



AGENDA

**City of Lucas
City Council Meeting
January 19, 2017
7:00 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, January 19, 2017 at 7:00 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 an interview for appointment to the Board of Adjustment.
4. Reconvene into open session and take any action necessary as a result of the Executive Session.

Consent Agenda

5. Consider approval of the minutes of the January 5, 2017 City Council meeting. (City Secretary Stacy Henderson)
6. Consider authorizing the City Manager to enter into an agreement with Judge Dana Huffman for Municipal Court services for the City of Lucas and establish requirements and compensation. (Human Resources Manager Cheryl Meehan)

Regular Agenda

7. Receive an update from Barnes Waste Disposal Services regarding the need to discontinue the recycling program and provide direction to staff. (City Manager Joni Clarke)
8. Consider authorizing the City Manager to enter into a construction contract with TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$184,395.00 plus a 20% contingency. (Public Works Director/City Engineer Stanton Foerster)
9. Consider authorizing the City Manager to negotiate and execute a contract with HD Supply for the provision of water meters for the City of Lucas water system. (Development Services Director Joe Hilbourn)
10. Discuss and finalize the Land Use Map for the Comprehensive Plan. (Development Services Director Joe Hilbourn)
11. Discuss and finalize the Policies and Procedures section of the Capital Improvement Plan (Development Services Director Joe Hilbourn)
12. 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 January 13, 2017.

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 January 19, 2017

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 January 19, 2017

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 January 19, 2017

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 an interview for appointment to the Board of Adjustment.

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 January 19, 2017

Requester: Mayor Jim Olk

Agenda Item:

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

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request January 19, 2017

Item No. 05-06

Requester: City Secretary Stacy Henderson, Human Resources Manager Cheryl Meehan

Consent Agenda Items:

5. Consider approval of the minutes of the January 5, 2017 City Council meeting. (City Secretary Stacy Henderson)
6. Consider authorizing the City Manager to enter into an agreement with Judge Dana Huffman for Municipal Court services for the City of Lucas and establish requirements and compensation. (Human Resources Manager Cheryl Meehan)

Background Information:

Agenda Item No. 6

The existing contract with Judge Dana Huffman has expired and a new contract has been drafted that will expire on September 30, 2017, with the option to extend the contract for one additional two-year term.

The City of Lucas processes any ticketed code violations through the Lucas Municipal Court, which require the services of a presiding judge. Traffic violations are processed through the Justice of the Peace Precinct 3-1.

The terms and compensation of the contract have not changed from the previous contract. Compensation rates include \$500 per month when the City requests services associated with an active court docket. The judge will also be compensated at a rate of \$125 per hour with a two-hour minimum for consultation services.

Attachments/Supporting Documentation:

1. Minutes of the January 5, 2017 City Council meeting
2. Municipal Court Judge contract

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the Consent Agenda.



Item No. 05-06

City of Lucas Council Agenda Request January 19, 2017

Motion:

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



**City of Lucas
City Council Meeting
January 5, 2017
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 (*arrived at 7:22pm*)
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Philip Lawrence
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Attorney Joe Gorfida
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Fire Chief Ted Stephens

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:

Peder Mockler with VFW Post 2195 stated that they were a non-profit community volunteer organization that serves the Lucas, Fairview, Murphy, Allen and Wylie communities. Mr. Mockler stated that their VFW post was looking for a location where their organization could locate and also take part in long-term work for the community.

Councilmember Fisher noted that the City Council would be willing to assist the VFW if possible and exchanged contact information with City Manager Joni Clarke for further information.

Gordon Mansfield, 2 Rollingwood Drive, Lucas, stated that the streetlight at the intersection of E. Lucas Road and Winningkoff Road had been turned off and was making it difficult to see at that intersection in the evening. Mr. Mansfield requested that the streetlight at E. Lucas Road and Winningkoff be turned back on.

Mayor Olk stated that Public Works Director/City Engineer Stanton Foerster would review the intersection for safety and discussed the policy in place for streetlighting.

Community Interest

2. Community Interest Items.

Councilmember Fisher announced that a meeting of the Collin County Commissioners Court and area legislative representatives would be taking place on January 6 at 9:00 am and encouraged citizens to participate.

Mayor Olk announced that a Transportation Town Hall meeting would be taking place on January 26, 2017 at 6:30 pm.

Public Hearing

3. Public Hearing to consider the request by James Roberts on behalf of Goose Real Estate Inc. for a request to rezone approximately 58.6 acres of land currently zoned R-2 to a residential Planned Development with R-2 remaining as the base zoning, located at the east dead end of East Winningkoff Road and being part of the Thomas D. James Survey, Abstract No. 477 and adopting Ordinance 2017-01-00847.

Development Services Director Joe Hilbourn gave a presentation noting that the property was approximately 58 acres in area and was currently vacant. The property was zoned R-2 and the applicant was requesting a Planned Development district with several deviations being requested from the R-2 zoning that included the following:

1. Allow lot width to be not less than twenty-five feet at the front street property line, and the average width be not less than two hundred feet
2. Allow asphalt roads in lieu of concrete
3. Allow for early platting
4. The design and construction of the road base and finish surface (asphalt) of East Winningkoff Road extension be constructed to allow the base to be 26 feet wide and subgrade consisting of five percent cement stabilized base, with the pavement\asphalt being a minimum of three inches thick and 24 feet wide of type D asphalt in accordance with the current City of Lucas standard construction requirements.

Mr. Hilbourn noted that the Planning and Zoning Commission approved the Planned Development and deviations 1, 2 and 4, but denied the request for early platting.

Mr. Hilbourn also noted that as part of the Planned Development requirements, staff was requesting that the maximum number of lots allowed within the Logan Ford Cattle Ranch Phase Three be 17 lots, which was also being proposed by the applicant.

Development Services Director Joe Hilbourn discussed with the Council the five flag lots proposed, that would have a roadway frontage of 25 feet and the remaining lots that would have roadway frontage of 200 feet.

Mayor Olk stated that he would like to add a stipulation to the Planned Development that flag lots, 3, 4, 5, 10 and 17 not be subdivided.

The City Council discussed the width and thickness of the roadway as well as using asphalt versus concrete. The Council discussed that Winningkoff Road was a dead-end, but would connect to Stinson Road when future development occurs. The Council was in agreement that the road width be widened

to 26 feet, and have a base of 28 feet wide, to include a 20-year pavement design, and have a maximum vehicle occupancy load of 10,000 vehicles per day.

Mayor Olk opened the public hearing at 7:37 pm and asked if anyone in the audience wanted to speak regarding this request. There being none, the public hearing was closed.

MOTION: *A motion was made by Mayor Olk, seconded by Councilmember Lawrence to approve the request by James Roberts on behalf of Goose Real Estate Inc. to rezone approximately 58.6 acres of land currently zoned R-2 to a residential Planned Development with R-2 remaining as the base zoning, located at the east dead end of East Winningkoff Road and being part of the Thomas D. James Survey, Abstract No. 477 and adopting Ordinance 2017-01-00847 with the following conditions:*

- *The roadway base shall be 28 feet wide*
- *The roadway shall be 26 feet wide of type D asphalt pavement in accordance with the current City of Lucas standard construction requirements*
- *The roadway have a 20-year pavement design with a maximum vehicle occupancy load of 10,000 cars per day.*
- *Lots 3, 4, 5, 10 and 17 may not be subdivided*

The motion passed unanimously by a 7 to 0 vote.

Consent Agenda

4. Consider approval of the minutes of the December 15, 2016 City Council meeting.

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

Regular Agenda

5. Consider the request by James Roberts on behalf of Logan Ford Ranch Estates for preliminary plat approval of Phase 3, consisting of 17 lots totaling 58.644 acres, and located at the east dead end of East Winningkoff Road, part of the Thomas D. James Survey, Abstract Number 477.

MOTION: *A motion was made by Councilmember Baney, seconded by Councilmember Duke to approve the preliminary plat of Logan Ford Ranch Estates Phase 3, consisting of 17 lots totaling 58.644 acres, and located at the east dead end of East Winningkoff Road, part of the Thomas D. James Survey, Abstract Number 477. The motion passed unanimously by a 7 to 0 vote.*

6. Consider authorizing the City Manager to enter into an agreement with Nixle Solutions for mass communication services for a period of three years effective January 27, 2017, and appropriate funds from the unrestricted general fund in the amount of \$6,209.

Development Services Director Joe Hilbourn gave a presentation outlining details of the mass notification system. Mr. Hilbourn noted that notifications could be sent to users that had signed up

for the service or anyone within a geographical area. Mr. Hilbourn explained that the system could be used to notify individuals of road closures, weather alerts, and other emergencies that arise.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to authorizing the City Manager to enter into an agreement with Nixle Solutions for mass communication services for a period of three years effective January 27, 2017, and appropriate funds from the unrestricted general fund in the amount of \$6,209. The motion passed unanimously by a 7 to 0 vote.*

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

Councilmember Fisher noted that the document language stated roadway width was 28 feet and suggested the wording be changed to up to 28 feet to allow for design flexibility within the plan.

Councilmember Millsap discussed priorities that need to be given to projects in order to budget funds appropriately in the current fiscal year as well as future fiscal years.

The City Council was in agreement with the first five priorities set for the water system projects.

Mayor Olk asked that feedback be given to staff regarding setting project priorities for the street and trail CIP.

There was no formal action taken on this item.

Executive Session

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

8. Pursuant to Section 551.071 of the Texas Government Code, the City Council will convene into Executive Session to obtain legal advice from the City Attorney regarding Ordinance 2016-10-00845, regulation of accessory buildings.

The City Council convened into Executive Session at 8:07pm.

