



**PUBLIC NOTICE**  
**City Council Regular Meeting**  
**February 20, 2014, at 7:00 PM**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, February 20, 2014, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

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**Agenda**

**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.

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1) Citizens' Input.

**Community Interest**

2) Items of Community Interest.

## Regular Agenda

- 3) Discuss and Consider approval of the minutes from the February 6, 2014 City Council Regular meeting. **[Wingo]**
- 4) Discuss and Consider the approval of a contract between the City of Lucas and Collin County Elections Administration for the purpose of providing May 10, 2014, General & Special Election Services, contract amount is approximately \$2,350. **[Wingo]**
- 5) Discuss and Consider the approval of Ambulance Transport Fees for the City of Lucas Fire Department. **[Kitchens]**
- 6) Discuss and Consider the approval of **Resolution # R-2014-02-00411** of the City Council of the City of Lucas, Texas, adopting the Master Fee Schedule, providing a repealing clause and providing an effective date. **[Hilbourn]**
- 7) Discuss and Consider the approval of an application submitted by M. Christopher Homes for an amended architectural plan for the office building located in the Village Center, 2730 Country Club, Lucas, TX. **[Hilbourn]**
- 8) Discuss and Consider the approval of **Ordinance # 2014-02-00774** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3, titled "Building Regulations" by amending Article 3.15 titled "Signs" by amending Section 3.16.007 titled "Exempt Signs" by amending Subsection 3.16.007(3) to provide for amended regulations for political signs and by adding a new Section 3.16.014 titled "Electioneering at Polling Locations" to provide regulations for electioneering at polling places located on City owned or controlled public property; providing a severability clause; providing a repealing clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of five

hundred dollars (\$500.00) for each offense; and providing for an effective date. **[Hilbourn]**

- 9) Discuss and Consider the approval of a Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the design of the Rock Ridge Road waterline in an amount not to exceed \$49,500 and authorize the use of Water Fund Reserves to fund the design work. **[Foerster]**
- 10) Discuss and Consider cost adjustments for the City of Lucas Fire Department Expansion Project budget. **[Savage]**
- 11) Discuss and Consider the request by Brockdale Park Development to make repairs and upgrade Brockdale Park Road and approval of a Facilities Agreement between the City of Lucas and Brockdale Park Development, a Hillwood Development, concerning funding for Phase III Improvements to Brockdale Park Road. **[Savage]**
- 12) Adjournment.

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**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.**

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<b>Approval</b>
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Approved by: Mayor Rebecca Mark, February 14, 2014.

<b>Certification</b>
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*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, February 14, 2014, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC  
City Secretary

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**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](mailto:secretary@lucastexas.us).**

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# LUCAS CITY COUNCIL

Meeting Date February 20, 2014

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## 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: February 20, 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: February 20, 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: February 20, 2014

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: February 7, 2014

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider approval of the minutes from the February 6, 2014, City Council Regular meeting.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve the minutes from the February 6, 2014, City Council Regular meeting as presented.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_





**City Council Regular Meeting  
February 6, 2014, 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 (Absent)

Mayor Pro Tem Kathleen Peele  
Councilmember Jim Olk  
Councilmember Philip Lawrence

Staff Present:

Interim City Manager Dan Savage  
City Attorney Whitt Wyatt  
Public Works Director Stanton Foerster

City Secretary Kathy Wingo  
Development Services Director Joe Hilbourn

It was determined that a Quorum was present.  
Everyone was reminded to turn off or silence cell phones.  
Mayor Pro Tem Kathleen Peele led everyone in saying the Pledge of Allegiance.

**Citizens' Input**

1) Citizens' Input.

There was no one present who wished to speak during Citizens' Input.

**Community Interest**

2) Items of Community Interest.

There were no Items of Community Interest.

**Regular Agenda**

3) Discuss and Consider approval of the minutes from the January 16, 2014 Council and January 24, 2014 Special meetings. **[Wingo]**

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the minutes from the January 16, 2014 Council and January 24, 2014 Special meetings as presented. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

- 4) Discuss and Consider the approval of **Ordinance # 2014-02-00773** of the City of Lucas, Texas, calling for a General Election to be held on May 10, 2014, for the purpose of electing two (2) City Councilmembers at large, Seats 1 and 2; by the qualified voters of the City of Lucas; providing for the publication and posting of notice of said election; providing for the appointment of a Deputy Early Voting Clerk; providing for Early Voting; establishing regular business hours of the City Secretary's Office; providing for a severability clause; and providing an effective date. **[Wingo]**

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve **Ordinance # 2014-02-00773** of the City of Lucas, Texas, calling for a General Election to be held on May 10, 2014, for the purpose of electing two (2) City Councilmembers at large, Seats 1 and 2; by the qualified voters of the City of Lucas; providing for the publication and posting of notice of said election; providing for the appointment of a Deputy Early Voting Clerk; providing for Early Voting; establishing regular business hours of the City Secretary's Office; providing for a severability clause; and providing an effective date. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

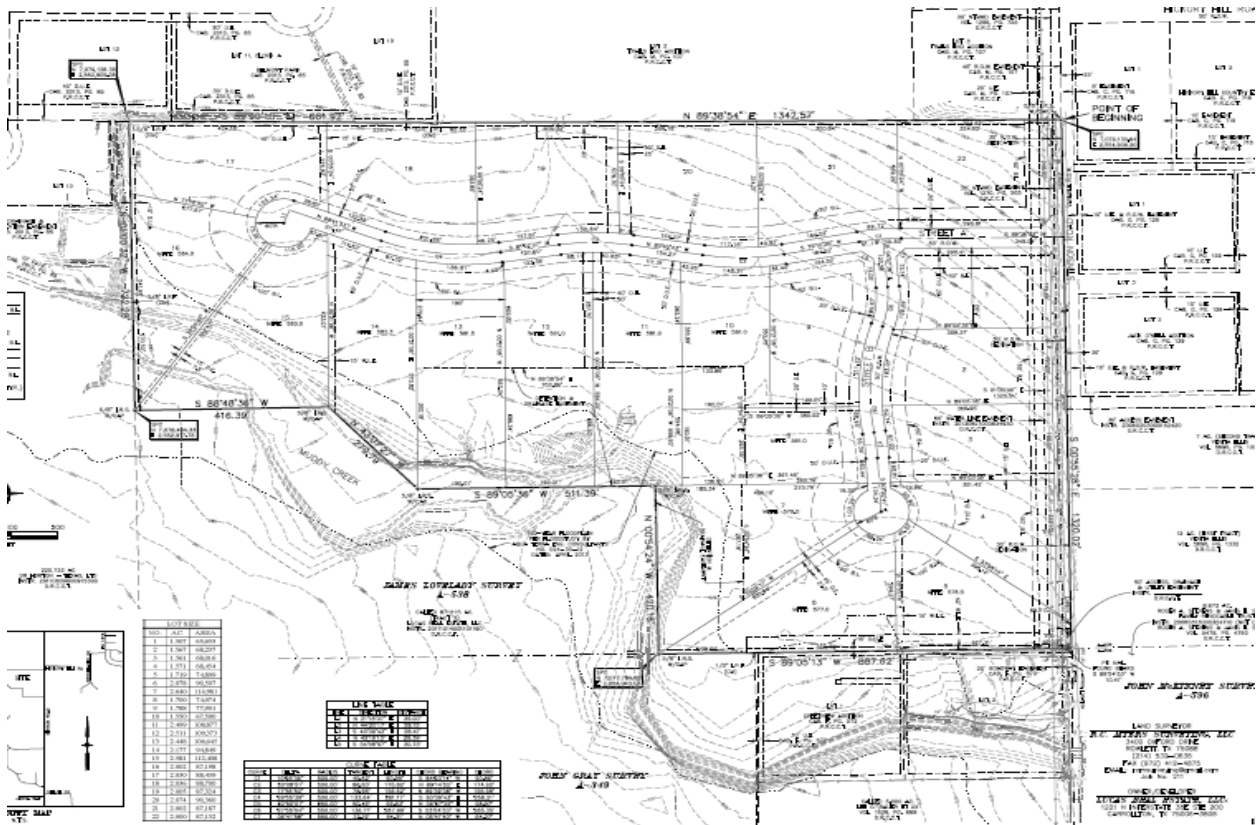
- 5) Discuss and Consider the approval of a preliminary plat for a tract of land situated in the James Lovelady Survey Abstract Number 538, Phase I of the Oakbrook Subdivision, 48.05 acres out of a total of a 92 +/- acre tract of land, consisting of twenty two lots, with a mixed zone of R-1.5 and R-2. **[Hilbourn]**

Todd Winters, on behalf of Liberty Bank, has submitted an application for a preliminary plat for a 92 acre parcel of land on Stinson Road commonly known as Oakbrook Estates.

The parcel has an approved development agreement with an approved concept plan that gives consideration to the number of lots. The original property size was 87 acres, however, the developer has five (5) more acres under contract. The total lots changed from 42 to 44 with the additional 5 lots. The property is currently zoned R-1.5 and R-2; the additional 5 acres is zoned R-1.5. The lot density of the 92 ± acres is 44 lots equal 1 lot per 2.1 acres gross; net 87 acres with 44 lots with 1 lot per 1.9 acres net. Phase I will have 15 of the 22 lots being 2 acres; Phase II will have 6 of 22 lots being 2 acres.

Instead of a bridge across the two properties, with an emergency exit through Stinson Highlands, there will be two dead-end cul-de-sacs with 22 lots each.

The developer will extend part of a city's waterline project in lieu of Impact Fees in that actual amount.



**MOTION:** Councilmember Jim Olk made a Motion to approve the preliminary plat for a tract of land situated in the James Lovelady Survey Abstract Number 538, Phase I of the Oakbrook Subdivision, 48.05 acres out of a total of a 92 +/- acre tract of land, consisting of twenty two lots, with a mixed zone of R-1.5 and R-2. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

- 6) Discuss and Consider the approval of a Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the mapping portion of the 2014 Amendment to the Water Certificate of Convenience and Necessity (CCN) in an amount not to exceed \$14,000. **[Foerster]**

This is an agreement for the mapping portion of the 2014 Amendment to the CCN. There are several areas which the City provides water to that was not included in our current CCN. Some of the areas have been annexed since the last update to the CCN.

Interim City Manager Dan Savage stated that Council previously approved \$40,000 for this project. The completed project, should it be uncontested, could come in well under budget.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the mapping portion of the 2014 Amendment to the Water Certificate of Convenience and Necessity (CCN) in an amount not to exceed \$14,000. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

Mayor Rebecca Mark recused herself from the discussion of Item # 7, Mayor Pro Tem Kathleen Peele took control of the meeting.

- 7) Discuss and Consider the approval of **Resolution # R-2014-02-00409** of the City Council of the City of Lucas, Texas, approving the Advanced Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Project with no required match; and providing an effective date. **[Foerster]**

Public Works Director Stanton Foerster stated that Council approved this agreement at the January 16<sup>th</sup> City Council meeting. However, upon sending the agreement to TxDOT they determined that it needed to be in resolution format. Thus the reason that this comes before Council tonight for consideration.

No terms of the agreement has been changed.

**MOTION:** Councilmember Wayne Millsap made a Motion to rescind the previously approved agreement and to approve **Resolution # R-2014-02-00409** of the City Council of the City of Lucas, Texas, approving the Advanced Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Project with no required match; and providing an effective date. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

- 8) Adjournment.

**MOTION:** Councilmember Jim Olk made a Motion to adjourn the meeting at 7:20 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 5-0.

These minutes were approved by a majority vote of the City Council on February 20, 2014.

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Rebecca Mark, Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary



**City of Lucas  
Council Agenda Request**

Council Meeting: February 20, 2014

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: February 7, 2014

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of a contract between the City of Lucas and Collin County Elections Administration for the purpose of providing May 10, 2014, General & Special Election Services, contract amount is approximately \$2,350.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve the contract between the City of Lucas and Collin County Elections Administration for the purpose of providing May 10, 2014, General & Special Election Services, contract amount is approximately \$2,350.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

**May 10, 2014**  
**General & Special Election**  
**Contract for Election Services**  
**City of Lucas**

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# May 10, 2014 General & Special Election

## Table of Contents

I.....Duties and Services of Contracting Officer  
II.....Duties and Services of City  
III.....Cost of Election  
IV.....General Provisions

## Exhibits

Exhibit A.....Early Voting Schedule and Locations  
Exhibit B.....Election Day Polling Locations  
Exhibit C.....Cost of Services



**THE STATE OF TEXAS  
COUNTY OF COLLIN  
CITY OF LUCAS**

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**CONTRACT FOR  
ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF LUCAS, hereinafter referred to as the "CITY," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City 's May 10, 2014 General & Special Election and a City Runoff Election, if necessary, on June 21, 2014. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall provide for a Public School of Instruction as well as a class for election officials on the use of electronic voting equipment. Notice of such shall be provided to the City for distribution to election officials.

a. Election judges shall be responsible for returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney on Election evening.

