Easement hereby granted is for the purpose of giving to Grantee, its successors and assigns (including its franchised or authorized utilities), the right to:

- (1) Construct, reconstruct, alter, rebuild, and perpetually maintain utility facilities over, under, upon, across, and within the Easement Area together with the right to enter the Easement Area to inspect, operate, repair, replace, and remove the utility facilities; and
- (2) Occupy and use the surface of the Easement Area for the construction, reconstruction, alteration, rebuilding, and perpetual maintenance of drainage facilities over, under, upon, across, and within the Easement Area;
- (3) Divert, re-channel, or alter the course of the drainage of surface or flood waters within the Easement Area, including the right to increase the rate, efficiency or effectiveness of drainage flows by removing soil, trees or any other type of drainage impediments within the Easement Area; and
- (4) The right to enter the Easement Area to inspect, operate, repair, replace, and remove those drainage facilities.
- (5) Occupy and use the surface of the Easement Area for the purpose of access and travel.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors, assigns, and the public forever.

EXECUTED this the 19 day of September, 2013.

GRANTOR: [Signature]
Phuc Ngo

GRANTOR: [Signature]
Alyssa Ngo

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Collin

This instrument was acknowledged before me on the 19 day of September, 2013,
Phuc Ngo.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day
of 19, 2013. [Signature]

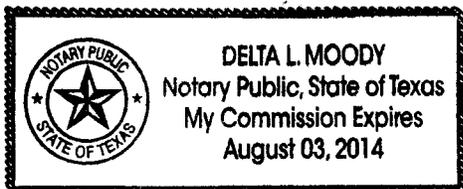
Notary Public in and for the State of Texas
Typed or Printed Name of Notary
My Commission Expires: 6-13-16



This instrument was acknowledged before me on the 20th day of September, 2013,
Alyssa Ngo.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day
of September, 2013. [Signature]

Notary Public in and for the State of Texas
Typed or Printed Name of Notary
My Commission Expires: Aug 3, 2014



CITY OF LUCAS, TEXAS
ACCESS, DRAINAGE, AND UTILITY EASEMENT
SHEPHERDS CREEK ADDITION
LOT 1

DESCRIPTION

BEING A 13,253 SQUARE FOOT PARCEL OF LAND OUT OF THE GEORGE GUNNELL SURVEY, ABSTRACT NO. 352, COLLIN COUNTY, TEXAS, AND BEING PART OF LOT 1, SHEPHERDS CREEK ADDITION, AN ADDITION TO THE CITY OF LUCAS, TEXAS, AS RECORDED IN CABINET L, SLIDE 242 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (PRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "A" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT IS THE INTENT TO DESCRIBE A STRIP OF LAND BEING 20 FEET IN WIDTH OFF THE ENTIRE EAST SIDE OF LOT 1, SHEPHERDS CREEK ADDITION:

The POINT OF BEGINNING is the most easterly corner of Lot 1, being the southwest corner of Lot 2, Shepherds Creek Addition, and being on the west line of the Right of Way on the Shepherds Creek Drive cul-de-sac, said point being at the beginning of a curve to the left;

THENCE with the curving Right of Way line, said curve to the left having a radius of 65.00 feet, through a central angle of $20^{\circ}09'22''$, an arc distance of 22.87 feet, and having a chord which bears South $20^{\circ}22'43''$ West, a distance of 22.75 feet to a point;

THENCE North $41^{\circ}09'41''$ West, departing said Right of Way line and crossing Lot 1, a distance of 175.74 feet to a point;

THENCE North $00^{\circ}12'22''$ West, a distance of 500.57 feet to a point on the north line of Lot 1;

THENCE North $89^{\circ}46'08''$ East, with the north line of Lot 1, a distance of 20.00 feet to a point, being the northeast corner of Lot 1, and being the northwest corner of Lot 2;

THENCE South $00^{\circ}12'22''$ East, with the line common to Lot 1 and Lot 2, a distance of 493.10 feet to an angle point;

THENCE South $41^{\circ}09'49''$ East, continue with said common line, a distance of 157.43 feet to the POINT OF BEGINNING, and containing 13,253 square feet of land.

NOTE:

The bearing basis for this document is State Plane Coordinates (NAD 83), for the State of Texas, North Central Zone (4202).

The bearing for the east line of Lot 1, per the plat of Shepherds Creek Addition is North $01^{\circ}02'50''$ East.

SURVEY: LEWIS P. TURNER SURVEY, ABSTRACT No. 901

LOCATION: LUCAS, TEXAS

EXHIBIT 'A': 13,253 S.F.

