



AGENDA

City of Lucas City Council Meeting September 21, 2017

7:05 PM

(or immediately following the Lucas Fire Control, Prevention and EMS District Board meeting)

**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, September 21, 2017 at 7:05 pm or immediately following the Lucas Fire Control, Prevention, and EMS District Board meeting 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. Citizen 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. Community Interest. (Mayor Jim Olk)

- A. Recognition of Eela Arvin, Joanna Morgan, and Katie Iacona for performing CPR and saving a life.

- B. A Proclamation to Patrick Nichols, Jennifer Sorrell, and Karen Koons of Murphy USA for their support during the fuel shortage created from the aftermath of Hurricane Harvey.
- C. Presentation to the City of Lucas Finance Department for receiving the 2016 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association.
- D. Presentation to the City of Lucas Finance Department for receiving the Transparency Star Award in the area of Traditional Finances from the Texas State Comptroller's office.

Consent Agenda

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

3. Consent Agenda.

- A. Approval of the minutes of the September 7, 2017 City Council meeting. **(City Secretary Stacy Henderson)**
- B. Consider adopting Ordinance 2017-09-00867 approving the request by Pennington Partners LTD, on behalf of Legacy Alliance Holdings, LLC, for a specific use permit request for a drive-thru restaurant located at the southeast corner of Angel Parkway and Lake Travis Drive. **(Development Services Director Joe Hilbourn)**
- C. Consider authorizing the Mayor to enter into Amendment No. 10 of an Interlocal Agreement between the City of Lucas and Collin County for Animal Control Services for a period of one year ending September 30, 2018 in the amount of \$19,030.00. **(City Secretary Stacy Henderson)**
- D. Consider authorizing the Mayor to enter into Amendment No. 10 of an Interlocal Agreement between the City of Lucas and Collin County for the use of Animal Shelter Facilities for a period of one year ending September 30, 2018 in the amount of \$14,970.00. **(City Secretary Stacy Henderson)**
- E. Consider adopting Ordinance 2017-09-00870 approving the Lucas Design Manual for the installation of Network Nodes and Node Support Poles. **(Development Services Director Joe Hilbourn)**

Regular Agenda

- 4. Consider the request by Pennington Partners LTD, on behalf of Legacy Alliance Holdings, LLC, for site plan approval for a shell building for the property located at the southeast corner of Angel Parkway and Lake Travis Drive. **(Development Services Director Joe Hilbourn)**
- 5. Consider adopting Ordinance 2017-09-00868 approving the budget for fiscal year beginning October 1, 2017 and ending September 30, 2018. **(Finance Director Liz Exum)**

6. Consider adopting Ordinance 2017-09-00869 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2017 (Fiscal Year 2017-2018) at a rate of \$0.317948 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2017. **(Finance Director Liz Exum)**
7. Consider adopting Resolution 2017-09-00466 of the City Council of the City of Lucas, Texas, supporting 1) a limited access roadway within the north-south corridor generally concurrent with FM 546 and/or FM 982; 2) north-south transportation improvements within and near the City of Lucas; and 3) operational improvements to the US 75 corridor; and 4) providing for an effective date. **(Public Works Director/City Engineer Stanton Foerster)**
8. Authorize the City Manager to enter into a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$82,700 for the design of the Estates Parkway/Country Club Road Intersection Project using funds from FY 17-18 account 21-8210-491-126. **(Public Works Director/City Engineer Stanton Foerster)**
9. Authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$115,315 for the design of the Blondy Jhune Road Middle and East Sections Project using funds from FY 17-18 account 21-8210-491-129. **(Public Works Director/City Engineer Stanton Foerster)**
10. Authorize the City Manager to enter into a professional services contract with KCI Technology, Inc. in the amount of \$264,910 for the design of the Stinson Road Southern Section Project using funds from FY 17-18 account 21-8210-491-128. **(Public Works Director/City Engineer Stanton Foerster)**
11. Discuss the opportunity 1) to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection; 2) make improvements to the northwest corner of the same intersection; and 3) provide the City Manager with direction on the same. **(Public Works Director/City Engineer Stanton Foerster)**
12. Consider annexation of all remaining lots located outside the city limits of Lucas in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions. **(Development Services Director Joe Hilbourn)**
13. Consider Ordinance No. 2017-09-00865 amending Chapter 1, Section 1.09 Titled Parks and Recreation by adding Section 1.09.063 titled “Reservation of Lucas Community Center” specifically outlining that reservation of the Community Center is limited to residents only and a Facility Use Agreement shall be completed with the Development Services Department. **(Development Services Director Joe Hilbourn)**
14. Consider Ordinance No. 2017-09-00871 approving amendments to the City’s Code of Ordinances, Appendix C, Master Fee Schedule by adding under Article 6.000 Miscellaneous Permits, Subsection (21) establishing a permit fee related to the construction of a Riding Arena; and by deleting under Article 21.000 Parks and Recreation, Subsection D, fees for Community Center rentals. **(City Manager Joni Clarke, Development Services Director Joe Hilbourn)**
15. Discuss Board/Commission appointment process, including conducting interviews and updating procedures if needed. **(City Secretary Stacy Henderson)**