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

The City Council reconvened from Executive Session at 8:27pm and there was no action taken as part of the Executive Session.

10. Adjournment.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 8:28pm. The motion passed unanimously by a 7 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary

STATE OF TEXAS §
 § **AGREEMENT FOR MUNICIPAL COURT JUDGE**
COUNTY OF COLLIN §

This Agreement for Municipal Court Judge (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Dana Huffman (“Judge”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

Recitals:

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

WHEREAS, Judge desires to render services as the Presiding Judge of the Lucas Municipal Court, in accordance with the terms and conditions set forth in this Agreement;

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

**Article I
Term**

1.1 The Initial Term of this Agreement shall commence on the last date of execution hereof (“Effective Date”), and shall end on September 30, 2017, for the remainder of a two-year term.

1.2 City shall have the option to extend the term of this Agreement for one (1) additional two (2) year term (“Renewal Term”) by providing written notice thirty (30) days prior to the expiration of the Initial Term.

**Article II
Scope of Services**

2.1 Judge shall preside over municipal court proceedings for and on behalf of the City as its Presiding Judge; and, to conduct services as may be required from time-to-time, including but not limited to, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the City’s Municipal Court.

2.2 Judge shall maintain eligibility and the appropriate licenses as may be required under State law to serve in the capacity as the Presiding Judge of the City’s Municipal Court for the Term of this Agreement.

2.3 Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

2.4 Judge is not precluded from performing such legal services in maintaining her private practice of law, and nothing construed herein shall preclude her from maintaining her private legal practice.

2.5 Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

Article III Municipal Court Docket

Judge agrees to preside over the City's Municipal Court docket once per month that has an Active Court Docket. Active Court Docket shall mean one (1) scheduled trial date per month where the Judge holds court for the purpose of pre-trials and/or trials. If additional court dates in excess of the Active Court Docket are necessary, the Judge shall be compensated as provided in Section 4.2.

Article IV Compensation and Method of Payment

4.1 City shall compensate Judge in the amount of Five Hundred Dollars (\$500.00) per month that has an Active Court Docket.

4.2 City shall compensate Judge at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for additional court duties with a 2-hour minimum payment.

4.3 City shall compensate the Judge for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving the Judge's invoice reflecting her time and billing, provided there are no errors or discrepancies.

4.4 The Parties agree that if the City's Municipal Court case load increases for any reason, the Parties shall review the terms of this Agreement and the Judge's compensation.

Article V Removal of Judge/Termination

5.1 The Parties acknowledge that the Judge can be removed for cause.

5.2 Furthermore, either Party may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Judge shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

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

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; 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 effect 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 Judge, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

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

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Judge:

Dana Huffman

1143 Rockingham, Suite 107
Richardson, TX 75080

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

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

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

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

[signature page to follow]

EXECUTED this _____ day of _____, 2016.

City of Lucas, Texas

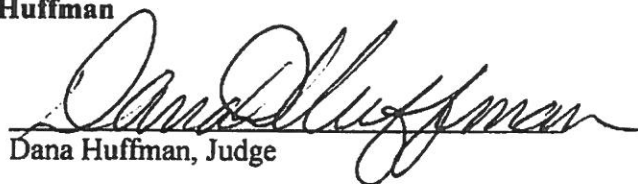
By: _____
Joni Clarke, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr.
(12-19-2016/82433)

EXECUTED this _____ day of _____, 2016.

Dana Huffman

By: 
Dana Huffman, Judge



City of Lucas Council Agenda Request January 19, 2017

Requester: City Manager Joni Clarke

Agenda Item:

Receive an update from Barnes Waste Disposal Services regarding the need to discontinue the recycling program and provide direction to staff.

Background Information:

Norman Barnes, of Barnes Waste Disposal will be providing an update regarding their recycling program. Barnes has been taking the City's recycling to a facility in Garland and that facility is now closed. Barnes Waste Disposal is requesting that the City discontinue allowing new customers to sign up for service. In addition, Barnes Waste Disposal is requesting to discontinue recycling services as of May 31, 2017, for existing customers as transporting recycled material to another location in Arlington is logistically difficult.

Staff is requesting direction on how to proceed with recycling options for Lucas residents.

Attachments/Supporting Documentation:

1. Barnes Waste Disposal Contract

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

EXHIBIT "A"

STATE OF TEXAS §
 § **SOLID WASTE COLLECTION AND**
 § **DISPOSAL AGREEMENT**
COUNTY OF COLLIN §

This Contract ("Contract") is entered into by and between the City of Lucas, Texas, ("City") and Barnes Waste Disposal Service ("Contractor"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee to provide services on the terms and conditions provided in this Agreement; and

WHEREAS, Contractor desires to render services for garbage collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or as option yard waste facilities from all single-family dwellings and City facilities under the terms and conditions provided 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
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

City shall mean the City of Lucas.

Contractor shall mean any person, corporation, partnership or similar entity that contract for valuable consideration to pick up or collect municipal solid waste on a regular basis from any collection point within the corporate or service limits of the City of Lucas. As used herein, "Contractor" refers specifically to Barnes Waste Disposal Service.

Municipal solid waste shall mean solid waste resulting from or incidental to municipal, community (residential), household and recreational activities including garbage, rubbish, ashes and other solid waste other than industrial solid waste as defined by state or federal law.

Article II
Term

2.1 The Initial Term of this Agreement shall be five (5) years, commencing on October 1, 2012 (“Commencement Date”), and terminating on September 30, 2017.

2.2 Upon expiration of the Initial Term, City shall have the option to renew this Agreement for two (2) additional terms of one (1) year each (each a “Renewal Term”).

Article III
Scope of Services

3.1 Contractor is hereby granted the privilege and duty within the territorial jurisdiction of City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide solid waste collection and disposal for residential customers in accordance with this Contract and to perform all of the work called for and described in the contract documents. Contractor agrees to at all times insure that its waste collection franchise is current and in compliance with all applicable regulations of the State of Texas, and ordinances of the City of Lucas, Texas. It is understood that this franchise is non-exclusive.

3.2 Contractor shall at all times be duly licensed or permitted to deposit municipal solid waste at or in a land fill regulated and approved by the Texas Natural Resource Conservation Commission and any other appropriate state or federal authorities.

3.3 Contractor agrees that the City shall retain the right to place limitations on the collection, including prohibiting collection trucks on certain streets where heavy trucks will damage the street.

Article IV
Schedule of Work

Contractor agrees to commence services on the Commencement Date and to complete the required services as set forth in herein.

Article V
Rates and Services

5.1 Service Requirements. Contractor shall provide residential refuse collections at *curbside* or if qualified, *house side*, according to individual Customer’s request. All trash, garbage and refuse must be bagged and placed in an appropriate container. Contractor shall have no obligation to pick up or otherwise collect motor vehicle tires, oil, batteries, hazardous chemicals or items containing refrigerants. Contractor shall perform collection service hereunder no less frequently than once per week and shall collect brush and bulky items in a volume of (2) cubic yards [6’x3’x3’], no less frequently than twice per month. Brush shall be cut and bundled not greater than 4 feet in length and not heavier than 40 pounds per bundle. As used herein, a bulky item refers to appliances (*not containing refrigerants*) water tanks, yard maintenance

machines, furniture and other waste materials other than dead animals or hazardous waste. Contractor shall have no obligation to collect or dispose of construction or remodel debris if generated by a business, individual or entity providing such services to the property owner. For Household Hazardous Waste collection, the residents should call Contractor for special pick up instructions. Excessive amounts as determined by Contractor, may require extra charges negotiated by Contractor and the individual resident. Refrigeration appliances not certified and tagged by an HVAC technician may be subject to a \$35.00 disposal fee, billed to the individual resident by Contractor.

5.2 Containers. Customers shall use approved receptacles for collections consisting of 95-gallon polycarts. Contractor shall provide all Customers with one (1) polycart, at the option of each Customer at no additional charge. For expanded service, as defined herein, Contractor shall provide one (1) polycart per household at no charge. If additional containers are desired, the Customer may purchase them directly from Contractor or provide their own container for excess refuse. In the event that any Customer's complimentary polycart or barrel is lost, stolen or destroyed such that its use is rendered impractical or unsanitary, Contractor shall replace one (1) container per Customer during the term of this Contract, exclusive of any additional terms or extensions hereof. In the event that any Customer shall request replacement of a second polycart or barrel after having received on prior replacement, Contractor shall negotiate a fair and reasonable price with each such Customer and shall charge each such Customer directly.

5.3 Pricing Structure. Monthly rates, per Customer, shall be as follows: (rates reflect the addition of sales tax and the combined franchise/right-of-way use fee and administrative fee):

<u>Basic Service:</u>	Monthly rates for Basic Service	\$17.00
<u>Expanded Service:</u>	Monthly rates for Expanded Service	\$19.45
<u>Additional Service:</u>	Monthly rates for each additional 100 gallon of refuse Collected above the Expanded Service	\$ 6.05

"Basic" service consists of collection of one (1) 95-gallon polycart or [up to 120 gallons] of refuse disposed of each week. "Expanded" service consists of the use of any approved container in addition to the approved container(s) used for basic service [up to 240 gallons], without change to collection frequencies or collection of brush and bulky items. Additional approved containers for "Expanded" service shall consist of either one (1) 95-gallon polycart or equivalent size containers totaling 240 gallons. Customers shall inform the City or Contractor, of their request for "Expanded" service. Contractor shall have no obligation to collect or dispose of refuse in excess of either service amount chosen by the customer.