CITY OF LUCAS

ACCESS, DRAINAGE & UTILITY EASEMENT
SHEPHERDS CREEK ADDITION
LOT 1

NOTE: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLANE NAD83 NORTH CENTRAL ZONE (4202)

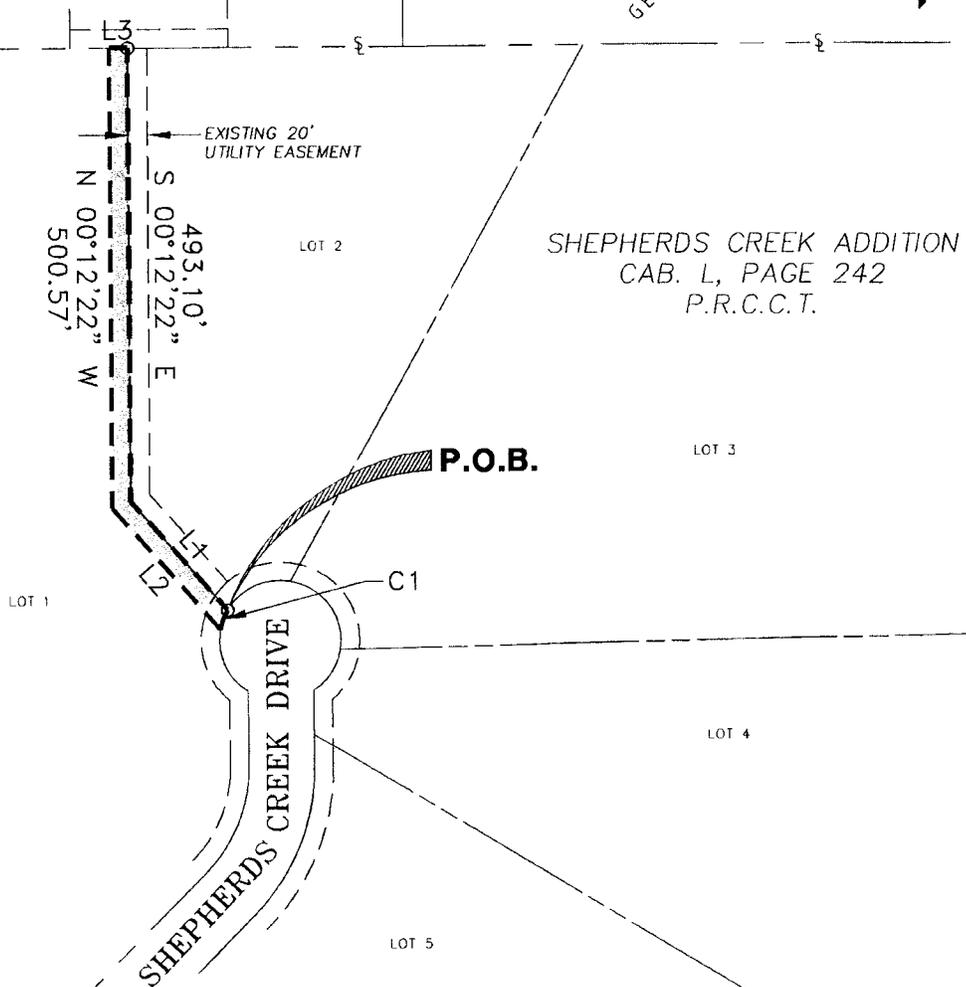
CURVE TABLE

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	65.00	20°09'22"	22.87	S 20°22'43" W	22.75

LINE TABLE

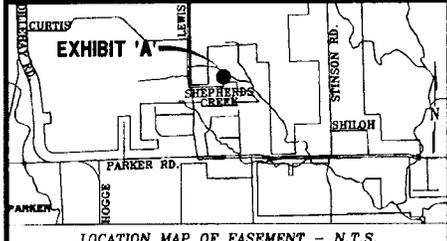
NUMBER	DIRECTION	DISTANCE
L1	S 41°09'49" E	157.43'
L2	N 41°09'49" W	175.74'
L3	N 89°46'08" E	20.00'

GEORGE GUNNELL SURVEY
ABSTRACT No. 352

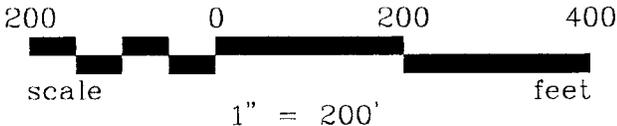


LEGEND:

○ 1/2" IRON ROD FD.



BW2 Engineers, Inc.
1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (T) (972) 864-8220 (F)
Firm Registration No. F-5290



BW2 JOB NO: 13-1605
DATE: SEPT. 2013

DRAWN BY: BW2
CHECKED BY: BW2

Supplementary Easement Acquisition Agreement

This is a limited, supplementary agreement (the "Agreement") between the City of Lucas, Texas (the "City") and Phuc and Alyssa Ngo (the "Grantors"). In order for the Agreement to be valid, the Agreement must be signed and dated by the City and the Grantors on or before Thursday, September 19, 2013.

Phuc and Alyssa Ngo are the owners of the property commonly known as 1355 Shepherds Creek Drive, Lucas, Texas (the "Property").