Executive Session

16. Executive Session: An Executive Session is not scheduled for this meeting.
17. 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 September 15, 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

September 21, 2017

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizens' Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request September 21, 2017

Item No. 02

Requester: Mayor Jim Olk

Agenda Item:

2. Items of Community Interest.

- A. Recognition of Eela Arvin, Joanna Morgan, and Katie Iacona for performing CPR and saving a life.
- B. A Proclamation to Patrick Nichols, Jennifer Sorrell, and Karen Koons of Murphy USA for their support during the fuel shortage created from the aftermath of Hurricane Harvey.
- C. Presentation to the City of Lucas Finance Department for receiving the 2016 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association.
- D. Presentation to the City of Lucas Finance Department for receiving the Transparency Star Award in the area of Traditional Finances from the Texas State Comptroller's office.

Background Information:

Agenda Item 2C:

The City of Lucas has received the Certificate of Achievement for Excellence in Financial Reporting Award for the September 30, 2016, Comprehensive Annual Financial Report (CAFR). This is the 7th year in a row the City has received this award by the Government Finance Officers Association of the United States and Canada (GFOA). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting.

Agenda Item 2D:

The Texas Comptroller of Public Accounts awarded the City of Lucas the Traditional Finances Star award for exemplary efforts in creating financial transparency in public services and spending decisions. The Transparency Star program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. These efforts provide citizens with clear, consistent information about public spending in user-friendly formats.

Attachments/Supporting Documentation:

NA



City of Lucas Council Agenda Request September 21, 2017

Item No. 02

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



Proclamation

Honoring Lifesaving Efforts

WHEREAS, On July 17, 2017 the City of Lucas Fire-Rescue received a 9-1-1 call in which the patient, Alayna Arvin, a 3-year old toddler, had fallen into the pool, had been under water for three to five minutes, and after being removed from the water, was not breathing normally.

WHEREAS, Within three minutes of receiving the call, Lucas Fire-Rescue arrived on the scene, and during that time, Alayna's mother, Eela Arvin and family friends, Joanna Morgan and Katie Iacona began performing CPR.

WHEREAS, Lucas Fire-Rescue personnel Captain Ethan Carver, Firefighter/Paramedic Victor Jones, Firefighter/Paramedic Michael Dunnam, and Firefighter Matthew Malik arrived on the scene to find the patient had regained consciousness with stable vital signs and quickly transported the toddler to Medical Center of McKinney, where the patient, Alayna Arvin was released two days later.

WHEREAS, Due to the extraordinary personal actions of Alayna's mother, Eela Arvin and family friends Joanna Morgan and Katie Iacona, their extraordinary efforts and knowledge of CPR was able to save a life.

NOW, THEREFORE, I, Jim Olk, Mayor of the City of Lucas, Texas, do hereby commend Eela Arvin, Joanna Morgan and Katie Iacona and express our sincere gratitude and appreciation for the heroic actions shown all in saving the life of another.

PROCLAIMED, this 21st day of September 2017.

