



AGENDA

**City of Lucas
City Council Meeting
December 15, 2016
6:30 PM
City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a City of Lucas meeting of the City Council will be held on Thursday, December 15, 2016 at 6:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

The Citizens' Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting it to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizens' Input (**Mayor Jim Olk**)

Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

3. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to conduct interviews for appointments to the Board of Adjustment and the Planning and Zoning Commission. **(Mayor Jim Olk)**

Regular Agenda

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

4. Consider appointments to the Board of Adjustment and Planning and Zoning Commission for two year terms beginning January 1, 2017 through December 31, 2019. **(City Council, City Secretary)**
5. Consider authorizing the City Manager to enter into a bank depository service contract for a three year period commencing on December 27, 2016 through December 27, 2019 with the option to renew for two additional one year extensions under the same terms and conditions. **(Finance Director Liz Exum)**
6. Discuss and give direction to the City Manager regarding 1) proceeding with a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$91,130 for the design of the W. Lucas Road/Stinson Road Intersection Project and 2) amend the FY 16-17 Budget Road Capacity Improvements account (21-8210-491-123) for funding of the Winningkoff Reverse Curve Construction Project. **(Public Works Director/City Engineer Stanton Foerster)**
7. Consider setting the agenda for the Transportation Town Hall meeting set for January 26, 2017 and provide guidance to staff regarding transportation survey questions and methodology. **(Mayor Jim Olk)**
8. Discuss and provide feedback to staff regarding the City's proposed Capital Improvement Plan (CIP). **(Development Services Director Joe Hilbourn)**
9. Discuss selecting an alternate date for the 2017 Founders Day event. **(Development Services Director Joe Hilbourn)**

Consent Agenda

10. Consider approval of the minutes of the November 17, 2016 City Council meeting. **(City Secretary Stacy Henderson)**
11. Consider approval of the minutes of the December 1, 2016 City Council meeting. **(City Secretary Stacy Henderson)**
12. Consider approving Resolution R-2016-12-00457 designating the Allen American as the official newspaper of the City of Lucas. **(City Secretary Stacy Henderson)**

13. Consider adopting Ordinance 2016-12-00844 of the City Council of the City of Lucas, Collin County, Texas, increasing the maximum combined rates of the City's normal contributions and prior service contributions to the Texas Municipal Retirement System. **(Human Resources Manager Cheryl Meehan)**
14. Consider approval of the City of Lucas Investment Report for quarter ending September 30, 2016. **(Finance Director Liz Exum)**
15. Adjournment.

Certification

I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on December 9, 2016.

Stacy Henderson, City Secretary

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



City of Lucas City Council Agenda Request December 15, 2016

Requester: Mayor Jim Olk

Agenda Item:

Citizens' Input

Background Information:

NA

Citizen Summary:

Citizen Input is an item at the beginning of each City Council agenda that allows citizens an opportunity to address the City Council on any subject. In accordance with the Texas Open Meetings Act however, the City Council cannot discuss issues raised or make decisions regarding any items that are not on the agenda, but the City Council may refer items to City Staff for research and possible inclusion on a future agenda.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request December 15, 2016

Item No. 02

Requester: Mayor Jim Olk

Agenda Item:

Items of Community Interest.

Background Information:

NA

Citizen Summary:

Under Community Interest items, the City Council may report to the public on items such as an expression of thanks, congratulations or condolences, recognition of individuals, reminders of upcoming community events, and announcements involving imminent threat to public health and safety.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request December 15, 2016

Requester: Mayor Jim Olk

Agenda Item:

Executive Session:

Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to conduct interviews for appointments to the Board of Adjustment and the Planning and Zoning Commission.

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

Background Information:

NA

Citizen Summary:

The City Council may convene into a closed Executive Session per the Texas Government Code regarding items such as consulting with the City Attorney, deliberation regarding the purchase, exchange, lease or value of real property, and personnel matters.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request December 15, 2016

Requester: City Council, City Secretary

Agenda Item:

Consider appointments to the Board of Adjustment and Planning and Zoning Commission for two year terms beginning January 1, 2017 through December 31, 2019.

Background Information:

At the December 1, 2016 City Council meeting, appointments were made to the Parks and Open Space Board, Planning and Zoning Commission and Board of Adjustment.

There remains one vacant alternate member position open on the Planning and Zoning Commission and one vacant regular member position open on the Board of Adjustment to be filled.

Citizen Summary:

The City of Lucas has various boards/committees/commissions that each serve a purpose in the City's vision and goals. Board members are appointed by the City Council and each year applications are accepted to serve on one of the City's various boards. While, the appointment process takes place in October each year, applications can be made at any time throughout the year.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

I make a motion to appoint the following individuals to the Board of Adjustment and the Planning and Zoning Commission:



City of Lucas Council Agenda Request December 15, 2016

Requester: Finance Director - Liz Exum

Agenda Item:

Consider authorizing the City Manager to enter into a bank depository service contract for a three year period commencing on December 27, 2016 through December 27, 2019 with the option to renew for two additional one year extensions under the same terms and conditions.

Background Information:

Advertisements for banking services were published on Thursday, November 10 and 17 in the Allen American newspaper. Proposals were accepted until 2:00 pm Tuesday, November 29, 2016. Proposals were evaluated on the following criteria:

- Service Availability 30%
- Deposit Interest Rates 15%
- Cost of Service 25%
- Safety and Creditworthiness of the Bank 30%

The City received proposals from American National Bank of Texas and Legacy Texas Bank that were evaluated based on the criteria listed above.

A copy of each proposal is available for viewing in the City Secretary's office.

Citizen Summary:

The City's Bank depository contract expires December 31, 2016. The City sent out request for proposals (RFP) for banking services on November 10, 2016. This request for proposals represents the cash management goals, specifies required qualifications, banking services required, estimated activity volumes on all accounts, method and terms of compensation, submission instructions and contract award provisions. Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities.

Attachments/Supporting Documentation:

1. Staff Ranking
2. Selection Criteria Detail
3. Staff Evaluation Summary
4. Bank Depository Service Contract



City of Lucas Council Agenda Request December 15, 2016

Budget/Financial Impact:

NA

Recommendation:

After careful evaluation of the two proposals, banking experience with governmental entities, cost of service, safety, and attention to customer service led to our recommendation. Staff recommends entering into a bank depository service contract with American National Bank of Texas for a three year period commencing on December 27, 2016 through December 27, 2019 with the option to renew for two additional one year extensions under the same terms and conditions.

Motion:

I make a motion to approve/deny approving the Bank Depository Service Contract with American National Bank of Texas for a period of three years expiring December 27, 2019, with the option to renew for two additional one year terms under the same terms and conditions authorizing the City Manager to execute the contract.



STAFF RANKINGS OF RFP'S FOR BANKING SERVICE

SELECTION CRITERIA	Legacy Texas	American National Bank of Texas
Service Availability	18	30
Deposit Interest Rates	15	13
Cost of Services	14	24
Safety and Creditworthiness of Bank	17	30
TOTAL	77	97

CITY OF LUCAS
SELECTION CRITERIA DETAIL
REQUEST FOR PROPOSAL FOR BANKING SERVICES 11-29-16

SELECTION CRITERIA	LEGACY TEXAS	SCORE	AMERICAN NATIONAL BANK	SCORE
SERVICE AVAILABILITY (30%)				
Automated Daily Balance Reporting (2%)	Yes 24/7 through Netteller Cash Management	2	Yes 24/7 through Netteller Cash Management	2
Reporting and Account Analysis within 10 business days (3%)	10 business days	1	1-2 business days	3
Account executive/trained and biography (15%)	38 years specialize in lending/3 various banks	7	Over 38 years /specialize in public funds - 32 yrs. ANB TX	15
Daylight overdraft provision (2%)	1 business day/up to \$1 million/ Prime + 2 % interest charge	1	Allowed subject to bank credit policy/ no charge	2
Direct Deposit requirements and deadlines (2%)	Receive ACH file by 4 CTS one day prior to the effective date	2	Receive ACH file by 4:30 CTS twos day prior to the effective date	2
Wire transfer service (2%)	Online system using security token with digital code Dual Control with defined dollar limits	1	Online system using security token with digital code Dual Control with defined dollar limits/Verification call back wires >\$25,000	2
Standard deposit services/requirements availability schedule (immediate credit on all incoming wires/US Treasury checks) (3%)	Available immediately Offer Remote Deposit Capture, no charge	3	Available immediately Offer Remote Deposit Capture, no charge	3
Stop payment process (1%)	Online valid for 6 months	1	Online or phone valid for 6 months	1
TOTAL		18		30
DEPOSIT INTEREST RATES (15%)				
Mythology for setting rates (5%)	Money Market rates tied to Tex Pool plus a spread	5	ANB Public Fund Money Market Rate plus .15%	3
Premium Earnings Credit Rate on Non-Interest Bearing Accounts (5%)	0.25%	5	0.25%	5
Frequency of rate changes (5%)	Daily based on Tex Pool rate	5	Monthly	5
TOTAL		15		13
COST OF SERVICE (25%)				
Balance Required to waive fees (non-interest bearing)	\$5 to \$14 million DDA Account		\$3 million compensating balance account	
Cash management fee (5%)	\$50	2	No Charge	5
Account Maint per account (3%)	\$20	1	\$15 per TIN; not per acct	3
ACH Processing (Items/Batches) (3%)	\$0.17	1	\$0.12	3
Chargebacks/Reclears (2%)	\$10	1	\$6.39	2
Branch deposits/credits (2%)	\$0.50	1	\$0.35/\$0.12 (electronic)	2
Debit items posted (2%)	\$0.17	1	\$0.15/\$0.12 (electronic)	2
Stop pays (2%)	\$20.00	2	\$32.97	1
Remote capture (2%)	\$50	2	\$50	2
Outgoing wires (2%)	\$10	2	\$10	2
Incoming wires (2%)	\$11	1	\$10	2
TOTAL		14		24
SAFETY AND CREDITWORTHINESS OF BANK (30%)				
Investment of idle funds and safekeeping of city securities-delivery versus payment basis(DVP) (9%)	Comply with this request	9	Comply with this request	9
Collateralization of Deposits (9%)	Monitored Daily - 105%	9	Monitored Daily - 105%	9
Audit Report (1%)	LEGACYTEXAS FINANCIAL GROUP, INC	1	WhitleyPenn LLP	1
Current Call Report/Recent Foreseen Merger or Acquisition (2%)	No recent foreseen mergers or acquisitions	2	No recent foreseen mergers or acquisitions	2
Safekeeping Bank (9%)	Federal Home Loan Bank of Dallas	9	Federal Home Loan Bank of Dallas	9
TOTAL		30		30
GRAND TOTAL		77		97



Staff Evaluation Summary

City staff received proposals from American National Bank of Texas and Legacy Texas Bank. The proposals were evaluated based on service availability, deposit interest rates, cost of service, and safety and creditworthiness of the bank.

After evaluating both proposals, the decision was made to recommend awarding the banking contract to American National Bank of Texas in Allen, Texas.

The highlights that contributed to our decision were as follows:

Service Availability:

- Account Executive has more than 38 years of experience. Over 32 years working with public fund customers in the Allen, Texas market. One of the oldest community banks and has been working with the public sector for over 50 years.
- Bank branch close by with a live person to speak to and an attentive customer service team that can be reached by a local telephone number.
- Late cut-off times (4:30 pm) for incoming/outgoing wires, and ACH files
- Online service 24 hours a day with immediate access to account information

Deposit Interest Rates:

- Interest rate equal to the current ANBTX Public Fund Money Market Rate plus .15% (currently .20%) for balances in excess of \$3 million.

Cost of Service:

- Free of charge for all banking services with an average \$3 million compensating balance.

Safety and Creditworthiness of bank:

- Accounts are reconciled for fraud prevention and checked daily.
- Pledged securities of 105% less the amount of FDIC coverage



Staff Evaluation Summary

- Balances are verified daily and compared to pledged securities market value to insure adequate pledge dollars.
- Securities are held in safekeeping at the Federal Home Loan Bank of Dallas
- Currently provides service to 70 school districts, cities, and counties and manages over \$260 million in public deposits.

The other bank that we received a proposal from was Legacy Texas. Some of the key factors that were concerns for us were as follows:

Service Availability:

- Very little information was provided to the years of public sector experience that the staff that would support the account had. Account Executive had 38 years banking experience specializing in lending with three different banks.
- The cutoff times were a little shorter than ANB of Texas (4:00 pm).

Costs of Services:

- Service fees were higher for ACH processing, chargebacks, cash management fee, account maintenance fee, and branch credits and debits.
- Compensating balance requirement ranged from \$5 to \$14 million on non-interest bearing account.

STATE OF TEXAS

§

BANK DEPOSITORY AGREEMENT

§

COUNTY OF COLLIN

§

This Bank Depository Agreement (the "Agreement") is made by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas (the "City"), and American National Bank of Texas (the "Bank") a bank chartered in the State of Texas, (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City advertised and received bids for a depository contract pursuant to and in accordance with Chapter 105 of the Texas Local Government Code, as amended; and

WHEREAS, the City received responses from banks designed to be designated as the City's depository; and

WHEREAS, the City Council did find and conclude the Bank offered a proposal containing the most favorable terms and conditions for the handling of the City's deposited funds and designated the Bank as the City's depository bank;

NOW THEREFORE, the City will use the Bank's facilities and services in accordance with the following terms and conditions set out herein.

**Article I
Designation as Depository**

1.1 Term. The City, through action of the City Council, hereby designates the Bank as its depository for banking services for a three-year period commencing December 27, 2016 ("Effective Date"), through December 27, 2019 ("Initial Term").

1.2 The City shall have the right and option to renew this Agreement for two (2) additional one (1) year periods (each such one-year period after the Initial Term being an "Additional Term") under the same terms and conditions as provided herein by giving written notice to the Bank of the City's election to so extend the term hereof prior to the expiration of the Initial Term or Additional Term.

**Article II
Contract Documents**

2.1 Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence. These documents shall be referred to collectively as "Contract Documents."

- (a) This Agreement;

- (b) The City's 2016 Request for Proposal for Banking Services (Exhibit "A"); and
- (c) The Bank's Response to the City's Proposal (Exhibit "B").

Article III Scope of Services

3.1 The Bank agrees to provide those services as described in Exhibits "A" and "B" attached hereto.

3.2 The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall, upon presentation, pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property and things of value as held as depository.

3.3 The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

3.4 The Bank shall, on a semi-annual basis, analyze the City's use of banking services and make recommendations to the City that will maximize financial return and decrease the City's overall cost of banking services.

Article IV Collateral

4.1 The City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation (FDIC) insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 105% of the total of those funds, Custodian shall provide a monthly report of the collateral directly to the Authority.

4.2 Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with the prior written consent of the Bank, to substitute or replace any or all of the pledged securities with collateral acceptable to the Bank. All investments shall meet the requirements set forth in Chapter 2256, Texas Public Funds Investment Act, Texas Government Code.

Article V
Financial Position

The Bank shall provide a statement of its financial position on at least a quarterly basis. The Bank shall provide an annual statement audited by its independent auditors including a letter as to its “fair representation”.

Article VI
Authorized Authority Representatives

For the term of this Agreement, the City and Bank designate the individuals listed in Exhibit “C” as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of the agreements and transfer of funds. Any change in these representatives shall be made in writing.

Article VII
Bank Compensation

The Bank shall be compensated for any and all services rendered to the City under this Agreement on a Cost Per Service Unit or monthly charge basis as set forth in the service charges listed on Exhibit “B.” The Bank agrees to offset monthly service fees against its customary earnings credit for balances in City’s non-interest bearing accounts. Net insufficiencies in earnings credits shall be charged on an annual basis.

Article VIII
Default

8.1 The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled “bankrupt”, “insolvent” or “failed” by a federal or state banking regulator, or if a receiver is appointed for the Bank.

8.2 In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Article IX
Miscellaneous

9.1 Governing Law. This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in Collin County, Texas. The Parties agree to submit to the jurisdiction of said court.

9.2 Review. There shall be a review of the services of the Bank every six (6) months to evaluate the work relationship between the City and the Bank. The objective of the review shall be to address any problems and to discuss the procedures involved in protecting the City's funds and pledged collateral.

9.3 Notice. The Bank shall use its best efforts to notify the Authority in writing within ten (10) days of any changes in federal or state regulations or laws that would thereafter materially affect the Bank Depository Agreement. The Bank shall also notify the Authority of any services that become available to the Authority throughout the Agreement. Any notice required to be given by any term of this Agreement or otherwise may be given as follows:

If intended for City:

Attn: City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002-7651
Phone: (972) 727-8999

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard Street
Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Bank:

Attn: Colleen Biggerstaff
Banking Center Manager
American National Bank of Texas
720 S. Greenville Avenue
Allen, Texas 75002
(972) 727-5785

9.4 Non-Assignability. This Agreement is not assignable in whole or part but is binding on the Parties, their successors and assigns.

9.5 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either Party, without cause and without liability (except for continuing obligations during such period), upon ninety (90) days advance written notice to the other Party. The Bank shall provide an extension period not to exceed ninety (90) days for the transition to a new depository bank.

9.6 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; and such invalid, illegal, unconstitutional or unenforceable section, subsection, paragraph, sentence, phrase or word shall be substituted by a section, subsection, paragraph, sentence, phrase or word as near in substance thereto as may be valid, legal, constitutional and enforceable.

9.7 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 written agreement of the Parties to be attached to and made a part of this Agreement.

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

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

9.10 Amendments. This Agreement may be amended by the mutual agreement of the Parties to it in writing and attach to and incorporate it in this Agreement.

9.11 Authorization. By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement and that this Agreement has been authorized by the governing party of the respective Party.

9.12 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.

(signature page to follow)

EXECUTED this _____ day of _____, 2016.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr.
(12-7-2016/82096)

EXECUTED this _____ day of _____, 2016.

American National Bank of Texas

By: _____
Name: _____
Title: _____

EXHIBIT “A”
City of Lucas 2016 Request for Proposal
Bank Depository Services

EXHIBIT “B”
American National Bank of Texas’ Response
to City of Lucas Request for Proposal
Bank Depository Agreement

EXHIBIT “C”
Authorized Representatives

The following individuals shall be the Authorized Representative(s) of the City of Lucas empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitution in the joint safekeeping account as well as authorized to represent and act for the Authority in any and all matters including execution of the agreements and transfer of funds:

Liz Exum	City Finance Director
Debbie Fisher	City Councilmember
Joni Clarke	City Manager
Jim Olk	Mayor
Kathleen Peele	Mayor Pro Tem



City of Lucas Council Agenda Request December 15, 2016

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Discuss and give direction to the City Manager regarding 1) proceeding with a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$91,130 for the design of the W. Lucas Road/Stinson Road Intersection Project and 2) amend the FY 16-17 Budget Road Capacity Improvements account (21-8210-491-123) for funding of the Winningkoff Reverse Curve Construction Project.