The Grantors agreed to receive \$500.00 (Five Hundred Dollars) in compensation from the City for granting a 13,253 square foot Access, Drainage, and Utility Easement (the "Easement") to the City. **The Grantors and the City further agree to the following:**

For a time period limited to three months after the substantial completion of the utility project within the Easement, the City at the City's expense shall:

1. Restore the Easement and Grantors' fence to **"as near as possible"** to the original condition of the Easement and fence prior to the construction of the utility.
2. Provide the Grantors with a water meter and irrigation system (southern 350 feet of the Easement) Property within the Easement. The Grantors shall be responsible for the cost of the water metered.
3. Reimburse the Grantors for the cost of attaching the Easement irrigation system to the Grantors' existing irrigation system. The reimbursement shall be limited to \$1,000.00 (One Thousand Dollars). *at City's cost*
4. Re-sod the southern 350 feet of the Easement. The Grantors will be responsible for maintaining and for watering the re-sodded area.
5. Re-grade Easement to establish positive drainage.

Grantor: Phuc Ngo *Phuc Ngo* Sept. 19, 2013
Date *19 DW*
(Void if dated after Thursday, September 19, 2013)

Grantor: Alyssa Ngo *Alyssa Ngo* Sept. 20, 2013
Date *19*
(Void if dated after Thursday, September 19, 2013)

Approve by the City of Lucas Kathy Wingo *Kathy Wingo* 9/30/13
Date





**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Stanton Foerster, PE

Account Code #: Water Fund Reserves

Date Prepared: 01/06/14

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of a contract between the City of Lucas and THB Construction, LLC for the installation of 200 linear feet of a 6" waterline with fire hydrant along Lost Valley Drive, contract amount not to exceed \$12,975.

RECOMMENDED ACTION:

To obligate \$12,975.00 in Water Fund Reserves for the Lost Valley six-inch waterline installed by THB Construction, LLC.

SUMMARY:

The developers of Winding Creek Reserve hired THB Construction to install waterworks within the development connecting the Winningkoff 12-inch with the Lost Valley six-inch. When THB Construction exposed the waterline along Lost Valley, it turned out to be a two-inch waterline. Staff determined the need for fire protection and improved water delivery along Lost Valley Drive was needed. THB Construction replaced 200 linear feet of two-inch waterline with a six-inch waterline and added a fire hydrant to the north end of Lost Valley Drive at the city's request. The work was completed in late December 2013.

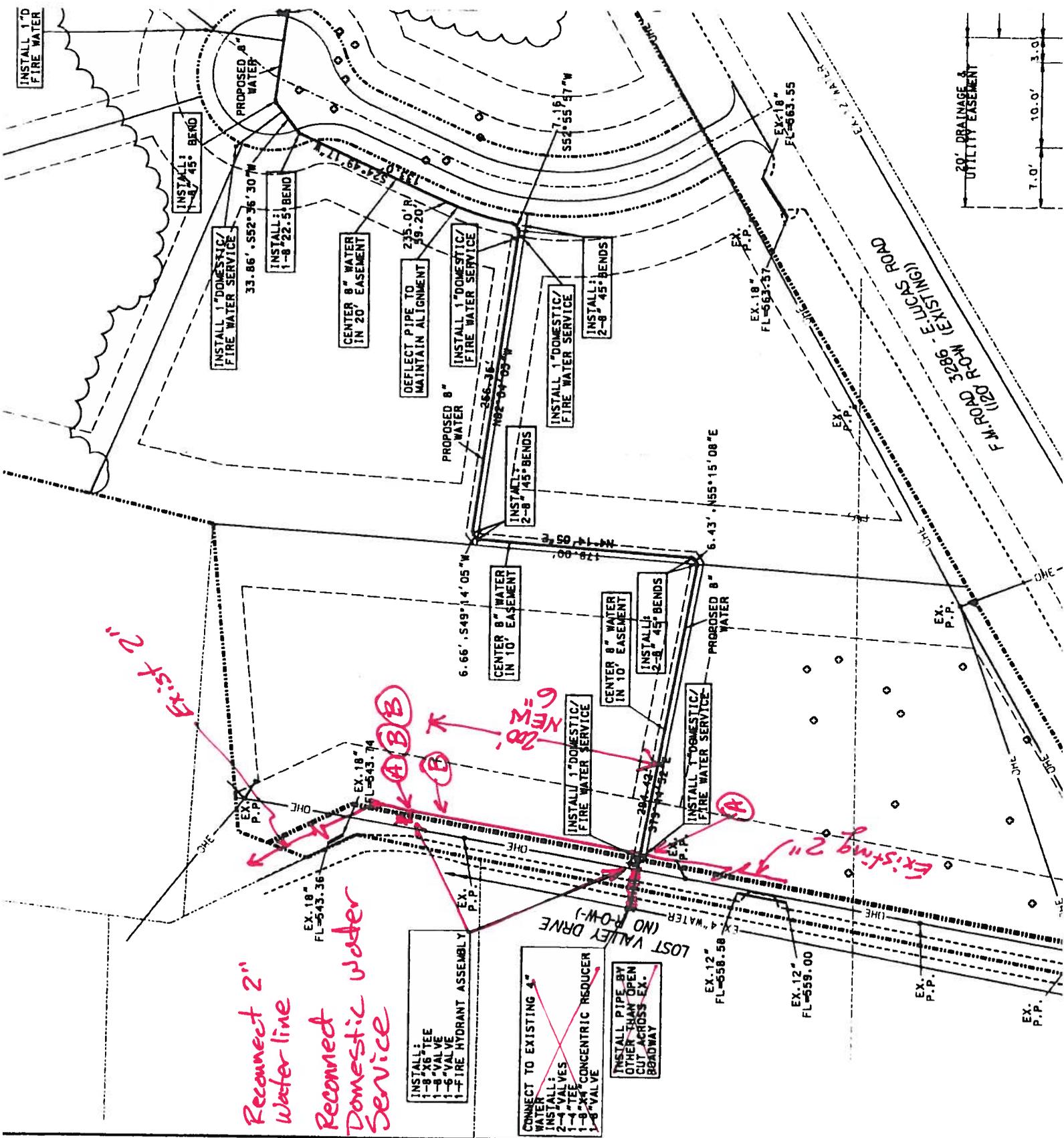
MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: SWF / 01/06/14
City Manager: /