Jim Olk, Mayor

Stacy Henderson, City Secretary



Proclamation

Murphy USA

WHEREAS, On September 1, 2017 the Dallas-Fort Worth area began experiencing a perceived fuel shortage created from the aftermath of Hurricane Harvey and the logistics of navigating fuel to the southern region of the United States; and


WHEREAS, Murphy USA, in an effort to support emergency responders, the City of Lucas and area school districts, began reserving fuel so that first responders, cities and school district busing would be able to respond and support the efforts associated with Hurricane Harvey and the cleanup to follow; and

WHEREAS, the willingness of Murphy USA, in particular Patrick Nichols, Store Manager in Lucas, Jennifer Sorrell, District Manager, and Karen Koons, DFW Division Manager to support and share their services in a very chaotic time made a challenging situation much easier to handle knowing the City would have fuel available to them whenever needed; and

WHEREAS, the City of Lucas is grateful and appreciative of its relationship with Murphy USA and the quick actions of its staff Patrick Nichols, Jennifer Sorrell and Karen Koons were an integral part of ensuring the City could respond as needed.

NOW, THEREFORE, I Jim Olk, Mayor of the City of Lucas, Texas on behalf of the City Council express their sincere appreciation to Murphy USA and Patrick Nichols, Lucas Store Manager, Jennifer Sorrell, District Manager, and Karen Koons, DFW Division Manager and honor their dedicated service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Lucas, this 21st day of September, 2017.



Jim Olk, Mayor



Stacy Henderson, City Secretary



City of Lucas Council Agenda Request September 21, 2017

Requester: City Secretary Stacy Henderson; Development Services Director Joe Hilbourn

Consent Agenda Item:

3. Consent Agenda:

- A. Approval of the minutes of the September 7, 2017 City Council meeting.
- B. Consider adopting Ordinance 2017-09-00867 approving the request by Pennington Partners LTD, on behalf of Legacy Alliance Holdings, LLC, for a specific use permit request for a drive-thru restaurant located at the southeast corner of Angel Parkway and Lake Travis Drive.
- C. Consider authorizing the Mayor to enter into Amendment No. 10 of an Interlocal Agreement between the City of Lucas and Collin County for Animal Control Services for a period of one year ending September 30, 2018 in the amount of \$19,030.00.
- D. Consider authorizing the Mayor to enter into Amendment No. 10 of an Interlocal Agreement between the City of Lucas and Collin County for the use of Animal Shelter Facilities for a period of one year ending September 30, 2018 in the amount of \$14,970.00.
- E. Consider adopting Ordinance 2017-09-00870 approving the Lucas Design Manual for the installation of Network Nodes and Node Support Poles.

Background Information:

Agenda Item 3B:

Two public hearings were held on August 10 and September 7. The City Council requested the ordinance associated with this item be clarified regarding the number and placement of trees being required with this specific use permit. The following condition has been added to Section 2(4) of the ordinance:

- Ten (10) trees five (5) from the large tree list and five (5) from the small tree list found in Section 3.18.024 of the City's Code of Ordinances shall be planted in a double staggered row, along the east side of the detention pond on the property for screening purposes.

Agenda Item 3C:

This is the 10th amendment to the interlocal agreement with Collin County for animal control services. The contract amount has not changed from 2016-2017.



City of Lucas Council Agenda Request September 21, 2017

Item No. 03

Agenda Item 3D:

This is the 10th amendment to the interlocal agreement with Collin County for animal shelter services. The contract amount has not changed from 2016-2017.

Attachments/Supporting Documentation:

1. Ordinance 2017-09-00867 –Specific Use Permit regulations
2. Contract Agreement for Animal Control Services
3. Contract Agreement for Animal Shelter Services
4. Ordinance 2017-09-00870 – Network Node Design Manual

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the Consent Agenda.

Motion:

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



**City of Lucas
City Council Meeting
September 7, 2017
7:05 P.M.**

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

City Hall - 665 Country Club Road – Lucas Texas

Minutes

Call to Order

Mayor Pro Tem Peele called the meeting to order at 7:03 p.m.