B. The Contracting Officer shall procure, prepare, and distribute voting machines.

a. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

b. The Contracting Officer shall procure and arrange for the distribution of all electronic voting equipment.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), and transfer bag.

2. Supplies include smart cards and legal documentation required for conducting an election.

C. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the electronic voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the Contracting Officer.

c. Election night reports will be available to the City at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all electronic returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the electronic voted ballots and shall retain the election material for a period of 6 months.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code for the

electronic ballots and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**II. DUTIES AND SERVICES OF THE CITY.** The City shall assume the following responsibilities:

A. The City shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City shall arrange for appointment, notification (including writ of election) and compensation of all presiding judges, alternate judges, clerks and members of the Early Voting Ballot Board.

C. The City shall appoint the Chief Deputy Early Voting Clerk. The Early Voting by personal appearance calendar is listed in Exhibit "A", attached and incorporated by reference into this contract.

D. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible, but no later than Friday, Feb. 28, 2014.

E. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City shall deliver to the Contracting Officer as soon as possible, but no later than noon Monday, March 3, 2014, the official wording for the City's May 10, 2014, General & Special Election.

b. The City shall approve the "blue line" ballot format prior to the final version of the electronic database.

F. The City shall post the publication of election notice by the proper methods with the proper media.

G. The City shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes; as applicable under current law.

H. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

I. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 18, 2014. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury  
ATTN: Pam Dugger  
2300 Bloomdale Rd., #3138  
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

J. The City shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

**III. COST OF SERVICES.** See Exhibit "C."

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's May 10, 2014, General & Special Election is to be filed or the place at which any

function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City.

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 10, 2014, General & Special Election. All actual shared Tabulation costs incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 10, 2014, General & Special Election. All programming costs will be based on the specifics of each jurisdiction, ie, number of precincts, number of races and number of candidates in each race.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Sharon Rowe  
Elections Administrator  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2014.

By: \_\_\_\_\_  
Rebecca Mark, Mayor  
City of Lucas

Attest: \_\_\_\_\_  
Kathy Wingo, City Secretary  
City of Lucas

**MAY 10, 2014**

**GENERAL & SPECIAL ELECTION**  
**City of Lucas**

**Early Voting Location and Hours**

<b>Polling Place</b>		<b>Address</b>			<b>City</b>	
Lucas City Hall		665 Country Club Rd.			Lucas	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 27</i>	<i>April 28</i>	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>
	<b>8am – 5pm</b>	<b>7am – 7pm</b>	<b>8am – 5pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>	
<i>May 4</i>	<i>May 5</i>	<i>May 6</i>	<i>May 7</i>	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>
	<b>8am – 5pm</b>	<b>7am – 7pm</b>				<b>7am – 7pm</b> <b>Election Day</b>

Exhibit "B"

**MAY 11, 2011  
GENERAL & SPECIAL ELECTION**

**Election Day Polling Location – City of Lucas**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
41, 128	Lucas City Hall	665 Country Club Rd.	Lucas

**ESTIMATED COSTS FOR THE CITY OF LUCAS**

May 10, 2014 Exhibit "C"

**EQUIPMENT RENTAL COST**

Number of Early Voting Locations		1		
Number of Election Day Locations		1		
			<b>Units</b>	<b>Cost Lucas</b>
Voting Machines	\$150.00 each		5	\$750.00
Delivery of Equipment	\$120.00 each		2	\$240.00
Election Supply Cabinet	\$200.00 each		2	\$400.00
EV & ED Kits	\$25.00 each		2	\$50.00
Transfer Cases	\$5.00 each		2	\$10.00
<b>Total</b>				<b>\$1,450.00</b>

**TABULATION**

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Spanish Audio Translation	\$160.00
Notice of Inspection/Tabulation Test	<u>\$2,000.00</u>
<b>Total</b>	<b>\$8,210.00</b>
Number of Entities	<u>12</u>
<b>Total</b>	<b>\$684.17</b>

**SUMMARY OF COSTS**

<b>EQUIPMENT RENTAL COST</b>	\$1,450.00
<b>TABULATION COSTS</b>	<u>\$684.17</u>
<b>Total</b>	<b>\$2,134.17</b>
10% Administrative Fee	<u>\$213.42</u>
<b>Grand Total</b>	<b>\$2,347.59</b>
<b>90% Deposit due County by 4/18/14</b>	<b>\$2,112.83</b>





**City of Lucas  
Council Agenda Request**

Council Meeting: February 20, 2014

Requestor: Jim Kitchens

Prepared by: \_\_\_\_\_

Account Code #: N/A

Date Prepared: February 13, 2014

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of Ambulance Transport Fees for the City of Lucas Fire Department.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve the Ambulance Transport Fees for the City of Lucas Fire Department.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

# Ambulance Transport Fee Schedule

Advanced Life Support (Resident)	\$600.00
Advanced Life Support (Non-Resident)	\$700.00
Advanced Life Support 2 (Resident)	\$700.00
Advanced Life Support 2 (Non-Resident)	\$800.00
Basic Life Support (Resident)	\$500.00
Basic Life Support (Non-Resident)	\$600.00

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Plus any of the below fees that apply

Mileage (Per Loaded Mile) to Hospital	\$12.00
Oxygen	\$90.00
Advanced Life Support Supplies	\$250.00
Basic Life Support Supplies	\$150.00
Additional Crew Member (Resident)	\$0
Additional Crew Member (Non-Resident)	\$46.50



1	A										H	I		
	B		C		D		E		F				G	
	Plano		Denton		Ft. Worth		Coppell							
	Resident	Non-Res	Resident	Non-Res	Resident	Non-Res	Resident	Non-Res	Resident	Non-Res	Resident	Non-Res		
2														
3														
4	A0428 - BLS Non-Emergency (BLS)	\$600.00	\$700.00	\$787.00	\$787.00	\$787.00	\$787.00	\$787.00	\$1,544.00	\$1,544.00	\$750.00	\$850.00		
5	A0429 - BLS Emergency (BLS Emergency)	\$600.00	\$700.00	\$787.00	\$787.00	\$787.00	\$787.00	\$787.00	\$1,544.00	\$1,544.00	\$750.00	\$850.00		
6	A0426 - ALS Non-Emergency (ALS1)	\$600.00	\$700.00	\$855.00	\$855.00	\$855.00	\$855.00	\$855.00	\$947.00	\$947.00	\$850.00	\$950.00		
7	A0427 - ALS Emergency (ALS1 Emergency)	\$600.00	\$700.00	\$855.00	\$855.00	\$855.00	\$855.00	\$855.00	\$1,544.00	\$1,544.00	\$850.00	\$950.00		
8	A0433 - ALS Level 2 (ALS2)	\$600.00	\$700.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$1,544.00	\$1,544.00	\$950.00	\$1,050.00		
9	A0434 - Specialty Care Transport (SCT)	\$600.00	\$700.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$2,573.55	\$2,573.55				
10	A0425 - Ground Mileage per loaded statute m	\$10.00	\$10.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$10.00	\$10.00	\$15.00	\$15.00		
11														
12	Oxygen	\$50.00	\$50.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	included	included	\$150.00	\$150.00		
13	Disposable Supplies	\$50.00	\$50.00	itemized	itemized	itemized	itemized	itemized	included	included	\$400.00	\$400.00		
14	Medications	\$50.00	\$50.00	itemized	itemized	itemized	itemized	itemized	included	included	\$200.00	\$200.00		
15	Additional Crew Member	N/A	N/A	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	included	included				
16	Refusal / No Transport Fee	N/A	N/A						\$126.50	\$126.50				
17	Definitive Care Fee	N/A	N/A	100.00 BLS	100.00 BLS	100.00 BLS	100.00 BLS	100.00 BLS	\$126.50	\$126.50				
18	(treatment by IV or IM meds with no transport)			200.00 ALS	200.00 ALS	200.00 ALS	200.00 ALS	200.00 ALS						
19														
20	Additional Services								Standby Rates					
21									ALS MICU 81.00hr min 4					
22									BLS MICU 65.00hr min 4					
23									Bike Team 61.00hr min 4					
24									Mounted Team 65hr min 4					
25									3rd crew member 27.52hr min 4					





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**RESOLUTION # R-2012-04-00385**  
**[Master Fee Schedule]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to adopt the Master Fee Schedule attached as Exhibit "A";

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

**SECTION 1.** That the Master Fee Schedule attached as Exhibit "A" is adopted.

**SECTION 2.** That all provisions of the Resolutions of the City of Lucas, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on the 19<sup>th</sup> day of April, 2012.



**APPROVED:**

Rebecca Mark, Mayor

**ATTEST:**

Kathy Wingo, TRMC, CMC, City Secretary

**APPROVED AS TO FORM:**

Joe Gorfida, City Attorney  
(JJG/04-04-12/54887)



**EXHIBIT "A"**  
**MASTER FEE SCHEDULE**

**I. RESIDENTIAL BUILDING FEES -- NEW AND REMODELED**

**(a) Residential Buildings**

2,000 sq. ft. or less	\$1,200.00
2,001 - 2,500 sq. ft.	\$1,450.00
2,501 - 3,000 sq. ft.	\$1,700.00
3,001 - 3,500 sq. ft.	\$1,950.00
3,501 - 4,000 sq. ft.	\$2,200.00
4,001 - 4,500 sq. ft. and over	\$2,450.00 plus .50 per sq. ft. over 4,500 sq. ft.

**(b) Remodel to Single-Family Dwellings**

1,000 sq. ft. or less	\$150.00
1,001 sq. ft. and over	\$150.00 plus .35 per sq. ft. over 1,000

\*Base fee includes up to 3 inspections.

There will be a \$50 fee per inspection thereafter.

**(c) Detached Accessory Buildings (Includes storage buildings, barns, garages, greenhouses, gazebo, cabana, pool house, porches, etc.)**

201 sq. ft. to 1,000 sq. ft.	\$150.00
1,001 sq. ft. and up	\$150.00 plus .35 sq. ft.

\*Over 1,000 sq. ft. base fee includes up to 3 inspections.

There will be a \$50.00 fee per inspection thereafter.

**II. COMMERCIAL BUILDING FEES - NEW AND REMODELED**

**(a) Commercial Building**

\$1,200.00 base fee plus .50 cents per sq. ft. over 1,000 sq. ft.

**(b) Detached Commercial Accessory Building**

\$150.00 base fee plus .50 cents per sq. ft. over 1,000 sq. ft.

**III. POOLS/SPA**

In-ground swimming pool	\$275.00 includes 3 inspections
In-ground swimming pool w/spa	\$315.00 includes 3 inspections
Above-ground pool	\$100.00
Spa/Hot Tub	\$100.00

**IV. HEALTH DEPARTMENT**

**(a) Commercial Business**

Cost of Service for Permanent Food Establishment Permit	\$450.00
*2 TFER Inspections	
Cost of Service for Each Temporary Event	\$ 60.00
*1 TFER Inspection	
Cost of Service for Each Complaint Investigation	\$ 60.00
*1 TFER Inspection	
Cost of Service for Mobile Food Vendor (Hot and Cold Truck, Seasonal Vendor)	\$250.00
*1 TFER Inspection	
Cost of Service for Public Swimming Pool Inspections	\$250.00
*1 Inspection Per Year	
Hourly Cost of Service for Consultation Outside of the Aforementioned Scope of Services	\$100.00 per hour
*Health Plan Review, Health Final and CO Inspections and/or for More than 1 Inspection	

**V. STORM WATER RUN-OFF**

Single Family Residential Dwellings	\$50.00
Developments 0 - 3 Acres	\$75.00
Developments 4 - 10 Acres	\$150.00
Developments of 10 Acres or More	\$500.00

**VI. MISCELLANEOUS PERMITS**

**Any activity listed below shall be charged the following fee associated with the activity subject to re-inspection fees.**

Awnings, Patio Covers, Carports	\$50.00
Flat-Work (sidewalks, drive-ways, patios, etc.)	\$50.00
*This is exempt under the 2003 International Residential Code unless elevated 30 inches above grade. Some plan review required.	
Roofing	\$50.00
Sprinkler System	\$75.00
Pool Barrier (Fence)	
Residential	\$75.00
Commercial	\$75.00
Aerial Antenna or Satellite	\$75.00
<small>(small satellite dishes are exempt)</small>	
Screening and/or Retaining Walls	\$60.00 per sq. 100 ft.
Heating and Air Conditioning	\$50.00
Signs	\$75.00
Temporary Signs	\$50.00