5.4 Recycling Services and Rates

(a) Service Requirements. Contractor shall provide collection of recyclable materials, as defined herein, on a bi-weekly basis to Customers participating in the voluntary curbside recycling program. Contractor shall have no obligation to

pick up recyclable materials from Customers who have not completed the necessary documents and/or paid the required fees to receive said service. It shall be at the sole discretion of Contractor which materials are accepted with the recycling program. Any items deemed non-recyclable may be placed with trash or left for Customer to determine the best method of disposal.

- (b) Containers. All recyclable materials shall be placed in clear or clear blue recycling bags purchased by the Customer; OR in a self-provided container of the Customers choosing, so long as said container is compatible with the tipping mechanism of the collection vehicle OR if Customers container is not compatible with collectors tipping mechanism, the container with contents shall weigh no more than 40 lbs.
- (c) Pricing Structure. Monthly rates, per Customer desiring to participate, shall be as follows:

Bi-weekly collection:	Not to exceed \$5.00 per month
96-gallon Recycle containers:	\$85.00 ea.
Clear Blue Recycle bags	Fair Market Price

(d) Billing & Collection Responsibility. All billing and collection of fees for Recycling services and/or containers shall be the responsibility of Contractor. Recycling services shall be billed semi-annually and will be prorated for Customers initiating service after semi-annual billing has been assessed.

Article VI Contractor Duties

6.1 Contractor shall at all times maintain in a current and valid status, all permits required by any other governmental agency or political subdivision having jurisdiction over Contractor's operations, including but not limited to the Texas Natural Resource Conservation Commission.

6.2 Contractor shall not allow any municipal solid waste to spill or fall from the Contractor's equipment within the corporate limits of the City. In the event that spillage should occur, the Contractor shall completely remove such spillage.

6.3 Contractor shall insure that any of its trucks and equipment used for collection within the City, and under this franchise meets the approval of the City. Contractor agrees to only use trucks and equipment that will prevent spillage and damage to the streets and ways used by such trucks and equipment. Contractor shall also abide by any City regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations. Unless such regulations become necessary, the Contractor shall establish such locations.

6.4 Contractor shall clearly mark all of its collection vehicles with the Contractor's name, address and telephone number. The trucks used by Contractor to collect waste within the City shall be no larger than a "single axle" type, and shall not exceed 26,000 pounds in weight.

6.5 Contractor shall comply with all additional terms and conditions set forth herein.

Article VII
Restoration of Public Ways

Contractor shall not cause damage, beyond normal wear and tear, to any street or roadway within the City. In the event the Contractor causes damage to any street or roadway within the City, the Contractor shall be given written notice to immediately cause such damage to be repaired under the supervision of the City. If such damage is not repaired within the time stated, the City may terminate this Agreement for cause pursuant to Article XI.

Article VIII
Availability of Funds

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

Article IX
Insurance

9.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in herein and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Agreement.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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.

9.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article X
Indemnification

10.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

10.2 SAID INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

10.3 IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

10.4 THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article XI Termination

11.1 City may terminate this Agreement, or any portion thereof, at any time with or without cause, by serving a notice of termination on Contractor by registered or certified mail addressed to Contractor at the address set forth herein. If termination is for cause, the notice shall state the specific reasons in support of City's claim that Contractor has failed to perform its obligations (and/or cure any material breach) under this Agreement. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held. If City terminates this Agreement without cause, Contractor shall be paid for work performed up to the time of termination. In no event shall Contractor be entitled to lost or anticipated profits in the event this Agreement is terminated without cause.

11.2 Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement.

Article XII Miscellaneous

12.1 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.

12.2 Assignment. Contractor may not assign this Agreement without the prior written consent of the City. In the event of an assignment by Contractor 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.

12.3 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.

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

EXHIBIT A

CITY OF LUCAS, TEXAS

RESOLUTION # R-2012-05-00388 BARNES WASTE DISPOSAL SERVICE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

APPROVED: MAY 17, 2012

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

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

12.7 Independent Contractor. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor 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.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

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

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

If intended for Contractor:
Barnes Waste Disposal Service
P. O. Box 1235
Allen, Texas 75013

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

12.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times inspect and examine the books and records of Contractor for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement. Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

12.11 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.12 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Disaster, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this 17th day of May, 2012.



City of Lucas, Texas

Jeff Jenkins
Jeff Jenkins, City Manager

Approved as to form:

By: *Joe Gorfida, Jr.*
Joe Gorfida, Jr., City Attorney
(JJG/04-11-12/54967)

EXECUTED this 30th day of May, 2012.

Barnes Waste Disposal Service

By: *Anastasia G. Barnes*
Name: ANASTASIA G. BARNES
Title: owner



City of Lucas City Council Agenda Request January 19, 2017

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Consider authorizing the City Manager to enter into a construction contract with TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$184,395.00 plus a 20% contingency.

Background Information:

The Parker Road 12-Inch Waterline Phase 1, Section 1 Project consists of replacing the two-inch waterline in the alley between Stinson Road and Toole Drive. The project also includes the new location of a waterline from Toole Drive to Enchanted Way. This project is needed in reaction to the Texas Department of Transportation widening of Parker Road within the City of Lucas from FM 1378 to Lewis Lane. The existing Lucas waterlines are in conflict with the TxDOT project and the waterlines are within the TxDOT right-of-way. The Parker Road 12-Inch Waterline Phase 1-1 Project will be constructed outside of the TxDOT right-of-way in easements controlled by the City of Lucas.

Sealed bids were received by the Purchasing Coordinator at City Hall until January 5, 2017, at 2:00 P.M. The Lucas City Council reserves the right to reject any or all bids.

The apparent low bidder was TLC Pipeline, Inc. with a bid of \$184,395.00 for waterline work. Staff received 13 bids with the highest bid being \$474,066.00.

There is one easement along the south side of 2275 Toole Drive that has not been acquired yet. Staff will set the notice to proceed in relation to the acquisition of the easement. If the easement cannot be acquired, an alternate geometry for the waterline will be determined.

Attachments/Supporting Documentation:

- a. Bid Opening Table from January 5, 2017
- b. Bid Tabulations

Budget/Financial Impact:

This project is funded using account 21-8210-490-122, Parker Road Phase 1-Section 1. The FY 2016-2017 budget consists of the following:

Original Budget	\$400,000
BW2 Contract encumbered for design	(\$33,500)



City of Lucas City Council Agenda Request January 19, 2017

TLC Pipeline construction contract	(\$184,395)
Contingency (20% on construction contract)	<u>(\$36,879)</u>
Total Remaining Balance Account 21-8210-490-122	\$145,226

Recommendation:

City Staff recommends authorizing the City Manager to enter into a construction contract with TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 Project.

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a construction contract with TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 Project in the amount not to exceed \$184,395.00 plus a 20% contingency in the amount of \$36,879.00.

OPENING BIDS 2:00PM

PARKER ROAD WATER LINE PHASE 1-1

JANUARY 05, 2017

NUMBER	CONTRACTOR NAME	BID AMOUNT	BID BOND	NOTES
1	TLC PIPELINE, INC.	\$184,395.00	X	
2	BSK USA, LLC	\$217,535.00	X	
3	DICKERSON CONST. CO.	\$261,756.50	X	
4	LKG RESOURCES, LLC	\$261,998.00	X	
5	QUALITY EXCAVATION, LTD	\$267,458.71	X	
6	REYTECH SERVICES LLC	\$269,968.50	X	
7	ATKINS BROS EQUIPMENT CO.	\$273,050.00	X	
8	KIK UNDERGROUND, LLC	\$295,729.85	X	
9	FOUR STAR ESCAVATING	\$326,599.00	X	
10	EXCEL 4 CONSTRUCTION, LLC	\$333,964.00	X	
11	CANARY CONSTRUCTION, INC	\$359,219.00	X	
12	HQS CONSTRUCCTION, LLC	\$405,106.00	X	
13	SABER DEVELOPMENT CORP.	\$474,066.00	X	