(A) Reconnect 2" Water line
 (B) Reconnect Domestic Water Service

Exist 2"

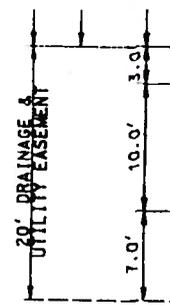
20' NEW

Existing 2"

INSTALL:
 1-8" TEE
 1-8" VALVE
 1-8" VALVE
 1-FIRE HYDRANT ASSEMBLY

CONNECT TO EXISTING 4" WATER
 INSTALL:
 2-4" VALVES
 1-4" TEE
 1-8" X 4" CONCENTRIC REDUCER
 1-8" VALVE

INSTALL PIPE BY OTHER BRAN OPEN CUT ACROSS EX. BROADWAY



F.M. ROAD 3286 - E. LUCAS ROAD (120' ROW - EXISTING)

LOST VALLEY DRIVE (NO ROW)

INSTALL 1" D FIRE WATER

INSTALL BEND 1-4" 45°

INSTALL 1" DOMESTIC/FIRE WATER SERVICE 33.86' S52°36'30"W

INSTALL 1-8" 22.5° BEND

CENTER 8" WATER IN 20' EASEMENT

DEFLECT PIPE TO MAINTAIN ALIGNMENT

INSTALL 1" DOMESTIC/FIRE WATER SERVICE 235.0' R 59.20'

INSTALL 2-8" 45° BENDS

INSTALL 1" DOMESTIC/FIRE WATER SERVICE

INSTALL 2-8" 45° BENDS

EX. 18" P.P. FL=663.57

EX. 18" FL=663.55

EX. 18" P.P. FL=658.58

EX. 12" FL=659.00

EX. P.P.

EX. P.P.

EX. 18" P.P. FL=643.74

CENTER 8" WATER IN 10' EASEMENT

CENTER 8" WATER IN 10' EASEMENT

INSTALL 2-8" 45° BENDS

INSTALL 1" DOMESTIC/FIRE WATER SERVICE

PROPOSED 8" WATER

EX. 18" FL=643.36

EX. 12" FL=658.58

EX. P.P.

EX. P.P.

20' DRAINAGE & UTILITY EASEMENT

7.0' 10.0' 3.0'



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Stanton Foerster

Prepared by: _____

Account Code #: None _____

Date Prepared: January 7, 2014

Budgeted Amount: None

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the basic schematic details for W. Lucas Road concerning location of turn lanes and lane use.

RECOMMENDED ACTION:

Approve the recommended W. Lucas Road schematic.

SUMMARY:

The schematic will be provided separate from the packet.

In November 2013, BW2 began design work on the reconstruction of W Lucas Road from Country Club Road to Angel Parkway. Staff has reviewed the schematic.

MOTION:

I make a Motion to approve/deny the W. Lucas Road schematic as presented by staff.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Dan Savage

Prepared by: Dan Savage

Account Code #: NA

Date Prepared: _____

Budgeted Amount: AN

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the parking regulations and 2009 Memorandum of Understanding for Lovejoy High School regarding stadium parking.

RECOMMENDED ACTION:

I request that the City Council look at a variety of options available for establishing future parking requirements at Lovejoy High School football stadium.

SUMMARY:

The 2009 MOU between the City of Lucas and Lovejoy ISD requires 466 additional parking spaces be added as part of the next expansion of Lovejoy High School. The City Council may choose to leave the requirement in place or consider other options which would change the parking requirements.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



MEMORANDUM

DATE: December 27, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Lovejoy High School Parking Requirements

Attached are several documents which address parking requirements at Lovejoy High School. There are 1109 parking spaces at the high school. That number is more than adequate to meet the parking requirements for the high school, but is below the City code requirements for the football stadium. The current high school population is around 1500 students. At build out the populations will increase to roughly 2000, a 33% increase.

In 2009 the City Council and Lovejoy Independent School District Board approved and signed a Memorandum of Understanding (MOU) that called for the construction of 466 additional parking spaces when the next high school expansion occurs. Our rough estimate of the cost of one concrete parking space is \$2500. The cost for 466 spaces is roughly \$1,165,000. These spaces would probably be used less than ten times a year.