City Councilmembers Present:

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

Staff Present:

City Manager Joni Clarke
City Attorney Julie Doshier
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Finance Director Liz Exum

City Councilmember Absent:

Mayor Jim Olk

Mayor Pro Tem Peele determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

Mayor Pro Tem Peele asked for a moment of silence for the hurricane victims in Houston, Florida and the Caribbean.

Citizen Input

1. Citizen Input.

There was no citizen input from the audience members.

Community Interest

2. Community Interest.

Mayor Pro Tem Peele reminded those in attendance that Founders Day had been moved to April 2018 and new horses had been purchased for the adults to take part in the stick horse rodeo event.

City Manager Joni Clarke stated that a Fire-Rescue team had been deployed to Fulton, Texas to assist those affected by the hurricane. Ms. Clarke stated that the team was deployed for one week, and was a great team effort to helping those in need and the Fulton Fire Department.

Consent Agenda

3. **Approval of the minutes of the August 3, 2017 City Council meeting.**
4. **Approval of the minutes of the August 17, 2017 City Council meeting.**
5. **Consider adopting Ordinance 2017-09-00865 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Parks and Recreation.**
6. **Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for Jail Services for a period of one year ending on September 30, 2018.**

Councilmember Millsap stated that he would like to remove Agenda Item No. 3 from the Consent Agenda for clarification and correction.

Mayor Pro Tem Peele stated that she would like to remove Agenda Item No. 5 from the Consent Agenda for further discussion.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve Agenda Item Nos. 4 and 6 on the Consent Agenda. The motion passed unanimously by a 6 to 0 vote.

3. **Approval of the minutes of the August 3, 2017 City Council meeting.**

Councilmember Millsap stated on page 1, paragraph 2 under Community Interest the sentence "Councilmember Fisher noted that she attended a meeting at the NTMWD regarding a change in their methodology used..." needs to be clarified as to what methodology was being referred to.

Councilmember Fisher explained that the rate calculation methodology was being discussed.

Councilmember Millsap asked that the sentence be changed to include "Councilmember Fisher noted that she attended a meeting at the NTMWD regarding a change in their rate calculation methodology used..."

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to approve the minutes as amended. The motion passed unanimously by a 6 to 0 vote.

5. **Consider adopting Ordinance 2017-09-00865 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule relating to Parks and Recreation.**

Mayor Pro Tem Peele expressed concern that charging a fee to reserve the Community Center could cause a financial hardship on smaller non-profit organizations or volunteer organizations that do not charge or collect dues from its members. Mayor Pro Tem Peele noted that the Community Center was built with the intent to be an amenity to the Lucas residents.

The Council discussed the option of having a waiver for non-profit groups. However, that option would require a separate application process and the need to verify the group applying was a non-profit.

The Council also discussed the various groups and non-profit organizations that utilized the Community Center.

The City Council was in agreement and directed staff to remove the fee associated with reserving the Community Center, and to review the Facility Use Agreement to ensure the City was covered should there be damage associated with a rental. The Community Center can be rented by Lucas residents only.

Public Hearing

7. **Public hearing to consider adopting Ordinance 2017-09-00866 approving the request by Rutledge Haggard on behalf of the Steven W. Hendrick Trust for a zoning change request from AO to R-2 for a parcel of land located on the north and south sides of Blondy Jhune Road and Country Club Road, being part of the Peter Lucas Survey, A-537; J.W. Kerby Survey, A-506; James Grayum Survey, A-506, Tracts 1, 2, & 3.**

Development Services Director Joe Hilbourn gave an overview of the project noting that the property was approximately 73 acres in area and was zoned Agricultural. The applicant was proposing to rezone the property to R-2 which was in compliance with the Comprehensive Plan. Mr. Hilbourn stated that the Planning and Zoning Commission unanimously approved this request.

Mayor Pro Tem Peele opened the public hearing at 7:25pm and asked if there was anyone in the audience wanting to speak regarding this item.

Sarah Scott, Kimley-Horn Engineers, representing the applicant stated she was available to answer any questions.