PARKER ROAD WATER LINE PHASE 1-1 - BID OPENING 1/5/17, 2:00 P.M.													
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	TLC PIPELINE, INC.		BSK USA, LLC		DICKERSON CONST.		LKG RESOURCES		QUALITY EXCAVATION	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Bonds and Insurance	L.S.	1	\$6,000.00	\$6,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$23,000.00	\$23,000.00
2	All Traffic Control, Barricading and Signing Measures	L.S.	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
3	Temporary erosion control including operational control of SW3P	L.S.	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
4	Close Existing Valve, Remove Riser and Bury	EA.	4	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$200.00	\$800.00
5	Cut and Plug Existing 2" Water Line	EA.	1	\$500.00	\$500.00	\$350.00	\$350.00	\$300.00	\$300.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
6	Cut and Plug Existing 4" Water Line	EA.	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$300.00	\$600.00	\$1,500.00	\$3,000.00
7	Cut and Plug Existing 6" Water Line	EA.	2	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$400.00	\$800.00	\$400.00	\$800.00	\$1,500.00	\$3,000.00
8	Cut and Plug Existing 12" Water Line	EA.	2	\$2,000.00	\$4,000.00	\$920.00	\$1,840.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
9	Furnish and Install Trench Safety System, design and implementation	L.F.	2,115	\$1.00	\$2,115.00	\$2.00	\$4,230.00	\$1.00	\$2,115.00	\$1.00	\$2,115.00	\$0.40	\$846.00
10	Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12" x 12" Tee and 12" Valve	EA.	1	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$5,250.00	\$5,250.00	\$6,500.00	\$6,500.00	\$5,500.00	\$5,500.00
11	Cut Out and Remove Existing 8" Water Line as needed, Furnish and Install 8" x 8" Tee	EA.	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00	\$3,100.00	\$3,100.00
12	Cut Out and Remove Existing 4" Water Line as needed, Furnish and Install 8" x 4" Reducer, 4" 90 Degree Bend, and 4" Valve	EA.	1	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$3,300.00	\$3,300.00
13	Remove Existing Fire Hydrant and Return to City	EA.	2	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$800.00	\$1,600.00	\$700.00	\$1,400.00	\$950.00	\$1,900.00
14	Furnish and Install 12" 11.25 Degree Bend	EA.	2	\$500.00	\$1,000.00	\$900.00	\$1,800.00	\$1,025.00	\$2,050.00	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00
15	Furnish and Install 22.5 Degree Bend	EA.	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,050.00	\$2,100.00	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00
16	Furnish and Install 12" 90 Degree Bend	EA.	3	\$500.00	\$1,500.00	\$1,300.00	\$3,900.00	\$1,300.00	\$3,900.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
17	Furnish and Install 12" x 8" Reducer	EA.	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
18	Furnish and Install 8" 90 Degree Bend	EA.	1	\$800.00	\$800.00	\$650.00	\$650.00	\$625.00	\$625.00	\$700.00	\$700.00	\$1,500.00	\$1,500.00
19	Furnish and Install 12"x12" Tee	EA.	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
20	Furnish and Install 12"x8" Tee	EA.	1	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,800.00	\$1,800.00	\$3,400.00	\$3,400.00
21	Furnish and Install 12"x6" Tee	EA.	3	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$1,600.00	\$4,800.00	\$1,250.00	\$3,750.00
22	Furnish and Install 12" MJ Plug	EA.	1	\$300.00	\$300.00	\$650.00	\$650.00	\$500.00	\$500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
23	Furnish and Install 12" Gate Valve	EA.	5	\$2,000.00	\$10,000.00	\$2,250.00	\$11,250.00	\$2,250.00	\$11,250.00	\$2,300.00	\$11,500.00	\$2,000.00	\$10,000.00
24	Furnish and Install 8" Gate Valve	EA.	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,800.00	\$1,800.00
25	Furnish and Install 1" Air and Vacuum Release Valve Assembly	EA.	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$4,150.00	\$4,150.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
26	Furnish and Install 12" AWWA C900 DR-18 w/Class "B+" Embedment	L.F.	2097	\$30.00	\$62,910.00	\$37.00	\$77,589.00	\$68.00	\$142,596.00	\$50.00	\$104,850.00	\$48.00	\$100,656.00
27	Furnish and Install 8" AWWA C900 DR-18 w/Class "B+" Embedment	L.F.	17	\$60.00	\$1,020.00	\$50.00	\$850.00	\$61.50	\$1,045.50	\$39.00	\$663.00	\$60.00	\$1,020.00
28	Furnish and Install 12" AWWA C900 DR-18 w/20" Steel Casing by Boing and Jacking	L.F.	23	\$250.00	\$5,750.00	\$162.00	\$3,726.00	\$375.00	\$8,625.00	\$500.00	\$11,500.00	\$355.75	\$8,182.25
29	Furnish and Install 8" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	L.F.	22	\$250.00	\$5,500.00	\$150.00	\$3,300.00	\$300.00	\$6,600.00	\$365.00	\$8,030.00	\$347.93	\$7,654.46
30	Furnish and Install Fire Hydrant w/lead and 6" Valve	EA.	3	\$4,000.00	\$12,000.00	\$3,000.00	\$9,000.00	\$4,000.00	\$12,000.00	\$3,600.00	\$10,800.00	\$3,700.00	\$11,100.00
31	Furnish and Install Long Water Service Line	EA.	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,750.00	\$1,750.00
32	Furnish and Install Short Water Service Line	EA.	13	\$500.00	\$6,500.00	\$750.00	\$9,750.00	\$600.00	\$7,800.00	\$680.00	\$8,840.00	\$750.00	\$9,750.00
33	Furnish and Install Short Water Service Line with New Meter Box	EA.	1	\$2,000.00	\$2,000.00	\$850.00	\$850.00	\$750.00	\$750.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00
34	Furnish and Install Water Service Line	L.F.	100	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$21.00	\$2,100.00	\$35.00	\$3,500.00	\$20.00	\$2,000.00
35	Furnish and Place Block Sodding, Including all Fertilization and Watering Until Established	S.Y.	3000	\$2.50	\$7,500.00	\$5.00	\$15,000.00	\$2.50	\$7,500.00	\$5.00	\$15,000.00	\$5.00	\$15,000.00
36	Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	S.Y.	5000	\$1.50	\$7,500.00	\$1.50	\$7,500.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$0.65	\$3,250.00
					\$184,395.00		\$217,535.00		\$261,756.50		\$261,998.00		\$267,458.71

PARKER ROAD WATER LINE PHASE 1-1 - BID OPENING 1/5/17, 2:00 P.M.													
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	REYTECH SERVICES		ATKINS BROS. EQUIP.		KIK UNDERGROUND		FOUR STAR EXCAVATING		EXCEL 4 CONST.	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Bonds and Insurance	L.S.	1	\$13,750.00	\$13,750.00	\$20,000.00	\$20,000.00	\$12,615.00	\$12,615.00	\$13,000.00	\$13,000.00	\$8,500.00	\$8,500.00
2	All Traffic Control, Barricading and Signing Measures	L.S.	1	\$1,750.00	\$1,750.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00	\$9,500.00	\$9,500.00
3	Temporary erosion control including operational control of SW3P	L.S.	1	\$24,135.00	\$24,135.00	\$2,000.00	\$2,000.00	\$16,459.00	\$16,459.00	\$4,400.00	\$4,400.00	\$8,000.00	\$8,000.00
4	Close Existing Valve, Remove Riser and Bury	EA.	4	\$200.00	\$800.00	\$100.00	\$400.00	\$200.00	\$800.00	\$260.00	\$1,040.00	\$2,000.00	\$8,000.00
5	Cut and Plug Existing 2" Water Line	EA.	1	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$260.00	\$260.00	\$450.00	\$450.00
6	Cut and Plug Existing 4" Water Line	EA.	2	\$950.00	\$1,900.00	\$2,000.00	\$4,000.00	\$667.00	\$1,334.00	\$350.00	\$700.00	\$475.00	\$950.00
7	Cut and Plug Existing 6" Water Line	EA.	2	\$1,100.00	\$2,200.00	\$2,000.00	\$4,000.00	\$1,269.00	\$2,538.00	\$430.00	\$860.00	\$500.00	\$1,000.00
8	Cut and Plug Existing 12" Water Line	EA.	2	\$2,065.00	\$4,130.00	\$2,500.00	\$5,000.00	\$2,023.00	\$4,046.00	\$700.00	\$1,400.00	\$850.00	\$1,700.00
9	Furnish and Install Trench Safety System, design and implementation	L.F.	2,115	\$0.50	\$1,057.50	\$1.00	\$2,115.00	\$1.00	\$2,115.00	\$1.00	\$2,115.00	\$1.00	\$2,115.00
10	Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12" x 12" Tee and 12" Valve	EA.	1	\$5,290.00	\$5,290.00	\$4,000.00	\$4,000.00	\$5,669.00	\$5,669.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
11	Cut Out and Remove Existing 8" Water Line as needed, Furnish and Install 8" x 8" Tee	EA.	1	\$2,575.00	\$2,575.00	\$3,000.00	\$3,000.00	\$2,664.00	\$2,664.00	\$1,600.00	\$1,600.00	\$4,200.00	\$4,200.00
12	Cut Out and Remove Existing 4" Water Line as needed, Furnish and Install 8" x 4" Reducer, 4" 90 Degree Bend, and 4" Valve	EA.	1	\$2,130.00	\$2,130.00	\$2,000.00	\$2,000.00	\$2,510.00	\$2,510.00	\$1,900.00	\$1,900.00	\$4,500.00	\$4,500.00
13	Remove Existing Fire Hydrant and Return to City	EA.	2	\$600.00	\$1,200.00	\$100.00	\$200.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$500.00	\$1,000.00
14	Furnish and Install 12" 11.25 Degree Bend	EA.	2	\$575.00	\$1,150.00	\$500.00	\$1,000.00	\$667.00	\$1,334.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00
15	Furnish and Install 22.5 Degree Bend	EA.	2	\$590.00	\$1,180.00	\$500.00	\$1,000.00	\$685.00	\$1,370.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
16	Furnish and Install 12" 90 Degree Bend	EA.	3	\$910.00	\$2,730.00	\$500.00	\$1,500.00	\$842.00	\$2,526.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
17	Furnish and Install 12" x 8" Reducer	EA.	1	\$410.00	\$410.00	\$400.00	\$400.00	\$552.00	\$552.00	\$500.00	\$500.00	\$600.00	\$600.00
18	Furnish and Install 8" 90 Degree Bend	EA.	1	\$565.00	\$565.00	\$400.00	\$400.00	\$441.00	\$441.00	\$600.00	\$600.00	\$375.00	\$375.00
19	Furnish and Install 12"x12" Tee	EA.	1	\$1,375.00	\$1,375.00	\$700.00	\$700.00	\$1,106.00	\$1,106.00	\$1,300.00	\$1,300.00	\$1,325.00	\$1,325.00
20	Furnish and Install 12"x8" Tee	EA.	1	\$1,600.00	\$1,600.00	\$650.00	\$650.00	\$878.00	\$878.00	\$1,200.00	\$1,200.00	\$900.00	\$900.00
21	Furnish and Install 12"x6" Tee	EA.	3	\$1,445.00	\$4,335.00	\$640.00	\$1,920.00	\$853.00	\$2,559.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
22	Furnish and Install 12" MJ Plug	EA.	1	\$500.00	\$500.00	\$300.00	\$300.00	\$443.00	\$443.00	\$500.00	\$500.00	\$350.00	\$350.00
23	Furnish and Install 12" Gate Valve	EA.	5	\$2,275.00	\$11,375.00	\$3,000.00	\$15,000.00	\$2,400.00	\$12,000.00	\$2,400.00	\$12,000.00	\$3,100.00	\$15,500.00
24	Furnish and Install 8" Gate Valve	EA.	1	\$1,275.00	\$1,275.00	\$1,500.00	\$1,500.00	\$1,322.00	\$1,322.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00
25	Furnish and Install 1" Air and Vacuum Release Valve Assembly	EA.	1	\$4,225.00	\$4,225.00	\$4,000.00	\$4,000.00	\$3,675.00	\$3,675.00	\$3,900.00	\$3,900.00	\$5,800.00	\$5,800.00
26	Furnish and Install 12" AWWA C900 DR-18 w/Class "B+" Embedment	L.F.	2097	\$58.00	\$121,626.00	\$80.00	\$167,760.00	\$73.25	\$153,605.25	\$83.00	\$174,051.00	\$67.00	\$140,499.00
27	Furnish and Install 8" AWWA C900 DR-18 w/Class "B+" Embedment	L.F.	17	\$55.00	\$935.00	\$75.00	\$1,275.00	\$49.80	\$846.60	\$76.00	\$1,292.00	\$75.00	\$1,275.00
28	Furnish and Install 12" AWWA C900 DR-18 w/20" Steel Casing by Boing and Jacking	L.F.	23	\$340.00	\$7,820.00	\$250.00	\$5,750.00	\$346.00	\$7,958.00	\$439.00	\$10,097.00	\$800.00	\$18,400.00
29	Furnish and Install 8" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	L.F.	22	\$275.00	\$6,050.00	\$240.00	\$5,280.00	\$248.00	\$5,456.00	\$372.00	\$8,184.00	\$700.00	\$15,400.00
30	Furnish and Install Fire Hydrant w/lead and 6" Valve	EA.	3	\$3,480.00	\$10,440.00	\$4,000.00	\$12,000.00	\$4,225.00	\$12,675.00	\$3,700.00	\$11,100.00	\$5,700.00	\$17,100.00
31	Furnish and Install Long Water Service Line	EA.	1	\$1,015.00	\$1,015.00	\$1,200.00	\$1,200.00	\$1,059.00	\$1,059.00	\$3,400.00	\$3,400.00	\$1,000.00	\$1,000.00
32	Furnish and Install Short Water Service Line	EA.	13	\$535.00	\$6,955.00	\$700.00	\$9,100.00	\$530.00	\$6,890.00	\$1,800.00	\$23,400.00	\$925.00	\$12,025.00
33	Furnish and Install Short Water Service Line with New Meter Box	EA.	1	\$815.00	\$815.00	\$900.00	\$900.00	\$834.00	\$834.00	\$2,100.00	\$2,100.00	\$1,100.00	\$1,100.00
34	Furnish and Install Water Service Line	L.F.	100	\$22.75	\$2,275.00	\$20.00	\$2,000.00	\$44.50	\$4,450.00	\$39.00	\$3,900.00	\$55.00	\$5,500.00
35	Furnish and Place Block Sodding, Including all Fertilization and Watering Until Established	S.Y.	3000	\$5.50	\$16,500.00	\$6.00	\$18,000.00	\$5.50	\$16,500.00	\$5.00	\$15,000.00	\$6.00	\$18,000.00
36	Furnish and Place Grass Seed, Including all Fertilization and Watering Until Estabhlshed	S.Y.	5000	\$0.65	\$3,250.00	\$2.00	\$10,000.00	\$0.50	\$2,500.00	\$1.40	\$7,000.00	\$2.00	\$10,000.00
					\$269,968.50		\$314,350.00		\$295,729.85		\$326,599.00		\$333,964.00