Background Information:

After several accidents and complaints from motorists, an initial request was made for \$840,000 (Road Capacity Improvements 21-8210-491-123) in FY 16-17 budget for improvements to the following:

- 1) W. Lucas Road/Stinson Road Intersection
- 2) Estates Parkway/Rock Ridge Road Intersection

W. Lucas Road/Stinson Road intersection has risen in importance during the past two years. Three roadway closing accidents and numerous complaints from residence using the intersection have raised concerns regarding the functionality of this intersection. Several larger vehicles have fallen into the drainage ditches trying to make right turns. School busses and trucks with stock/equipment trailers are unable to negotiate the turn given the narrowness of Stinson Road, the lack of sufficient radii, and stacking traffic.

Multiple projects were planned to be funded out of the \$2,000,000 Certificate of Obligation, the current states of those funds have been applied in the following way:

Revenue from CO:

2015 Certificate of Obligation Funding	\$2,000,000
2015 Certificate of Obligation Interest	<u>\$10,399</u>
Total 2015 Certificate of Obligation Funding	\$2,010,399

FY 15-16 Expenditures:

• Snider Floodway Crossing Study	(\$46,500)
• Stinson Floodway Crossing Study	(\$20,550)
• Blondy Jhune Bridges Redesign	(\$63,100)
• Winningkoff Reverse Curve Design	(\$81,254)
• Blondy Jhune Bridge Design	(\$65,198)
• Blondy Jhune Bridge Construction	<u>(\$156,084)</u>
Subtotal:	(\$432,686)



City of Lucas Council Agenda Request December 15, 2016

Item No. 06

FY 16-17 Expenditures:

- Blondy Jhune Bridge Testing Materials (\$740)
- Misc. Tree cleanup (\$792)
- Winningkoff Reverse Curve Design (\$2,355)
- Blondy Jhune Bridge Construction (\$30,078)

Subtotal: (\$33,965)

Outstanding Encumbered Balances (FY 16-17):

- Blondy Jhune Bridge Testing Materials (\$12,910)
- Blondy Jhune Bridge Construction (\$1,373,619)
- Winningkoff Reverse Curve Design (\$68,581)

Subtotal: (\$1,455,111)

Total Revenue from CO	\$2,010,399
Less: FY 15-16 Expenditures	(432,686)
FY 16-17 Expenditures	(33,965)
Encumbered Balances	<u>(1,455,111)</u>
Remaining Funding Available	\$88,637

The Blondy Jhune Bridge contingency represents 20% of the construction cost and is held in reserve in case of unforeseen conflicts and issues, but it may not be used in its entirety. The contingency for this project is **unfunded**. Staff is anticipating encumbering approximately \$50,000 of the remaining funding available to fix the AT&T conflict at the east bridge leaving **\$38,637**.

The Road Capacity Improvements (21-8210-491-123) is funded by impact fees and is limited in how the funds can be used. Capacity projects such as adding lanes, widening a narrow roadway to two full lanes, and adding turn lanes are eligible to use impact fees. The W. Lucas Road/Stinson Road intersection is by definition a capacity project. The schematic contemplates providing a right and left turn lane for northbound Stinson Road, widening southbound Stinson Road and the radii at the intersection to accommodate east to south right turns, and adding a west to south left turn lane on W. Lucas Road.

Notes:

- Winningkoff Reverse Curve cost estimate is at a 60% level and includes a 15% contingency.
- W. Lucas Road/Stinson Road Intersection construction cost estimate is at the 1% level and includes a 15% contingency.
- Staff is recommending redesigning the Estates Parkway/Rock Ridge Road Intersection and coordinate with the larger TxDOT Angel Parkway (FM 2551) project to be let in 2018 or 2019 to potentially reduce cost.



City of Lucas Council Agenda Request December 15, 2016

Item No. 06

Attachments/Supporting Documentation:

1. Birkhoff engagement letter dated November 16, 2016 for W. Lucas Road/Stinson Road
2. Birkhoff engagement letter dated March 1, 2016 for Winningkoff Reverse Curve

Budget/Financial Impact:

The FY 16-17 budget for Road Capacity Improvements (21-8210-491-123) is \$840,000.

Staff is seeking City Council guidance on the following projects that are listed for consideration:

Estates Parkway/Rock Ridge Road Intersection	\$320,000
Winningkoff Reverse Curve Construction (Birkhoff)	\$802,600
W. Lucas Road/Stinson Road Intersection Construction (Birkhoff)	<u>\$376,175</u>
Total:	\$1,498,775

Note: There is an estimated \$400,000 in impact fee reserves to help fund qualifying projects.

Recommendation:

N/A

Motion:

I move to:

- 1) Direct the City Manager to proceed with a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$91,130 in Road Capacity Improvements funds (21-8210-491-123) for the design of the W. Lucas Road/Stinson Road Intersection design.
- 2) Amend the FY 16-17 Road Capacity Improvements account (21-8210-491-123) by appropriating funds from _____ to fund the Winningkoff Reverse Curve Construction.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W BIRKHOFF, P.E.
GARY C HENDRICKS, P.E.
JOE R CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

November 16, 2016

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

Re: Stinson Road and Lucas Road (FM 1378) Paving & Drainage Improvements Project
Professional Engineering Services Agreement

Dear Mr. Foerster:

As you requested, please find enclosed two (2) signed originals of our professional engineering services agreement for work associated with the City of Lucas's Stinson Road and Lucas Road (FM 1378) Paving & Drainage Improvements Project. Generally the project consists of pavement reconstruction and drainage improvements on Stinson Road at the intersection with Lucas Road.

Our opinion of probable construction cost for this project is in the range of \$367,000. A copy of our itemized opinion of cost is enclosed for your records. A line item has been included for land rights acquisition from two parcels, however the amount required is unknown at this time. Based on our opinion of cost and this engineering fee proposal, our recommended total project budget is as follows:

Opinion of Construction Cost (Includes 15% Contingency):	\$367,000
Land Rights Acquisitions (from 2 parcels):	UNKNOWN
Professional Engineering Fees (Basic & Additional Services):	\$91,130
Materials Testing & Quality Control (by others):	\$9,175
Total Project Budget (without Easement acquisition):	\$467,305

Thank you for the opportunity to submit this proposal. If this agreement meets with your approval, please sign and return one fully executed original to our office. We look forward to working with you and the City of Lucas on this important project and are available to discuss this proposal further at your convenience.

Sincerely,



Joseph T. Grajewski, P.E.

Enclosures

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm 526

Project No. _____

Client: CITY OF LUCAS, TEXAS

Date: 14-Nov-16

Project: Stinson Road & FM 1378 Improvements

By: JTG

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
101	Unclassified Excavation	200	C.Y.	\$ 15.00	\$ 3,000.00
102	Place Imported Fill	1,650	C.Y.	\$ 25.00	\$ 41,250.00
103	Full Depth Sawcut	1,200	L.F.	\$ 3.00	\$ 3,600.00
104	Remove & Dispose of Asphalt Pavement	265	S.Y.	\$ 15.00	\$ 3,975.00
105	Furnish & Install Type 'D' HMAC Pavement	635	Tons	\$ 110.00	\$ 69,850.00
106	Furnish & Install Type 'B' HMAC Binder Course	360	Tons	\$ 90.00	\$ 32,400.00
107	Construct 8" Lime Treated Subgrade	1,750	S.Y.	\$ 10.00	\$ 17,500.00
108	Furnish Hydrated Lime	50	Tons	\$ 175.00	\$ 8,750.00
109	Furnish, Install & Maintain Solid Block Sod	2,500	S.Y.	\$ 6.00	\$ 15,000.00
110	Remove & Dispose of Existing Culvert	1	L.S.	\$ 10,000.00	\$ 10,000.00
111	Furnish & Install 24" Reinforced Concrete Pipe Culvert	120	L.F.	\$ 100.00	\$ 12,000.00
112	Furnish & Install 36" Reinforced Concrete Pipe Culvert	0	L.F.	\$ 125.00	\$ -
113	Furnish & Install 42" Reinforced Concrete Pipe Culvert	60	L.F.	\$ 150.00	\$ 9,000.00
114	Furnish & Install Safety End Treatment (SETP-PD)	8	Ea.	\$ 4,000.00	\$ 32,000.00
115	Furnish & Install Permanent Lane Marking & Striping	1	L.S.	\$ 10,000.00	\$ 10,000.00
116	Relocate Existing Fire Hydrants and Valves	1	L.S.	\$ 10,000.00	\$ 10,000.00
117	Furnish, Install, Maintain & Remove Erosion Control Devices	1	L.S.	\$ 10,000.00	\$ 10,000.00
118	Furnish Storm Water Pollution Prevention Plan (SW3P)	1	L.S.	\$ 5,000.00	\$ 5,000.00
119	Furnish, Install, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 25,000.00	\$ 25,000.00
	Subtotal:				\$ 318,325.00
	Contingencies and Miscellaneous Items:	15%			\$ 47,700.00
	Construction Subtotal:				\$ 367,000.00

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPE Firm 526

Project No. _____

Client: CITY OF LUCAS, TEXAS

Date: 14-Nov-16

Project: Stinson Road & FM 1378 Improvements

By: JTG

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
	Surveying, Geotechnical, Engineering, Easement Plats, Bidding & Construction Contract Administration:	24.8%			\$ 91,130.00
	Land Rights Acquisition (ROW from 2 Parcels)	UNKNOWN			
	Material Testing & Quality Control:	2.5%			\$ 9,175.00
	Total:				\$ 467,305.00
	TOTAL PROJECT COST:				\$ 468,000.00

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Birkhoff, Hendricks & Carter, L.L.P., a Professional Engineering Firm (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires in connection with the Stinson Road and Lucas Road (F.M. 1378) Paving and Drainage Improvements Project (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City on 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 are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as 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 the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. 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 Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in Exhibit “A”, Scope of Services.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in Exhibit "D", if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit "A".

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "B".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "C" (the "Compensation Schedule"). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be

made after satisfactory completion of the services following the City acceptance of the design, and the submittal of “AS BUILT” drawings”, or record drawings as applicable.

4.2 Unless otherwise provided in Exhibit “C” the 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, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in Exhibits “A” or “C”. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 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.

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

6.3 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.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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 affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the 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 the 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.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 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: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002
Telephone: 972-727-8999

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Telephone: 214.965.9900

If intended for Professional:

Attn: Joseph T. Grajewski, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Ste. #600
Dallas, Texas 75243
Telephone: 214-361-7900

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) 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 with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except

for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 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.

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

Exhibit "A" – Scope of Services

Exhibit "B" – Project Schedule

Exhibit "C" – Compensation Schedule

Exhibit "D" – Information to be provided to professional

Exhibit "E" – Project Location Map

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

City of Lucas, Texas

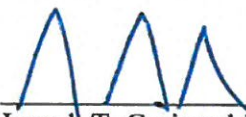
By: _____
Joni Clarke
City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-20-15/69878)

EXECUTED this 14th day of November, 2016.

(Professional)

By: 
Name: Joseph T. Grajewski, P.E.
Title: Partner
Birkhoff, Hendricks & Carter, L.L.P.
TBPE Firm No. 526
TBPLS Firm No. 10031800

**Exhibit “A”
Scope of Services**

STINSON ROAD AND LUCAS ROAD (FM 1378) PAVING & DRAINAGE IMPROVEMENTS PROJECT

General Project Scope:

This project includes paving and drainage improvements to Stinson Road at Lucas Road (F.M. 1378) and adds a left turn lane on Lucas Road. Exhibit “E” contains a project location map.

Stinson Road will be widened to accommodate two northbound lanes at the intersection with Lucas Road; one lane for traffic turning westbound (left) and one lane for traffic turning eastbound (right). The third lane on Stinson will be for southbound traffic. The existing culvert underneath Stinson Road parallel to Lucas Road will be removed and replaced with a culvert which adequately conveys the TxDOT 25-year storm event.

Lucas Road will be widened to accommodate a left turn lane at Stinson Road.

Part I: Final Design Phase

- A. Coordinate Dig-Tess to locate utility lines along the project.
- B. Perform field surveys along roadway corridor tying pavement edges, existing driveways, utility appurtenances, property monuments (if found), trees and other topographic items. Horizontal and vertical control will be set on-site for use by construction contractor at time of design survey.
- C. Create property base map based on property information obtained through the Central Appraisal District. Property base map will be best fit based on property monument located during field surveys.
- D. Prepare construction plan and profile sheets for the horizontal and vertical layout of the roadway reconstruction including drainage improvements. Cross sections and driveway profiles will be included in the plans.
- E. Delineate the drainage basins and calculate the TxDOT 25-year storm water flow rates. Analyze existing drainage infrastructure and include improvements required in the opinions of cost.
- F. Prepare culvert plan and profile sheets
- G. Prepare a removal & relocation plan
- H. Prepare pavement striping & signage plan
- I. Prepare Erosion Control Plan

- J. Prepare Standard & Special Details
- K. Prepare Cover Sheet, Location Map and Sheet Index
- L. Submit construction plans to TxDOT for review and make revisions based on comments received.
- M. Submit construction plans to franchise utility companies and incorporate comments received.
- N. Complete quantity take-off and prepare Opinion of Probable Construction Cost
- O. Preparation of Proposal and Bid Schedule, Contract Documents and Specifications.
- P. Submit three (3) copies of the Preliminary Bidding document book and Preliminary Plans on 11-inch x 17-inch sheets for review by the City.
- Q. Revise plans based on City comments and respond to each comment not incorporated in revised plans or bidding book.
- R. Submit three (3) sets of Final Specifications and Bidding Documents and Final Plans on 11-inch x 17-inch sheets.

Part II: Bidding Phase

- A. Assist the City staff in advertising for bids. This will include consultant e-mailing “Notice to Contractors” to contractors experienced in this type of construction. Engineer to provide City with Notice to Contractors to publish in the local newspaper.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Respond to plan holder questions as necessary.
- D. Prepare and issue bidding document addenda as required.
- E. Attend project bid opening.
- F. Provide bid tabulation to City and contractors who submitted bids.
- G. Obtain experience record and references from lowest bidder. Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of construction contract.
- H. Facilitate execution of five (5) sets of the contract documents

- I. Provide City with three (3) copies of the Final Plans on 11-inch x 17-inch plan sheets and three (3) copies of the Proposal, Bid Schedule and Specifications on 8.5-inch x 11-inch sheets.

Part III: Construction Phase

- A. Assist City in obtaining services for construction materials testing.
- B. Conduct a Pre-Construction Conference including the preparation of an agenda.
- C. Review shop drawings and other submittal information which the contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- D. Provide responses to requests for information or clarification to City or Contractor.
- E. Prepare monthly pay requests based on submittal by contractor of work completed each month. Coordinate with City inspector to confirm quantities of work submitted by contractor.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- G. Review Construction Materials Testing lab reports prepared by testing lab for general conformance with the construction plans and specifications.
- H. Accompany the City during final inspection of the project.
- I. Prepare record drawings utilizing information from the City's on-site representative and the Contractor.

Part IV: Additional Services

- A. Design, Property and Construction Surveys

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional

Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

- B. Preparation of Plat and Field Note Descriptions for expected easement acquisitions required for the project. Two (2) easement plats and descriptions are included for the purpose of establishing a budget for this phase of work.
- C. Geotechnical Evaluation & Report
- D. Plotting & Reproduction

Part V: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Providing an on-site representative
- B. Hydrologic or Hydraulic modeling
- C. Environmental impact statements or assessments
- D. Fees for permits or advertising
- E. Certification that work is in accordance with plans and specifications
- F. Environmental cleanup
- G. Trench safety designs
- H. Traffic engineering report or study
- I. Quality control and testing services
- J. Phasing of Contractor's work
- K. On-site safety precautions, programs and responsibility
- L. Fiduciary Responsibility to the City
- M. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- N. Title searches
- O. Preparation of the Contractor's Storm Water Prevention Pollution Plan (SW3P)
- P. Texas Accessibility Standards (TAS) submittals, coordination with the Texas Department of Licensing and Registration (TDLR) or Registered Accessibility Specialist (RAS) Inspection

Exhibit "B"
Project Schedule

STINSON ROAD AND LUCAS ROAD (FM 1378) PAVING & DRAINAGE IMPROVEMENTS PROJECT

Notice to Proceed & Permission to Survey	December 2, 2016
Complete Field Surveys	December 30, 2016
Review 30% Plans with the City	February 10, 2017
Submit 60% Plans to the City for Review	March 24, 2017
Receive 60% Review Comments from City	April 7, 2017
Submit 90% Plans to the City for Review	May 19, 2017
Receive 90% Review Comments from City	June 2, 2017
Complete Final Plans	June 23, 2017
*** Right-of-Way Acquisition by the City of Lucas ***	
Begin Advertising Project	Upon ROW Acquisition
Bid Opening	2 weeks later
Award Recommendation Letter	1.5 weeks after Bid Opening
Council Award Construction Contract	Next Council Meeting
Pre-Construction Conference & Issue Notice to Proceed	3 weeks after Council Mtg
Contract Time Begins	10 days after Pre-Con
Contract Time Ends (120 Calendar Days)	120 days later

Exhibit "C"
Compensation Schedule

STINSON ROAD AND LUCAS ROAD (FM 1378) PAVING & DRAINAGE IMPROVEMENTS PROJECT

Payment for the Scope of Services described under Exhibit "A" Parts I - IV shall be compensated on an hourly basis following the 2016 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. Each Part of the Scope of Services is summarized below with the following budget amounts:

Part I: Final Design Phase	\$55,850
Part II: Bidding Phase	\$4,785
Part III: Construction Phase	\$11,675
Part IV: Additional Services	
A. Design, Boundary and Construction Surveys	\$3,820
B. Preparation of Easement Plat & Field Notes (2 Parcels)	\$7,000
C. Geotechnical Evaluation & Report	\$7,500
D. Plotting & Reproduction	\$500

A maximum fee of \$91,130 for time, expenses and mileage shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis based on the actual hourly expenditures.

2016 Birkhoff, Hendricks & Carter, L.L.P. Fee Schedule

Staff Member	Hourly Rate
Project Manager	\$215.00
Design Engineer	\$158.00
Engineer-in-Training	\$125.00
CAD Technician	\$155.00
Word Processor	\$117.00
Survey Crew	\$155.00
RPLS	\$230.00

Exhibit "D"
Information to be provided to professional

STINSON ROAD AND LUCAS ROAD (FM 1378) PAVING & DRAINAGE IMPROVEMENTS PROJECT

1. Water System Maps
2. Construction Record Drawings for public utilities in project area
3. Permission to survey on private property along project route
4. Title Searches, as required

Exhibit "E"
Project Location Map

STINSON ROAD AND LUCAS ROAD (FM 1378) PAVING & DRAINAGE IMPROVEMENTS PROJECT





BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
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JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

March 1, 2016

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

Re: Winningkoff Road Reverse Curve Paving & Drainage Improvements Project
Professional Engineering Services Agreement

Dear Mr. Foerster:

As you requested, please find enclosed two (2) signed originals of our professional engineering services agreement for work associated with the City of Lucas's Winningkoff Road Reverse Curve Paving & Drainage Improvements Project. Generally the project consists of pavement reconstruction and drainage improvements through the reverse curve in Winningkoff Road.