The current parking requirement is one parking space for every three stadium seats. This is found in Section 14.04.033(16) Places of Public Assembly (not listed) of the Code of Ordinances. It was adopted on September 1, 2011. Prior to that the standard was one for every four seats. Also we think that offsite parking agreements could be used, but have not found documentation of that.

Attached is a memorandum from City Attorney Joe Gorfida which addresses the enforceability of the 2009 MOU. It is his opinion that the MOU is enforceable, as a matter of contract law, but the City Council may, if it chooses, rescind the agreement. If

that were to happen, then the code requirement in effect after the MOU is rescinded would be what was in effect when the stadium was first built.

If this were to happen, then LISD could request a special exception under Section 14.02.034 of the Code of Ordinances. This exception would be considered by the Board of Adjustments. As the City Attorney's memorandum indicates, the Board could grant this exception without having to find that it meets the usual hardship requirements. This approach allows the current one to three standard for places of public assembly to remain in place, but would allow a lower standard for the stadium.

If the City Council desires to consider changing the parking requirements to a different standard or desires to allow the use of offsite parking agreements, then the current parking regulations will need to be amended. As I wrote in my memorandum of December 11, 2013, this will require public hearings before the Planning and Zoning Commission and the City Council before the Council can vote to change the ordinance. I listed a number of options that could be considered in that memorandum.

Given the above, I recommend that the City Council consider changing the parking requirements at Lovejoy High School football stadium. While student enrollment will increase in the future with the next classroom expansion, the relatively infrequent use of the stadium may warrant some adjustments in the current agreements and regulations.

Thank You,

Dan Savage
Interim City Manager

Dan Savage

From: Joe Gorfida <Jgorfida@njdhs.com>
Sent: Wednesday, December 18, 2013 1:05 PM
To: Dan Savage; Joe Hilbourn
Subject: LISD and City MOU

Dan

You have requested an opinion as to enforceability of the Memorandum of Understanding Between the City and Lovejoy which required an additional 466 parking spaces at the time LISD increases the seating capacity of the stadium. The City council may enter into agreement that requires a party to adhere to standards that are stricter than the requirements under the code. The Council cannot grant a variance of deviation that is less strict than the code of ordinances unless the code allows such. However, nothing prevents the council from entering into an agreement, that would be enforceable through contract law, that provided stricter requirements on a party than the city code or state law requires.

In reading the memorandum of Understanding, it appears through the language in the agreement that this is an Agreement that is enforceable under contract law.

If the City desires to modify the parking requirement that is in the Agreement, they may rescind the Agreement. If the Agreement is rescinded, then LISD would have to meet the City Code requirements. If the LISD desires to reduce the parking requirements under the code, they may request a special exception. The provisions for a special exceptions are provided in Section 14.02.034 of the Code of ordinance. It states that the Board of Adjustments may (E) waive or reduce the parking and loading requirements in any districts. Whenever the character or use of the building is such as to make unnecessary the full provision or parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.

The finding required by the Board of Adjustments is not that the parking requirements create a hardship. The standard is simply meeting the requirement listed above.

Joe Gorfida, Jr.



Nichols, Jackson, Dillard, Hager & Smith LLP

500 N. Akard, 1800 Ross Tower | Dallas, Texas 75201 | 214.965.9900 Main | 214.665.3323 Direct | 214.965.0010 Fax
www.njdhs.com

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MEMORANDUM

DATE: December 11, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Parking Regulations

The City's zoning ordinance establishes parking requirements for the various zoning categories. The requirements for each category are designed to take into consideration the unique circumstances associated with parking demand in each zoning category.

One issue that has come up during my short tenure at the City of Lucas is the parking requirement for Lovejoy High School. The current ordinance establishes the parking requirement based on the number of seats in the football stadium. The requirement is one parking space for every three stadium seats. At present the Lovejoy High School football stadium has 7000+ seats and only 1109 available on site parking spaces. This is below the current code requirements and the requirements in place at the time of the last expansion.

In September of 2009 the City of Lucas City Council and the Lovejoy Independent School District approved a Memorandum of Understanding in which the Lovejoy ISD agreed to increase the number of parking spaces to 1575 at such time as future improvements were made to the Lovejoy High School campus. This agreement has not been implemented because the future improvements have not yet materialized.

The Memorandum of Understanding parking lot agreement clearly differs from the current parking requirements in the City Code of Ordinances. Under the one to three requirement for stadium seating, Lovejoy ISD would need to more than double the

number of parking spaces. A one to four standard was in place when the stadium was last expanded, so new construction would have to take that into consideration.

Staff is collecting information on stadium parking standards in other cities. In some cities the one to three standard is used. In others it ranges up to one to five or even one to six. There is no right answer. The risk is that the standard may require too few or too many parking spaces.

In the case of the Lovejoy High School stadium, the usage of the stadium is limited. Heavy parking loads may only occur ten or so times per year.