PARKER ROAD WATER LINE PHASE 1-1 - BID OPENING 1/5/17, 2:00 P.M.									
ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	CANARY CONST.		HQS CONST.		SABER DEVELOPMENT	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Bonds and Insurance	L.S.	1	\$30,000.00	\$30,000.00	\$31,500.00	\$31,500.00	\$23,000.00	\$23,000.00
2	All Traffic Control, Barricading and Signing Measures	L.S.	1	\$1,500.00	\$1,500.00	\$12,500.00	\$12,500.00	\$4,000.00	\$4,000.00
3	Temporary erosion control including operational control of SW3P	L.S.	1	\$15,000.00	\$15,000.00	\$23,330.00	\$23,330.00	\$15,000.00	\$15,000.00
4	Close Existing Valve, Remove Riser and Bury	EA.	4	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$200.00	\$800.00
5	Cut and Plug Existing 2" Water Line	EA.	1	\$185.00	\$185.00	\$800.00	\$800.00	\$150.00	\$150.00
6	Cut and Plug Existing 4" Water Line	EA.	2	\$320.00	\$640.00	\$900.00	\$1,800.00	\$378.00	\$756.00
7	Cut and Plug Existing 6" Water Line	EA.	2	\$695.00	\$1,390.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
8	Cut and Plug Existing 12" Water Line	EA.	2	\$1,580.00	\$3,160.00	\$1,300.00	\$2,600.00	\$600.00	\$1,200.00
9	Furnish and Install Trench Safety System, design and implementation	L.F.	2,115	\$1.00	\$2,115.00	\$2.00	\$4,230.00	\$1.00	\$2,115.00
10	Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12" x 12" Tee and 12" Valve	EA.	1	\$6,500.00	\$6,500.00	\$6,900.00	\$6,900.00	\$5,500.00	\$5,500.00
11	Cut Out and Remove Existing 8" Water Line as needed, Furnish and Install 8" x 8" Tee	EA.	1	\$3,650.00	\$3,650.00	\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00
12	Cut Out and Remove Existing 4" Water Line as needed, Furnish and Install 8" x 4" Reducer, 4" 90 Degree Bend, and 4" Valve	EA.	1	\$3,100.00	\$3,100.00	\$6,900.00	\$6,900.00	\$3,200.00	\$3,200.00
13	Remove Existing Fire Hydrant and Return to City	EA.	2	\$560.00	\$1,120.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00
14	Furnish and Install 12" 11.25 Degree Bend	EA.	2	\$365.00	\$730.00	\$3,025.00	\$6,050.00	\$800.00	\$1,600.00
15	Furnish and Install 22.5 Degree Bend	EA.	2	\$385.00	\$770.00	\$2,250.00	\$4,500.00	\$820.00	\$1,640.00
16	Furnish and Install 12" 90 Degree Bend	EA.	3	\$415.00	\$1,245.00	\$2,750.00	\$8,250.00	\$1,000.00	\$3,000.00
17	Furnish and Install 12" x 8" Reducer	EA.	1	\$345.00	\$345.00	\$2,200.00	\$2,200.00	\$500.00	\$500.00
18	Furnish and Install 8" 90 Degree Bend	EA.	1	\$290.00	\$290.00	\$2,095.00	\$2,095.00	\$610.00	\$610.00
19	Furnish and Install 12"x12" Tee	EA.	1	\$945.00	\$945.00	\$5,000.00	\$5,000.00	\$1,250.00	\$1,250.00
20	Furnish and Install 12"x8" Tee	EA.	1	\$625.00	\$625.00	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00
21	Furnish and Install 12"x6" Tee	EA.	3	\$458.00	\$1,374.00	\$2,800.00	\$8,400.00	\$950.00	\$2,850.00
22	Furnish and Install 12" MJ Plug	EA.	1	\$295.00	\$295.00	\$2,100.00	\$2,100.00	\$500.00	\$500.00
23	Furnish and Install 12" Gate Valve	EA.	5	\$2,300.00	\$11,500.00	\$3,500.00	\$17,500.00	\$2,750.00	\$13,750.00
24	Furnish and Install 8" Gate Valve	EA.	1	\$1,590.00	\$1,590.00	\$3,000.00	\$3,000.00	\$1,300.00	\$1,300.00
25	Furnish and Install 1" Air and Vacuum Release Valve Assembly	EA.	1	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
26	Furnish and Install 12" AWWA C900 DR-18 w/Class "B+" Embedment	L.F.	2097	\$75.00	\$157,275.00	\$68.00	\$142,596.00	\$145.00	\$304,065.00
27	Furnish and Install 8" AWWA C900 DR-18 w/Class "B+" Embedment	L.F.	17	\$85.00	\$1,445.00	\$65.00	\$1,105.00	\$140.00	\$2,380.00
28	Furnish and Install 12" AWWA C900 DR-18 w/20" Steel Casing by Boing and Jacking	L.F.	23	\$320.00	\$7,360.00	\$620.00	\$14,260.00	\$400.00	\$9,200.00
29	Furnish and Install 8" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	L.F.	22	\$310.00	\$6,820.00	\$550.00	\$12,100.00	\$300.00	\$6,600.00
30	Furnish and Install Fire Hydrant w/lead and 6" Valve	EA.	3	\$5,600.00	\$16,800.00	\$5,500.00	\$16,500.00	\$3,500.00	\$10,500.00
31	Furnish and Install Long Water Service Line	EA.	1	\$2,200.00	\$2,200.00	\$5,100.00	\$5,100.00	\$1,000.00	\$1,000.00
32	Furnish and Install Short Water Service Line	EA.	13	\$1,250.00	\$16,250.00	\$980.00	\$12,740.00	\$500.00	\$6,500.00
33	Furnish and Install Short Water Service Line with New Meter Box	EA.	1	\$3,500.00	\$3,500.00	\$4,300.00	\$4,300.00	\$1,200.00	\$1,200.00
34	Furnish and Install Water Service Line	L.F.	100	\$30.00	\$3,000.00	\$39.00	\$3,900.00	\$15.00	\$1,500.00
35	Furnish and Place Block Sodding, Including all Fertilization and Watering Until Established	S.Y.	3000	\$8.00	\$24,000.00	\$7.00	\$21,000.00	\$6.00	\$18,000.00
36	Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	S.Y.	5000	\$5.00	\$25,000.00	\$1.25	\$6,250.00	\$4.00	\$20,000.00
					\$359,219.00		\$405,106.00		\$474,066.00



City of Lucas Council Agenda Request January 19, 2017

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider authorizing the City Manager to negotiate and execute a contract with HD Supply for the provision of water meters for the City of Lucas water system.