Our opinion of probable construction cost for this project is in the range of \$783,000. A copy of our itemized opinion of cost is enclosed for your records. A line item has been included for land rights acquisition for right-of-way from six parcels, however the amount of right-of-way required is unknown at this time. Based on our opinion of cost and this engineering fee proposal, our recommended total project budget is as follows:

Opinion of Construction Cost (Includes 15% Contingency):	\$783,000
Land Rights Acquisitions (from 6 parcels):	UNKNOWN
Professional Engineering Fees (Basic & Additional Services):	\$139,400
Materials Testing & Quality Control (by others):	\$19,600
Total Project Budget (without ROW acquisition):	\$950,000

Thank you for the opportunity to submit this proposal. If this agreement meets with your approval, please sign and return one fully executed original to our office. We look forward to working with you and the City of Lucas on this important project and are available to discuss this proposal further at your convenience.

Sincerely,

Joseph T. Grajewski, P.E.

Enclosures

Client: City of Lucas

Date: 26-Feb-16

Project: Winningkoff Road Reverse Curve

Paving & Drainage Improvements

By: JTG

ENGINEER'S OPINION OF PROBABLE COST

Item No.	Description	Quantity	Unit	Price	Amount
101	Right-of-Way Preparation (Including Insurance, Bonds & Mobilization)	12.5	Sta.	\$ 5,000.00	\$ 62,500.00
102	Remove Existing 4-inch Asphalt Pavement	2,800	S.Y.	\$ 8.00	\$ 22,400.00
103	Unclassified Roadway Excavation	800	C.Y.	\$ 20.00	\$ 16,000.00
104	Place Imported Fill	500	C.Y.	\$ 20.00	\$ 10,000.00
105	Furnish & Install 6-inch 4000 psi Reinforced Concrete Pavement	3,260	S.Y.	\$ 60.00	\$ 195,600.00
106	Prepare 6-inch Lime Treated Subgrade (6% Lime)	3,530	S.Y.	\$ 10.00	\$ 35,300.00
107	Furnish Hydrated Lime (27 lb/SY)	48	Tons	\$ 180.00	\$ 8,640.00
108	Furnish & Install 9-Inch Reinforced Concrete Barrier Curb	300	L.F.	\$ 50.00	\$ 15,000.00
109	Furnish & Install Asphalt Pavement (Transitions)	100	Tons	\$ 250.00	\$ 25,000.00
110	Furnish & Install 6-inch 3600 psi Driveways	250	S.Y.	\$ 60.00	\$ 15,000.00
111	Remove & Replace 18-Inch Driveway Culverts	100	L.F.	\$ 60.00	\$ 6,000.00
112	Furnish & Install 18-Inch Safety End Treatments	6	Ea.	\$ 1,500.00	\$ 9,000.00
113	Remove & Replace 30-Inch Reinforced Concrete Pipe	100	L.F.	\$ 85.00	\$ 8,500.00
114	Furnish & Install 30-Inch Flared Wingwall & Headwall (TxDOT Type CH-FW-0)	2	Ea.	\$ 3,500.00	\$ 7,000.00
115	Furnish & Install Reinforced Concrete Box Culvert (2 Boxes, 35 LF each)	70	L.F.	\$ 750.00	\$ 52,500.00
116	Furnish & Install Concrete Headwall (TxDOT Type PW-1)	2	Ea.	\$ 14,000.00	\$ 28,000.00
117	Connect to Drainage Outfall Structure (at 820 Winningkoff Road)	1	L.S.	\$ 10,000.00	\$ 10,000.00
118	Furnish & Install Grouted Concrete Rip-Rap	50	S.Y.	\$ 125.00	\$ 6,250.00
119	Remove & Replace Pipe Rail Fence	750	L.F.	\$ 50.00	\$ 37,500.00
120	Remove & Replace Wooden Fence with Stone Columns	500	L.F.	\$ 100.00	\$ 50,000.00

Client: City of Lucas

Date: 26-Feb-16

Project: Winningkoff Road Reverse Curve

Paving & Drainage Improvements

By: JTG

ENGINEER'S OPINION OF PROBABLE COST

Item No.	Description	Quantity	Unit	Price	Amount
121	Furnish & Install Double 4-Inch Yellow Lane Striping	1,250	L.F.	\$ 2.00	\$ 2,500.00
122	Furnish & Install 4-Inch White Lane Striping	2,500	L.F.	\$ 1.00	\$ 2,500.00
123	Furnish & Install Roadway Signage	1	L.S.	\$ 5,000.00	\$ 5,000.00
124	Relocate Existing Mailbox	6	Ea.	\$ 250.00	\$ 1,500.00
125	Furnish, Install & Maintain Solid Block Sod	2,800	S.Y.	\$ 5.00	\$ 14,000.00
126	Furnish, Install, Maintain & Remove Erosion Control Devices	1	L.S.	\$ 10,000.00	\$ 10,000.00
127	Furnish Storm Water Pollution Prevention Plan (SW3P)	1	L.S.	\$ 5,000.00	\$ 5,000.00
128	Furnish, Install, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 20,000.00	\$ 20,000.00
	Subtotal:				\$ 680,690.00
	Contingencies and Miscellaneous Items	15%			\$ 102,103.50
	Construction Subtotal:				\$ 783,000.00
	Surveying, Engineering, Right-of-Way Plats, Bidding & Construction Contract Administration	17.8%			\$ 139,400.00
	Land Rights Acquisitions (ROW from 6 Parcels)			UNKNOWN	
	Materials Testing & Quality Control	2.5%			\$ 19,600.00
	Total Project Budget:				\$ 950,000.00
	Total Project Cost per Linear Foot				\$ 760.00

STATE OF TEXAS §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Birkhoff, Hendricks & Carter, L.L.P., a Professional Engineering Firm (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires in connection with the Winningkoff Road Reverse Curve Paving and Drainage Improvements Project (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City on 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 are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as 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 the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. 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 Service

2.1 The Professional shall perform the services in connection with the Project as set forth in Exhibit “A”, Scope of Services.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in Exhibit “D”, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional’s instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City’s Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City’s consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a “.dwg” format and a scanned 24” x 36” black & white “Tiff” images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit “A”.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit “B”.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit “C” (the “Compensation Schedule”). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional’s monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional’s employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be

made after satisfactory completion of the services following the City acceptance of the design, and the submittal of “AS BUILT” drawings”, or record drawings as applicable.

4.2 Unless otherwise provided in Exhibit “C” the 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, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in Exhibits “A” or “C”. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 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.

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

6.3 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.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 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 affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional in satisfying the conditions of this Agreement, is acting independently, and that the 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 the 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.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 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: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002
Telephone: 972-727-8999

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Telephone: 214.965.9900

If intended for Professional:

Attn: Joseph T. Grajewski, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Ste. #600
Dallas, Texas 75243
Telephone: 214-361-7900

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) 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 with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except

for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 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.

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

Exhibit “A” – Scope of Services

Exhibit “B” – Project Schedule

Exhibit “C” – Compensation Schedule

Exhibit “D” – Information to be provided to professional

Exhibit “E” – Project Location Map

Exhibit “F” – Typical Section

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

City of Lucas, Texas

By: _____
Joni Clarke
City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-20-15/69878)

EXECUTED this 1st day of March, 2016.

(Professional)

By: 
Name: Joseph T. Grajewski, P.E.
Title: Partner

Exhibit “A” Scope of Services

WINNINGKOFF ROAD REVERSE CURVE PAVING & DRAINAGE IMPROVEMENTS PROJECT

General Project Scope:

This project includes paving and drainage improvements through the reverse curve in Winninkoff Road. Exhibit “E” contains a project location map. The existing pavement through each of the 90-degree turns will be reconstructed with reinforced concrete at a width to accommodate school buses passing each other through the turns. During the preliminary engineering phase, AutoTURN simulations will be run through the reverse curve using a 36-ft long school bus as the design vehicle. We will prepare a schematic exhibit illustrating the limits of reconstruction. Exhibit “F” contains a typical section for the roadway from the Winninkoff Road Pavement Section Recommendations Report dated January 14, 2016.

The final design phase will begin with our field crews performing ground surveys to tie the existing road and driveways, drainage features, inlets, utilities and other topographic items. We will then begin the preparation of construction plans, specifications, bidding and contract documents for the roadway reconstruction. The existing drainage basins will be delineated and drainage calculations will be calculated for the 100-year storm event. Drainage improvements will be recommended if the existing infrastructure is under capacity.

Part I: Preliminary Engineering

- A. Utilize aerial image to approximate existing horizontal alignment of the roadway.
- B. Run AutoTURN simulations with a 36-ft school bus as the design vehicle.
- C. Prepare schematic exhibit illustrating the proposed paving geometry.
- D. Prepare updated Opinion of Probable Project Cost

Part II: Final Design Phase

- A. Coordinate Dig-Tess to locate utility lines along the project.
- B. Perform field surveys along roadway corridor tying pavement edges, existing driveways, utility appurtenances, property monuments (if found), trees and other topographic items. Horizontal and vertical control will be set on-site for use by construction contractor at time of design survey.

- C. Create property base map based on property information obtained through the Central Appraisal District. Property base map will be best fit based on property monument located during field surveys.
- D. Prepare construction plan and profile sheets for the horizontal and vertical layout of the roadway reconstruction including any drainage improvements. Cross sections and driveway profiles will be included in the plans.
- E. Delineate the drainage basins and calculate the 100-year storm water flow rates. Analyze existing drainage infrastructure and include improvements required in the opinions of cost.
- F. Prepare culvert plan and profile sheets
- G. Prepare a removal & relocation plan
- H. Prepare Erosion Control Plan
- I. Prepare Standard & Special Details
- J. Prepare Cover Sheet, Location Map and Sheet Index
- K. Submit construction plans to franchise utility companies and incorporate comments received.
- L. Complete quantity take-off and prepare Opinion of Probable Construction Cost
- M. Preparation of Proposal and Bid Schedule, Contract Documents and Specifications.
- N. Submit three (3) copies of the Preliminary Bidding document book and Preliminary Plans on 11-inch x 17-inch sheets for review by the City.
- O. Revise plans based on City comments and respond to each comment not incorporated in revised plans or bidding book.
- P. Submit three (3) sets of Final Specifications and Bidding Documents and Final Plans on 11-inch x 17-inch sheets.

Part III: Bidding Phase

- A. Assist the City staff in advertising for bids. This will include consultant e-mailing “Notice to Contractors” to contractors experienced in this type of construction. Engineer to provide City with Notice to Contractors to publish in the local newspaper.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Respond to plan holder questions as necessary.

- D. Prepare and issue bidding document addenda as required.
- E. Attend project bid opening.
- F. Provide bid tabulation to City and contractors who submitted bids.
- G. Obtain experience record and references from lowest bidder. Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of construction contract.
- H. Facilitate execution of five (5) sets of the contract documents
- I. Provide City with three (3) copies of the Final Plans on 11-inch x 17-inch plan sheets and three (3) copies of the Proposal, Bid Schedule and Specifications on 8.5-inch x 11-inch sheets.

Part IV: Construction Phase

- A. Assist City in obtaining services for construction materials testing.
- B. Conduct a Pre-Construction Conference including the preparation of an agenda.
- C. Review shop drawings and other submittal information which the contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- D. Provide responses to requests for information or clarification to City or Contractor.
- E. Prepare monthly pay requests based on submittal by contractor of work completed each month. Coordinate with City inspector to confirm quantities of work submitted by contractor.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- G. Review Construction Materials Testing lab reports prepared by testing lab for general conformance with the construction plans and specifications.
- H. Accompany the City during final inspection of the project.
- I. Prepare record drawings utilizing information from the City's on-site representative and the Contractor.

Part V: Additional Services

- A. Design, Property and Construction Surveys
- B. Preparation of Plat and Field Note Descriptions for expected right-of-way acquisitions required for the project. Six (6) right-of-way descriptions are included for the purpose of establishing a budget for this phase of work.
- C. Plotting & Reproduction

Part VI: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Providing an on-site representative
- B. Hydrologic or Hydraulic modeling
- C. Environmental impact statements or assessments
- D. Fees for permits or advertising
- E. Certification that work is in accordance with plans and specifications
- F. Environmental cleanup
- G. Trench safety designs
- H. Traffic engineering report or study
- I. Quality control and testing services
- J. Phasing of Contractor's work
- K. On-site safety precautions, programs and responsibility
- L. Consulting services by others not included in proposal
- M. Fiduciary Responsibility to the City
- N. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans)
- O. Title searches
- P. Preparation of the Contractor's Storm Water Prevention Pollution Plan (SW3P)
- Q. Texas Accessibility Standards (TAS) submittals, coordination with the Texas Department of Licensing and Registration (TDLR) or Registered Accessibility Specialist (RAS) Inspection

Exhibit "B"
Project Schedule

WINNINGKOFF ROAD REVERSE CURVE PAVING & DRAINAGE IMPROVEMENTS PROJECT

Notice to Proceed & Permission to Survey	March 18, 2016
Complete Field Surveys	April 15, 2016
Submit 60% Plans to the City for Review	May 27, 2016
Receive 60% Review Comments from City	June 10, 2016
Submit 90% Plans to the City for Review	July 8, 2016
Receive 90% Review Comments from City	July 22, 2016
Complete Final Plans	August 5, 2016

*** Right-of-Way Acquisition by the City of Lucas ***

Begin Advertising Project	Upon ROW Acquisition
Bid Opening	2 weeks later
Award Recommendation Letter	1.5 weeks after Bid Opening
Council Award Construction Contract	Next Council Meeting
Pre-Construction Conference & Issue Notice to Proceed	3 weeks after Council Mtg
Contract Time Begins	10 days after Pre-Con
Contract Time Ends (120 Calendar Days)	120 days later

**Exhibit “C”
Compensation Schedule**

WINNINGKOFF ROAD REVERSE CURVE PAVING & DRAINAGE IMPROVEMENTS PROJECT

Payment for the Scope of Services described under Exhibit “A” Parts I - V shall be compensated on an hourly basis following the 2016 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. Each Part of the Scope of Services is summarized below with the following budget amounts:

- Part I: Preliminary Engineering\$1,890
- Part II: Final Design Phase.....\$86,835
- Part III: Bidding Phase\$5,770
- Part IV: Construction Phase.....\$14,475
- Part V: Additional Services
 - A. Design, Boundary and Construction Surveys\$8,680
 - B. Preparation of Right-of-Way Plat & Field Notes (6 Parcels)\$21,000
 - C. Plotting & Reproduction\$750

A maximum fee of **\$139,400** for time, expenses and mileage shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis based on the actual hourly expenditures.

2016 Birkhoff, Hendricks & Carter, L.L.P. Fee Schedule

Staff Member	Hourly Rate
Project Manager	\$215.00
Design Engineer	\$158.00
Engineer-in-Training	\$125.00
CAD Technician	\$155.00
Word Processor	\$117.00
Survey Crew	\$155.00
RPLS	\$230.00

Exhibit “D”
Information to be provided to professional

WINNINGKOFF ROAD REVERSE CURVE PAVING & DRAINAGE IMPROVEMENTS PROJECT

1. Water System Maps
2. Wastewater System Maps
3. Construction Record Drawings for public utilities in project area
4. Permission to survey on private property along project route
5. Title Searches, as required

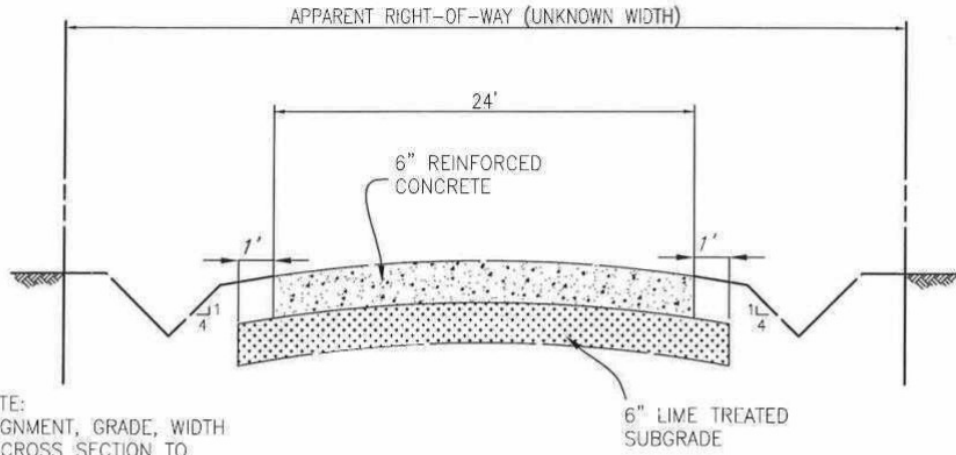
Exhibit "F" Typical Section

WINNINGKOFF ROAD REVERSE CURVE PAVING & DRAINAGE IMPROVEMENTS PROJECT

PLOTTED BY: AVERGRUYSE ON 11/20/2015

H:\Projects\Lucas\2015\149 Winninghoff Road\Sheets\Work Item A.BMC.dwg

REVISED: 11/20/15 - AVERGRUYSE



NOTE:
ALIGNMENT, GRADE, WIDTH
& CROSS SECTION TO
MATCH EXISTING PAVEMENT
SURFACE UNLESS
DIRECTED IN THE FIELD
BY THE OWNER

OPTION B – REINFORCED CONCRETE SECTION

(NO SCALE)

SCOPE OF WORK ITEM "B"

1. REMOVE EXISTING ASPHALT PAVEMENT. EXISTING ASPHALT IS 4-INCHES TO 6-INCHES IN DEPTH. EXCAVATE BENEATH THE EXISTING ROADWAY UP TO ANOTHER 2-INCHES FOR A TOTAL EXCAVATION CUT OF 6-INCHES FROM THE EXISTING ROADWAY SURFACE.
2. PREPARE 6-INCH LIME TREATED SUBGRADE IN ACCORDANCE WITH NCTCOG ITEM 301.2 USING A MINIMUM OF 6% HYDRATED LIME AND COMPACT TO A MINIMUM OF 95% STANDARD PROCTOR AT OPTIMUM MOISTURE TO OPTIMUM PLUS 2%.
3. FURNISH AND INSTALL 6-INCH CLASS 'P1' 4000 PSI CONCRETE REINFORCED WITH NO. 3 DEFORMED BARS ON 24-INCH CENTERS.