Some cities also allow the use of offsite parking agreements to handle heavy usage or overflow parking. The current ordinance does not provide for the use of that option, but the Lovejoy ISD apparently uses offsite parking at Hart Elementary School and the Grace Church.

To address this issue, I would like the City Council to consider several options.

First, you can leave the ordinance as is and enforce the one to three standard on new construction. There is ample space on the Lovejoy High School property to accommodate the additional parking.

Second, you could adopt a different standard, such as one to four, one to five, or one to six. Some additional parking may be needed at the time of a future expansion.

Third, you could allow the use of offsite parking agreements to address some or all of the additional parking needed on those ten or so times it is needed each year.

Fourth, you could adopt both a more lenient standard and allow the use of off street parking requirements to supplement the parking.

Fifth, you could adopt a standard based on the MOU requirements agreed to in 2009.

It will be beneficial to both the City and Lovejoy ISD to address this issue in a timely manner. A rough guesstimate is that each concrete parking space will cost roughly \$2500.

Thank You,

Dan Savage
Interim City Manager

2nd Version
9-17-2009

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LUCAS, TEXAS
AND
THE LOVEJOY INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (this "MOU") is entered into this ___ day of August, 2009, by and between the City of Lucas, Texas, a home rule municipality of the State of Texas ("City") and the Lovejoy Independent School District, an independent school district organized under the laws of the State of Texas ("LISD").

RECITALS

Whereas, the LISD high school (the "High School") is located at 2350 Estates Parkway in Lucas, Texas, on a campus consisting of approximately 69 acres (the "Property");

Whereas, there presently exists on the Property a primary campus building, together with an indoor multi-purpose facility, a football stadium, a baseball and softball complex, a field house, tennis courts, practice fields and associated parking, all of which support the activities of the High School (all of the foregoing being collectively referred to as the "Existing Facilities");

Whereas, the Existing Facilities were constructed substantially in accordance with the subdivision, building and other codes in effect at the time of such construction, for which certificates of occupancy were issued by the City;

Whereas, LISD has submitted to the City an application for a building permit to add a two-story classroom wing on the primary campus building (the "Current Work") and City has agreed to issue a building permit for such Current Work in accordance with the ordinances, rules and regulations of the City on the condition that LISD construct improvements to the fire lane serving the football stadium (the "Current Fire Lane Improvements"), to which LISD has agreed;

Whereas, LISD has intentions of further improving the Property in the future according to its long range master plan, which includes an additional two-story classroom wing, enlargement of the kitchen, dining and gym facilities in the primary campus building, press box facilities for the football stadium and the baseball and softball complex, enclosed batting cages and an early childhood center (collectively, the "Future Improvements");

Whereas, in reviewing the potential impact of the Future Improvements, City has requested and LISD has agreed to increase the on-site parking from the existing 1,109 parking spaces to 1,575 parking spaces and increase the coverage of the fire lanes serving the football stadium per the recommendations of the City of Lucas Building Official and

Fire Chief (collectively, the "Future Parking and Fire Lane Improvements") at such time as LISD undertakes work on the Future Improvements as defined above; and

Whereas, City and LISD desire to memorialize their understanding regarding the nature and timing for the Current Fire Lane Improvements and the Future Parking and Fire Lane Improvements.

Now, Therefore, in consideration of the above Recitals, the City and LISD do hereby agree as follows:

1. LISD shall expand the Current Work to include the construction of the Current Fire Lane Improvements constructed using three (3) inch asphalt in the location shown on the attached Exhibit "A" which is incorporated herein for all purposes. When constructed, the Current Fire Lane Improvements will allow fire and emergency access directly onto the track located within the football stadium. City acknowledges that driving or placing any fire or emergency vehicle or other apparatus on the track would cause irreparable damage to the track and agrees to use the track as a last resort only in the event of a catastrophic fire or catastrophic medical emergency and under the direction of the Fire Department's Incident Commander. The City assumes no liability or responsibility for damage that may occur from the use of the track in such event.
2. City shall issue a building permit for the Current Work based upon the plans and specifications presently submitted by LISD (to be amended to include the Current Fire Lane Improvements) in accordance with the ordinances, rules and regulations of the City.
3. The Future Parking and Fire Lane Improvements as reference herein shall mean and include the addition of 466 on-site parking spaces and the extension of the existing fire lane around the football stadium in the approximate locations as shown on Exhibit "A". The City shall be under no obligation to issue a building permit for any of the Future Improvements unless, at the time LISD makes application for a building permit for any of the Future Improvements, LISD includes in the scope of work relating thereto the Future Parking and Fire Lane Improvements.
4. City and LISD agree that future modifications and/or renovations to the Existing Facilities which require a building permit but do not materially increase the currently allowed number of occupants shall not constitute work on Future Improvements for the purpose of this MOU; and City shall not require the construction of the Future Parking and Fire Lane Improvements as a condition to the issuance of a building permit for such modifications and/or renovations. LISD agrees that

prior to the completion of construction of any permanent stadium improvements that do not require a building permit, but increase the current seating capacity of the stadium, LISD shall also increase the on-site parking spaces to the capacity defined in Paragraph 3 above.