There being no one else wishing to speak, the public hearing was closed at 7:26pm.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to adopt Ordinance 2017-09-00866 approving the request by Rutledge Haggard on behalf of the Steven W. Hendrick Trust for a zoning change request from AO to R-2 for a parcel of land located on the north and south sides of Blondy Jhune Road and Country Club Road. The motion passed unanimously by a 6 to 0 vote.

8. **Public hearing to consider adopting Ordinance 2017-09-00867 approving the request by Pennington partners LTD, on behalf of Legacy Alliance Holdings, LLC, for a specific use permit request for a drive-thru restaurant located at the southeast corner of Angel Parkway and Lake Travis Drive.**

Development Services Director Joe Hilbourn gave an overview of the project noting that the applicant was proposing a shell building with a drive thru with no current tenant proposed. The Planning and Zoning Commission approved the specific use permit request with the following conditions:

- Tie the proposed site plan, and elevation plans to the specific use permit
- A monument sign in the shape of an L, similar to the surrounding commercial properties on Angel Parkway
- All exterior colors be neutral earth tones.
- Eliminate the third bump-out and include three columns
- Bump-outs to be a minimum of 4 feet with 18-24-inch planting areas between the walkway and the building
- Use Austin Stone on columns in front of the building in lieu of the wainscot across the front and on both side elevations of the building the concept plan
- The only use permitted with the drive through is a restaurant
- Five large and five small trees be planted staggered in two rows.

Mayor Pro Tem Peele opened the public hearing at 7:31pm asking if anyone wanted to speak regarding this request.

Ken Judd, 445 Pennington Drive and President of the Fox Glen Homeowners Association, asked for clarification regarding the trees that would be planted and signage that was proposed for site. Mr. Judd also stated that the lighting at the self-storage facility shines into their neighborhood and the development had created drainage issues and standing water.

Mr. Hilbourn responded that the Planning and Zoning Commission recommended that five large and five small trees be planted staggered in two rows. Mr. Hilbourn further explained that commercial development was required to provide a photometric study ensuring that there was not light trespass on adjoining properties. Mr. Hilbourn stated that lighting in that area is facing downwards.

Mr. Hilbourn addressed the question related to drainage in the Fox Glen neighborhood noting that in order for drainage to improve, easements have to be acquired from various homeowners to allow for drains to be placed in the neighborhood.

Alyssa Doulat, 425 Pennington Drive, expressed her concern relating to additional development causing further drainage issues in the neighborhood, and would like to ensure a buffer was created between the residential and commercial properties to maintain privacy of the neighborhood.

Brett Young, representing Legacy Alliance, stated that the development should improve drainage in the area due to the retention requirements associated with the development. Mr. Young discussed impact fees associated with the drive thru restaurant, stating they were higher compared to other cities and noted that since a tenant is not secured at this time, the drive thru restaurant may be a retail space only. Mr. Young asked if the impact fees could be reduced for the drive thru portion of the building.

Mr. Hilbourn explained that impact fees were based on the proposed use and were not required to be paid until the space was built out. Mr. Hilbourn stated that should the drive thru not be constructed, then impact fees would not be charged for the drive thru use. Mr. Hilbourn further explained that impact fees were reflective of the costs associated with storm drainage, road repair and water improvements.

Drew Denosky, Clay Moore Engineering, stated that the project lighting complied with the Dark Sky Ordinance and that they would be placing berms on the property to assist with drainage.

There being no further comments, the public hearing was closed at 7:55 pm.

Councilmember Millsap stated that the proposed ordinance for this request refers to the entire building being allowed to have a drive-thru, and should be amended to reflect the drive-thru being located only at the north end of the building and associated with a restaurant.

City Attorney Julie Doshier stated that she would amend the language in the ordinance to reflect that the drive-thru would be located on the north side of the building and be in conjunction with a restaurant use. Ms. Doshier stated that the number and placement of trees will also be added to the ordinance.

Mayor Pro Tem Peele stated that she would like amendments made to the ordinance and brought back for consideration at the September 21, 2017 City Council meeting. There was no formal action take on this item.