EXHIBIT B

CITY OF LUCAS, TEXAS

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS T&PE FIRM NO. 526
11910 GREENVILLE AVE., SUITE 600
DALLAS, TEXAS 75243 214-361-7900

WINNINGKOFF ROAD
TYPICAL SECTION – OPTION B

November
2015

Exhibit "E"
Project Location Map

WINNINGKOFF ROAD REVERSE CURVE PAVING & DRAINAGE IMPROVEMENTS PROJECT





City of Lucas Council Agenda Request December 15, 2016

Item No. 07

Requester: Mayor Jim Olk

Agenda Item:

Consider setting the agenda for the Transportation Town Hall meeting set for January 26, 2017 and provide guidance to staff regarding transportation survey questions and methodology.

Background Information:

In 2014, the City Council adopted a new Master Thoroughfare Plan. While the City of Lucas is responsible for managing the roadways within the city limits, there is a need for coordination and consideration regarding other governmental agencies: Texas Department of Transportation, Collin County, neighboring cities and towns, and development. All of these interests are changing and evolving.

In preparation for the upcoming town hall meeting, the City Council is reviewing and compiling questions to be considered as part of the transportation survey regarding future transportation needs and planning directions.

Citizen Summary:

After the survey questions are developed, the City Council will decide how to administer the transportation survey.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas

City Council Agenda Request

December 15, 2016

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss and provide feedback to staff regarding the City's proposed Capital Improvement Plan (CIP).

Background Information:

The City has been working on the Comprehensive Plan update for the last 18 months. The next item to consider for updates is the Capital Improvement Plan. The Capital Improvement Plan includes policies and procedures, streets and trails projects, and water system projects.

Citizen Summary:

The CIP consists of projects that contain street and trail projects and water system projects that need to be improved generally due to development. As more homes are built, traffic increases, requiring additional turn lanes, roadways, and additional lanes on existing roads. This also effects water mains, as more homes are built, water mains will need to be replaced with larger sizes, additional water mains added, and increased storage facilities and pumping facilities are needed.

Attachments/Supporting Documentation:

1. CIP Water, Street and Trail projects
2. Water system maps 2020, 2025, 2030
3. Thoroughfare plan maps
4. Wastewater Master Plan map

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

**CITY OF LUCAS
CAPITAL IMPROVEMENT PLAN (CIP)
2016-2030**

**CAPITAL IMPROVEMENT PLAN (CIP)
2016-2030
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CAPITAL IMPROVEMENT PLAN (CIP) POLICIES AND PROCEDURES

Introduction

The City of Lucas Capital Improvement Plan (CIP) is a valuable part of the community planning process. The CIP links local infrastructure investments with comprehensive plan goals, land use ordinances and economic development efforts. The CIP bridges the gap between planning and spending, between the visions of the comprehensive plan and the fiscal realities of improving and expanding community facilities. The purpose of the CIP policy is to create a fair and consistent process outlining procedures for proposing, evaluating, and adopting capital projects creating long-term benefits.

The CIP is a five-year planning document adopted by the City Council to plan for capital improvements related the City's street and drainage system, water system infrastructure and facilities. The CIP is not to be confused with the Capital Improvement Budget. The Capital Improvement Budget is prepared each year in conjunction with the annual Operating Budget. It generally includes only those projects from the first year of the CIP funded during the current year.

A capital project is defined as having a minimum cost of \$5,000 resulting in 1) the creation of a new fixed asset; or 2) an enhancement to an existing fixed asset.

Typically, the life expectancy of a capital project is 20 years but it depends on the classification of the asset. Examples of capital projects include construction or expansion of public buildings, the acquisition of land for public use, planning, waterline/water system improvements, sewer as defined in the wastewater plan, engineering costs and street and drainage construction.

Goals

1. Preserving public welfare and safety - Providing the basic services that ensure public welfare and safety is the fundamental responsibility of local government. The cumulative effect of deferring investment in needed infrastructure and basic improvement of essential services is often an expensive series of stopgap measures that fail to address comprehensive, long-term needs.
2. Anticipating the demands of growth - When related to the comprehensive plan, the capital improvement planning process works to anticipate investments in community facilities and infrastructure which are needed to serve or shape the pattern of growth and development.
3. Supporting economic development - Communities having sound fiscal health and high quality facilities and services are attractive to business and potential residents. New corporate investment and reinvestment in a community may be influenced by improvements that enhance the quality of life for their labor force. Private decisions that bring jobs to an area and new taxes to a community are based not only on

availability of water and sewer, but also upon the quality of schools, public safety, recreation opportunities and many other services. The City of Lucas has identified two area for commercial development that is located on its peripheral boundaries to complement the high quality of life and not hinder or negatively impact it.

4. Developing a fair distribution of capital costs - The CIP process allows for public discussion of the preferred means of distributing capital costs not only over time. Funding strategies to consider include:
 - a. Annual appropriations to capital reserve accounts to save for future projects.
 - b. Issuance of debt that is returned by both existing and future users of the facility.
 - c. User fees may be deemed more appropriate than property taxes.
 - d. Federal or state funds may also be available to help finance specific projects.

The CIP process can promote discussion of funding strategies.

5. Avoiding undue tax increases - Capital improvement planning is a means of avoiding the unpleasant surprise of expensive projects generating large property tax increases. While cost impacts cannot always be precisely determined in advance, the CIP fosters discussion of the distribution of the tax burden of new capital expenditures over time. A corollary benefit of fiscal stability and sound community facility planning can result in an improved bond rating.

Development Process

The CIP plan outlines the major utility infrastructure, streets and drainage, facilities, parks and other improvements needed to serve the citizens, meet growth related needs and comply with state and federal regulations.

Preparation - The Finance Director coordinates the annual update and adoption of the five-year Capital Improvement Plan (CIP) as a part of the annual budget process. The City Manager will lead the review and prioritization of capital projects for City Council consideration. The Finance Director, City Engineer, Development Services Director and the City Manager shall prioritize and rank projects according to the criteria listed in project criteria section. The CIP includes all costs associated with the design, rights-of-way acquisition and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:

1. Identify capital improvements and major maintenance projects through system models, repair and maintenance records and growth demands.
2. Prioritize CIP projects based on input from City staff from all operational areas related to each project and its effect on operations.
3. Solicit citizen participation in formulating the identification and prioritization of the CIP.

The CIP will be submitted to City Council for review, revision and approval. It will be reviewed

and revised annually to include updated information.

Control – All capital project expenditures must be appropriated in the capital budget. The Finance Director or City Manager must certify the availability of resources before any capital project contract is presented to the City Council for approval.

Financing Programs - Recognizing that long-term debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue. Where applicable and appropriate, impact fees, assessments, pro-rata charges or other fees should be used to fund capital projects.

Reporting - Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable the Finance Department to monitor and control the budget as authorized. Capital project status reports will be presented to City Council.

Capital Improvement Plan (CIP) 2016-2020

Departments will include as part of their project proposal:

1. A Project Summary providing an overview and justification of the project.
2. A Fiscal Overview that includes estimated cost estimates and funding strategies that proposes funding options must be identified including:
 - a. Operating Revenues
 - b. Reserves and/or Debt
 - c. Grants
 - d. Partnerships with Other Organizations
 - e. Impact Fees
 - f. Developer Funded

Expense estimates must be identified in the section for design, site acquisition, construction, and estimated annual maintenance and operating cost impact based on the current estimated cost and values. To help manage cash flows, the financial plan must be complete to ascertain the impact on multiple fiscal years.

3. A Project Description section will provide additional project detail such as estimated linear feet, square feet or other applicable measurement, language that explains the overall need for the project as well as the benefit to the community.
4. Proposed Schedule identifying major milestones such as the design, bid, and construction phases.
5. Identification of the Project Manager.

Additional information may be requested by the City Manager and/or the members of the Lucas City Council.

Project Criteria

The evaluation of proposed capital projects will be in accordance with the following criteria. Attachment A provides criteria scorecard used in evaluation process.

1. Public Welfare and Safety - Project improving the public welfare and safety of the community will be rated with highest priority. Projects must demonstrate the benefit provided to the community and possible risks from not completing the project. Compliance with state and federal mandates fall under this category.
2. Economic Development - Projects enhancing and promoting the establishment of commercial business with the highest and best use for a parcel of land that is zoned commercial will be given the highest priority.
3. Quality of Life - Projects enhancing the quality of life enjoyed by Lucas citizens, such as equestrian/hiking trails throughout the city, will receive a high priority.
4. Funding - Funding availability considerations are included when ranking projects. Grants and funding partnerships are considered first followed by operating revenues, fund balance, and debt. Fund balance may only be used to fund capital projects if the use of reserves will delay or eliminate a proposed bond issue and sufficient fund balance exists to provide necessary contingency reserves. Debt may be issued to fund non-continuous capital projects benefitting future citizens only after alternative funding sources are explored.
5. Service and Operational Impact - The service category prioritizes projects including promotion of improved service delivery or reduction of increase maintenance costs including rehabilitating aging infrastructure. A cost-benefit analysis shall be done to weigh the impact of project rehabilitation to determine if the project will reduce future ongoing maintenance costs. Performance data will also be analyzed when considering projects related to improved service delivery. Future operation and maintenance expenses will be considered as part of this analysis.

CIP Amendment

Amendments to the CIP effecting the current fiscal year must be recommended by the City Manager and approved by the City Council through a budget amendment. Amendments will be considered according to project scoring criteria as previously identified. Higher priority will be given to projects necessary for the public welfare and safety, desirable economic development, and funding availability.

It needs to be recognized that any plan for the future must be based upon an estimate of certain characteristics. These characteristics may change and vary from time to time and when they do, the CIP should be updated. It may require that certain proposed improvements be implemented immediately or even delayed. Further, this plan is meant to be flexible; to be used as a tool to help establish a course of action. The highest need capital improvement projects recommended

during the next five years focus on correcting and improving the existing infrastructure. The remaining capital improvements, including those which will be accomplished after the initial five-year plan, are presented in the applicable sections of this document.

Capital Needs Prioritization

Using the criteria identified in the Project Criteria section of this document will assist staff and ultimately the elected officials in rating each project to facilitate prioritization.

There are various rating schemes available for establishing capital improvements priorities. The following set of standards are used as the evaluation method for the City of Lucas:

- **Mandatory** or essential projects are activities needed to promote public welfare and safety. Projects classified under this category are projects of the highest priority.
- **Necessary** capital improvements are projects which are necessary for the convenience and conservation of endangered resources, or for the completion of partially completed projects. Projects of this type include improvements which are considered necessary for a progressive growing community and for problems that do not endanger life or negatively impact public welfare.
- **Desirable** capital improvements are projects which protect property, replace obsolete facilities, reduce operating costs and add to the attractiveness of the community. Projects of this type are not considered absolutely necessary and may be delayed, or removed from the capital improvements program, as funding changes. Conversely, these types of projects can be brought forth when budget surpluses or additional funding sources are identified.
- **Deferrable** projects are capital improvements of the lowest priority. These projects can be postponed or eliminated from the capital improvements program because of cost, timing, or need.

A summary of the City's infrastructure needs is contained in each element of the Comprehensive Plan. The capital needs outlined here represent only those improvements which should be accomplished within a specific period of the CIP.

CIP Street and Trail Project List (2016 – 2031)

BLONDY JHUNE BRIDGE REPLACEMENT

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	1	Bridges	Blondy Jhune Bridges Replacement	Mandatory

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$ 1,559,782 (Bid June, 2016)	Certificate of Obligation

PROJECT DESCRIPTION

Blondy Jhune Road extends from Country Club Road on the west to Winningkoff Road on the east. This connectivity is comprised of two bridges and roadways. The two bridges have severely deteriorated and need to be replaced immediately. The pavement shall consist of 28 ft. wide concrete pavement. The project is currently under construction.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2016	2017

PROJECT MANAGER:

SNIDER LANE OVERLAY				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2016-2021	2	Roadways	Snider Lane Overlay	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
To be determined		To Be Determined		
PROJECT DESCRIPTION				
<p>Snider Ln extends from Winningkoff Road in the west and connects to Highland Park in the northeast, and Lucas Road in the southeast. The pavement has deteriorated and needs to be overlaid. The existing pavement will be scarified and cement treatment will be added to stiffen the base. A 2 to 3inch asphalt pavement overlay is anticipated. The project length is 2.5 miles and the pavement width will be 24ft.</p>				
PROJECT SCHEDULE				
Project Begin Year		Project Completion Year		
2016		2017		
PROJECT MANAGER:				

MAINTENANCE OF MULTIPLE STREETS

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	3	Roadways	Maintenance of Multiple Streets	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$525,000	City – General Fund

PROJECT DESCRIPTION

Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations selected for the 2016 fiscal year are Ingram Ln, Snider Ln, Stinson Road, Estelle Ln, Moonlight Trail and Lynn Ln.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2016	2017

PROJECT MANAGER:

REVERSE CURVE ON WINNINGKOFF ROAD				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2016-2021	4	Roadways	Reverse curve on Winningkoff Road	Mandatory
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
To be determined		Certificate of Obligation		
PROJECT DESCRIPTION				
Winningkoff Road reverse curve will be reconstructed as the pavement has deteriorated due to aging and poor road geometry. Reconstruction work includes replacement of entire pavement structure by the placement of an improved pavement structure. Generally, requires complete removal and replacement of the existing pavement structure. The project length is approximately 0.5 miles and pavement width will be 28 ft. wide.				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2017			2018	
PROJECT MANAGER:				

W. LUCAS ROAD RECONSTRUCTION				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2016-2021	5	Roadways	W. Lucas Road Reconstruction	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$4,500,000		Texas Department of Transportation (TxDOT), Regional Toll Revenue (RTR), City of Lucas and Collin County		
PROJECT DESCRIPTION				
<p>W Lucas Rd from Angel Parkway (FM 2551) to Country Club Road will be reconstructed as the pavement has deteriorated due to aging and several other factors. Reconstruction work includes replacement of entire pavement structure by the placement of an improved pavement structure. Generally, requires complete removal and replacement of the existing pavement structure. The project length is approximately 2.5 miles.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2017			2018	
PROJECT MANAGER:				

TRAILHEAD ON E. WINNINGKOFF ROAD				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2016-2021	6	Trails	Trailhead on E. Winningkoff Road	Desirable
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$240,000		\$131,000 City - \$109,000 Collin County Parks and Open Space Grant		
PROJECT DESCRIPTION				
Trailhead on E Winningkoff Road will be constructed during this fiscal year. Trailhead provides parking for a number of vehicles and will contain a bulletin board or kiosk for trail information.				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2017			2018	
PROJECT MANAGER:				

MAINTENANCE OF MULTIPLE STREETS

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	7	Roadways	Maintenance of Multiple Streets	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$750,000	City – General Fund

PROJECT DESCRIPTION

Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations for road maintenance during 2017 fiscal year are yet to be decided.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2017	2018

PROJECT MANAGER:

BLONDY JHUNE ROAD RECONSTRUCTION

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	8	Roadways	Blondy Jhune Road Reconstruction	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$3,900,000	To be determined

PROJECT DESCRIPTION

Blondy Jhune Road extending from Country Club Road on the west to Winningkoff Road on the east, will be reconstructed as the pavement has deteriorated due to aging and several other factors. The two bridges interlinking roadway sections have been constructed during the previous project.

Reconstruction work includes replacement of entire pavement structure by the placement of an improved pavement structure. Generally, requires complete removal and replacement of the existing pavement structure. New culvert crossings and driveways are included. The project length is 1.5 miles and pavement width will be 28 ft. wide.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER:

ESTATES PARKWAY (FM 2170)

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	9	Roadways	Estates Parkway (FM 2170)	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$450,000	City of Lucas

PROJECT DESCRIPTION

Estates Parkway (FM 2170) extends from Angel Parkway on the west to Country Club Road on the east. The aim of this project is to widen the pavement of FM 2170 including the improvement of drainage, signage and pavement markings. The pavement has deteriorated and will be overlaid during the 2018 fiscal year. The existing pavement will be scarified and cement treatment will be added to stiffen the base. A 2-inch asphalt pavement will be overlaid. The project length is approximately 0.5 miles and the pavement width will be 36 ft.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER:

ANGEL PARKWAY (FM 2551)

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	10	Roadways	Angel Parkway (FM 2551)	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
To be determined	Texas Department of Transportation (TxDOT)

PROJECT DESCRIPTION

Angel Parkway (FM 2551), extending from W Lucas Road in the south to Estates Parkway in the north, will be reconstructed during the 2018 fiscal year. The pavement has deteriorated and needs to be reconstructed. Addition of two more lanes will be done. Two lanes in each direction with wide median at center and enclosed drainage system will be the outcome of the project. Work includes replacement of entire asphalt pavement structure with reinforced concrete pavement. The project length is 1 mile and total pavement width will be approximately 78 ft.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER:

**A) TRAIL AT PARKER ROAD
B) TRAIL AT E. WINNINGKOFF ROAD**

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	11	Trails	A) Trail at Parker Road B) Trail at E. Winningkoff Road	Desirable

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$80,000	\$16,000 City - \$64,000 Texas Parks and Wildlife Grant

PROJECT DESCRIPTION

Trail will be constructed from W Lucas Road to Parker Road and from E Winningkoff Road to Trinity Trail. Few of the important steps that will be carried out during construction are staking of trail route, removal of rocks, trees and bushes, removal and clearance of vegetation and grading the trail bed on slopes etc.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER:

MAINTENANCE OF MULTIPLE STREETS

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	12	Roadways	Maintenance of Multiple Streets	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$750,000	City – General Fund

PROJECT DESCRIPTION

Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations for road maintenance during 2018 fiscal year are yet to be decided.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER:

WINNINGKOFF ROAD (NORTH PORTION)				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2016-2021	13	Roadways	Winningkoff Road (North Portion)	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$2,500,000		General Obligation Bond or Certificate of Obligation		
PROJECT DESCRIPTION				
<p>North portion of Winningkoff Road, which extends from Orr Road in the north to until the beginning of reverse curve of Winningkoff Road in the south, will be reconstructed during fiscal year 2019 as the pavement has deteriorated due to aging and several other factors. Reconstruction work includes replacement of entire pavement structure by the placement of an improved pavement structure. Generally, requires complete removal and replacement of the existing pavement structure. The project length is approximately 1 mile. Pavement width shall be 28 ft. wide and drainage improvements are anticipated.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2019			2020	
PROJECT MANAGER:				

MAINTENANCE OF MULTIPLE STREETS

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	14	Roadways	Maintenance of Multiple Streets	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$750,000	City – General Fund

PROJECT DESCRIPTION

Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations for road maintenance during 2019 fiscal year are yet to be decided.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2019	2020

PROJECT MANAGER:

WINNINGKOFF ROAD (SOUTH PORTION)

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2016-2021	15	Roadways	Winningkoff Road (South Portion)	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$2,000,000	General Obligation Bond or Certificate of Obligation