- 5. Other than as specifically set forth herein, LISD does not waive any rights that it might have under or by virtue of the provisions of Chapter 245 of the Texas Local Government Code.

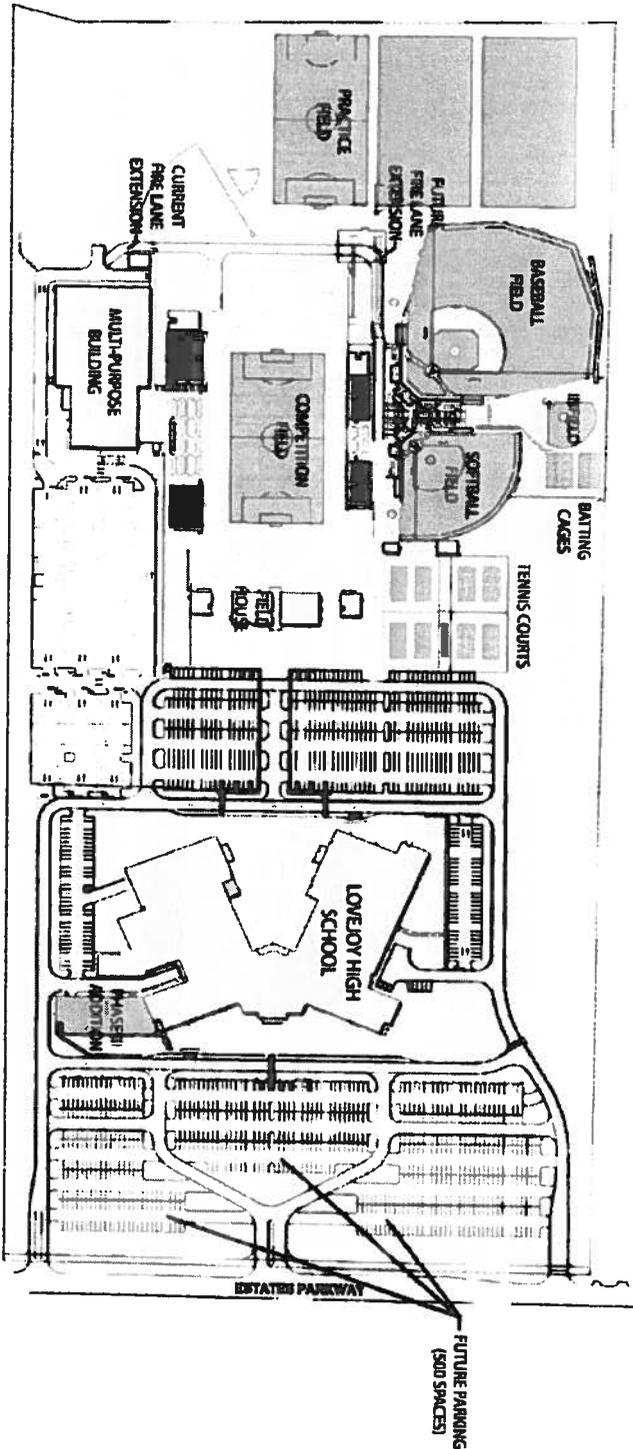
Executed on the day first written above.

City of Lucas, Texas

Lovejoy Independent School District

By: _____
Its: _____

By: _____
Its: _____



Memoranda
557468-6

LOVEJOY HIGH SCHOOL
LOVEJOY INDEPENDENT SCHOOL DISTRICT

SITE PLAN





**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Dan Savage

Prepared by: Dan Savage

Account Code #: NA

Date Prepared: _____

Budgeted Amount: AN

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider any direction from Council regarding street sanding for future ice storm events.

RECOMMENDED ACTION:

If the City Council desires to go forward with a street sanding program, I recommend City staff be directed to prepare a program and package for consideration during the mid-year budget review.

SUMMARY:

The City did not sand City streets during the December ice storm event. City staff worked with the Fire Department cutting tree limbs and clearing streets. If the City were to sand streets, a sanding program with priorities needs to be established and certain materials, equipment and resources would need to acquire to carry out the program.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



MEMORANDUM

DATE: December 27, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Street Sanding in Ice Storm

During the December ice storm event the streets in Lucas were coated with ice. Tree limbs were knocked down or were bent over because of the extra weight of the ice. In some cases streets were blocked by tree limbs. In others the low hanging limbs made it difficult for fire trucks and other large vehicles to drive through to their destination. This weather event limited travel throughout the City for at least two days, if not longer. Some homes and neighborhoods experienced power outages.

From my perspective the City's response, given our limited staffing and resources, was very good. Priority was given to supporting the Fire Department's ability to respond to fire or medical emergencies. Public Works and Development Services staff worked all day Friday and some on Saturday to cut tree limbs and clear streets so that Fire Department vehicles could drive through them. This was especially the case on Winningkoff Lane.

Prior to the ice event, the Public Works staff purchased 3 cubic yards of sand to help in the event of roadside emergencies.