Background Information:

The City of Lucas used Infinity registers to measure water consumption and began to experience some failure. This vendor discontinued its business operations and was essentially bought out by RG3. Overtime, as failure rates with the Infinity registers increased, the City sought resolution to this situation. In fiscal year 14/15, the City funded the replacement of the Infinity registers with RG3's Tesla 3 registers. The implementation of this register replacement program using the Tesla 4 registers served as an essential and immediate solution to the Infinity register failure. Last month, the City of Lucas had 94 register failures (all of the failed registers are less than 18 months old) which is a failure rate of 3.9% per month. The industry's average rate of failure is 1% annually.

In fiscal year 15/16 the Tesla 3 registers starting failing at an alarming rate and after meeting with RG3 they upgraded all of our Tesla 4's. Following the last change for fourteen months we had reasonable failures less than 2% over fourteen months.

However, the City is now experiencing failures using the RG3 Tesla 4 registers. In addition, the City's water system has approximately 2,400 meters which come from multiple vendors. Generally, the life of a meter is 25 years and the City has approximately 1,200 meters that are 25 years or older.

Currently, the City of Lucas has the capability of "reading" water consumption by driving by each customer and downloading the consumption data onto a laptop. This data is then transferred into the Incode utility billing system. When a customer has a question about the consumption data, a City staff member must go out to the customer's location and download consumption data as it cannot be assessed or downloaded from City Hall.

It is important to understand the difference between AMR and AMI, as the terms are often confused. AMR, or Automatic Meter Reading, is essentially a step up from an employee walking over to a water meter, reading the numbers, and writing them down. Rather, a device automatically pings the meter to get a current reading, which is used to generate a bill. AMR systems can be walk-by, drive-by, or fixed network, but regardless of how the meter is read, the communication is one-way. The meter talks to the meter-reading device, but the device cannot send a command back to the meter. Conversely, AMI enables two-way communication over a fixed network between the utility system and the metering endpoints. It is a comprehensive system that can facilitate the identification of leaks, help gain compliance with water



City of Lucas Council Agenda Request January 19, 2017

conservation efforts and enhance customer service by having immediate access to customer water consumption information. A consideration for upgrading the technology is the cost of staff associated with collecting the data compared to the cost of upgrading the technology from AMR to AMI.

To ensure a reliable water system and accurate consumption data, staff is recommending standardization of our meters and to implement a phased replacement program.

During the 2016/2017 fiscal year budget process, the City Council approved \$100,000 in account number 8210-490-104 for phase 1 of the water meter replacement program.

City staff evaluated three reputable vendors:

- HD Supply (Neptune Meter)
- Hydro Pro Solutions (Master Meter)
- Ferguson Waterworks (Mueller Meter)

A formal bid process is not required because all vendors listed above are members of a governmental purchasing cooperative known as Buy Board.

The three companies mentioned above all have excellent reputations with less than 1% failure rates for all three.

Neptune Meter - Development Services Director Joe Hilbourn and Public Works Supervisor Jeremy Bogle had an opportunity to look at the Neptune Meters in the ground at the City of Frisco, Texas. Frisco has had Neptune AMR for over ten years and are in the process of upgrading to Neptune AMI. The City of Frisco has approximately 50,000 meters and the highest rate of failure experienced by the City of Frisco in one month is .02% (100 meters).

Master Meter - Development Services Director Joe Hilbourn and Public Works Supervisor Jeremy Bogle spoke with representatives from the City of McKinney regarding Master Meters. The McKinney staff spoke very highly of Master Meters and is in the process of upgrading to AMR (drive by data collection) system. The City of McKinney waits for months sometimes to replace registers because they replace registers when they have enough for a crew to spend a day replacing them. They replace up to sixty registers in a given day. The annual failure rate is less than 1%.

Mueller Meter –Mueller does not have any of their new composite meters located near Lucas. So instead of going out to view Mueller, Mueller gave us nine meters and we have been trying them. They are a very good product, easy to use, and easy to read.



City of Lucas Council Agenda Request January 19, 2017

Item No. 09

Citizen Summary:

N/A

Attachments/Supporting Documentation:

1. HD Supply (Neptune Meter) Quote
2. Hydro Pro Solutions (Master Meter) Quote
3. Ferguson Waterworks (Mueller Meter) Quote

Budget/Financial Impact:

During the 2016/2017 fiscal year budget process, the City Council approved \$100,000 in account number 8210-490-104 for phase 1 of the water meter replacement program. For details on specific meter costs, please see the attached quotes.

Neptune Meter:

AMR \$709,604

AMI \$851,996 (plus \$6,433 annually for server hosting or the city can purchase a server for \$10,500 with annual software maintenance of \$1,700)

Note: Only Neptune uses the same meter, register and antenna for both AMR and AMI.

Master Meter:

AMR \$776,793

AMI – No bid received

Mueller Meter:

AMR \$729,415

AMI \$992,790

In general, the implementation plan for the meter replacement program was to replace all meters over a three year period. The amount budgeted in the current fiscal year is not sufficient and should the City Council want to proceed with the three-year replacement schedule, additional funding in the amount of \$150,000 from water system reserves for FY 2016-17 to account number 8210-490-104 would be necessary. Additional funding would be needed for the remaining two years.

Another issue that should be considered is the installation. All of the vendors would be willing to undertake a three year implementation schedule but would need to install meters based on a geographical area and NOT be able to accommodate replacing meters that are currently beyond



City of Lucas Council Agenda Request January 19, 2017

their useful life because they are scattered throughout the City. The meter installation costs included in the contract prices is \$79,744 for Neptune. This is the cost for installation AMR only. Another option to the vendor's installation of the meter would be the creation of an additional position in the Public Works Department to manage the installation of the meters based on the age of the equipment. The staffing plan included in the fiscal year 2016/2017 budget workbook shows an increase of one public works specialist in fiscal year 2017/2018. The approximate cost for salary and benefits associated with this position is \$44,902. The benefit of creating this position is to ensure that the knowledge of the system is maintained by the City and striving for service excellence in being responsive to our citizens.

Recommendation:

Staff recommends HD Supply (Neptune Meter) with AMR. The City will have the option of upgrading to the AMI at a future date if deemed necessary and appropriate for the City.

Motion:

I make a motion for the City Manager to negotiate a contract with HD Supply for the AMR (Neptune Meter) in the amount not to exceed _____. (\$709,604 with installation or \$629,860 without the installation cost of \$79,744)

I make a motion to appropriate \$150,000 from water fund reserves to account number 8210-490-104 to implement phase one of the meter replacement program.

I make a motion to create an additional position in the Public Works Department - Public Works Specialist I with annual personnel costs (salary and benefits) totaling \$44,902. The Financial Impact to the FY 2016-2017 budget would be \$31,086 (18 remaining pay periods this current fiscal year).



CUSTOMER City of Lucas AMI Budget Worksheet

ATTN: Jeremy Bogle

Phone: _____

PROJECT Complete AMI Installation Infrastructure Only (Budget Pu

Quantity	Unit	Description	Unit Price	Install	Total
		Neptune AMI			
1	ea	Neptune Insight Plus Software For AMI Only	\$7,500.00		\$7,500.00
4*	ea	Data Collection plus installation	\$30,000.00		\$120,000.00
4*	ea	Annual Maintenance per collector after year one	\$722.00		\$2,888.00
1	ea	Project Management and Training	\$5,882.00		\$5,882.00
1	ea	Customer Portal (see below)			
		* implementation fee (one time fee)	\$2,437.00		\$2,437.00
2437	ea	*reoccurring fee per meter per year	\$1.50		\$3,655.50
		Totals			\$142,362.00
*		Number of Data Collection units have not been confirmed. This is for budget purposes only			

Thank you for the opportunity of submitting this quote.

		***Options below if Neptune is to Host or Lucas purchases server		
1	ea	Hosting Cost Per Year(no additional software or software maintenanc	\$6,433.68	\$6,433.68
1	ea	Server (If Lucas wants to do in house)	\$10,500.00	\$10,500.00
1	ea	Annual Software Maintenance after year one	\$1,700.00	\$1,700.00

Thank you for the opportunity of submitting this quote.