PROJECT DESCRIPTION

South portion of Winningkoff Road, which extends from E Lucas Road in the south to until the beginning of reverse curve of Winningkoff Road in the north, will be reconstructed during 2020 fiscal year as the pavement has deteriorated due to aging and several other factors. Reconstruction work includes replacement of entire pavement structure by the placement of an improved pavement structure. Generally, requires complete removal and replacement of the existing pavement structure. The project length is approximately 0.6 miles and pavement width shall be 28 ft. wide.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2020	2021

PROJECT MANAGER:

MAINTENANCE OF MULTIPLE STREETS				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2016-2021	16	Roadways	Maintenance of Multiple Streets	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$750,000		City – General Fund		
PROJECT DESCRIPTION				
<p>Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations for road maintenance during 2020 fiscal year are yet to be decided.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2020			2021	
PROJECT MANAGER:				

STINSON ROAD REHABILITATION				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2021-2026	17	Roadways	Stinson Road Rehabilitation	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
To be determined		General Obligation Bond, Certificate of Obligation and/or Developer Contributions		
PROJECT DESCRIPTION				
Stinson Road extends from W Lucas Road in the North to Parker Road in the south. The pavement has lost its structural integrity and thus it will be rehabilitated during the 2021-2026 fiscal year. Pavement rehabilitation enhances structural capacity and extends the service life of an existing pavement. The process includes resurfacing, restoration treatments and/or structural overlays. The project length is approximately 2.5 miles and pavement width shall be 28 ft.				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2021-2022			2022-2023	
PROJECT MANAGER:				

SNIDER LANE REHABILITATION				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2021-2026	18	Roadways	Snider Lane Rehabilitation	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
To be determined		General Obligation Bond or Certificate of Obligation		
PROJECT DESCRIPTION				
<p>Snider Ln extends from Winningkoff Road in the west and connects to Highland Park in the northeast and Lucas Road in the southeast. The pavement has lost its structural integrity and thus it will be rehabilitated during the 2021-2026 fiscal year. Pavement rehabilitation enhances structural capacity and extends the service life of an existing pavement. The process includes resurfacing, restoration treatments and/or structural overlays. The project length is 2.5 miles and the pavement width shall be 28ft wide.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2021-2022			2022-2023	
PROJECT MANAGER:				

LEWIS LANE REHABILITATION				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2021-2026	19	Roadways	Lewis Lane Rehabilitation	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
To be determined		General Obligation Bond or Certificate of Obligation		
PROJECT DESCRIPTION				
<p>Lewis Ln extends from W Lucas Road in the north to Parker Road in the south. The pavement has lost its structural integrity and thus it will be rehabilitated during the 2021-2026 fiscal year. Pavement rehabilitation enhances structural capacity and extends the service life of an existing pavement. The process includes resurfacing, restoration treatments and/or structural overlays. The project length is approximately 2.25 miles and the pavement width shall be 28 ft. wide.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2022-2023			2023-2024	
PROJECT MANAGER:				

EXTENSION TO NORTH OF ALLISON LANE				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2021-2026	20	Roadways	Extension to North of Allison Lane	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$3,000,000		General Obligation Bond, Certificate of Obligation and/or Development Contributions		
PROJECT DESCRIPTION				
Allison Ln currently extends 0.2 miles towards south from McGarity Ln in the north. The aim of this project is to construct and extend Allison Ln that connects to Estates Parkway (FM 2170) in the north and W Lucas Road in the south. The project length is 1 mile and the pavement width shall be 28 ft. The existing 0.2 miles of pavement and the rest of the 0.8 miles shall be constructed with new pavement.				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2022-2023			2023-2024	
PROJECT MANAGER:				

ADDING RIGHT TURN LANE TO ESTATES PARKWAY (FM 2170)

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2021-2026	21	Roadways	Adding Right Turn Lane to Estates Parkway (FM 2170)	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$250,000	Texas Department of Transportation (TxDOT)

PROJECT DESCRIPTION

The project location is at the intersection of Estates Parkway (FM 2170), which is east-west, and Country Club Road, which is north-south. The aim of this project is to provide a right turn lane at the Estates Parkway for the southbound traffic that connects Estates Parkway to Country Club Road. Currently, Estates Parkway has 1 lane in each direction and queuing of both right and left turning traffic in a single lane is causing impedance for the traffic flow. After construction of this project, a right turn lane at the intersection benefits the southbound traffic of Estates Parkway and improves the flow of traffic.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2023-2024	2024-2025

PROJECT MANAGER:

ADDING CENTER LANE ON W. LUCAS ROAD				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2021-2026	22	Roadways	Adding Center Lane on W. Lucas Road	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
To be determined		Texas Department of Transportation (TxDOT)		
PROJECT DESCRIPTION				
The project location is on W Lucas Road that extends from Country Club Road in the east to intersection of Southview Drive to the west. The aim of this project is to add a center lane to W Lucas Road. Currently, W Lucas Road consists of 1 12ft. lane in each direction. A 14 ft. continuous turn lane at the center will be added. The total width of pavement will be approximately 42 ft.				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2023-2024			2024-2025	
PROJECT MANAGER:				

INTERSECTION OF W. LUCAS ROAD AND SOUTHVIEW DRIVE

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2021-2026	23	Roadways	Intersection of W. Lucas Road and Southview Drive	Necessary

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$1,500,000	Texas Department of Transportation (TxDOT)

PROJECT DESCRIPTION

The project location is at the intersection of W Lucas Road and Southview Drive. The pavement section at the intersection will be reconstructed or repaired and pavement markings will be redone. Realignment of W Lucas Road and reconfiguration of the intersection is desirable. Widening of the pavement to facilitate turning movements is also anticipated.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2023-2024	2024-2025

PROJECT MANAGER:

- A) TRAIL ALONG ESTATES PARKWAY
- B) TRAIL ALONG ALLISON LANE
- C) TRAIL ALONG W. LUCAS ROAD
- D) TRAIL ALONG STINSON ROAD
- E) TRAIL ALONG POWERLINE AND FLOODPLAIN

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2021-2026	24	Trails	A) Trail along Estates Parkway B) Trail along Allison Lane C) Trail along W. Lucas Road D) Trail along Stinson Road E) Trail along Powerline and Floodplain	Desirable

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$40,000	City and State Grants

PROJECT DESCRIPTION

Trail will be constructed at multiple locations of the Lucas. The routes planned for the trail from Estates Parkway to Country Club Road, trail along the W Lucas Road, from W Lucas Road along Allison Ln to Estates Parkway. Trails on the southern part of Lucas include the trail along the power line and the flood plain and trail from powerline to north along Stinson Road. Few of the important steps that will be carried out during construction are staking of trail route, removal of rocks, trees and bushes, removal and clearance of vegetation and grading the trail bed on slopes etc.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2025	2026

PROJECT MANAGER:

**A) TRAIL ALONG BLONDY JHUNE ROAD
B) TRAIL FROM WINNINGKOFF ROAD TO TRINITY TRAIL**

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2021-2026	25	Trails	A) Trail along Blondy Jhune Road B) Trail from Winningkoff Road to Trinity Trail	Desirable

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$200,000	City and State Grants

PROJECT DESCRIPTION

Trail will be constructed from Country Club Road to Winningkoff Road along Blondy Jhune Road, and from Winningkoff Road to Trinity Trail along the flood plain. Few of the important steps that will be carried out during construction are staking of trail route, removal of rocks, trees and bushes, removal and clearance of vegetation and grading the trail bed on slopes etc. Bridges over creeks may be required.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2025	2026

PROJECT MANAGER:

**TRAILHEAD NEAR THE INTERSECTION
OF SOUTHVIEW DRIVE AND OSAGE LANE**

PROJECT SUMMARY

Fiscal Year	Project No.	Category	Project	Priority
2021-2026	26	Trails	Trailhead near the intersection of Southview Drive and Osage Lane	Desirable

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$264,000	City and Collin County Grants

PROJECT DESCRIPTION

Trailhead near the intersection of Southview Drive and Osage Lane will be constructed during the fiscal year. Trailhead provides parking for a number of vehicles and will contain a bulletin board or kiosk for trail information.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2025	2026

PROJECT MANAGER:

MAINTENANCE OF MULTIPLE STREETS				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2021-2026	27	Roadways	Maintenance of Multiple Streets	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$787,500 (per year)		City – General Fund		
PROJECT DESCRIPTION				
<p>Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations for road maintenance during 2021-2026 fiscal year are yet to be decided.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2021-2025			2022-2026	
PROJECT MANAGER:				

EXTENSION OF HIGHLAND DRIVE				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2026-2031	28	Roadways	Extension of Highland Drive	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$2,000,000		General Obligation Bonds, Certificate of Obligation and/or Developer Contributions		
PROJECT DESCRIPTION				
Highland Drive currently extends from Green Acres Ln in the west to Stinson Road in the east. The project aims to extend Highland Drive in the east by 0.5 miles. The new pavement's length is approximately 0.5 miles and the pavement width will be 28 ft.				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2026-2027			2027-2028	
PROJECT MANAGER:				

MAINTENANCE OF MULTIPLE ROADWAYS				
PROJECT SUMMARY				
Fiscal Year	Project No.	Category	Project	Priority
2026-2031	29	Roadways	Maintenance of Multiple Roadways	Necessary
FISCAL OVERVIEW				
Estimated Cost		Source of Funding		
\$826,875 (per year)		City – General Fund		
PROJECT DESCRIPTION				
<p>Each year, roads require proper maintenance in order to provide reliable transport at reduced cost. Improper maintenance of roads may open doors to safety hazards, increased vehicular operation costs and recurring road maintenance costs. Hence, road maintenance work will be carried out each year on the streets determined by analyzing condition of each road and prioritization done based on the severity of condition. Generally, maintenance work includes patching, resurfacing, overlaying, resealing, verge cutting and culvert cleaning etc. The project locations for road maintenance during 2026-2031 fiscal year are yet to be decided.</p>				
PROJECT SCHEDULE				
Project Begin Year			Project Completion Year	
2026-2030			2027-2031	
PROJECT MANAGER:				

CIP Water System Project List (2016 – 2030)

**CIP Water System Project List
2016 – 2020**

2016 to 2020		
PRIORITY	PROJECT	ESTIMATED COST
1	Parker Rd 12-Inch Phase 1-1 (Stinson Rd/Enchanted Way) (TxDOT)	\$ 292,037
2	Parker Rd 8-Inch Phase 2-1 (Shepherds Creek Drive/Lewis Ln/Cimarron Trail) (TxDOT)	\$ 326,004
3	Wiltshire Ct to N Pump Station 8-Inch Connection	\$ 98,237
4	500,000 Gallon N Pump or City Hall Water Tower	\$ 1,496,880
4a	E Winningkoff Water Tower Altitude Value (\$97,708) -- This will be needed if the new water tower at N Pump or City Hall is not built	
5	Restore N Pump Station	\$ 153,821
6	Parker Rd 4-Inch Temporary Phase 2T (Santa Fe Trail/Stinson Rd) (TxDOT)	\$ 125,000
7	New N Pump Station With Three 500 GPM Pumps	\$ 432,575
8	Lakeview Drive 8-Inch	\$ 87,682
9	Edgefield Ln/Cedar Bend Trail 6-Inch (Dead End Fixes)	\$ 510,647
10	Graham Ln/Rock Ridge Court 6-Inch and 8-Inch (Dead End Fixes)	\$ 571,775
11	Snider Ln 8-Inch (Lakeview Downs)	\$ 594,549
12	Glencove Cir/Crestview Cir 6-Inch Extensions to Brockdale Park 8-Inch (Dead End Fixes)	\$ 224,255
13	Hickory Hill St 8-Inch (Dead End Fixes)	\$ 226,383
14	Manor Ln 8-Inch	\$ 313,951
15	Estates Parkway/Rock Ridge Rd 8-Inch and 12-Inch	\$ 491,953
16	Repaint 200,000 Gallon McGarity Ground Storage Tank	\$ 150,150
17	Enchanted Way/Brookhaven Drive 8-Inch (Dead End Fix)	\$ 203,262
18	Rock Ridge Rd/Lovejoy High School 8-Inch	\$ 56,773
2016 to 2020 Total		\$ 6,355,934

**CIP Water System Project List
2021 – 2025**

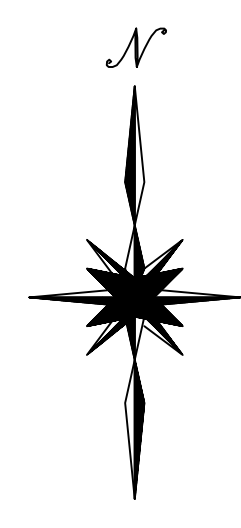
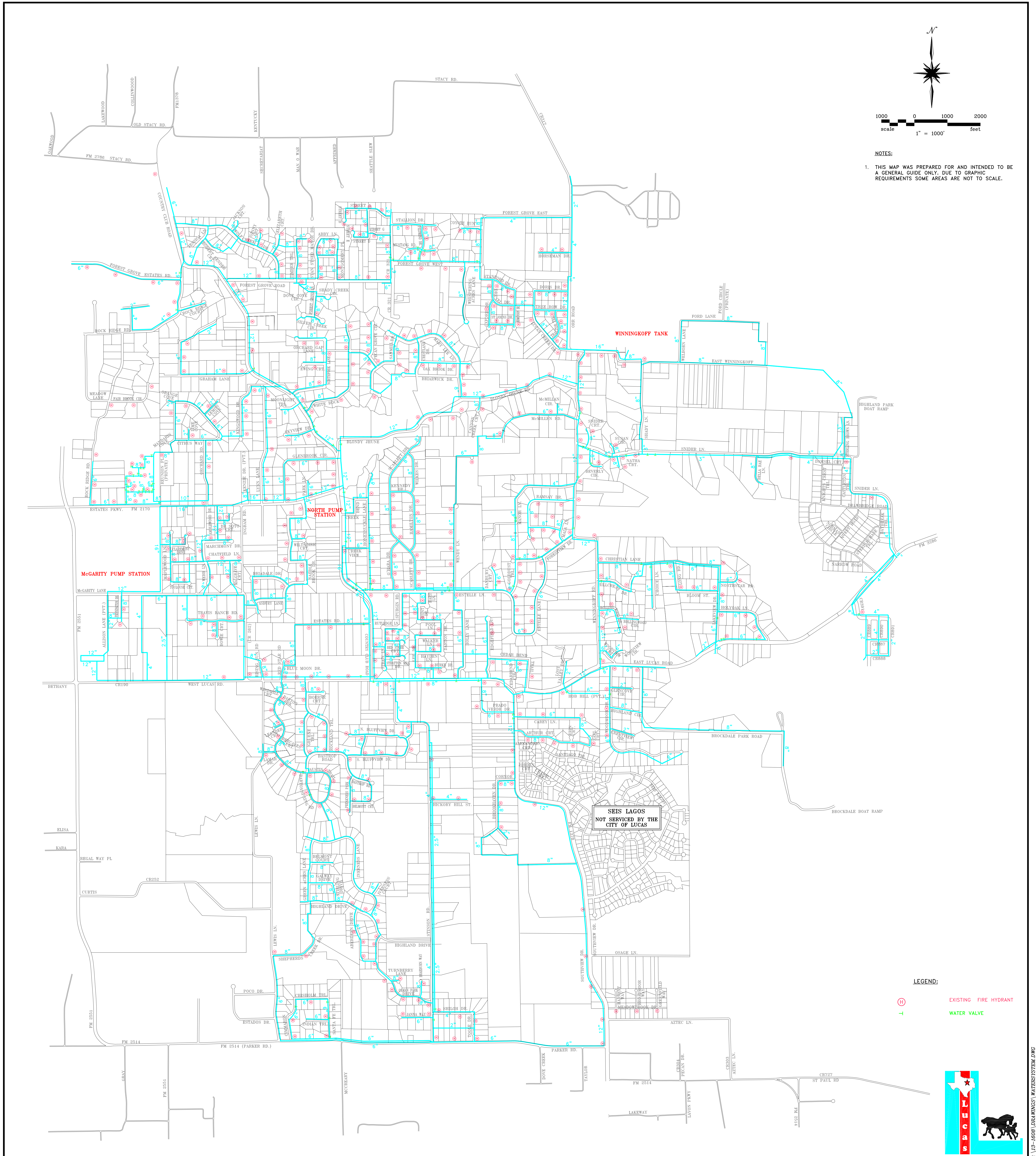
2021 to 2025		
PRIORITY	PROJECT	ESTIMATED COST
19	950,000 Gallon McGarity Ground Storage Tank	\$ 1,279,093
20	Shiloh Drive/Toole Drive 6-Inch Replacement and Braehurn 8-Inch (Dead End Fix)	\$ 190,546
21	Parker Rd 8-Inch Phase 2-2 (Cimarron Trail/Santa Fe Trail) (TxDOT) -- This project might need to done in 2017 depending on TxDOT Parker Rd Schedule	\$ 353,184
22	Fairbrook Cr 8-Inch (Dead End Fix)	\$ 256,453
23	Lewis Ln/Shepherds Creek Drive/Green Acres Ln 8-Inch	\$ 300,113
24	Angel Parkway/McGarity Ln/Estates Parkway 8-Inch and 12-Inch	\$ 425,539
25	Ingram Ln/McGarity Ln/W Lucas Rd 6-Inch and 12-Inch	\$ 836,217
26	Estates Rd 8-Inch	\$ 232,014
27	Chisholm Trail/Caman Park Drive and Turnberry Ln/Highland Drive 8-Inch (Dead End Fixes)	\$ 322,203
28	Stinson Rd/Enchanted Way 8-Inch	\$ 142,278
29	Stinson Rd/E Lucas Rd 8-Inch	\$ 147,827
30	Rock Creek Estates 6-Inch	\$ 175,610
31	Stinson Rd 12-Inch Connector	\$ 39,189
32	Repaint 750,000 Gallon N Pump Station Ground Storage Tank	\$ 409,303
33	Repaint 350,000 Gallon McGarity Ground Storage Tank	\$ 228,690
36	Parker Rd Phase 3 Enchanted Way to Southview Drive	\$ 835,239
2021 to 2025 Total		\$ 6,173,498

**CIP Water System Project List
2026 – 2030**

2026 to 2030		
PRIORITY	PROJECT	ESTIMATED COST
37	500,000 Gallon McGarity Water Tower	\$ 1,372,140
38	Rock Ridge Rd (North) to Fairbrook Cr 12-Inch	\$ 224,712
39	Snider Ln/CR 891 6-Inch and Knights Crest Trail/CR 889 8-Inch	\$ 1,135,688
40	Forest Grove Rd/Horseman Drive/Orr Rd 6-Inch and 8-Inch	\$ 867,422
41	Orr Rd (North) 8-Inch	\$ 426,327
42	PR 5252 6-Inch	\$ 93,486
43	Repaint 500,000 Gallon N Pump Station Ground Storage Tank	\$ 297,124
2026 to 2030 Total		\$ 4,416,899

2016 to 2030 Grand Total		\$ 16,946,331
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Current Water System

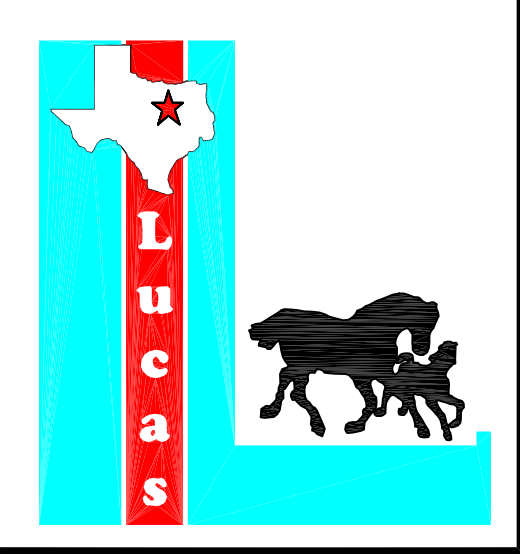


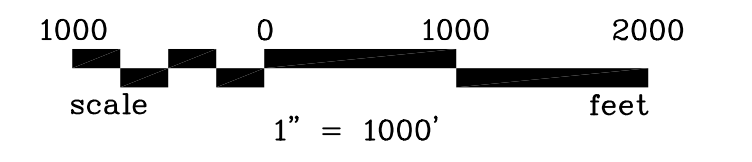
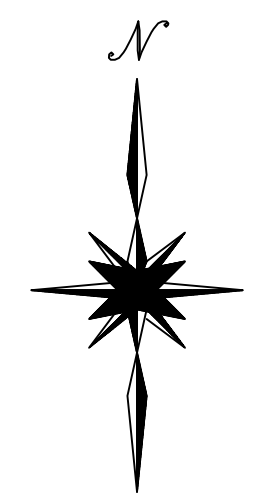
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 scale 1" = 1000' feet

NOTES:
 1. THIS MAP WAS PREPARED FOR AND INTENDED TO BE A GENERAL GUIDE ONLY. DUE TO GRAPHIC REQUIREMENTS SOME AREAS ARE NOT TO SCALE.