9. Public hearing to consider the budget for Fiscal Year 2017-2018.

Finance Director Liz Exum stated that the proposed budget had several adjustments:

- 19,000 added to Professional Services in 6212-309 for an Impact Fee Study
- 19,000 added to the Water Fund related to Impact fees
- Grant revenue funds were removed from the 16-17 budget for the Winningkoff Trailhead project and added to the 17/18 budget due to the timing of when funds were received.

Mayor Pro Tem Peele opened the public hearing at 8:07 pm. There being no one wishing to speak, the public hearing was closed.

There was no further discussion or formal action taken on this item.

10. Second public hearing to consider the tax rate for Fiscal Year 2017-2018.

Finance Director Liz Exum stated that the City will be maintaining the existing tax rate of \$0.317948.

Mayor Pro Tem Peele opened the public hearing at 8:08 pm. There being no one wishing to speak, the public hearing was closed.

There was no further discussion or formal action taken on this item.

Regular Agenda

11. Provide update regarding the acquisition of land to expand the Lucas Community Park and consider options related to future expansion.

Development Services Director Joe Hilbourn updated the City Council regarding expansion of the Community Park. He stated that letters were mailed to adjoining property owners of the Lucas

Community Park on July 12, 2017 to gauge interest if any property owners would sell one-half to one-acre of land to expand the park. Mr. Hilbourn stated that he received a call from one property owner, but they were not willing to sell at that time. No other responses had been received and no other options were available for expansion at this time.

There was no further discussion and no formal action was taken on this item.

12. Discuss and provide information on ranking and scoring of the Statement of Qualifications received from the Request for Qualifications (#008-17) for engineering consulting services.

Public Works Director/City Engineer Stanton Foerster stated that he worked with City Staff and Councilmember Duke to review the Requests for Qualifications received for various engineering projects. Mr. Foerster stated the following firms ranked the highest and contracts will be brought forward for consideration at the September 21, 2017 City Council meeting:

BW2 Engineers, Inc.

- North Pump Station Water Tower
- Parker Road Waterline Phase 2
- Parker Road Waterline Phase 3T

Lakes Engineering, Inc.

- Blondy Jhune Road Middle and East Sections

Birkhoff, Hendricks, & Carter, LLC

- Winningkoff Reverse Curve
- W. Lucas Road/Stinson Road Intersection
- Winningkoff Road Middle Section

KCI Technologies, Inc.

- Stinson Road Southern Section

Kimley-Horn and Associates, Inc.

- On-Call Engineering

Lee Engineering, LLC

- On-Call Engineering

There was no further discussion and no formal action was taken on this item.

13. Consider authorizing the City Manager to enter into an agreement for Professional Services with Baxter I.T. beginning October 1, 2017, for all aspects of the maintenance and operations of the computer and information technology network including both hardware and software at 1) an initial monthly rate of \$6,024.00, 2) plus on-call work based on an hourly rate between \$95 and \$135, and 3) an initial monthly rate of \$1333.63 for Cloud Services. All of these rates may be adjusted by the City Manager per the requirements stated in the agreement.

Public Works Director/City Engineer Stanton Foerster stated the existing contract with Baxter IT expires September 30, 2017. Mr. Foerster discussed details of the contract and stated that Baxter IT had been the City's consultant since 2007.

Councilmember Lawrence asked if the City had gone out to bid for IT consultant services.

Mr. Foerster stated that the City had not gone out for bids and were satisfied with the services that were being provided. Mr. Foerster discussed the services offered by Baxter, the amount of data stored on servers provided by Baxter IT and cloud storage also used.

Councilmember Lawrence stated that because the contract was expiring, there was not adequate time to go out for bids; however, he would have liked to have seen other bids to compare pricing. Councilmember Lawrence stated that he would like to go out for bids to compare pricing for future contracts to ensure the City was receiving the best price for IT services.

City Manager Joni Clarke stated that she would obtain costs from other cities that also outsource their IT services to begin comparing costs.