Temporary Banner	\$50.00
Electrical	\$50.00
Plumbing	\$50.00
Demolition Work	\$50.00
Water Well	\$100.00
Propane	\$150.00
Each Additional Tank	\$50.00
Weight Limit	\$75.00
Four (4) or More Weight	\$300.00
Burn Permit	\$10.00

**VII. REGISTRATION AND LICENSE**

**General, plumbing, mechanical and irrigation contractors shall not be eligible to receive a permit within the City until they have registered with the City as a contractor and paid the following fee(s).**

Water Well Contractor	\$75.00
HVAC Contractor	\$75.00
Electrical Contractor	\$75.00
Irrigation Contractor	\$75.00
General Contractor	\$75.00
Master Plumber	0.00
Backflow Tester	\$35.00

**VIII. INSPECTION**

Re-Inspection	\$75.00 per trip
Certificate of Occupancy (only in cases of re-occupancy)	\$50.00

**IX. PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION  
(Roads, Utilities, etc.)**

3% of Construction Cost

**X. WATER AND UTILITIES**

3/4" Meter	\$1,600.00
1" Meter	\$1,700.00
1" Fire Suppression Meter (Residential)	\$2,100.00
2" Fire Suppression Meter (Commercial as Determined by the Fire Chief)	\$4,200.00
3" Meter	\$6,300.00
4" Meter	\$8,400.00
Tap	\$500.00
Bore	\$1,000.00
Reread	\$25.00

Meter Testing (Fee charged if found to be accurate within 3%. No charge if inaccurate.)	\$500.00
Replacement for Damaged Meter	\$600.00
Fire Hydrant Meter Deposit (includes backflow preventer) *+rental and water	\$1,500.00
*Fire Hydrant Monthly Rental	\$50.00
*Fire Hydrant Meter Water Usage (\$27 minimum)	\$27.00
Required Deposit for In-City Water Service	\$100.00
Required Deposit for Out-of-City Water Service	\$125.00

**XI. ROAD IMPACT**

Call for Subdivision Specific Schedule, Fees and Applicability

**XII. WATER IMPACT**

Call for Subdivision Specific Schedule, Fees and Applicability

**XIII. PLANNING AND ZONING**

Initial Zoning (Newly Annexed or Agricultural Property ) per Classification	\$350.00
Rezoning (Currently Zoned Property ) per Classification)	\$350.00
Board of Adjustment Application Fee	\$300.00
Specific Use Permit (“SUP”)	\$150.00

**XIV. PRELIMINARY PLATS**

<b>(a) Single Family Residential Subdivision Development</b>	
20 Acres or Less (i.e. \$850 for 20 acres) Excluding minor plats of five (5) acres or less.	\$750.00 + \$5 per acre
21-30 Acres (i.e. \$900 for 30 acres)	\$750.00 + \$5 per acre
34-45 Acres (i.e. \$1,025 for 45 acres)	\$800.00 + \$5 per acre
46 + Acres (i.e. \$1,130 for 45 acres)	\$900.00 + \$5 per acre
<b>(b) Estate Residential Subdivision Development</b>	
All Size Parcels	\$1,000.00 + \$7 per acre
<b>(c) Minor Plats</b>	
5 Acres or Less	\$500.00 + \$5 per acre

<b>(d) Non-Residential District Plats</b>	
20 Acres or Less (i.e. \$1,000 for 20 acres)	\$800.00 + \$10 per acre
21 - 30 Acres	\$800.00 + \$10 per acre
34 - 45 Acres	\$850.00 + \$10 per acre
46 + Acres	\$950.00 + 10 per acre

**XV. FINAL PLATS**

<b>(a) Single Family Residential Subdivision Development</b>	
20 Acres or Less	\$800.00 + \$5 per acre
21 - 30 Acres	\$800.00 + \$5 per acre
34 - 45 Acres	\$850.00 + \$5 per acre
46 + Acres	\$950.00 + \$5 per acre
<b>(b) Estate Residential Subdivision Development</b>	
All Size Parcels	\$950.00 + \$7 per acre
<b>(c) Minor Plats</b>	
5 Acres or Less	\$350.00 + \$5 per acre
<b>(d) Non-Residential District Plats</b>	
20 Acres or Less (i.e. \$1,000 for 20 acres)	\$800.00 + \$10 per acre
21 - 30 Acres	\$850.00 + \$10 per acre
34 - 45 Acres	\$900.00 + \$10 per acre
46 + Acres	\$1,000.00 + \$10 per acre
<b>(e) All Re-Plats</b>	
Minor Plat (5 Acres or Less)	\$450.00 + \$5 per acre
All Others	\$500.00 + \$10 per acre
<b>(f) Site Plans</b>	
\$300 + \$10 per acre	
<b>(g) Concept Plans</b>	
\$150 Per Session with Planning and Zoning and/or Council	
<b>(h) Landscape Plans</b>	
\$200 for Reviews	
\$250 for Review and Presentation of Amended Plans	
<b>(i) Filing Fees</b>	
Cost + 15% Administrative Fee	

**XVI. ADMINISTRATION**

**Public Information**

Standard Paper Copies of Any Ordinances or Public Records	\$ .10 per page
Non-Standard Paper Copies of Any Ordinances or Public Records	\$.50 per page
Copies of Information Contained on CD	\$5.00
	(plus applicable postage, shipping or third party charges)

\*If estimated charges exceed \$40.00, City will contact Requestor prior to completing the request.

**XVII. FIRE PERMIT**

**(a) Alarm Permit**

Monitored Alarm Permit Fee:	
New	\$50.00
Renewal	\$20.00
Late	\$10.00
False Alarm	\$100.00
Unregistered False Alarm	\$275.00

\*Five (5) alarms are permitted a year without any fee.

**(b) Building Construction**

Fire Sprinkler System Review	\$250.00
(Includes Plan Review, Rough & Final)	
Each Additional Inspection	\$50.00
Fire Suppression System Review	\$250.00
(Includes Plan Review & Final)	
Each Additional Inspection	\$50.00
Commercial Fire Alarm	\$250.00
(Includes Plan Review & Final)	
Each Additional Inspection	\$50.00
All re-schedules must be made 24 hours in advance or will count as an inspection.	

**RESOLUTION # R-2014-02-00xxx**  
**[Master Fee Schedule]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to adopt the Master Fee Schedule attached as Exhibit "A";

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

**SECTION 1.** That the Master Fee Schedule attached as Exhibit "A" is adopted.

**SECTION 2.** That all provisions of the Resolutions of the City of Lucas, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on the 20<sup>th</sup> day of February, 2014.

**APPROVED:**

\_\_\_\_\_  
Rebecca Mark, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Joe Gorfida, City Attorney  
(JJG/04-04-12/54887)

CITY OF LUCAS, TEXAS  
RESOLUTION #R- 2014-02-00xxx MASTER FEE SCHEDULE  
APPROVED: FEBRUARY 20, 2014

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**EXHIBIT "A"**  
**MASTER FEE SCHEDULE**

**I. RESIDENTIAL BUILDING FEES -- NEW AND REMODELED**

**(a) Residential Buildings**

2,000 sq. ft. or less	\$1,200.00
2,001 - 2,500 sq. ft.	\$1,450.00
2,501 - 3,000 sq. ft.	\$1,700.00
3,001 - 3,500 sq. ft.	\$1,950.00
3,501 - 4,000 sq. ft.	\$2,200.00
4,001 - 4,500 sq. ft. and over	\$2,450.00 plus .50 per sq. ft. over 4,500 sq. ft.

**(b) Remodel to Single-Family Dwellings**

1,000 sq. ft. or less	\$150.00
1,001 sq. ft. and over	\$150.00 plus .35 per sq. ft. over 1,000

\*Base fee includes up to 3 inspections.  
There will be a \$50 fee per inspection thereafter.

**(c) Detached Accessory Buildings (Includes storage buildings, barns, garages, greenhouses, gazebo, cabana, pool house, porches, etc.)**

201 sq. ft. to 1,000 sq. ft.	\$150.00
1,001 sq. ft. and up	\$150.00 plus .35 sq. ft.

\*Over 1,000 sq. ft. base fee includes up to 3 inspections.  
There will be a \$50.00 fee per inspection thereafter.

**II. COMMERCIAL BUILDING FEES - NEW AND REMODELED**

**(a) Commercial Building**

\$1,200.00 base fee plus .50 cents per sq. ft. over 1,000 sq. ft.

**(b) Detached Commercial Accessory Building**

\$150.00 base fee plus .50 cents per sq. ft. over 1,000 sq. ft.

**III. POOLS/SPA**

In-ground swimming pool	\$275.00 includes 3 inspections
In-ground swimming pool w/spa	\$315.00 includes 3 inspections
Above-ground pool	\$100.00
Spa/Hot Tub	\$100.00

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**IV. HEALTH DEPARTMENT**

**(a) Commercial Business**

Cost of Service for Permanent Food Establishment Permit	\$450.00
*2 TFER Inspections	
Cost of Service for Each Temporary Event	\$ 60.00
*1 TFER Inspection	
Cost of Service for Each Complaint Investigation	\$ 60.00
*1 TFER Inspection	
Cost of Service for Mobile Food Vendor (Hot and Cold Truck, Seasonal Vendor)	\$250.00
*1 TFER Inspection	
Cost of Service for Public Swimming Pool Inspections	\$250.00
*1 Inspection Per Year	
Hourly Cost of Service for Consultation Outside of the Aforementioned Scope of Services	\$100.00 per hour
*Health Plan Review, Health Final and CO Inspections and/or for More than 1 Inspection	

**V. STORM WATER RUN-OFF**

Single Family Residential Dwellings	\$50.00
Developments 0 - 3 Acres	\$75.00
Developments 4 - 10 Acres	\$150.00
Developments of 10 Acres or More	\$500.00

**VI. MISCELLANEOUS PERMITS**

**Any activity listed below shall be charged the following fee associated with the activity subject to re-inspection fees.**

Awnings, Patio Covers, Carports	\$50.00
Flat-Work (sidewalks, drive-ways, patios, etc.)	\$50.00
*This is exempt under the 2003 International Residential Code unless elevated 30 inches above grade. Some plan review required.	
Roofing	\$50.00
Sprinkler System	\$75.00
Pool Barrier (Fence)	
Residential	\$75.00
Commercial	\$75.00
Aerial Antenna or Satellite	\$75.00
(small satellite dishes are exempt)	
Screening and/or Retaining Walls	\$60.00 per sq. 100 ft.
Heating and Air Conditioning	\$50.00
Signs	\$75.00
Temporary Signs	\$50.00

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Temporary Banner	\$50.00
Electrical	\$50.00
Plumbing	\$50.00
Demolition Work	\$50.00
Water Well	\$100.00
Propane	\$150.00
Each Additional Tank	\$50.00
Weight Limit Permit	\$75.00
Four (4) or More Weight Permits	\$300.00

**VII. REGISTRATION AND LICENSE**

General, plumbing, mechanical and irrigation contractors shall not be eligible to receive a permit within the City until they have registered with the City as a contractor and paid the following fee(s).