Bid Proposal for Lucas - Enhanced R900

CUSTOMER

CITY OF LUCAS
665 COUNTRY CLUB DR
ALLEN, TX 75002

Job
Lucas - Enhanced R900
Bid Date: 01/31/2017

CONTACT

Sales Representative
Joshua Zinke
(T) 972-635-2722
(F) 972-635-9325
(E) Joshua.Zinke@hdsupply.com

HD Supply Waterworks
6959 State Hwy 276
Royse City, TX 75189
(T) 972-635-2722

NOTES



Bid Proposal for Lucas - Enhanced R900

CITY OF LUCAS
 Bid Date: 01/31/2017
 HD Supply Bid #: 218146

HD Supply Waterworks
 6959 State Hwy 276
 Royse City, TX 75189
 Phone: 972-635-2722
 Fax: 972-635-9325

Seq#	Qty	Description	Units	Price	Ext Price
10		ENHANCED R900I PIT W/THRU LID			
20		ANTENNA			
40	1233	5/8X3/4 METER ENHANCED R900I WITH 6' EXT ANTENNA PLAS BTM ED2B31RWG3SG89	EA	226.00	278,658.00
				SUBTOTAL	278,658.00
50	1112	ED2F11RWG3SG89 1" T-10 METER R900I GAL W/EXT ANTENNA; LOW LEAD	EA	300.75	334,434.00
				SUBTOTAL	334,434.00
60	9	T10 1-1/2" ED2H11RWG3SG89 FLG	EA	523.00	4,707.00
				SUBTOTAL	4,707.00
70	66	T10 2" ED2J11RWG3SG89 MTR R900I W/6' ANTENNA NO LEAD	EA	607.00	40,062.00
				SUBTOTAL	40,062.00
				SUBTOTAL	0.00
80	15	ET4BRWG3SG89 3" HP TURBINE R900I GAL W/EXTERNAL ANTENNA NO LEAD	EA	1,985.00	29,775.00
				SUBTOTAL	29,775.00
90	2	ET4CRWF3SG89 4" HP TURBINE CF MTR R900I GAL W/6'EXT ANTENNA; NO LEAD	EA	2,190.00	4,380.00
				SUBTOTAL	4,380.00
				SUBTOTAL	0.00
				SUBTOTAL	0.00
				SUBTOTAL	0.00
120	1	N_ SIGHT MOBILE SOFTWARE	EA	2,500.00	2,500.00
130	1	MRX 920 MOBILE DATA COLLECTOR	EA	6,250.00	6,250.00
140	1	13302-000 R900 BELT CLIP RECEIVER	EA	2,188.00	2,188.00
150	1	13462-000 TRIMBLE RANGER 3 XE WITH HR2650I HANDHELD	EA	6,250.00	6,250.00
160		W/ HR2650I RECEIVER			
170	1	TRIMBLE RANGER 3 CHARGING	EA	400.00	400.00
180		AND COMM. CRADLE			
				SUBTOTAL	17,588.00
				Sub Total	709,604.00
				Tax	0.00
				Total	709,604.00

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



Quote Expiration 5-4-17
Gabe Briscoe 682-219-4042
North Texas Territory Manager
gabe@hydroprosolutions.com

City of Lucas- Bronze 3G AMR Quote

3G Meters

<u>Product</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>
5/8 X3/4" All Bronze Multi-Jet Meter w/3G DS Reg.	1233	\$194.28	\$239,547.24
1" All Bronze Multi-Jet Meter w/3G DS Reg.	1112	\$265.23	\$294,935.76
1 1/2" Flanged All Bronze Muti-Jet meter w/3G DS Reg.	9	\$524.24	\$4,718.16
2" Flanged All Bronze Muti-Jet meter w/3G DS Reg.	66	\$689.76	\$45,524.16
3" Octave Ultrasonic Meter with 3G XTR Module	15	\$1,763.59	\$26,453.85
4" Octave Ultrasonic Meter with 3G XTR Module	2	\$2,487.14	\$4,974.28
		Total	\$616,153.45

<i>Optional Installation for 5/8X3/4 and 1" Meters</i>	2345	\$48.00	\$112,560.00
<i>Optional Installation for 1 1/2" and 2" Meters</i>	75	\$250.00	\$18,750.00
<i>Optional Installation for 3 and 4" Octave Meters</i>	17	\$490.00	\$8,330.00
		Total	\$139,640.00

****Install of meters includes Electronic transfer of all information.
 GPS location of every meter installed****

Data Collection Device

Model 53 Drive-by Vehicle Reading Sys. Semi-Rugged *(1) **Data Collection Device includes all of the Following**	1	\$21,000.00	\$21,000.00
		Total Project	\$776,793.45

MasterLINX™ Data Collection System & Vehicle Reading System Software
Microsoft MapPoint 2009 software license for "Moving Maps" **(One License)
Panasonic Toughbooks (Model depends on system selected)

**Vehicle Power Supply, Hard Shell Carrying Case, GPS Receiver
DIALOG 3G DMMR RF Transceiver, Cigarette DC Power Supply
External Mag Mount Antenna, 3G Technician programming software
2 day on-site installation & training, all travel expenses
ASCII interface to existing utility billing software**

First Year Maintenance is covered with Purchase of System

Annual Maintenance after first Year- cost direct to Master Meter

\$1,500.00

SALES QUOTATION



Meter & Automation Group

Date: 12/2/2016
Customer: City of Lucas
 665 Country Club Rd
 Lucas, TX 75002

Ferguson Waterworks
 2650 S Pipeline Rd
 Euless, TX 76040

Quote Ref: Mueller Systems Hot Rod AMR System
Quote Expiration: 3/1/2017
Quoted By: Brian Hubbard

Mueller Systems Hot Rod AMR Mobile System

Description	Units	Quantity	Unit Price	Extended
AMR System, to include: Panasonic Toughbook, Street Machine 2 receiver, EZ Reader Software Suite, EZRI Mapping Software, Pitstop2 Handheld, Cables, Antenna, GPS Receiver for vehicle, Training, and Project Coordination	LS	1	\$ 15,000.00	\$ 15,000.00
Infrastructure Subtotal				\$ 15,000.00

Mueller Systems Meters & Endpoints

Description	Units	Quantity	Unit Price	Extended
5/8" x 3/4" composite PD meter, SSR register, integral Hot Rod	Each	1233	\$ 160.00	\$ 197,280.00
1" bronze PD meter, SSR register, integral Hot Rod	Each	1112	\$ 280.00	\$ 311,360.00
1 1/2" ductile iron PD meter, SSR register, integral Hot Rod	Each	9	\$ 490.00	\$ 4,410.00
2" ductile iron PD meter, SSR register, integral Hot Rod	Each	66	\$ 545.00	\$ 35,970.00
3" MVR bronze vertical turbine meter with Translator encoder register, 25' wired Hot Rod	Each	15	\$ 1,375.00	\$ 20,625.00
4" MVR bronze vertical turbine meter with Translator encoder register, 25' wired Hot Rod	Each	2	\$ 1,775.00	\$ 3,550.00
Meter & Endpoint Subtotal				\$ 573,195.00

Meter Installation

Description	Units	Quantity	Unit Price	Extended
5/8" x 3/4" Meter Installation	Each	1233	\$ 45.00	\$ 55,485.00
1" Meter Installation	Each	1112	\$ 55.00	\$ 61,160.00
1 1/2" Meter Installation	Each	9	\$ 250.00	\$ 2,250.00
2" Meter Installation	Each	66	\$ 250.00	\$ 16,500.00
3" Meter Installation	Each	15	\$ 325.00	\$ 4,875.00
4" Meter Installation	Each	2	\$ 475.00	\$ 950.00
Meter & Endpoint Subtotal				\$ 141,220.00

Project Total[†] \$ 729,415.00

Optional Annual Maintenance, Starting Year 2

Description	Units	Quantity	Unit Price	Extended
Street Machine Maintenance	Each	1	\$ 1,025.00	\$ 1,025.00
Hot Rod Software Maintenance	Each	1	\$ 594.00	\$ 594.00

Lucas will be responsible for any integration fees charged by their billing software provider.

[†] Does not include taxes if applicable

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). Shipments beyond 48 hours shall be at the price in effect at time of shipment unless noted otherwise. Seller is not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing the type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolselena.com/terms_conditionsSale.html.

Government Buyers: All items quoted are open market unless noted otherwise.

Lead Law Warning: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable laws in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Deliver To: From: Brian Hubbard Comments:

FERGUSON WATERWORKS #788

Price Quotation
 Phone: 903-508-6341
 Fax: 903-526-0003

Bid No: B304861
Bid Date: 09/22/16
Quoted By: BPH

Cust Phone: 972-727-8999
Terms: NET 10TH PROX

Customer: CITY OF LUCAS
 665 COUNTRY CLUB RD
 ALLEN, TX 75002

Ship To: CITY OF LUCAS
 665 COUNTRY CLUB RD
 ALLEN, TX 75002

Cust PO#: LUCAS, TX

Job Name: AMI

Item	Description	Quantity	Net Price	UM	Total
	LUCAS, TX - AMI				

	METERS				
HV0GA438	5/8 X 3/4 COMP PB MTR SSR 5' #4	1233	205.000	EA	252765.00
SP-HV0KS238	1" 452 BRS MTR SSR 5' #4	1112	320.000	EA	355840.00
SP-HW0NN138	1-1/2" 562 NYL 2B SSR 5' MINODE4	9	530.000	EA	4770.00
SP-HW0PN138	2 MTR 572 DI NYL MIMODE V4	66	580.000	EA	38280.00
HQ0R0410M	3 MVR 350 SG W/TP MINODE	15	1375.000	EA	20625.00
HQ0S0410M	4 MVR 650 SG W/TP MINODE	2	1775.000	EA	3550.00
	RADIO HANGERS				
MMSTTLM	MI NET TTL MTG KIT 8 PC	2440	8.000	EA	19520.00
	SUBTOTAL				695350.00

	INFRASTRUCTURE				
HMSTPROP	RF PROPAGATION STUDY	1	6000.000	EA	6000.00
PROJECTMGTFFEE	PROJECT MGT FEE	1	50000.000	EA	50000.00
HMSTCISFILE	CIS FILE INTERFACE	1	13000.000	EA	13000.00
HMSTTRAINDAY	MINET SOFTWARE TRAINING PER DAY	3	2300.000	EA	6900.00
SP-HMSG4ACB3G	MI.HUB AC BB GPRS XR	1	5500.000	EA	5500.00
HMSGACB3GR	MI.HUB AC BB GPRS XR-R	2	6900.000	EA	13800.00
HLABORCOLLECTOR	INSTALL MIHUB COLLECTOR	2	4500.000	EA	9000.00
	INSTALL ON TANK <150'				
HLABORCOLLECTOR	INSTALL MIHUB COLLECTOR	1	1200.000	EA	1200.00
	INSTALL ON CITY ASSET				
SP-HMSWNODE4AC	MINODE4 REPEATER - AC	8	950.000	EA	7600.00
SP-HLABORREPEATER	INSTAL MI.REPEATER	8	150.000	EA	1200.00
SP-HMSH4HHINSTKIT	MITECH H4 HANDHELD W/ KIT	1	6500.000	EA	6500.00
	SUBTOTAL				120700.00