During the ice event, the City did not attempt to sand streets because the City is not staffed or equipped to carry out a sanding program and do the things that the City staff did in supporting the Fire Department.

In the future, if the City wants to try to sand City streets, I would recommend that a program be set up based on specific criteria such as the following:

1. Sand the following bridges
 - a. Winningkoff
 - b. Blondy Jhune Road (2 bridges)
 - c. Snider Lane
 - d. Stinson
2. Sand certain residential streets as they intersect FM Roads, thoroughfare and collector streets.
3. Respond on a priority basis to Fire Department hot spots.
4. No sanding on private drives or private streets unless requested by the Fire Department in response to a specific emergency.

If the City Council is interested in addressing the sanding issue, I would recommend that staff be asked to develop a package that would include equipment and material needs as well as overtime funding for consideration during the midyear budget review. This will enable any equipment purchase to be made prior to the next winter.

This year's ice storm and the Super Bowl ice storm of 2011 were severe events that disrupted our normal lives and created hazardous conditions that posed a threat to life safety. There is no way of knowing when the next such event will occur or how frequent such events will be.

Attached is a list of potential intersections for sand.

Thank You,

Dan Savage
Interim City Manager

Potential Intersections for Sand

East Lucas Road

Cedar Bend Trail
Winningkoff Road
Woodmoor Circle
Brockdale Park Road
Lakeview Drive

Winningkoff Road

Hillcrest Drive
Rollingwood
Snider
McMillen

East Winningkoff Road

Shady Lane

Snider Lane

Snider Court
Susan Circle
Beverly Circle

Country Club

Cook Lane

West Lucas Road

Holly Lane

Estates Parkway

Orchard Road

Orr Road

Lucas Creek Drive

Forest Grove

Stonegate Boulevard



MEMORANDUM

DATE: December 27, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Willow Springs Middle School

A major portion of the Willow Springs Middle School is outside the Lucas City limits. This includes the school building and the athletic fields south of the building. The parking in front of the school building is in the City of Lucas.

In March, the Lucas Fire Department is scheduled to begin Advanced Life Support ambulance service. Presently, the middle school is served by the East Texas Medical Service based out of Wylie under Collin County contract. Because of the school's proximity to the Lucas Fire Department, our response time will be roughly eight minutes quicker than the East Texas Medical response time.

If the middle school were annexed, then it would be covered by Lucas Fire Department ambulance service. Many of the students are Lucas residents. If it is not annexed then a variety of issues will need to be worked out, including under what contract arrangement would Lucas Fire Department respond. A contract would need to be put in place that would deal with liability issues to protect the City and the paid and volunteer members of the Lucas Fire Department. (By the way, this will also need to be done for Seis Lagos and the rest of the County served by the Lucas Fire Department ambulance service.)

If the middle school is annexed, the City will lose the additional 50% surcharge on water revenue that customers outside of the City pay. I have developed a guesstimate of what that might amount to. The 50% surcharge will probably be in the \$9,000 to \$10,000 range.

I recommend that the City Council consider annexing the Willow Springs Middle School property as soon as possible to enable the Lucas Fire Department to begin providing direct ambulance service to that property.

Thank You,

Dan Savage
Interim City Manager



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: Dan Savage

Prepared by: Dan Savage

Account Code #: NA

Date Prepared: _____

Budgeted Amount: AN

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider authorizing Wiginton Hooker Jeffrey P.C. to prepare construction documents for the Lucas Fire Station Expansion project.

RECOMMENDED ACTION:

Recommend approval of City Manager's request to authorize preparation of construction documents for the Fire Station project.

SUMMARY:

Some work remains on the detailed design documents for the Fire Station Expansion project. To keep on schedule, I am asking that approval be given to prepare the construction documents. Those need to be completed by the end of February to allow advertising for bids in March.

MOTION:

I make a Motion to authorize Wiginton Hooker Jeffrey P.C. to prepare construction documents for the Lucas Fire Station Expansion project.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____



MEMORANDUM

DATE: December 27, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Approval to do Construction Drawings for Fire Station Renovations

Our Fire Station architect, Wington Hooker Jeffrey Architects P.C, have nearly completed work on the Design Development documents for the fire station renovation and expansion. Several finishing touches need to be added to the structural system and the mechanical, electrical, and plumbing drawings. Staff has reviewed the work done to date and has sent comments back to the architect. A cost estimator is preparing an updated cost estimate. The construction budget is roughly \$2,300,000. I will provide you with the cost update at the Council meeting or as soon as I receive it.

To keep the project on schedule, I am requesting that you authorize the architect to prepare the construction documents. Those are to be completed by the end of February to start the bidding process in March. The objective is to award the construction bid by the first meeting in May. It will take roughly a year to complete construction.

I recommend approval of the request to authorize the architect to prepare the construction documents.

Thank You,

Dan Savage
Interim City Manager



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion....

Or

No action to be taken as a result of Executive Session.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Take any action as necessary from Executive Session.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: January 16, 2014

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Adjournment.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to adjourn the meeting at _____ p.m.

APPROVED BY: _____ Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____