Water Well Contractor	\$75.00
HVAC Contractor	\$75.00
Electrical Contractor	\$75.00
Irrigation Contractor	\$75.00
General Contractor	\$75.00
Master Plumber	0.00
Backflow Tester	\$35.00

**VIII. INSPECTION**

Re-Inspection	\$75.00 per trip
Certificate of Occupancy (only in cases of re-occupancy)	\$50.00

**IX. PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION  
(Roads, Utilities, etc.)**

3% of Construction Cost

**X. WATER AND UTILITIES**

3/4" Meter	\$1,600.00
<del>1" Meter</del>	<del>\$2,100.00</del>
<del>2" Meter</del>	<del>\$4,200.00</del>
<del>3" Meter</del>	<del>\$6,300.00</del>
<del>4" Meter</del>	<del>\$8,400.00</del>
<del>Tap</del>	<del>\$500.00</del>
<del>Standard Bore</del>	<del>\$1,000.00</del>
<del>Non-Standard Bore</del>	<del>Cost + 20%</del>
<del>Reread</del>	<del>\$25.00</del>
<del>Meter Testing</del>	<del>\$500.00</del>
<del>(Fee charged if found to be accurate within 3%. No charge if inaccurate.)</del>	

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- ~~Deleted: \$8,400.00~~
- ~~Deleted: Tap~~
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<u>Replacement for Damaged Meter</u>	<u>\$600.00</u>
<u>Fire Hydrant Meter Deposit</u> (includes backflow preventer)	<u>\$1,500.00</u>
*+rental and water	
*Fire Hydrant Monthly Rental	<u>\$50.00</u>
*Fire Hydrant Meter Water Usage (\$27 minimum)	<u>\$27.00</u>
Required Deposit for In-City Water Service	<u>\$100.00</u>
Required Deposit for Out-of-City Water Service	<u>\$125.00</u>

- Deleted:** Meter Testing ¶  
(Fee charged if found to be accurate within 3%. No charge if inaccurate.)
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(includes backflow preventer) ¶  
\*+rental and water
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- Deleted:** \*Fire Hydrant Monthly Rental
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- Deleted:** \*Fire Hydrant Meter Water Usage (\$27 minimum)
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- Deleted:** Required Deposit for In-City Water Service
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- Deleted:** Required Deposit for Out-of-City Water Service
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**XI. ROAD IMPACT**

Call for Subdivision Specific Schedule, Fees and Applicability  
(Based on preliminary plat application date)

**XII. WATER IMPACT**

Call for Subdivision Specific Schedule, Fees and Applicability  
(Based on preliminary plat application date)

**XIII. PLANNING AND ZONING**

Initial Zoning  
(Newly Annexed or Agricultural Property ) per Classification

Rezoning  
(Currently Zoned Property ) per Classification

Board of Adjustment Application Fee

Specific Use Permit ("SUP")

~~\$450.00~~

~~\$450.00~~

~~\$450.00~~

~~\$450.00~~

**XIV. PRELIMINARY PLATS**

**(a) Single Family Residential Subdivision Development**

20 Acres or Less  
(i.e. \$850 for 20 acres) Excluding minor plats of five (5) acres or less.

21-30 Acres  
(i.e. \$900 for 30 acres)

34-45 Acres  
(i.e. \$1,025 for 45 acres)

46 + Acres  
(i.e. \$1,130 for 45 acres)

\$750.00 + \$5 per acre

\$750.00 + \$5 per acre

\$800.00 + \$5 per acre

\$900.00 + \$5 per acre

**(b) Estate Residential Subdivision Development**

All Size Parcels

\$1,000.00 + \$7 per acre

**(c) Minor Plats**

5 Acres or Less

\$500.00 + \$5 per acre

**(d) Non-Residential District Plats**

20 Acres or Less  
(i.e. \$1,000 for 20 acres)

21 - 30 Acres

\$800.00 + \$10 per acre

\$800.00 + \$10 per acre

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34 - 45 Acres	\$850.00 + \$10 per acre
46 + Acres	\$950.00 + 10 per acre

**XV. FINAL PLATS**

**(a) Single Family Residential Subdivision Development**

20 Acres or Less	\$800.00 + \$5 per acre
21 - 30 Acres	\$800.00 + \$5 per acre
34 - 45 Acres	\$850.00 + \$5 per acre
46 + Acres	\$950.00 + \$5 per acre

**(b) Estate Residential Subdivision Development**

All Size Parcels	\$950.00 + \$7 per acre
------------------	-------------------------

**(c) Minor Plats**

5 Acres or Less	\$350.00 + \$5 per acre
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**(d) Non-Residential District Plats**

20 Acres or Less (i.e. \$1,000 for 20 acres)	\$800.00 + \$10 per acre
21 - 30 Acres	\$850.00 + \$10 per acre
34 - 45 Acres	\$900.00 + \$10 per acre
46 + Acres	\$1,000.00 + \$10 per acre

**(e) All Re-Plats**

Minor Plat (5 Acres or Less)	\$450.00 + \$5 per acre
All Others	\$500.00 + \$10 per acre

**(f) Site Plans**

\$300 + \$10 per acre
-----------------------

**(g) Concept Plans**

\$150 Per Session with Planning and Zoning and/or Council

**(h) Landscape Plans**

\$200 for Reviews  
\$250 for Review and Presentation of Amended Plans

**(i) Filing Fees**

Cost + 20% Administrative Fee

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**XVII. FIRE PERMIT**

**(a) Alarm Permit**

Monitored Alarm Permit Fee:

New	\$50.00
Renewal	\$20.00
Late	\$10.00

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False Alarm	\$100.00
Unregistered False Alarm	\$275.00

\*Two (2) alarms are permitted a year without any fee.

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**(b) Building Construction**

Fire Sprinkler System Review (Includes Plan Review, Rough & Final)	\$250.00
Each Additional Inspection	\$75.00
Fire Suppression System Review (Includes Plan Review & Final)	\$250.00

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**(c) Commercial Fire Alarm**

Each Additional Inspection	\$75.00
Commercial Fire Alarm (Includes Plan Review & Final)	\$500.00
Each Additional Inspection	\$75.00

All re-schedules must be made 24 hours in advance or will count as an inspection.

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Base	\$250.00 per system
0-100,000 square feet	\$ 0.015 sf
100,001 – 300,000 square feet	\$1,500.00 +0.014 sf
300,001 – Plus	\$3,700.00 +0.09 sf

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**XVIII. AMBULANCE SERVICE**

<u>Advanced Life Support (Resident)</u>	\$600.00
<u>Advanced Life Support (Non-Resident)</u>	\$700.00
<u>Advanced Life Support 2 (Resident)</u>	\$700.00
<u>Advanced Life Support 2 (Non-Resident)</u>	\$800.00
<u>Basic Life Support (Resident)</u>	\$500.00
<u>Basic Life Support (Non-Resident)</u>	\$600.00
<u>Mileage (Per Loaded Mile)</u>	\$12.00
<u>Oxygen</u>	\$90.00
<u>Advanced Life Support Supplies</u>	\$250.00
<u>Basic Life Support Supplies</u>	\$150.00
<u>Additional Crew Member (Resident)</u>	\$0
<u>Additional Crew Member (Non-Resident)</u>	\$46.50

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**XIX. ALOCHOL SALES (BEER & WINE, OFF-PREMISE CONSUMPTION)**

<u>Application Review Fee</u>	\$450.00
<u>Permit Fee</u>	1/2 of TABC (State) Fee

Deleted: 2

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**RESOLUTION # R-2014-02-00411**  
**[Master Fee Schedule]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to adopt the Master Fee Schedule attached as Exhibit "A";

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

**SECTION 1.** That the Master Fee Schedule attached as Exhibit "A" is adopted.

**SECTION 2.** That all provisions of the Resolutions of the City of Lucas, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on the 20<sup>th</sup> day of February, 2014.

**APPROVED:**

\_\_\_\_\_  
Rebecca Mark, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Joe Gorfida, City Attorney  
(JJG/04-04-12/54887)

**EXHIBIT "A"**  
**MASTER FEE SCHEDULE**

**I. RESIDENTIAL BUILDING FEES -- NEW AND REMODELED**

**(a) Residential Buildings**

2,000 sq. ft. or less	\$1,200.00
2,001 - 2,500 sq. ft.	\$1,450.00
2,501 - 3,000 sq. ft.	\$1,700.00
3,001 - 3,500 sq. ft.	\$1,950.00
3,501 - 4,000 sq. ft.	\$2,200.00
4,001 - 4,500 sq. ft. and over	\$2,450.00 plus .50 per sq. ft. over 4,500 sq. ft.

**(b) Remodel to Single-Family Dwellings**

1,000 sq. ft. or less	\$150.00
1,001 sq. ft. and over	\$150.00 plus .35 per sq. ft. over 1,000

\*Base fee includes up to 3 inspections.

There will be a \$50 fee per inspection thereafter.

**(c) Detached Accessory Buildings (Includes storage buildings, barns, garages, greenhouses, gazebo, cabana, pool house, porches, etc.)**

201 sq. ft. to 1,000 sq. ft.	\$150.00
1,001 sq. ft. and up	\$150.00 plus .35 sq. ft.

\*Over 1,000 sq. ft. base fee includes up to 3 inspections.

There will be a \$50.00 fee per inspection thereafter.

**II. COMMERCIAL BUILDING FEES - NEW AND REMODELED**

**(a) Commercial Building**

\$1,200.00 base fee plus .50 cents per sq. ft. over 1,000 sq. ft.

**(b) Detached Commercial Accessory Building**

\$150.00 base fee plus .50 cents per sq. ft. over 1,000 sq. ft.

**III. POOLS/SPA**

In-ground swimming pool	\$275.00 includes 3 inspections
In-ground swimming pool w/spa	\$315.00 includes 3 inspections
Above-ground pool	\$100.00
Spa/Hot Tub	\$100.00

**IV. HEALTH DEPARTMENT**

**(a) Commercial Business**

Cost of Service for Permanent Food Establishment Permit	\$450.00
*2 TFER Inspections	
Cost of Service for Each Temporary Event	\$ 60.00
*1 TFER Inspection	
Cost of Service for Each Complaint Investigation	\$ 60.00
*1 TFER Inspection	
Cost of Service for Mobile Food Vendor (Hot and Cold Truck, Seasonal Vendor)	\$250.00
*1 TFER Inspection	
Cost of Service for Public Swimming Pool Inspections	\$250.00
*1 Inspection Per Year	
Hourly Cost of Service for Consultation Outside of the Aforementioned Scope of Services	\$100.00 per hour
*Health Plan Review, Health Final and CO Inspections and/or for More than 1 Inspection	

**V. STORM WATER RUN-OFF**

Single Family Residential Dwellings	\$50.00
Developments 0 - 3 Acres	\$75.00
Developments 4 - 10 Acres	\$150.00
Developments of 10 Acres or More	\$500.00

**VI. MISCELLANEOUS PERMITS**

**Any activity listed below shall be charged the following fee associated with the activity subject to re-inspection fees.**

Awnings, Patio Covers, Carports	\$50.00
Flat-Work (sidewalks, drive-ways, patios, etc.)	\$50.00
*This is exempt under the 2003 International Residential Code unless elevated 30 inches above grade. Some plan review required.	
Roofing	\$50.00
Sprinkler System	\$75.00
Pool Barrier (Fence)	
Residential	\$75.00
Commercial	\$75.00
Aerial Antenna or Satellite	\$75.00
(small satellite dishes are exempt)	
Screening and/or Retaining Walls	\$60.00 per sq. 100 ft.
Heating and Air Conditioning	\$50.00
Signs	\$75.00
Temporary Signs	\$50.00



Temporary Banner	\$50.00
Electrical	\$50.00
Plumbing	\$50.00
Demolition Work	\$50.00
Water Well	\$100.00
Propane	\$150.00
Each Additional Tank	\$50.00
Weight Limit Permit	\$75.00
Four (4) or More Weight Permits	\$300.00

**VII. REGISTRATION AND LICENSE**

**General, plumbing, mechanical and irrigation contractors shall not be eligible to receive a permit within the City until they have registered with the City as a contractor and paid the following fee(s).**

Water Well Contractor	\$75.00
HVAC Contractor	\$75.00
Electrical Contractor	\$75.00
Irrigation Contractor	\$75.00
General Contractor	\$75.00
Master Plumber	0.00
Backflow Tester	\$35.00

**VIII. INSPECTION**

Re-Inspection	\$75.00 per trip
Certificate of Occupancy (only in cases of re-occupancy)	\$50.00

**IX. PUBLIC IMPROVEMENTS/INFRASTRUCTURE INSPECTION  
(Roads, Utilities, etc.)**

3% of Construction Cost

**X. WATER AND UTILITIES**

3/4" Meter	\$1,600.00
1" Meter	\$2,100.00
2" Meter	\$4,200.00
3" Meter	\$6,300.00
4" Meter	\$8,400.00
Tap	\$500.00
Standard Bore	\$1,000.00
Non-Standard Bore	Cost + 20%
Reread	\$25.00
Meter Testing	\$500.00
(Fee charged if found to be accurate within 3%. No charge if inaccurate.)	