SEIS LAGOS
 NOT SERVED BY THE
 CITY OF LUCAS

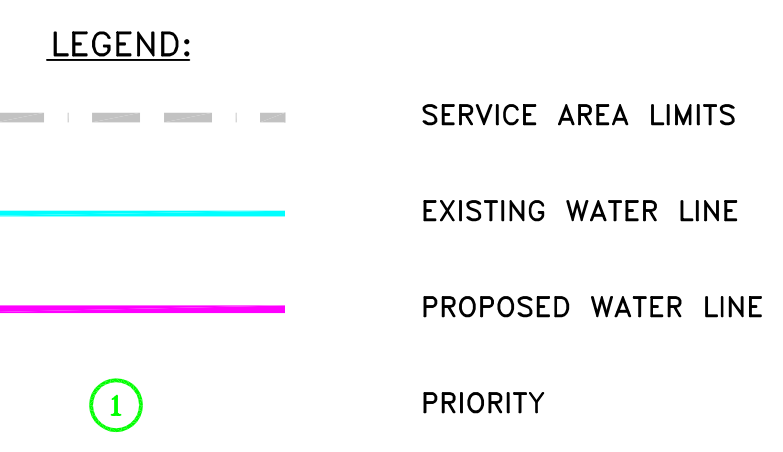
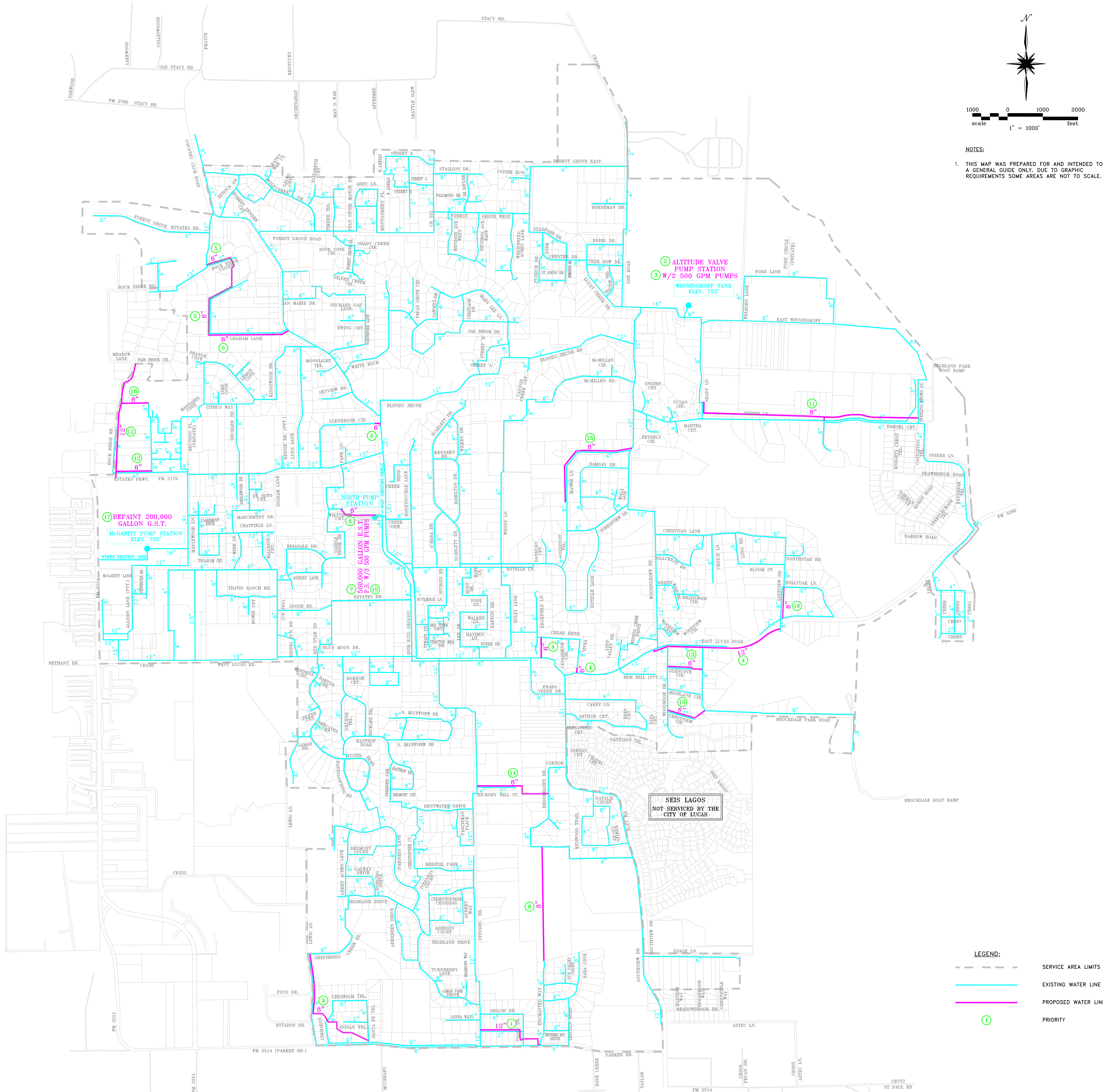
LEGEND:
 EXISTING FIRE HYDRANT
 WATER VALVE





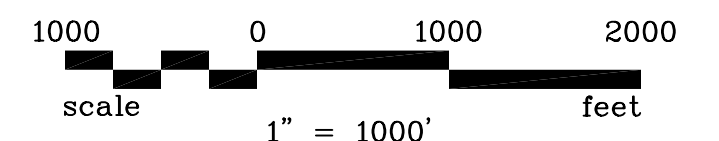
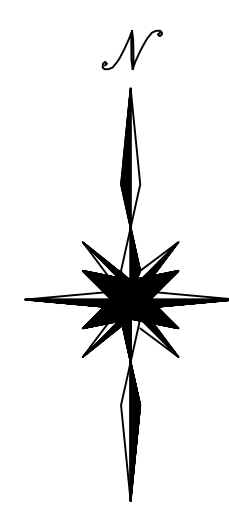
NOTES:

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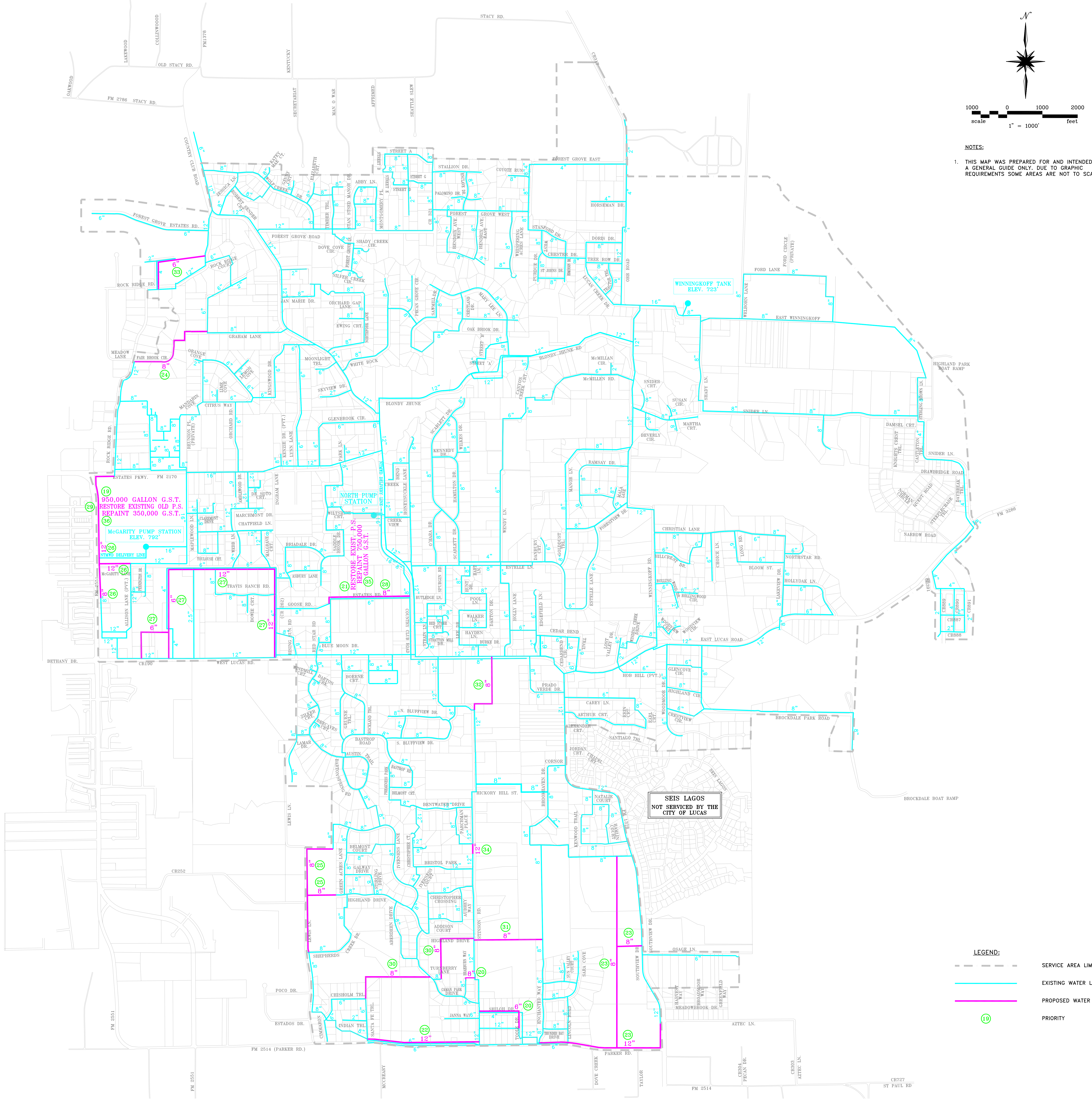


WATER SYSTEM CIP UPDATE (2016 TO 2020)





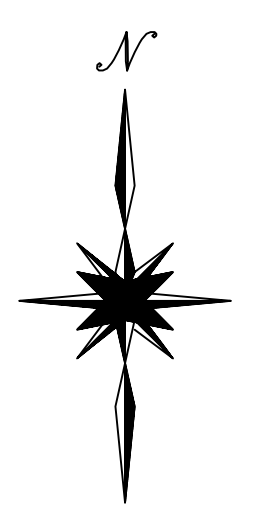
- NOTES:**
1. THIS MAP WAS PREPARED FOR AND INTENDED TO BE A GENERAL GUIDE ONLY. DUE TO GRAPHIC REQUIREMENTS SOME AREAS ARE NOT TO SCALE.



- LEGEND:**
- SERVICE AREA LIMITS
 - EXISTING WATER LINE
 - PROPOSED WATER LINE
 - PRIORITY

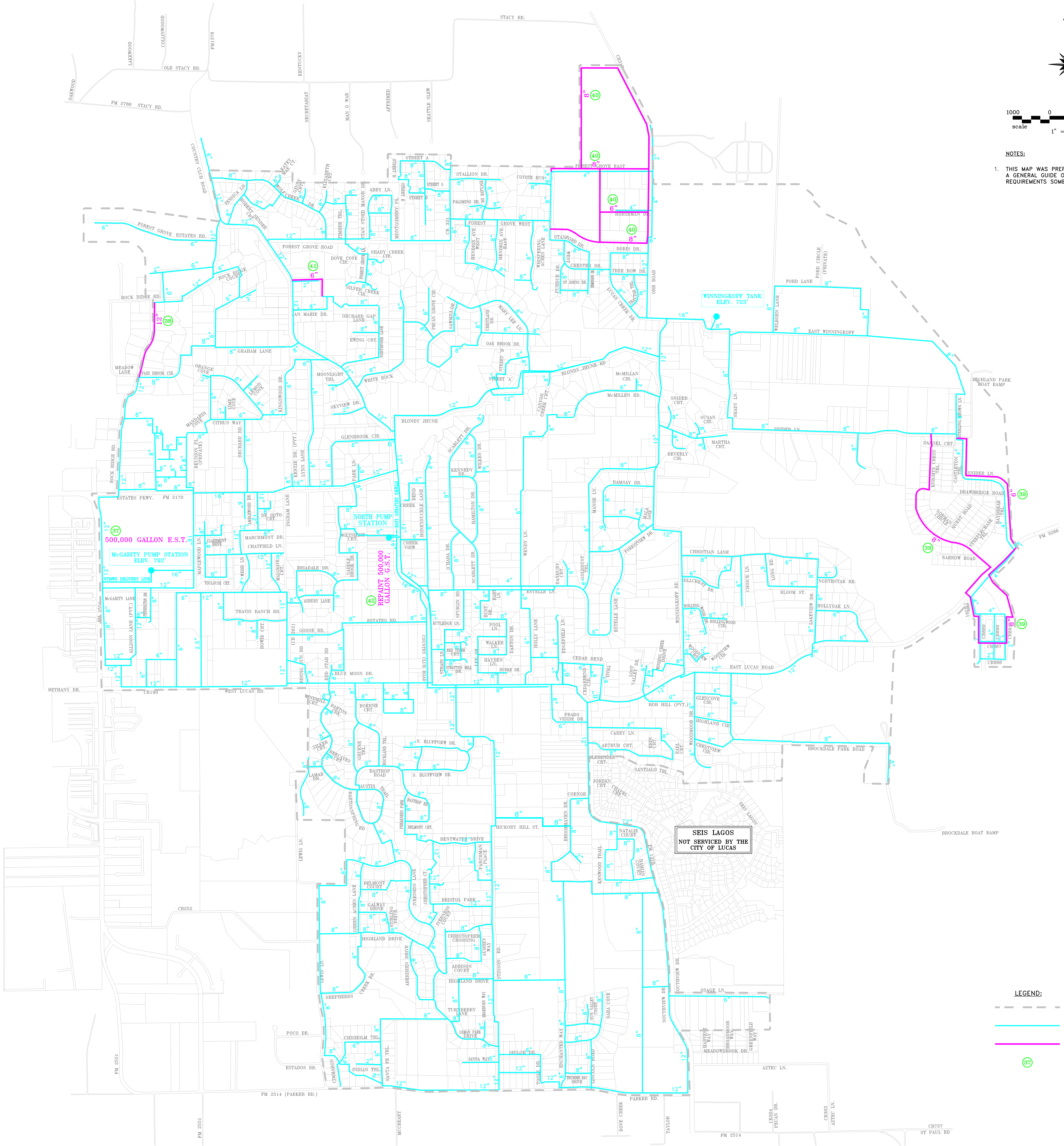
WATER SYSTEM CIP UPDATE (2021 TO 2025)





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scale
1" = 1000'
feet

NOTES:
1. THIS MAP WAS PREPARED FOR AND INTENDED TO BE A GENERAL GUIDE ONLY. DUE TO GRAPHIC REQUIREMENTS SOME AREAS ARE NOT TO SCALE.