	SYSTEM TOTAL				816050.00

	INSTALL				
FM1101	MUELLER METER INSTALL 5/8	1233	50.000	EA	61650.00
FM1103	MUELLER METER INSTALL 1	1112	60.000	EA	66720.00
FM1105	MUELLER METER INSTALL 1-1/2	9	250.000	EA	2250.00
FM1106	MUELLER METER INSTALL 2	66	250.000	EA	16500.00
FM1107	MUELLER METER INSTALL 3	15	325.000	EA	4875.00
FM1108	MUELLER METER INSTALL 4	2	475.000	EA	950.00
	=====				

Fax: 903-526-0003

20:21:08 SEP 22 2016

Reference No: B304861

Item	Description	Quantity	Net Price	UM	Total
	SYSTEM REQUIRES PLASTIC LIDS. REPLACEMENT LIDS PROVIDED BY CITY IF NEEDED =====				
SP-MLABORDRILLING	DRILLING OF LIDS FOR TTL DRILLING OF PLASTIC LIDS IN SYSTEM AS NEEDED. INSTALL TOTAL	1	10.000	EA	10.00 152955.00
	----- MUELLER TO BILL FOR BELOW ANNUAL MAINT/HOSTING =====				
	REQUIRED ANNUAL FEES				
HMSWSPHALL5K	AMI WATER PREM HOST ALL 1K-5K	1	13000.000	EA	13000.00
SP-MSCELLULAR	3G MINET BACKHAUL	3	420.000	EA	1260.00

HMSSPHHO5K	OPTIONAL MAINTENANCE ITEMS AMI PREM HOST MIDATA 1K-5K CUSTOMER PORTAL	1	4125.000	EA	4125.00
SP-MSGMYR	MIHUB COLLECTOR MAINT	3	1400.000	EA	4200.00
SP-MSHMYR	MITECH HANDHELD MAINT	1	1200.000	EA	1200.00
	REQ./OPTIONAL TOTALS				23785.00
Net Total:					\$992790.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$992790.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

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City of Lucas

Planning and Zoning Agenda Request

January 19, 2017

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss and finalize the Land Use Map for the Comprehensive Plan.

Background Information:

The Comprehensive Plan should be updated periodically to reflect changes in the community. The last update was conducted in 2006. Since June 2015, the Planning and Zoning Commission and City Council have been reviewing and updating components of the Comprehensive Plan.

On June 9, 2016, the Planning and Zoning Commission reviewed the Land Use Map for the Comprehensive Plan and recommended that the following modifications be made:

- Changing the zoning on the four residential lots fronting Estates Parkway from Residential to Village Center
- Change the name of the residential zoning in the City's ETJ areas from RM to R for Residential

Attachments/Supporting Documentation:

1. Future Land Use Map

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

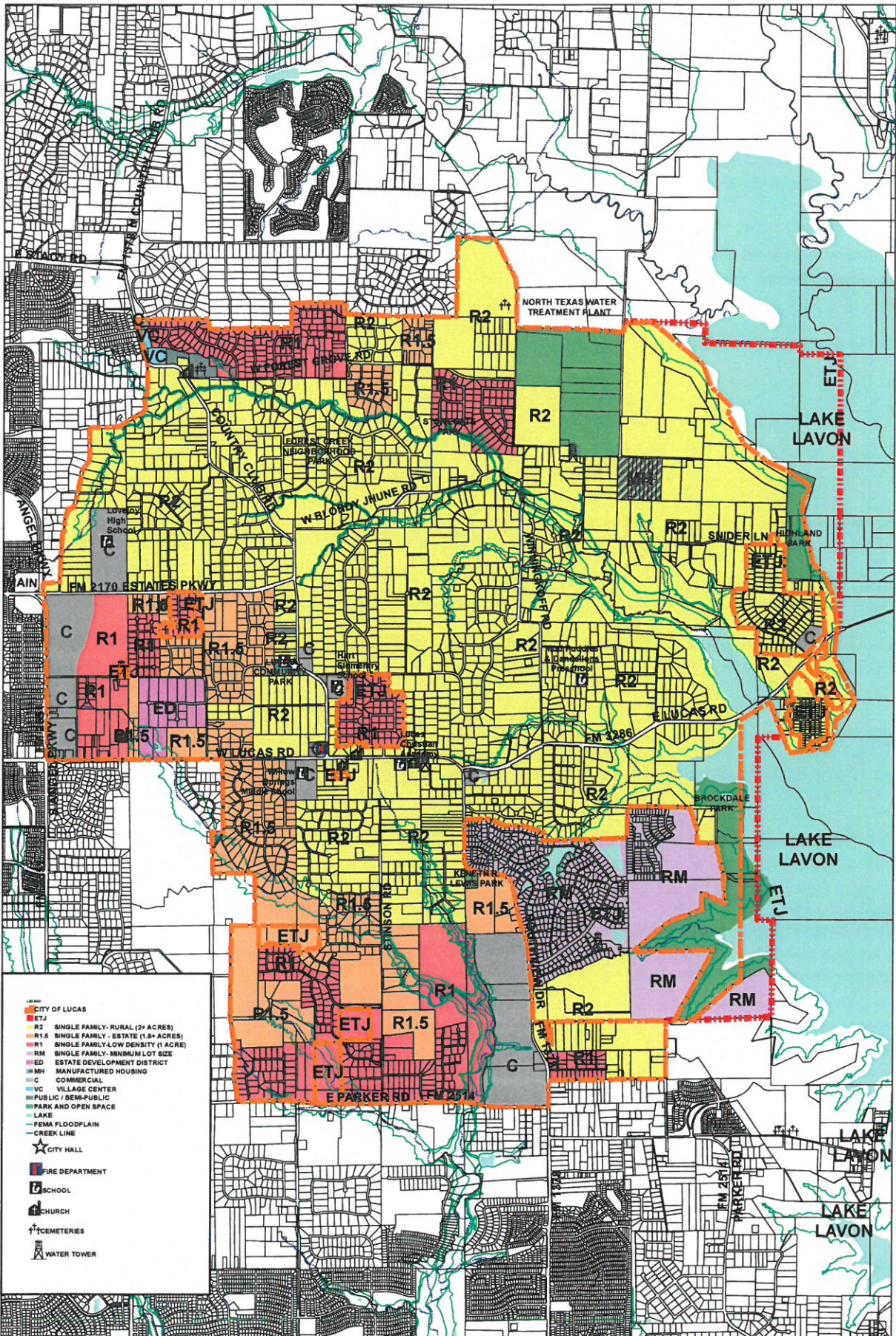


FIGURE 4.5
FUTURE LANDUSE MAP
CITY OF LUCAS



METROPOLITAN INFRASTRUCTURE, PLLC
 Engineering/Environmental/Construction Management Services
 9601 White Rock Trail - Suite 204 Dallas, Texas 75238
 (214) 341-1501 OFFICE (214) 341-1640 FAX
 Texas Registered Firm # 6939
 www.metroinfrastructure.com



City of Lucas Council Agenda Request January 19, 2017

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss and finalize the Policies and Procedures section of the Capital Improvement Plan.

Background Information:

The Capital Improvement Plan is a planning document for capital improvements related to city streets and drainage, water system infrastructure and facilities. The Capital Improvement Plan includes policies and procedures, streets and trails projects, and water system projects that coincide with the goals of the Comprehensive Plan to guide infrastructure needs for the City.

The Policies and Procedures outlined in the Capital Improvement Plan establish goals for the anticipation of growth in the City, and outlines processes for funding, project criteria, and project prioritization.

Attachments/Supporting Documentation:

1. Capital Improvement Plan Policies and Procedures

Budget/Financial Impact:

NA

Recommendation:

City staff recommends approval of the Capital Improvement Plan Policies and Procedures.

Motion:

NA

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, and will address additional capital needs that are not included in the CIP, such as equipment and vehicles as recommended by the Vehicle Replacement Committee.

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 example of enhancement to an existing fixed asset, including reclamation of streets.

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 - 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 areas for commercial development that are 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 over time. Funding strategies to consider include:
 - a. Annually, the City earmarks funds in the unrestricted fund balance to save for future projects.
 - b. Issuance of debt that is paid 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 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 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, Public Works 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. Solicit citizen participation in formulating the identification and prioritization of the CIP.
2. Identify capital improvements through system models, repair and maintenance records and growth demands.
3. Prioritize CIP projects based on input from City staff from all operational areas related to each project and its effect on operations.

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. Impact fees, assessments, pro-rata charges or other fees may 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:

1. Public Welfare and Safety - Projects 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. 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.
3. Funding - Funding availability considerations are included when ranking projects. Grants and funding partnerships are considered first followed by operating revenues, fund balance, and debt. Debt may be issued to fund capital projects after alternative funding sources are explored.
4. 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.

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, safety, and funding availability.

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.

CIP Project 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:

- **Essential** capital improvements are projects which 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 needed 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 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 CIP, as funding changes. Conversely, these types of projects can be brought forth when budget surpluses or additional funding sources are identified.
- **Deferrable** capital improvements are projects of the lowest priority. These projects can be postponed or eliminated from the CIP because of cost, timing, or need.