Replacement for Damaged Meter	\$600.00
Fire Hydrant Meter Deposit (includes backflow preventer) *+rental and water	\$1,500.00
*Fire Hydrant Monthly Rental	\$50.00
*Fire Hydrant Meter Water Usage (Per current Water Rate Schedule)	Current Rate
Required Deposit for In-City Water Service	\$100.00
Required Deposit for Out-of-City Water Service	\$125.00

**XI. ROAD IMPACT**

Call for Subdivision Specific Schedule, Fees and Applicability  
(Based on the preliminary plat application date)

**XII. WATER IMPACT**

Call for Subdivision Specific Schedule, Fees and Applicability  
(Based on the preliminary plat application date)

**XIII. PLANNING AND ZONING**

Initial Zoning (Newly Annexed or Agricultural Property ) per Classification	\$450.00
Rezoning (Currently Zoned Property ) per Classification	\$450.00
Board of Adjustment Application Fee	\$450.00
Specific Use Permit (“SUP”)	\$450.00

**XIV. PRELIMINARY PLATS**

<b>(a) Single Family Residential Subdivision Development</b>	
20 Acres or Less (i.e. \$850 for 20 acres) Excluding minor plats of five (5) acres or less.	\$750.00 + \$5 per acre
21-30 Acres (i.e. \$900 for 30 acres)	\$750.00 + \$5 per acre
34-45 Acres (i.e. \$1,025 for 45 acres)	\$800.00 + \$5 per acre
46 + Acres (i.e. \$1,130 for 45 acres)	\$900.00 + \$5 per acre
<b>(b) Estate Residential Subdivision Development</b>	
All Size Parcels	\$1,000.00 + \$7 per acre
<b>(c) Minor Plats</b>	
5 Acres or Less	\$500.00 + \$5 per acre
<b>(d) Non-Residential District Plats</b>	
20 Acres or Less	\$800.00 + \$10 per acre

(i.e. \$1,000 for 20 acres)	
21 - 30 Acres	\$800.00 + \$10 per acre
34 - 45 Acres	\$850.00 + \$10 per acre
46 + Acres	\$950.00 + 10 per acre

**XV. FINAL PLATS**

- (a) **Single Family Residential Subdivision Development**
  - 20 Acres or Less \$800.00 + \$5 per acre
  - 21 - 30 Acres \$800.00 + \$5 per acre
  - 34 - 45 Acres \$850.00 + \$5 per acre
  - 46 + Acres \$950.00 + \$5 per acre
- (b) **Estate Residential Subdivision Development**
  - All Size Parcels \$950.00 + \$7 per acre
- (c) **Minor Plats**
  - 5 Acres or Less \$350.00 + \$5 per acre
- (d) **Non-Residential District Plats**
  - 20 Acres or Less \$800.00 + \$10 per acre
  - (i.e. \$1,000 for 20 acres)
  - 21 - 30 Acres \$850.00 + \$10 per acre
  - 34 - 45 Acres \$900.00 + \$10 per acre
  - 46 + Acres \$1,000.00 + \$10 per acre
- (e) **All Re-Plats**
  - Minor Plat (5 Acres or Less) \$450.00 + \$5 per acre
  - All Others \$500.00 + \$10 per acre
- (f) **Site Plans**
  - \$300 + \$10 per acre
- (g) **Concept Plans**
  - \$150 Per Session with Planning and Zoning and/or Council
- (h) **Landscape Plans**
  - \$200 for Reviews
  - \$250 for Review and Presentation of Amended Plans
- (i) **Filing Fees**
  - Cost + 20% Administrative Fee

**XVII. FIRE PERMIT**

- (a) **Alarm Permit**
  - Monitored Alarm Permit Fee:
    - New \$50.00

Renewal	\$20.00
Late	\$10.00
False Alarm	\$100.00
Unregistered False Alarm	\$275.00

\*Two (2) alarms are permitted a year without any fee.

**(b) Building Construction**

Fire Sprinkler System Review (Includes Plan Review, Rough & Final)	\$250.00
Each Additional Inspection	\$75.00
Fire Suppression System Review (Includes Plan Review & Final)	\$250.00
Each Additional Inspection	\$75.00

**(c) Commercial Fire Alarm**

(Includes Plan Review & Final)	\$500.00
Each Additional Inspection	\$75.00
All re-schedules must be made 24 hours in advance or will count as an inspection.	

Base	\$250.00 per system
0-100,000 square feet	\$ 0.015 sf
100,001 – 300,000 square feet	\$1,500.00 +0.014 sf
300,001 – Plus	\$3,700.00 +0.09 sf

**XVIII. AMBULANCE SERVICE**

Advanced Life Support (Resident)	\$600.00
Advanced Life Support (Non-Resident)	\$700.00
Advanced Life Support 2 (Resident)	\$700.00
Advanced Life Support 2 (Non-Resident)	\$800.00
Basic Life Support (Resident)	\$500.00
Basic Life Support (Non-Resident)	\$600.00
Mileage (Per Loaded Mile)	\$12.00
Oxygen	\$90.00
Advanced Life Support Supplies	\$250.00
Basic Life Support Supplies	\$150.00
Additional Crew Member (Resident)	\$0
Additional Crew Member (Non-Resident)	\$46.50

**XIX. ALOCHOL SALES (BEER & WINE, OFF-PREMISE CONSUMPTION)**

Application Review Fee	\$450.00
Permit Fee	1/2 of TABC (State) Fee



**City of Lucas  
Council Agenda  
Request**

Council Meeting: February 20, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

Date Prepared: January 31, 2014

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of an application submitted by M. Christopher Homes for an amended architectural plan for the office building located in the Village Center, 2730 Country Club, Lucas, Texas.

**RECOMMENDED ACTION:**

No Staff recommendation.

**SUMMARY:**

M. Christopher homes has submitted an application for approval of an amended architectural plan. The property is located at 2730 Country Club Road, Lucas Texas 75002.

The plan shows the replacement of two signs that do not conform to the approved architectural plans.

**MOTION:**

I make a Motion to .....

**APPROVED BY:** \_\_\_\_\_

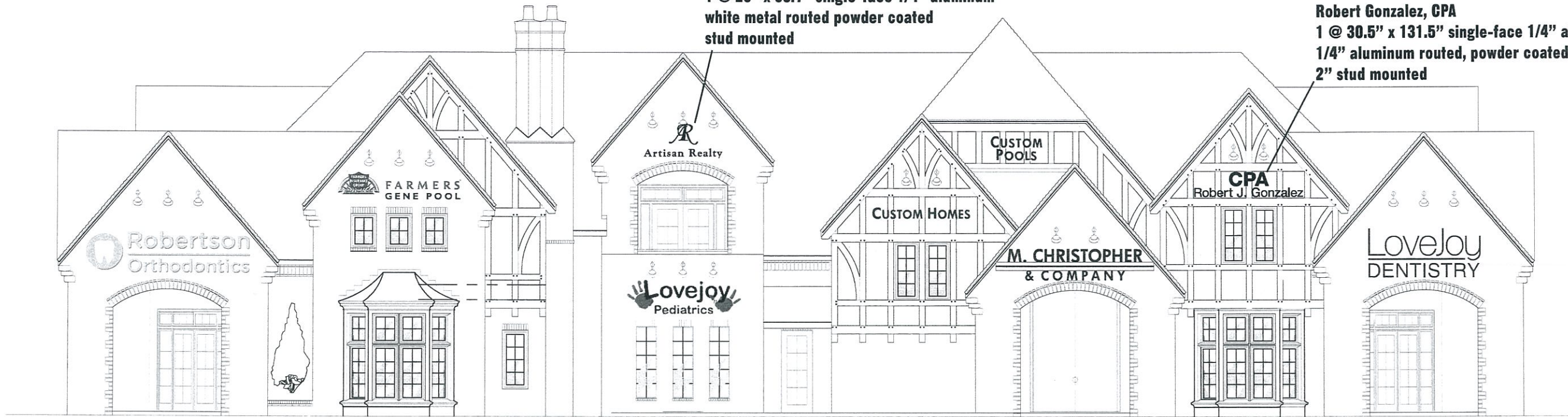
Initial/Date

Department Director: JVH / 1/31/14

City Manager: /

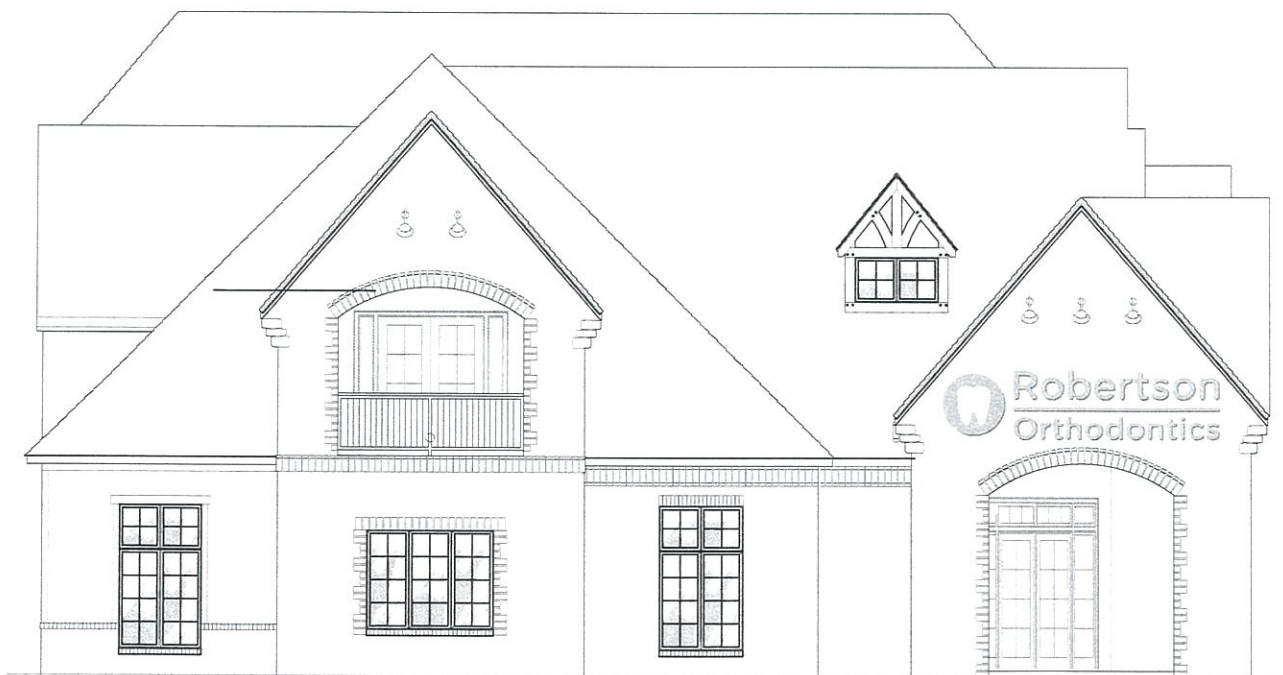
**M Christopher-Artisan Realty**  
1 @ 26" x 90.7" single-face 1/4" aluminum  
white metal routed powder coated  
stud mounted

**Robert Gonzalez, CPA**  
1 @ 30.5" x 131.5" single-face 1/4" aluminum  
1/4" aluminum routed, powder coated black  
2" stud mounted



**WEST ELEVATION**

SCALE: 3/16" = 1'-0"



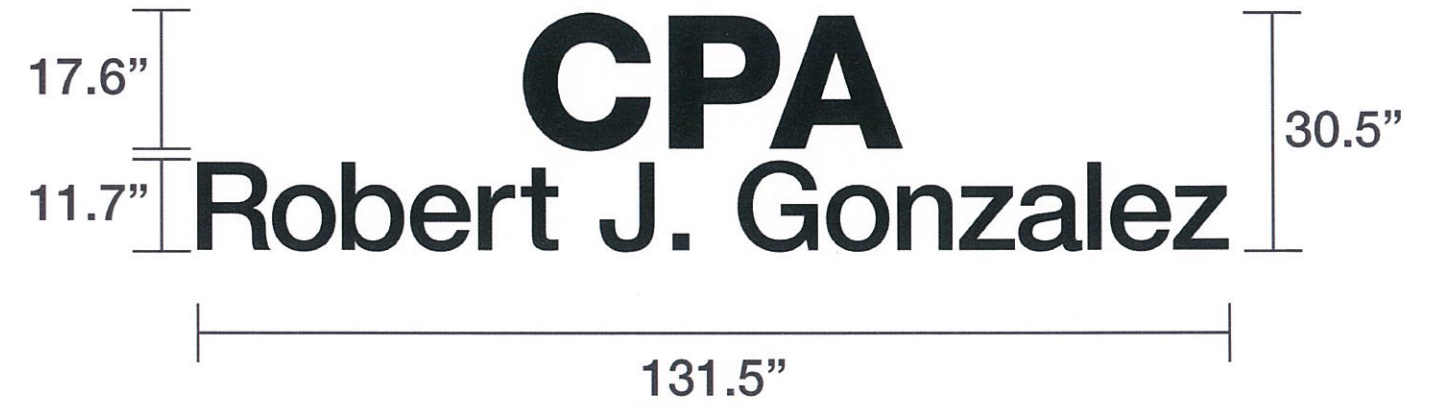
**NORTH ELEVATION**

SCALE: 3/16" = 1'-0"



**SOUTH ELEVATION**

SCALE: 3/16" = 1'-0"



Typeface: Helvetica Neue Medium and Heavy

**Robert Gonzalez, CPA**

**1 @ 30.5" x 131.5" single-face 1/4" aluminum**

**1/4" aluminum routed, powder coated black**

**2" stud mounted**

**2730 Country Club**

**Lucas**

**FGS wo#35792**

**972-494-6199**

**1-7-14**  **First Graphic  
Services, Inc.**  
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# City of Lucas Council Agenda Request

Council Meeting: February 20, 2014

Requestor: Joe Hilbourn

Prepared by: Joe Hilbourn

Account Code #: \_\_\_\_\_

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

Budgeted Amount: \$ \_\_\_\_\_

Exhibits:  Yes     No

## AGENDA SUBJECT:

Discuss and Consider the approval of **Ordinance # 2014-02-00774** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3, titled "Building Regulations" by amending Article 3.15 titled "Signs" by amending Section 3.16.007 titled "Exempt Signs" by amending Subsection 3.16.007(3) to provide for amended regulations for political signs and by adding a new Section 3.16.014 titled "Electioneering at Polling Locations" to provide regulations for electioneering at polling places located on City owned or controlled public property; providing a severability clause; providing a repealing clause; providing a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500.00) for each offense; and providing for an effective date.