LEGEND:
--- SERVICE AREA LIMITS
--- EXISTING WATER LINE
--- PROPOSED WATER LINE
① PRIORITY

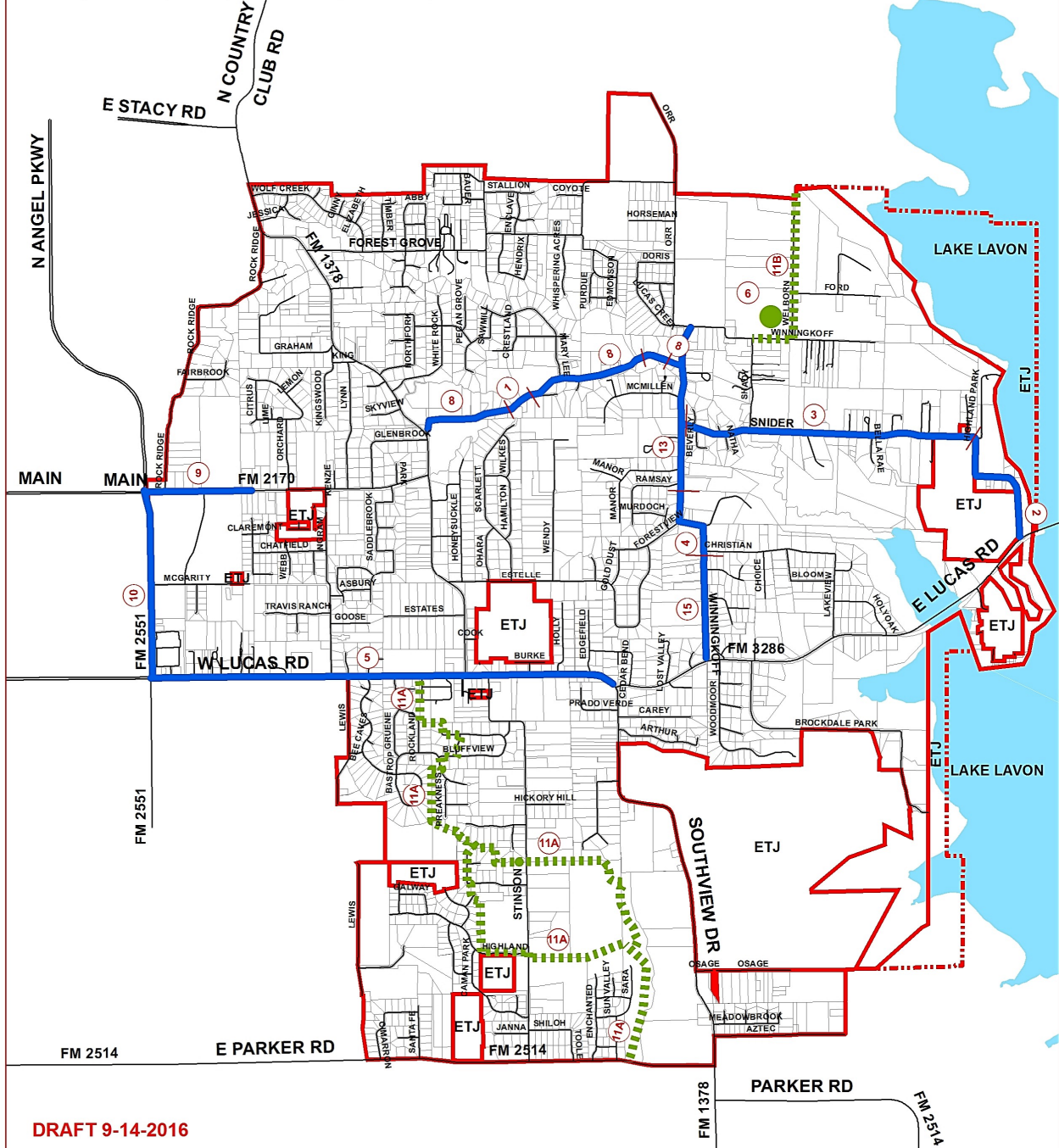
WATER SYSTEM CIP UPDATE (2026 TO 2030)



YEAR	PROJECT NO.	PRIORITY	PROJECT
FY 2016-2017	1	Mandatory	Blondy Jhune Bridges Replacement
	2	Necessary	Snider Ln Overlay
	3	Necessary	Maintenance of Multiple Streets
FY 2017-2018	4	Mandatory	Reverse Curve on Winningkoff Road
	5	Necessary	W Lucas Rd Reconstruction
	6	Desirable	Trailhead on E Winningkoff Road
	7	Necessary	Maintenance of Multiple Streets
FY 2018-2019	8	Necessary	Blondy Jhune Road Reconstruction
	9	Necessary	Estates Parkway (FM 2170)
	10	Necessary	Angel Parkway (FM 2551)
FY 2019-2020	11 A	Desirable	A) Trail at Parker Road
	11 B		B) Trail at E Winningkoff Road
FY 2020-2021	12	Necessary	Maintenance of Multiple Streets
	13	Necessary	Winningkoff Road (North Portion)
FY 2019-2020	14	Necessary	Maintenance of Multiple Streets
	15	Necessary	Winningkoff Rd (South Portion)
	16	Necessary	Maintenance of Multiple Streets

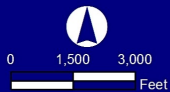
LEGEND

-  PROPOSED STREET CAPITAL IMPROVEMENT
-  PROPOSED TRAIL CAPITAL IMPROVEMENT
-  PROPOSED TRAIL HEAD
-  STREET
-  CITY LIMITS
-  ETJ
-  PROJECT NUMBER



DRAFT 9-14-2016

FIGURE 10.1
CAPITAL IMPROVEMENT
PROGRAM 2016-2021

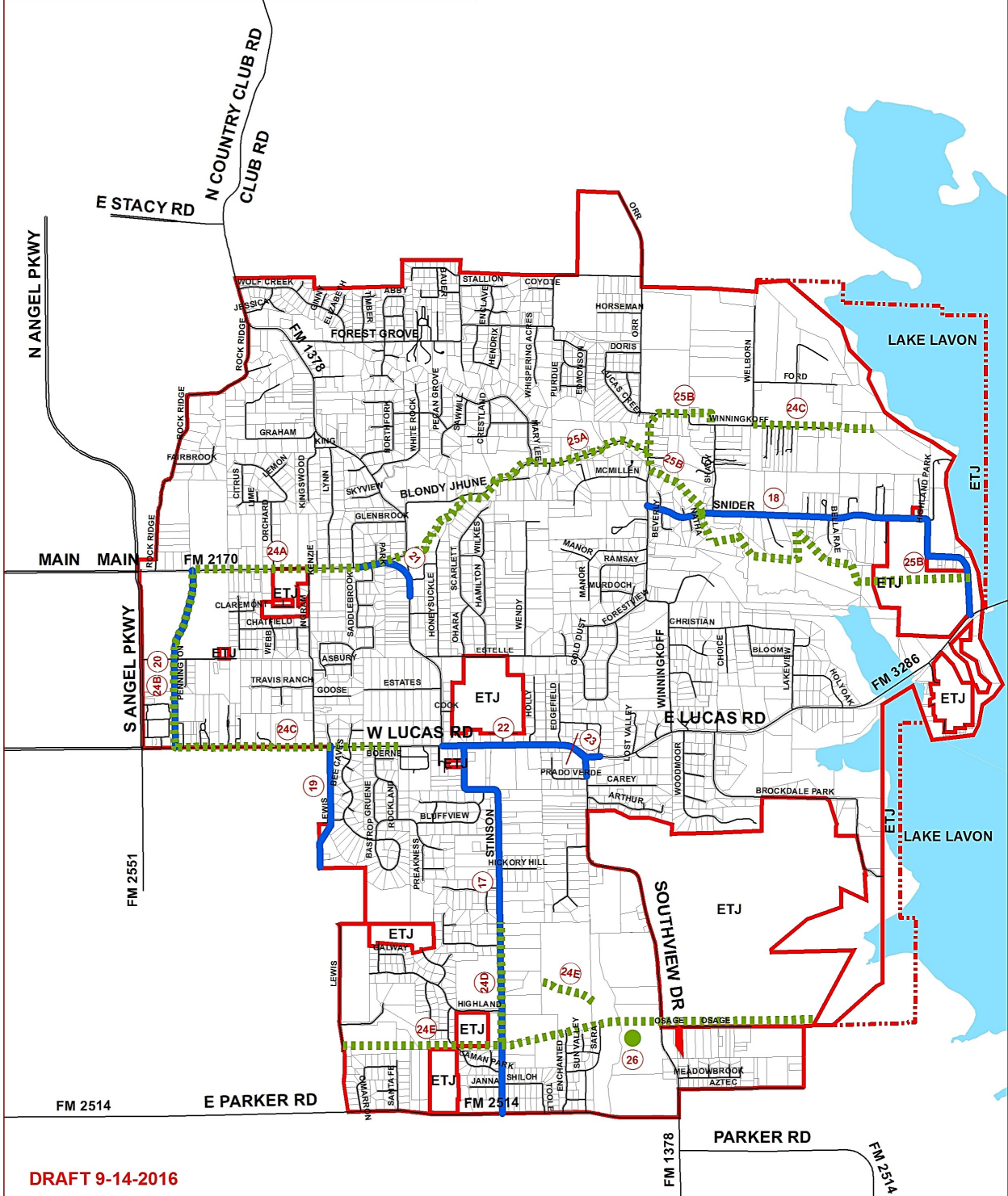


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 Engineering/Environmental/Construction Management Services
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 Texas Registered Firm # 6939
 www.metroinfrastructure.com

YEAR	PROJECT NO.	PRIORITY	PROJECT
2021-2026	17	Necessary	Stinson Road Rehabilitation
	18	Necessary	Snider Ln Rehabilitation
	19	Necessary	Lewis Ln Rehabilitation
	20	Necessary	Extension to North of Allison Ln
	21	Necessary	Adding Right Turn Lane to Estates Parkway (FM 2170)
	22	Necessary	Adding Center Lane on W Lucas Road
	23	Necessary	Intersection of W Lucas Road and Southview Drive
	24 A	Desirable	A) Trail along Estates Parkway
	24 B		B) Trail along Allison Ln
	24 C		C) Trail along W Lucas Road
	24 D		D) Trail along Stinson Road
	24 E		E) Trail along the Powerline and Flood Plain
	25 A	Desirable	A) Trail along Blondy Jhune Rd
	25 B		B) Trail from Winningkoff Rd to Trinity Trail
	26	Desirable	Trail Head near the intersection of Southview Drive and Osage Ln
	27	Necessary	Maintenance of Multiple Streets

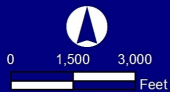
LEGEND

- PROPOSED STREET CAPITAL IMPROVEMENT
- - - PROPOSED TRAIL CAPITAL IMPROVEMENT
- PROPOSED TRAILHEAD
- STREET
- CITY LIMITS
- ETJ
- PROJECT NUMBER



DRAFT 9-14-2016






FIGURE 10.2
CAPITAL IMPROVEMENT
PROGRAM 2021-2026

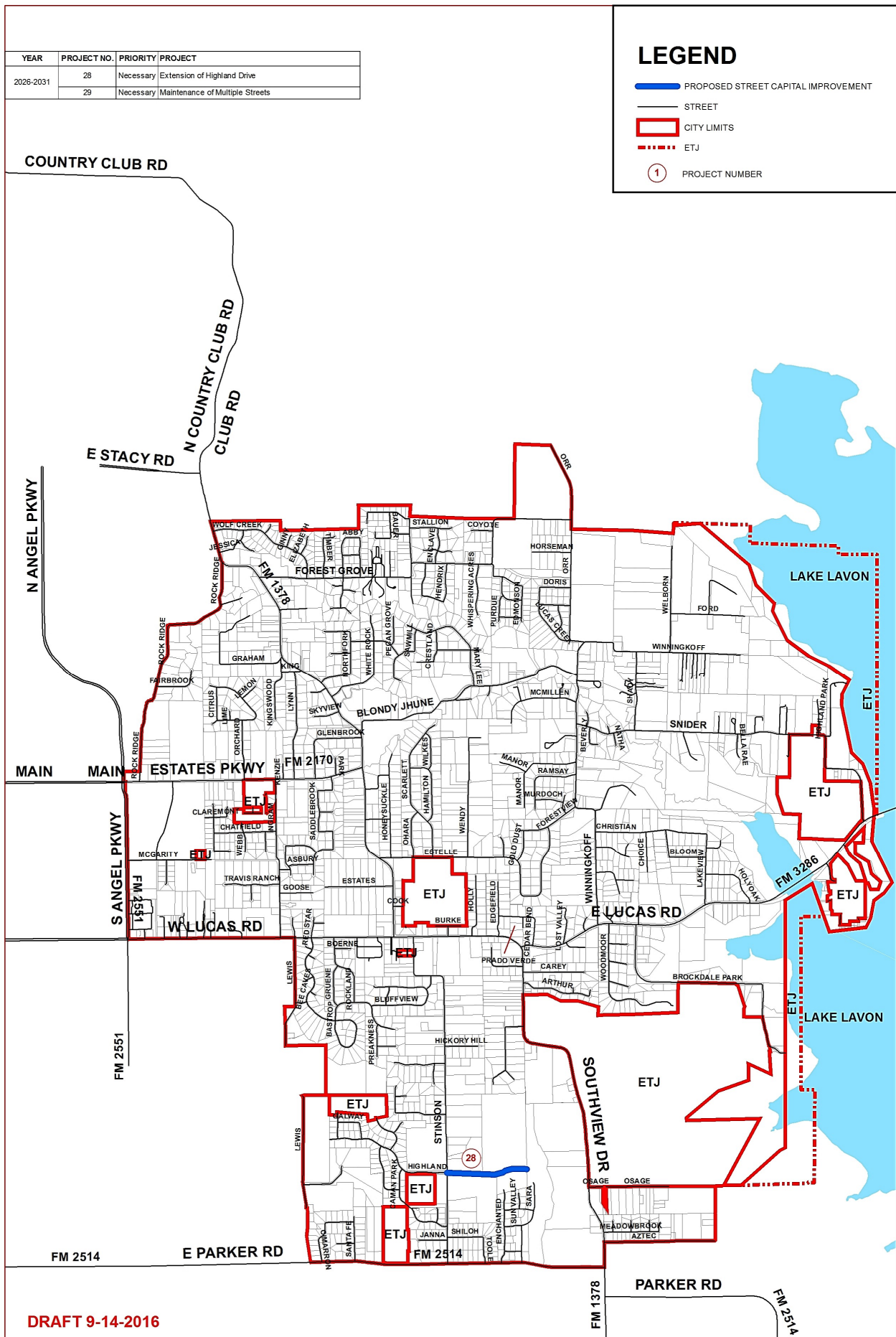


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YEAR	PROJECT NO.	PRIORITY	PROJECT
2026-2031	28	Necessary	Extension of Highland Drive
	29	Necessary	Maintenance of Multiple Streets

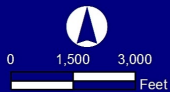
LEGEND

-  PROPOSED STREET CAPITAL IMPROVEMENT
-  STREET
-  CITY LIMITS
-  ETJ
-  PROJECT NUMBER



DRAFT 9-14-2016

FIGURE 10.3
CAPITAL IMPROVEMENT
PROGRAM 2026-2031



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DISCHARGE POINT TO THE NTMWD REGIONAL SEWER LINE

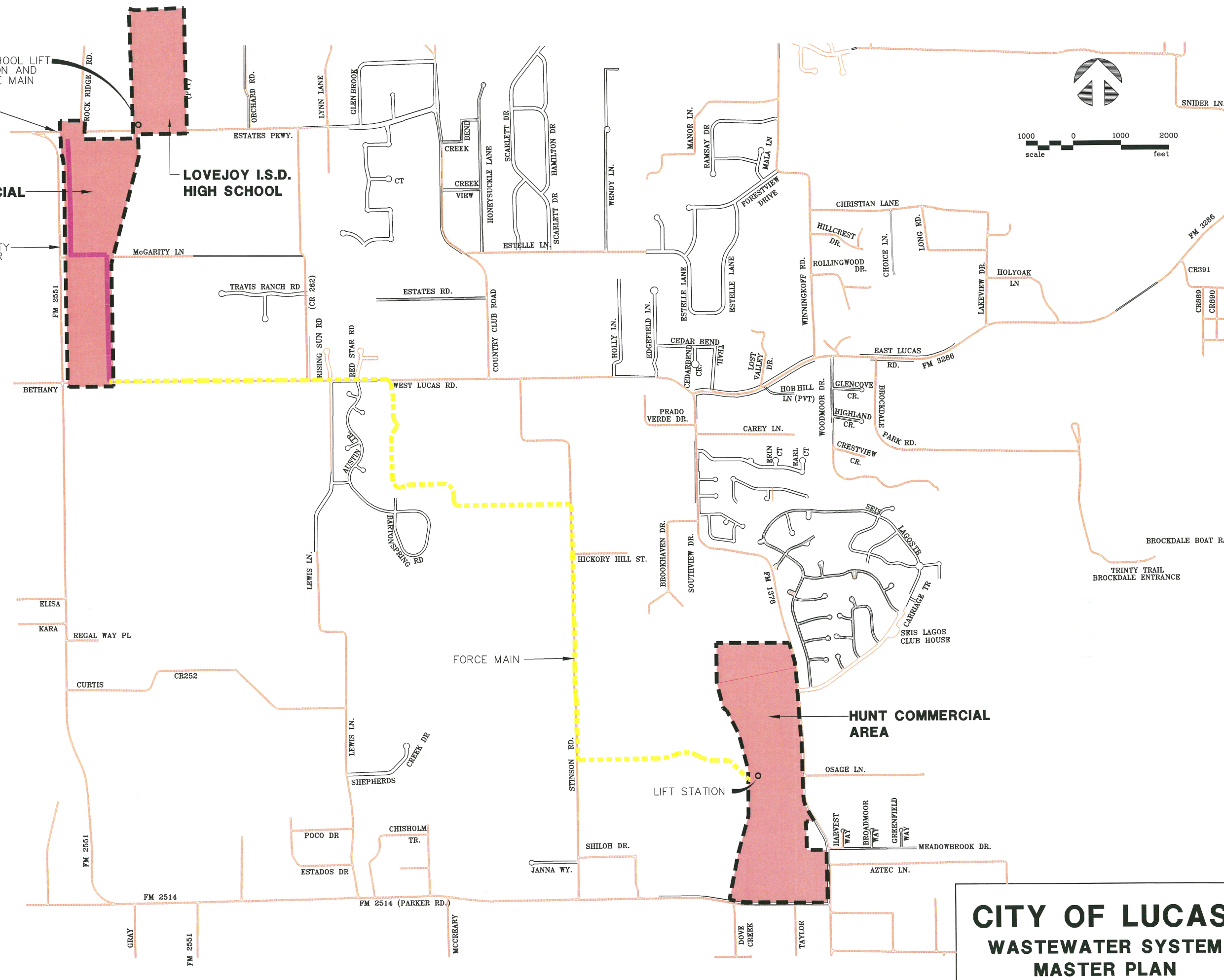
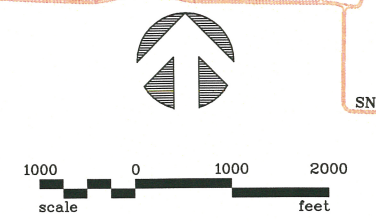
2551 COMMERCIAL AREA

PROPOSED GRAVITY SANITARY SEWER

LOVEJOY I.S.D. HIGH SCHOOL

HUNT COMMERCIAL AREA

CITY OF LUCAS WASTEWATER SYSTEM MASTER PLAN



FORCE MAIN

LIFT STATION

BROCKDALE BOAT RAMP
TRINITY TRAIL
BROCKDALE ENTRANCE



City of Lucas Council Agenda Request December 15, 2016

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss selecting an alternate date for the 2017 Founders Day event.

Background Information:

With the popularity of Country Christmas, and the decline in volunteerism, staff is seeking City Council consideration to change Founders Day to a spring event which will improve the management of these events by better allocating staff resources.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



Item No. 10-11-12-13-14

City of Lucas

Council Agenda Request

December 15, 2016

Requester: City Secretary Stacy Henderson

Consent Agenda Items:

10. Consider approval of the minutes of the November 17, 2016 City Council meeting.
11. Consider approval of the minutes of the December 1, 2016 City Council meeting.
12. Consider approving Resolution R-2016-12-00457 designating the Allen American as the official newspaper of the City of Lucas.
13. Consider adopting Ordinance 2016-12-00844 of the City Council of the City of Lucas, Collin County, Texas, increasing the maximum combined rates of the City's normal contributions and prior service contributions to the Texas Municipal Retirement System.
14. Consider approval of the City of Lucas Investment Report for quarter ending September 30, 2016.