## RECOMMENDED ACTION:

## SUMMARY:

City Attorney will review changes in the law regarding political signs.

## MOTION:

I make a Motion to approve **Ordinance # 2014-02-00774** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3, titled "Building Regulations" by amending Article 3.15 titled "Signs" by amending Section 3.16.007 titled "Exempt Signs" by amending Subsection 3.16.007(3) to provide for amended regulations for political signs and by adding a new Section 3.16.014 titled "Electioneering at Polling Locations" to provide regulations for electioneering at polling places located on City owned or controlled public property; providing a severability clause; providing a repealing clause; providing a savings clause; providing for a penalty of fine not to





<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

**ORDINANCE # 2014-02-00774**  
**[Ordinance Amending Regulations for Political Signs and Establishing  
Regulations for Electioneering at Polling Places]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3 TITLED “BUILDING REGULATIONS” BY AMENDING ARTICLE 3.16 TITLED “SIGNS” BY AMENDING SECTION 3.16.007 TITLED “EXEMPT SIGNS” BY AMENDING SUB-SECTION 3.16.007(3) TO PROVIDE FOR AMENDED REGULATIONS FOR POLITICAL SIGNS AND BY ADDING A NEW SECTION 3.16.014 TITLED “ELECTIONEERING AT POLLING LOCATIONS” TO PROVIDE REGULATIONS FOR ELECTIONEERING AT POLLING PLACES LOCATED ON CITY OWNED OR CONTROLLED PUBLIC PROPERTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lucas, Texas, deems it in the best interest of the health, safety, and welfare of the citizens of the City to regulate signs, including signs that may be placed on public property; and

**WHEREAS**, the Texas Legislature recently enacted House Bill 259 which provides that a public entity that owns or controls a public building being used as a polling place may not, at any time during the voting period, prohibit electioneering on the building’s premises, outside of the 100 foot prohibited electioneering area prescribed by sections 61.003 and 85.036 of the Texas Election Code; and

**WHEREAS**, the new law does permit the City to enact reasonable regulations concerning the time, place, and manner of electioneering on the public building’s premises, outside of the 100 foot prohibited electioneering area prescribed by sections 61.003 and 85.036 of the Texas Election Code; and

**WHEREAS**, the City has reviewed the new law and its existing sign regulations and has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to adopt reasonable regulations to continue to regulate electioneering or political signs that may be placed on certain areas of particular public property; and

**WHEREAS**, the City finds that the amendments to the Code of Ordinances herein are necessary to regulate signs and electioneering on public property, including the regulation of signs that may be placed on public property, and the following regulations are reasonable as to time, manner, and place; and

**WHEREAS**, the City Council desires to amend Chapter 3 titled “Building Regulations” by amending Article 3.16 titled “Signs” by amending section 3.16.007 titled “Exempt Signs” by amending sub-section 3.16.007(3) to provide amended regulations for political signs and by adding a new Section 3.16.014 titled “Electioneering at Polling Locations” to provide regulations for electioneering at polling places located on City owned or controlled public property.

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

**Section 1.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations” by amending Article 3.16 titled “Signs” by amending Section 3.16.007 titled “Exempt Signs” by amending sub-section 3.16.007(3) to provide for regulations for political signs and by adding a new Section 3.16.014 titled “Electioneering at Polling Locations” to provide regulations for electioneering at polling places located on City owned or controlled public property, to read as follows:

**"CHAPTER 3 BUILDING REGULATIONS**

**ARTICLE 3.16 SIGNS**

...

**Sec. 3.16.007 Exempt signs**

Exempt signs as designated under this section are allowed without a permit in all zoning districts in accordance with this article.

...

- (3) Signs that contain primarily a political message and are located on private real property with the consent of the property owner and
  - (A) do not have an effective area greater than thirty-six (36) feet;
  - (B) are not more than eight (8) feet high;
  - (C) are not illuminated; or
  - (D) do not have any moving elements.

...

**Sec. 3.16.014 Electioneering at Polling Locations**

(a) Purpose. The purpose of this article is to provide reasonable regulations for electioneering on City owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety

concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.

(b) Definitions. For purposes of this article, the following terms shall have the following meanings:

Electioneering. The posting, use, or distribution of political signs or literature.

Prohibited Area. The area within which Texas Election Code Section 85.036(a), as amended, prohibits electioneering during the time an early voting or voting place is open for the conduct of early voting or voting.

Voting period. The period each day beginning the hour the polls are open for voting and ending when the polls close or the last voter has voted, whichever is later on election day and early voting days. The period for a runoff election shall be considered to be a separate voting period.

(c) Regulations and exceptions.

(a) The following regulations apply to electioneering on the premises of public property that occurs outside the Prohibited Area during the voting period.

- (1) It is an offense for any person to leave any electioneering sign or literature on public property that is used as a polling place other than during the voting period and for seventy-two (72) hours before and after the voting period.
- (2) It is an offense for any person to engage in electioneering on driveways and parking areas on the premises of a polling location. This restriction shall not apply to electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location.
- (3) It is an offense for any person to attach, place or otherwise affix or erect any electioneering sign, literature or material in any area designated as a planting or landscaped area or to any tree, shrub, building, pole, or other improvement on public property used as a polling location.
- (4) It is an offense for any person to place any electioneering sign or literature within ten (10) feet of the public road way adjacent to the public property where a polling location is located.
- (5) It is an offense for any person to place an electioneering sign on the premises of a polling location that exceeds thirty-six (36) square feet and is more than eight (8) feet in height.

- (6) In addition to imposing any criminal penalty, electioneering sign(s) located in violation of this section may be removed and disposed of by the entity in control of the public property.
- (7) The authority to conduct electioneering on public property under this Article is limited to the property on the premises where the voting is conducted and only for the voting period.

(b) The regulations set forth in (a) above shall not apply to any City of Lucas authorized signs, materials or other messages on its property.”

**Section 2.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**Section 3.** That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 4.** That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**Section 5.** Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Five Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 6.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2014.**

APPROVED:

---

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Joseph J. Gorfida, Jr., City Attorney  
(01-22-14/64455)

---

Kathy Wingo, TRMC, MMC, City Secretary



## City of Lucas Council Agenda Request

Council Meeting: 02/20/14

Requestor: Stanton Foerster, PE

Account Code #: Water Fund Reserves

Date Prepared: 02/11/14

Budgeted Amount: None

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the approval of a Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the design of the Rock Ridge Road waterline in an amount not to exceed \$49,500 and authorize use of Water Fund Reserves to fund the design work.

### RECOMMENDED ACTION:

Approve BW2 agreement using Water Fund Reserves.

### SUMMARY:

The Rock Ridge Road Phase 1 project is underway and is being managed by the North Texas Municipal Water District and is scheduled for completion in late 2014. To receive the full fire protection and water delivery benefits from the Phase 1 project, the completion of the Phase 2 loop is needed. The Phase 2 loop will allow all City of Lucas citizens to be a customer of the Lucas Waterworks and no longer receiving water from the City of Allen.

The Rock Ridge Road Phase 2 will contain 2,300 feet of 12 inch waterline paralleling the north/south portion of Rock Ridge Road south of Exchange Parkway followed by 1,500 feet of eight inch waterline connecting the proposed 12 inch waterline to the existing eight inch waterline at the north end of Lovejoy High School. An easement from Lovejoy ISD will be needed, and at least one easement from a homeowner will be needed. At this time the specific route of the waterline has not been determined.

### MOTION:

I make a Motion to approve the Professional Services Agreement between the City of Lucas and BW2 Engineers, Inc. for the design of the Rock Ridge Road waterline in an amount not to exceed \$49,500 and authorize use of Water Fund Reserves to fund the design work.

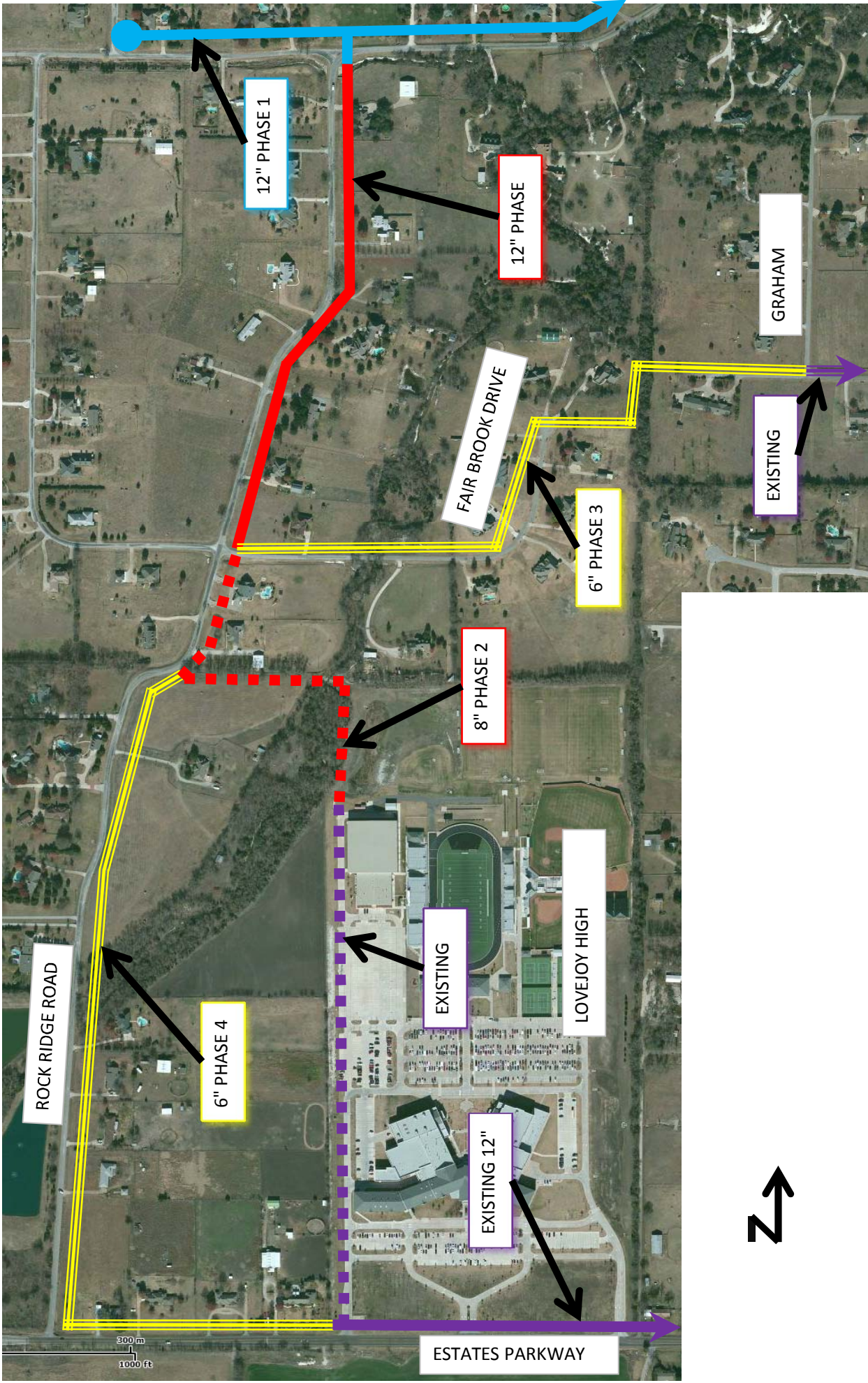
APPROVED BY: \_\_\_\_\_

Initial/Date

Department Director: SWF / 02/11/14

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 BW2 Engineers, Inc. (“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 in the form of engineering design of a 12 and eight inch waterline between Exchange Parkway and Lovejoy High School along Rock Ridge Road, 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 \$49,500.00.

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 75002-7651

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:  
Michael Burge  
Project Manager  
BW2 Engineers, Inc.  
1919 S Shiloh Road, Suite 500, LB 27  
Garland, Texas 75042

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: \_\_\_\_\_  
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**



## BW2 ENGINEERS, INC.

December 18, 2013

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

Re: Rock Ridge Road Water Line Phase 2  
Proposal for Surveying and Engineering Services

Dear Stanton:

BW2 Engineers, Inc. (BW2) is pleased to provide this proposal to the City of Lucas for the provision of professional surveying and engineering services associated with the design and preparation of plans for the proposed Rock Ridge Road Water Line Phase 2.

The City has made significant improvements to the City water system in recent years. Several major water line projects have been completed, including a project in the northwest part of the City, a project in the southeast part of the City, and a recent project in the Shepherds Creek Drive area. These projects involved the replacement of undersized water lines, which were often in need of repair, with larger more dependable polyvinyl chloride (PVC) water lines. This water line in the Shepherds Creek Drive area was recently added to the system due to the efforts of the City staff. The addition of this particular water line to the system was especially important due to the critical need that was being experienced in that area for improved water pressure and fire protection. All of these projects have improved water supply, improved water pressure, and enhanced fire protection in the water system.

Although the City has made substantial progress in replacing the undersized lines in the water system and adding several other water lines to the system, other water lines also need to be added to the system. It appears that the most critical of these water lines is a 12" diameter water line along the north/south run of Rock Ridge Road needed to replace an existing 4" diameter water line. This water line (designated as Rock Ridge Road Water Line Phase 1) will soon be installed along this part of Rock Ridge Road in order to upsize the existing line from 4" to 12" diameter.

Another water line that needs to be added to the system is the proposed Rock Ridge Road Water Line Phase 2. This proposed project will involve the construction of approximately 2,300 feet of 12" water line along Rock Ridge Road from the Phase 1 water line to Fair Brook Drive and the construction of approximately 1,500 feet of 8" water line along a portion of Fair Brook Drive and then directly south to an existing 8" water line located on the Lovejoy High School site. This proposed Phase 2 project will complete the water loop from the new 12" water line on the north end of Rock Ridge Road to the existing 8" water line on the Lovejoy High School site, thereby significantly improving water pressure and enhancing fire protection in the northwest part of the city.

It is our understanding that the City is prepared at this time to begin the preparation of plans for this proposed 8" and 12" water line and this proposal is being submitted for that purpose.

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.
- ❖ Prepare the following final construction plans for the proposed water line:
  - Title Sheet
  - Location Map
  - General Notes
  - Plan/Profile Sheets
  - Construction Detail Sheets
- ❖ Prepare a project manual for the project in conjunction with the construction plans.
- ❖ Coordinate with the City during the review process for the construction plans.
- ❖ Prepare bid package.

### **Construction Administration Services**

- ❖ Participate in conferences with the City regarding the project.
- ❖ Assist the City in the advertising for bids and in distributing bid sets of plans and specifications (including preparation of addenda and fielding Contractor's questions).
- ❖ Assist the City in the opening, tabulating, and analyzing of bids for construction.
- ❖ Attend City Council meetings (no charges for City Council attendance).
- ❖ Assist in the preparation of construction contract documents.
- ❖ Review monthly pay requests from the Contractor.
- ❖ Make site visits to assist City representatives with periodic inspection and final inspection of the project with regard to meeting general conformance with the design concept, as required.
- ❖ Review final pay request from the Contractor.
- ❖ Provide record drawings (originals and CD).

Mr. Stanton Foerster, P.E.  
December 18, 2013  
Page 3

**Fees**

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

❖ Surveying Services	\$ 8,700.00
❖ Engineering Services	\$ 33,000.00
❖ Construction Administration Services	<u>\$ 6,000.00</u>
TOTAL FIXED FEE:	\$ 47,700.00
❖ Easement Document Services* (not to exceed)	<u>\$ 1,800.00</u>
TOTAL FEE (not to exceed)	\$ 49,500.00

\*At \$900.00 per property for up to two (2) properties.

**Assumptions**

The following assumptions have been made in preparing this agreement:

- ❖ Easement documents for permanent easements on up to two (2) properties may be required. Any additional easement documents will be considered additional services.
- ❖ 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.

**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, P.E.  
Project Manager

MRB:maw



**City of Lucas  
Council Agenda Request**

Council Meeting: February 20, 2014

Requestor: Dan Savage

Prepared by: \_\_\_\_\_

Account Code #: N/A

Date Prepared: February 13, 2014

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider cost adjustments for the City of Lucas Fire Department Expansion Project budget.

**RECOMMENDED ACTION:**

Identify construction items that Council wants Staff to pursue to lower the cost of the City of Lucas Fire Department Expansion project.

**SUMMARY:**

See attached.

Staff worked with the architect to identify potential adjustments to the latest cost estimate to bring the overall project cost closer to the \$2,800,000 allocated for the work.

**MOTION:**

I make a Motion to .....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## MEMORANDUM

**DATE:** February 10, 2014  
**TO:** Mayor and City Council  
**FROM:** Dan Savage, Interim City Manager  
**SUBJECT:** Fire Station Expansion Cost Estimate

The latest (January 31, 2014) estimate of the costs from the cost estimator of the fire station expansion project is \$2,652,602 for the total building cost and \$3,202,174 for the total project cost. This is \$402,174 over the allocated funding of \$2,800,00.

To address this, staff has worked with Doug Edney, the architect, to identify four potential tactics that could be used to reduce the overall project costs. The tactics include: (1) items to be eliminated from the project; (2) items to be revised; (3) items to be moved to owner's work; and (4) items to be alternates.

Attached are listings for each tactic. If all of the items listed are adopted, then the total building cost is reduced to \$2,287,987 and the total project cost is \$2,888,759. Of course, these changes are estimates, and the ultimate costs will be determined through the bid process and subsequent work to completion. Also, Council may not want to take all of these options.

**Fire Station Expansion**  
**Design Development Cost Review**

**Items To Be Eliminated**

1. Removal of Propane Tank	\$ 3,500
2. Removal of masonry wall for generator	\$21,000
3. Removal of gates for wall around generator	\$ 3,000
4. Removal asphalt approach in existing drive	\$ 3,120
5. Removal of drainage pipe under existing drive	\$10,040
6. Removal of fire pump	\$35,000
7. Removal of SWPPP	\$ 3,500
8. Removal of soap dispensers	<u>\$ 675</u>
Total	\$79,835

**Fire Station Expansion**  
**Design Development Cost Review**

**Items To Be Revised**

1. Cost adjustment on 21' window	\$ 4,027
2. Substitute for 1 AL/GL door	\$ 2,210
3. Reduction of earthwork	\$14,370
4. Reduction of excavation	\$10,500
5. Reductions of insulation	<u>\$ 1,166</u>
Total	\$32,273



**Fire Station Expansion**  
**Design Development Cost Review**

**Items To Be Moved To Owner's Work**

1. Flag poles (3)	\$10,500
2. Existing Building Sprinklers	\$13,559
3. Existing Building Fire Alarm	\$15,496
4. Owner will do fire hydrant	\$ 3,200
5. New Building Sprinklers	\$16,319
6. New Building Fire Alarm	<u>\$18,650</u>
Total	\$77,724

**Fire Station Expansion**  
**Design Development Cost Review**

**Items To Be Alternates**

1. Cost of Slopped Roof option	\$53,201
2. Cost of Stone and Stucco options	\$50,974
3. Cost savings if top soil is not needed for final grading	<u>\$15,156</u>
Total	\$119,331

**Owner's Cost**

1. Engineering lab work/materials testing	\$30,000
2. Commissioning work/Air Balance	\$15,000
3. Asbestos Abatement	\$ 6,615
4. Building demolition	\$ 7,115
5. FFE/Washer and Dryer/ Refrigerants	\$47,550
6. IT and Communications	\$59,425
7. Bid Advertisement	\$ 1,500
8. Landscaping	\$40,000
9. Irrigation	\$24,200
10. Flag Poles	\$10,500
11. Existing Building Sprinkler	\$13,559
12. Fire Alarm System	\$10,130
13. Fire Hydrants	\$ 3,200
14. New Building Sprinkler	<u>\$16,319</u>
Total	\$285,113

Thank You,

Dan Savage  
Interim City Manager

At this point it appears that each of the “items to be eliminated” can be taken out of the project without impacting the overall design and functionality of the construction project. For example, the wall around the generator can be a wooden stockade fence, that can be done by the City. This will meet code requirements.

Among the “items to be revised” is a reduction in earthwork. The architect and his staff have recalculated the amount of earthwork required. Similar adjustments have been made for these items.

Moving “items to the Owners work” category helps reduce overall project costs because it eliminates project overhead markups. It also may provide more competitive pricing for certain items. The fire alarm cost in the latest cost estimate totaled \$34,146. Staff has asked a Fire Alarm contractor to give us a quote on the work and it came back at \$10,130.

Among the “items to be alternates” are the sloped roof and the stone and stucco finishes. These items total \$104,175 in direct costs and roughly \$25,000 more in markups. They add to the appearance of the station, but they do not add to its functionality. One tactic may be to include these items as options in the bid process, with a final decision being withheld until the time of the contract award.

There are still several other items that may be adjusted. We are still looking at the generator requirements and also the possibility of using solid surface panels instead of porcelain tile in showers.

Even if all of these adjustments are made, it is still possible that the bids will come in higher than expected. The 5% contingency may cover some or all of this.

## Estimated Total Project Costs

February 12, 2014

Direct Building Cost	\$2,249,188
(1) Items to be eliminated	-\$ 79,835
(2) Items to be substituted	-\$ 32,273
(3) Items to be moved to Owners work	-\$ 77,724
(4) Items to be alternates	<u>-\$119,331</u>
Adjusted Direct Building Cost	\$1,940,025
General Contractor Overhead (8%)	\$155,202
General Contractor Fee (4%)	\$ 83,809
Contingency (5%)	<u>\$108,952</u>
Total Building Cost	\$2,287,987
Architect Fee (9.5%)	\$217,359
Consultant Fees	\$ 78,300
Reimbursements	<u>\$ 20,000</u>
	\$315,659
Owner's Work	\$285,113
Total Project Cost	\$2,888,759
Total Project Budget	<u>\$2,800,000</u>
Deficit	- \$ 88,759



<h2 style="text-align: center;">City of Lucas Council Agenda Request</h2>
---

Council Meeting: February 20, 2014

Requestor: Dan Savage

Prepared by: \_\_\_\_\_

Account Code #: N/A

Date Prepared: February 13, 2014

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the request by Brockdale Park Development to make repairs and upgrade Brockdale Park Road and approval of a Facilities Agreement between the City of Lucas and Brockdale Park Development, a Hillwood Development, concerning funding for Phase III Improvements to Brockdale Park Road.

**RECOMMENDED ACTION:**

Interim City Manager Dan Savage recommends that Council accept the offer contained in the Hillwood letter regarding Brockdale Park Road and further recommend approval of the proposed facilities agreement regarding Phase III road improvements to Brockdale Park Road.

**SUMMARY:**

See attached.

Representatives of the Brockdale Park Development have submitted a letter offering their responses to four (4) questions raised at the January 16, 2014 City Council Meeting relating to their request concerning Brockdale Park Road. If the City Council concurs with their request, a facilities agreement is attached for Council's consideration.

**MOTION:**

I make a Motion to .....

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

## Memo

**TO:** City of Lucas  
**FROM:** Brockdale Community  
**DATE:** February 13, 2014  
**RE:** **Response to City Council Items – Brockdale Park Road**

---

During the January 16<sup>th</sup> Council hearing, the Council asked us to consider four items related to our Brockdale Park Road improvement proposal. The Council's comments/questions are followed with our responses below:

*Item 1: Can Brockdale make immediate repairs prior to the Phase I work?*

**Yes, we want to begin as soon as possible. We will begin making minor improvements immediately weather permitting following a facilities agreement with the City. We met onsite with the City and County on Friday, February 7<sup>th</sup>, and generated a scope for the immediate repairs.**

Item 2: Can the time requirement for the City to begin its repairs to the remainder of the road be removed?