Background Information:

NA

Citizen Summary:

All items listed under the Consent Agenda are considered routine and are recommended to the City Council for a single vote approval. Should the Council want to discuss an item on the Consent Agenda, it can be removed and placed on the Regular Agenda for further discussion.

Attachments/Supporting Documentation:

1. Minutes of the November 3, 2016, City Council meeting
2. Minutes of the December 1, 2016 City Council meeting
3. Resolution R-2016-12-00457 designating official newspaper
4. Ordinance 2016-12-00844 approving TMRS maximum combined rates
5. Quarterly Investment Report quarter ended September 30, 2016

Budget/Financial Impact:

NA

Recommendation:



Item No. 10-11-12-13-14

City of Lucas

Council Agenda Request

December 15, 2016

City Staff recommends approval of the Consent Agenda.

Motion:

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



**City of Lucas
City Council Meeting
November 17, 2016
7:00 P.M.**

City Hall - 665 Country Club Road – Lucas Texas
Minutes

Call to Order

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

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Philip Lawrence
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Human Resources Manager Cheryl Meehan

City Staff Absent:

City Attorney Joe Gorfida

Mayor Olk determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input:

There was no citizen input.

Community Interest

2. Community Interest Items:

Mayor Olk presented a Proclamation to Girl Scout Troop 8938 for the Arbor Day event held at the Lucas Community Park on November 12, 2016.

Mayor Olk announced that the City's Country Christmas event would be held on December 2, 2016 from 6:00 pm to 9:00 pm at the Community Park.

Public Works Director/City Engineer Stanton Foerster informed the City Council that drilling for the footings had begun at the Blondy Jhune Bridge and during the drilling process, an AT&T line

was found in the location for the footings. Mr. Foerster noted that contingency funds would be used to move the line and keep the project on time.

Development Services Director Joe Hilbourn informed the City Council of staff concerns related to recent water registers that had either failed or had no readings during the last month. Mr. Hilbourn stated that approximately 260 registers had no readings and 42 registers had failed. Mr. Hilbourn explained that water consumption would be estimated for those customers whose registers had not readings and staff was researching for other providers.

Mayor Olk asked that staff notify all residents whose accounts would be estimated.

Consent Agenda

3. **Consider approval of the minutes of the November 3, 2016 City Council meeting.**
4. **Consider approving an expenditure to purchase two emergency response vehicles from Bob Tomes Ford in the amount of \$83,400.00 to replace a 2003 Chevy Tahoe and a 1991 Ford F-350 Rehab truck approved in fiscal year budget 2016-2017 from account 11-8300-421.**

***MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Millsap to approve the Consent Agenda. The motion passed unanimously by a 7 to 0 vote.*

Regular Agenda

5. **Discuss options available to the City of Lucas concerning the Statutory Maximum Rate of Contribution for funding the Texas Municipal Retirement Services for 2017 and consider adopting Ordinance 2016-11-00844 removing the TMRS Statutory Maximum Contribution.**

Collin Davidson, Regional Manager with TMRS, discussed with the City Council the various options available regarding contribution rates for the City's retirement plan outlined below:

1. Remove the Statutory Maximum Contribution Rate by ordinance increasing the statutory maximum rate by 2.0% to 15.50%.
2. Increase the Statutory Maximum Contribution Rate, by ordinance annually every year, with a 15.5 percent cap.
3. Pay the Retirement Cost Contribution Rate each year on a "one-year-at-a-time option causing annually repeating benefits (updated service credits for employees and COLA increases for retirees) to be turned off.
4. Pay only the Statutory Maximum Contribution Rate of 13.50% causing annual repeating benefits (updated service credits for employees and COLA increases for retirees) to be turned off.

Mr. Davidson discussed with the Council actuarial changes, level and cost of current benefits, and long term impacts. The City Council also discussed current statutes and legislation in place.

MOTION: *A motion was made by Mayor Olk, seconded by Councilmember Baney to choose Option No. 2, placing a 15.5 percent cap on contribution rates and drafting an ordinance for approval. The motion passed unanimously by a 7 to 0 vote.*

6. Consider a variety of transportation survey questions and decide which to be posed to the citizens of the City of Lucas and provide guidance to staff on how to administer the transportation survey, prior to the Transportation Town Hall meeting on January 26, 2017.

Mayor Pro Tem Peele suggested keeping the survey to a maximum of ten questions and focus questions on regional transportation issues. Mayor Pro Tem Peele suggested the City Council formulate their questions and provide those to Public Works Director/City Engineer Stanton Foerster to have available at the December 1, 2016 City Council meeting.

Mayor Olk suggested questions also focus on the types of streets desired along with the width of the street, and remove questions related to equestrian trails and funding of new road construction.

Mayor Olk noted comments received by Tim Johnson, 2175 Toole stating that questions should be related to cut-through traffic and traffic related to FM roadways, connector streets and residential streets.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to provide suggested questions to the Public Works Director/City Engineer to include as part of the December 1, 2016 City Council meeting for discussion. The motion passed unanimously by a 7 to 0 vote.*

Mayor Olk moved to Agenda Item No. 8 at this time.

8. Update and provide guidance to staff regarding repairs to a 1940s fire truck commonly referred to as “Streaker” for use during special events.

Development Services Director Joe Hilbourn stated that staff had restoration of Streaker with the removal of the engine and transmission at a total cost of \$600 thus far.

Friends of the Lucas Fire-Rescue Board members Kathleen LoSapio and Paul Rathgeb stated that the board was raising funds to be used towards the restoration of Streaker, and have obtained an estimate in the amount of approximately \$8,000 for repairs; however, the estimate did not include engine work.

City Manager Joni Clarke stated that the vehicle is listed as a fixed asset for the City and any work done by the Friends or the Lucas Fire-Rescue Board would be considered a donation.

The City Council discussed the level of restoration needed and that further estimates should be acquired regarding a full restoration.

Councilmember Millsap discussed concerns related to placing an engine from another vehicle into Streaker that could make it difficult to restore other items on the fire truck. Councilmember Millsap suggested discontinuing restoration by staff until further estimates and an outlined plan could be determined.

Captain Ethan Carver, Lucas Fire-Rescue Department discussed costs associated with repainting and making the vehicle drivable that were estimated between \$7,000 to \$12,000.

Mayor Olk asked that the Friends of the Lucas Fire-Rescue Board come back to the Council with an estimate of the level of restoration needed, costs associated with the restoration, and the level of participation anticipated by the Friends of the Lucas Fire-Rescue Board.

Mayor Olk directed staff to delay restoration efforts to allow time for the Friends of the Lucas Fire-Rescue Board to obtain estimates and outline a timeline for restoration.

7. Discuss and give direction to the City Manager regarding the following:

- A. North Central Texas Council of Governments Regional 10-Year Plan
- B. Purpose of \$200 million as a placeholder in said plan for a north/south arterial west of Lavon Lake in Collin County
- C. Possible action relating to same before the Regional Transportation Council (RTC) in December 2016 and the Texas Transportation Commission (TTC) in February 2017

Public Works Director/City Engineer Stanton Foerster stated that staff attended the North Central Texas Council of Governments (NCTCOG) Regional 10-Year Plan meeting that laid out plans for the \$6.98 billion in transportation funds to be spent by 2040. Mr. Foerster noted that the first step in the plan was to list projects for the next 10 years. The NCTCOG staff proposes to set aside \$200 million for projects in Collin County and for the North/South Arterial with limits set to west of Lake Lavon. Collin County Roadway Action Plan No. 4 proposes setting aside funds in the amount of \$100 million for Urban Mobility Corridors and \$100 million for Commission Strategic Priority projects.

Mr. Foerster discussed modifications to the plan that he requested from the NCTCOG and that the NCTCOG would request approval of the 10-year plan including the \$200 million from the RTC on December 8, 2016 and from the Texas Transportation Commission in February 2017.

Mayor Olk directed staff to prepare a letter outlining modifications to the plan that the City of Lucas would like to discuss with Regional Transportation Council representative Allen Mayor, Stephen Terrell.

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

9. Executive Session.

No items were scheduled for Executive Session.

10. Adjournment.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 8:26 pm. The motion passed unanimously by a 7 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



**City of Lucas
City Council Meeting
December 1, 2016
6:30 P.M.**

**City Hall - 665 Country Club Road – Lucas Texas
Minutes**

Call to Order

Mayor Olk called the meeting to order at 6:32 p.m.

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster

City Staff Absent:

City Attorney Joe Gorfida

City Councilmember Absent:

Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input:

There was no citizen input.

Community Interest

2. Community Interest Items:

Mayor Olk announced that the City's Country Christmas event would be held on December 2, 2016 from 6:00 pm to 9:00 pm at the Community Park.

Councilmember Fisher noted that deer had been sited on the roadways in Lucas and to be cautious when driving.

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

3. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to conduct interviews for appointments to the Board of Adjustment and the Planning and Zoning Commission.

Mayor Olk announced that the City Council would be convening into Executive Session at 6:36 pm to conduct interviews of board applicants to the Board of Adjustment and Planning and Zoning Commission.

Regular Agenda

4. Reconvene into Regular Session and take any action necessary as a result of the Executive Session.

The City Council reconvened from Executive Session at 7:47 pm.

Mayor Olk noted that a comment card for public input was received and asked the resident to come forward.

Mr. Dan Zadorozny, 585 Stinson Road, Lucas, discussed a recent medical emergency his family faced recently, assistance from the Lucas Fire-Rescue personnel, and suggested locations for treatment.

5. Consider appointments and reappointments to the following Boards/Commissions for two year terms beginning January 1, 2017 through December 31, 2019:
 - A. Planning and Zoning Commission
 - B. Board of Adjustment
 - C. Parks and Open Space Board
 - D. Consider removal of a Parks Board member, Valerie Turnbow
 - E. Next steps for recruitment of Board Volunteer applicants

MOTION: *A motion was made by Mayor Olk, seconded by Mayor Pro Tem Peele regarding the following Planning and Zoning Commission appointments and reappointments:*

- *Reappoint Andre Guillemaud for a two year term beginning January 1, 2017 through December 31, 2019*
- *Reappoint Joe Williams for a two year term beginning January 1, 2017 through December 31, 2019*
- *Promote alternate member Scott Sperling to a regular member position*
- *Appoint Tim Johnson as an alternate member for a two year term beginning January 1, 2017 through December 31, 2019.*

The motion passed unanimously by a 6 to 0 vote.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap regarding the following Board of Adjustment appointments, reappointments and resignations:*

- *Reappoint Adam Sussman for a two year term beginning January 1, 2017 through December 31, 2019*

- *Appoint Mary Fuentes as a regular member for a two year term beginning January 1, 2017 through December 31, 2019.*
- *Accept resignation of Randy Barnes.*

The motion passed unanimously by a 6 to 0 vote.

MOTION: *A motion was made by Councilmember Baney, seconded by Councilmember Fisher regarding the following Parks and Open Space Board appointments, reappointments and resignations:*

- *Reappoint David Rhoads for a two year term beginning January 1, 2017 through December 31, 2019*
- *Reappoint Chris Vanborn for a two year term beginning January 1, 2017 through December 31, 2019*
- *Reappoint Brenda Rizos for a two year term beginning January 1, 2017 through December 31, 2019*
- *Promote alternate member Amber Patteson to a regular member position*
- *Appoint Joanne Doucet as an alternate member for a two year term beginning January 1, 2017 through December 31, 2019.*
- *Accept resignation of Valerie Turnbow*

The motion passed unanimously by a 6 to 0 vote.

Mayor Olk directed staff to setup interviews with Brian Blythe and Tommy Tolson for the December 15, 2016 City Council meeting during Executive Session.

The City Council discussed possible ways to recruit in the future including discussions at future Town Hall meetings and active recruitment from Council members.

- 6. Consider approval of the request by Steve Lenart on behalf of Lenart Development, LLC for preliminary plat approval of Enchanted Creek Estates, located on the north side of Parker Road between Stinson Road and FM 1378. The parcel of land being 135.743 acres and part of the James Anderson Survey Abstract No. 17, and the John McKinney Survey Abstract No. 596.**

Development Services Director Joe Hilbourn gave a brief presentation noting that the property was zoned R-1 and was proposing 66 lots with a lot density of one lot per 2.057 acres. Mr. Hilbourn noted two changes were proposed from the original concept plan requested by the City Engineer. Those changes included reducing the number of bridges from two to one, and adding a roundabout at the main intersection of the subdivision.

MOTION: *A motion was made by Councilmember Fisher, seconded by Councilmember Baney to approve the request by of Lenart Development, LLC for preliminary plat approval of Enchanted Creek Estates located on the north side of Parker Road between Stinson Road and FM 1378. The motion passed unanimously by a 6 to 0 vote.*

- 7. Consider a variety of transportation survey questions and decide which to be posed to the citizens of the City of Lucas and provide guidance to staff on how to administer the transportation survey, prior to the Town Hall meeting on January 26, 2017.**

The City Council discussed various questions that could be posed to the citizens regarding future transportation needs. The Council also discussed focusing on the thoroughfare plan and discussing a broader range of questions, rather than discussing smaller neighborhood streets at this time.

The City Council agreed to compile information and create survey questions after the Transportation Town Hall meeting on January 26, 2017.

Public Hearing

8. **Public Hearing to consider the request by James Roberts on behalf of Goose Real Estate Inc. for a zoning change from AO to R-2 for a parcel of land located at the east dead end of East Winningkoff Road and being part of the Thomas D. James Survey, Abstract No. 477, and an approximate 58.644 acre tract of land, and adopting Ordinance 2016-11-00846.**
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct Public Hearing
 - C. Take action regarding proposed zoning change

Development Services Director Joe Hilbourn gave a brief presentation noting that 17 lots were proposed as part of the development with an average density of over three acres per lot. Mr. Hilbourn stated that should the zoning request be approved, a request for a planned development would be brought forward to the December Planning and Zoning Commission meeting.

Mayor Olk opened the public hearing at 8:22 pm, there being no one wishing to speak, the public hearing was closed.

MOTION: *A motion was made by Councilmember Baney, seconded by Councilmember Duke to approve the request by Goose Real Estate Inc. for a zoning change from AO to R-2 for a parcel of land located at the east dead end of East Winningkoff Road, being part of the Thomas D. James Survey, Abstract No. 477, and adopting Ordinance 2016-11-00846. The motion passed unanimously by a 6 to 0 vote.*

9. Adjournment.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 8:23 pm. The motion passed unanimously by a 6 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



RESOLUTION R-2016-12-00457

[Designating Official Newspaper]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, DESIGNATING THE *ALLEN AMERICAN* AS THE OFFICIAL NEWSPAPER OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, FOR 2017 BEGINNING JANUARY 1, 2017 THROUGH DECEMBER 31, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.17 of the City Charter states that the City Council pursuant to state law shall designate by resolution a newspaper of general circulation in the City as the official newspaper of the City as provided by State law; and

WHEREAS, the City Council of the City of Lucas, Texas, therefore designate the official newspaper of the City;

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

SECTION 1. That the City Council of Lucas, Texas, hereby designates the *Allen American*, a public newspaper in and for the City of Lucas, Collin County, Texas, as the official newspaper of the City, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 15th day of December, 2016.

City of Lucas, Texas

Jim Olk, Mayor

ATTEST:

Stacy Henderson, City Secretary



ORDINANCE 2016-12-00844

[CONTRIBUTIONS TO TEXAS MUNICIPAL RETIREMENT SYSTEM]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, INCREASING THE MAXIMUM COMBINED RATES OF THE CITY’S NORMAL CONTRIBUTIONS AND PRIOR SERVICE CONTRIBUTIONS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM PURSUANT TO SECTION 855.501 OF TITLE 8, TEXAS GOVERNMENT CODE, AS AMENDED; AND PROVIDING FOR AN EFFECTIVE DATE

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

Section 1. Pursuant to the provisions of Section 855.501(j) of Subtitle G of Title 8, Texas Government Code, as amended (which Subtitle shall herein be referred to as the “TMRS Act”), the City of Lucas, Texas, agrees to be liable for the combined normal contribution rate and prior service contribution rate for the City’s participation in the Texas Municipal Retirement System (herein referred to as the “System”), as those rates are approved by the System’s Board of Trustees from time to time under the provisions of the TMRS Act, provided that the combined rate does not exceed 15.50%.

Section 2. This Ordinance shall take effect on January 1, 2017, in accordance with the provisions of the Charter of the City of Lucas.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 15th DAY OF DECEMBER, 2016.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(11-22-2016/81688)

Stacy Henderson, City Secretary

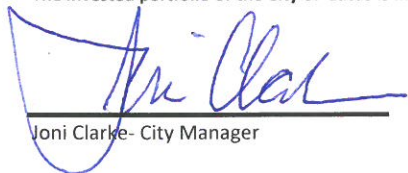
**CITY OF LUCAS
QUARTERLY INVESTMENT REPORT**

Quarter Ended
September 30, 2016

Bank Account Name	Rating	July 1, 2016	September 30, 2016	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$8,382,527.55	\$9,196,189.10	\$813,661.55	48.36%
ANB - 2015 CO Capital & Water Fund	AAAm	\$2,009,174.42	\$1,681,627.97	-\$327,546.45	8.84%
ANB - Reserve General Fund	AAAm	\$2,000,100.00	\$2,000,100.00	\$0.00	10.52%
ANB - RTR West Lucas Capital Fund	AAAm	\$63,075.82	\$63,097.53	\$21.71	0.33%
ANB - RTR FM 2551 Capital Fund	AAAm	\$1,164,475.24	\$1,156,459.93	-\$8,015.31	6.08%
TOTAL Bank Accounts		\$13,619,353.03	\$14,097,474.53	\$478,121.50	74.13%
Interest Rate		0.20%	0.20%	\$0.00	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Pools					
Logic - General Fund	AAAm	\$189,374.86	\$189,587.80	\$212.94	1.00%
Logic - Water Fund	AAAm	\$1,347,522.09	\$1,349,036.91	\$1,514.82	7.09%
Interest Rate		0.5740%	0.7248%	\$0.001508	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$1,942,249.65	\$1,943,537.75	\$1,288.10	10.22%
Lone Star Invest- Water Fund	AAAm	\$729,680.92	\$730,164.85	\$483.93	3.84%
Interest Rate		0.3677%	0.4044%	\$0.00037	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$927,164.22	\$706,854.15	-\$220,310.07	3.72%
Interest Rate		0.3690%	0.3799%	\$0.00011	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
TOTAL Pools		\$5,135,991.74	\$4,919,181.46	-\$216,810.28	25.87%

Total Bank Acct. and Pools	\$18,755,344.77	\$19,016,655.99	\$261,311.22	100.00%
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The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies


Joni Clarke- City Manager


Liz Exum- Finance Director