**Yes. The time constraint for the City to repair the portion of road past our entrance can be removed. However, if practical, we request that the City work with the County to improve this section of roadway prior to or concurrently with the Phase III work, as it is in immediate need of repair.**

*Item 3: After the Phase III improvements are complete, the City prefers to keep the residual funds from the \$2,200 assessment in an account dedicated to future maintenance and repairs of Brockdale Park Road. Is this acceptable to Hillwood/Brockdale?*

**Yes. The City can keep any residual funds for future maintenance of Brockdale Park Road.**

*Item 4: Explore an ongoing revenue stream for the future maintenance of Brockdale Park Road.*

**This is not something we can directly provide; however, we've attempted to indirectly address this item by carefully phasing the immediate, interim, permanent repairs. This plan will immediately reduce the City's maintenance liability of this road for the next few years, and the City will also be left with a new road in 2019. We are also allowing the City to keep the residual funds from the proposed assessments. The road is currently in need of repair, irrespective of the Brockdale subdivision, and the proposed improvement plan is a substantial investment by Hillwood/Brockdale that will inject over \$600,000 towards the road.**



The improvements we are requesting approval for are as follows:

- **Phase I (Immediate Repairs) – Performed by Hillwood/Brockdale**
  - Immediate repairs to begin as soon as possible, weather permitting
  - Interim repairs to be determined by Hillwood/Brockdale.
  - **\$75,000** to be paid and performed by Hillwood/Brockdale.
  - Begin work May 15, 2014.
  
- **Phase II (Interim Repairs) – Performed by Hillwood/Brockdale**
  - Interim repairs to be determined by Hillwood/Brockdale.
  - **75,000** to be paid and performed by Hillwood/Brockdale.
  - Begin work when 2<sup>nd</sup> phase of civil work is complete (approx. 2016).
  
- **Phase III (Total Reconstruction) – Managed by City of Lucas**
  - Full reclamation of roadway and widen to 24' wide.
  - Estimated cost \$300,000 of roadway to be funded via impact fees collected by the City on each lot in the amount \$2,200 as homes are built (\$453,200). All of the excess funds shall remain in an account to help fund repairs to Brockdale Park Road.
  - Begin work the later of (1) December 31, 2018 or (2) when adequate funds deposited (estimated to be \$340,000).
  - Upon completion of the repairs, any unpaid roadway assessments shall be paid to the City.
  - City's obligation to repair 3,000 feet of road beyond Brockdale entrance not tied to Phase III work; however, if practical, we request that the City work with the County to improve this section of roadway prior to or concurrently with the Phase III work, as it is in immediate need of repair.
  
- **Total Contribution by Hillwood/Brockdale - \$603,200**

### 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, 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.
- Final Overlay – Final surface will include a 2” HMAC overlay.
- Roadway Width – The ultimate pavement width will be 24 feet wide.
- 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.

STATE OF TEXAS §  
COUNTY OF COLLIN §

**FACILITIES AGREEMENT  
OFF-SITE ROADWAY IMPROVEMENT**

This agreement (The “Agreement”) is made by and between the City of Lucas, Texas (“City”) and Brockdale Park Development, a Hillwood Development (the “Owner”) acting by and through their duly authorized representative.

**Recitals:**

**WHEREAS**, the Owner is the owner of the real property described in Exhibit “A” attached hereto (“Property”); and

**WHEREAS**, the Owner intends to develop the Property consistent with the Final Plat and agree to pay for certain offsite roadway improvements on Brockdale Park Road as generally depicted in Exhibit “B” attached hereto; and

**WHEREAS**, Brockdale Park Road extends roughly 8000 linear feet from East Lucas Road (FM 3286) to the Lake Lavon boat ramp gate at Brockdale Park; and

**WHEREAS**, portions of Brockdale Park Road are in the City limits and portions are in the unincorporated area of Collin County; and

**WHEREAS**, the Brockdale Park development will include 206 residential lots and the Owner agrees to pay a sum of \$2200 per lot into a City fund for use on the reconstruction of a portion of Brockdale Park Road that is it specifically within the city limits at such time when residential construction in the development is between 75% and 100% complete.

**NOW, THEREFORE**, and in consideration, the mutual covenants and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I  
Term**

This Agreement shall commence on the last date after all of the parties have executed the Agreement (“Effective Date”) and shall terminate on the date (“Expiration Date”) that is the later date of: (1) the date the owner has fully satisfied all of the terms and conditions herein; or (2) unless sooner terminated herein.

**Article II  
Definitions**

For the purposes of the Agreement, each of the following shall have the meanings set forth herein unless the context clearly requires otherwise:

2.1 “Sum” means the sum of \$2200 from the Owner or builder to be paid to the City for each of the 206 residential lots which will be collected at the time the building permit application is filed with the City or earlier as provided herein.

2.2 “Brockdale Park Road Improvements” shall mean the repair and reconstruction of roughly 5000 linear feet of Brockdale Park Road from East Lucas Road (FM 3286) to the eastern edge of the Brockdale Park development as generally described in Exhibit “B”

2.3 “Effective Date” shall mean the last date of execution of this Agreement.

### **Article III Roadway Improvements**

3.1 The Owner agrees to pay the City a \$2200 per lot sum at the time the building permit application is filed with the City or earlier as provided in Section 3.5. This Sum shall be paid for each of the 206 lots in the Brockdale Park development. All funds collected in this manner by the City shall be used exclusively for the repair and reconstruction of the Brockdale Park Roadway at such time as practical after at least 75% of the lots have been permitted and when sufficient funds are available to undertake the roadway work.

3.2 The roadway work shall be performed in general conformity with the drawing presented in Exhibit “B”. The work shall at a minimum meet the specifications outlined in Exhibit “C”

3.3 If possible, the work will be coordinated with the repair and reconstruction of the 3000 linear feet of the roadway from the eastern edge of the Brockdale Park development at roughly Station 50+00 on Exhibit “B” to the entrance to the Brockdale Park boat dock gate. This work will be undertaken as a joint project funded by the City and Collin County through a separate interlocal agreement to be approved at a future date. If possible, one construction contract will be let for all of the Brockdale Park roadway from East Lucas Road roughly 8000 linear feet to the entrance of the Brockdale Park boat ramp gate.

3.4 The City, by itself or in partnership with Collin County, shall be responsible for contracting for the roadway improvements and management of the project. All decisions regarding the specifications, project management, and timing of the work shall rest solely with the City, not the Owner, unless otherwise addressed by this Agreement.

3.5 Completion of the work contracted by the City shall satisfy all of its obligations under this agreement. Payment of Sums totaling \$453,200 shall satisfy the Owners responsibility under this agreement. In the event that Sums have not been collected by the time that notice to proceed is given by the City to a contractor for the Brockdale Park roadway improvements, the Owner shall pay the City the Sum of \$2200 for each lot that has not been

issued a building permit. For purposes of this Agreement the Owner and the City anticipate that the roadway improvements work will start 2018 or shortly thereafter.

#### **Article IV Miscellaneous**

4.1 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties.

4.2 **Limitation on Liability.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

4.3 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

4.4 **Termination.** This Agreement shall terminate upon any one of the following:

- (a) the written agreement of the parties;
- (b) the Expiration Date;
- (c) the election by either party in the event the other breaches and any of the terms and conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof to the breaching party;
- (d) the elections by the City, if the Owner suffers and Event of Bankruptcy or Insolvency;
- (e) the election by the City, if any Impositions owed to the City or the State of Texas by Owner shall become delinquent (provided, however the Owner retains the right to timely and properly protest and contest any such Impositions); and
- (f) the election by the City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

4.5 **Books and Records.** City to make its books and records relating to the construction of the Project available for inspection by the Owner until Completion of Construction.

4.6 **Indemnification.** Owner hereby releases, indemnify and hold harmless the City, its officers, agents, employees, and third party representatives (collectively referred to as "City") from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage and lawsuits and judgments, including court cost, expenses and attorney's fees, and all other expenses arising directly or indirectly from the Owner's performance of this Agreement. The foregoing release and

indemnity will survive termination of the Agreement and shall expire after the expiration of the last maintenance bond for the public infrastructure improvements constructed herein.

4.7 **Successors and Assigns.** 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 permitted assigns. This Agreement may not be assigned without express written consent of the City, which shall not be unreasonably withheld in connection with the sale of the Property.

4.8 **Severability.** In the event any section, subsection paragraph sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.9 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.10 **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without agreement of the parties to be attached to and made a part of this Agreement.

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

4.12 **Recitals.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

4.13 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

4.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.15 **Notice.** All notices and communications required or permitted to be given hereunder shall be in writing and hand delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, address as follows.

If intended for Owner:  
Brockdale Community, LLC  
3090 Olive Street  
Dallas, TX 75219

With Copy to City:  
Attn: City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002-7651

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

*[Signature Page to Follow]*

**EXECUTED** this 20<sup>th</sup> day of February, 2014.

City of Lucas, Texas

By: \_\_\_\_\_  
Dan Savage  
Interim City Manager

**Approved as to form:**

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
(JJG/61815)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Professional

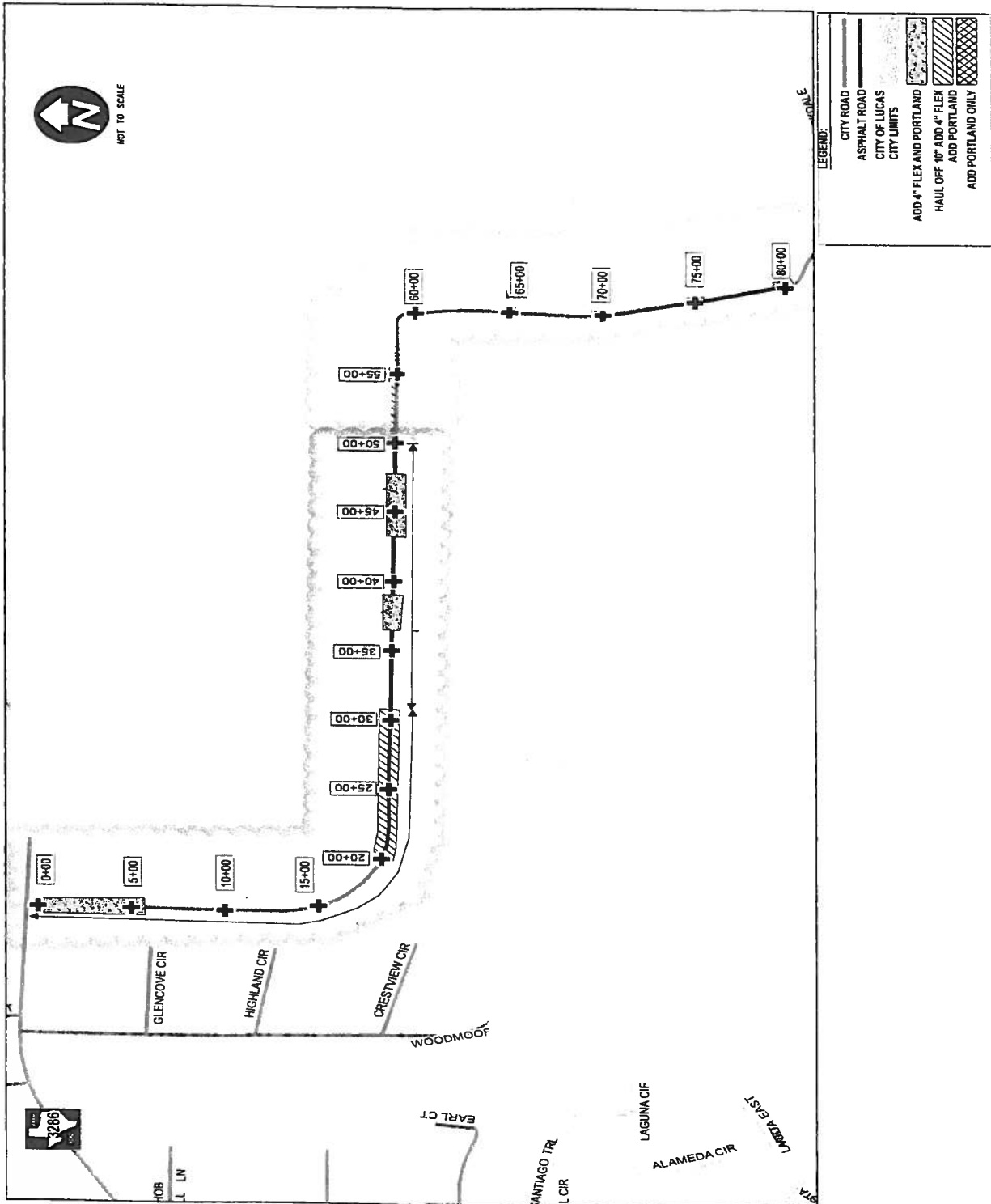
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT "A"



EXHIBIT "B"



**EXHIBIT "C"**  
**BROCKDALE PARK PHASE III MINIMUM SPECIFICATIONS**

**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 predetermined depth, then 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
- 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.



**City of Lucas  
Council Agenda Request**

Council Meeting: February 20, 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: \_\_\_\_\_ / \_\_\_\_\_