Councilmember Millsap clarified that #2 of the motion on the coversheet should reflect the same hourly rate pricing of \$95 for on call rates as stated in the contract. Councilmember Millsap also discussed Section 9 of the contract relating to "hiring of Baxter IT employees". He stated the rate appeared high and would like to consider amending the language and reducing the cost to 30 percent of his or her annualized compensation for the immediate preceding 12 months.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Baney, to authorize the City Manager to enter into an Agreement for Professional Service with Baxter I.T. beginning October 1, 2017, for all aspects of the maintenance and operations of the computer and information technology network including both hardware and software at 1) an initial monthly rate of \$6,024.00, 2) plus on-call work based on an hourly rate of \$95, and 3) an initial monthly rate of \$1333.63 for Cloud Services. All of these rates may be adjusted by the City Manager per the requirements stated in the agreement; and amending Section 9, last sentence of the contract to read "If the City hires any of such IT professionals, the City agrees to pay Baxter IT an amount equal to 30 percent of his or her average annualized compensation for the immediate preceding 12 months."

The motion passed by a 5 to 1 vote with Councilmember Lawrence voting in opposition.

14. Consider cancelling the October 5, 2017 City Council meeting.

The City Council was in agreement to move forward with the October 5, 2017 City Council meeting.

15. Consider approving Resolution R 2017-09-00465 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors.

Councilmember Millsap stated that he would like to nominate Wayne Mayo as a consideration to the Collin Central Appraisal District Board of Directors. Councilmember Millsap stated that Mr. Mayo was an existing board member and retired appraiser.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to nominate Wayne Mayo to the Collin Central Appraisal District Board of Directors. The motion passed unanimously by a 6 to 0 vote.

16. Consider setting a date for the evaluations of the City Manager and City Secretary.

The City Council was in agreement to set a date of November 16 to conduct evaluations of both the City Manager and the City Secretary.

Executive Session

17. Executive Session: An Executive Session is not scheduled for this meeting.

The City Council did not hold an Executive Session during this meeting.

18. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to adjourn the meeting at 8:44 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

Kathleen Peele, Mayor Pro Tem

Stacy Henderson, City Secretary



ORDINANCE 2017-09-00867

**[Special Use Permit for a Drive-Thru Restaurant Located at
Southeast Corner of Angel Parkway and Lake Travis Drive]**

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW FOR THE OPERATION OF A DRIVE-THRU RESTAURANT ON A 1.3237-ACRE TRACT OF LAND OUT OF THE W. M. SNIDER SURVEY, ABSTRACT NUMBER 821, CITY OF LUCAS, COLLIN COUNTY, TEXAS, LOCATED AT SOUTHEAST CORNER OF ANGEL PARKWAY AND LAKE TRAVIS DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR APPROVAL OF THE CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR APPROVAL OF THE ELEVATIONS PLAN ATTACHED HERETO AS EXHIBIT “D”; PROVIDING FOR THE APPROVAL OF THE SIGNAGE PLAN ATTACHED HERETO AS EXHIBIT “E”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the ordinances of the City of Lucas, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as previously amended, should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a Special Use Permit to allow for the operation of a drive-thru restaurant on a 1.3237-acre tract of land out of the W. M. Snider Survey, Abstract Number 821, City of Lucas, Collin County, Texas, located at the southeast corner of Angel Parkway and Lake Travis Drive, and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2. That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, subject to the following special conditions:

- (1) the Property shall be developed in accordance with the Site Plan attached hereto as Exhibit “B”, the Concept Plan attached hereto as Exhibit “C”, and the Elevation Plans attached hereto as Exhibit “D”, and made a part hereof for all purposes;
- (2) drive-thru on the north side of the building to be located on the Property shall only be used in conjunction with a restaurant use;
- (3) all signage shall be in compliance with Article 3.16 “Signs” of Chapter 3 “Building Regulations” of the City of Lucas Code of Ordinances, with the following exceptions:
 - (a) a monument sign similar to the shape of an “L”, and to the surrounding commercial properties located on Angel Parkway, and as depicted on Exhibit “E”; and
- (4) Ten (10) trees (five (5) from the large tree list and five (5) from the small tree list found in Section 3.18.024 of the City’s Code of Ordinances) shall be planted in a double staggered row, along the east side of the detention pond on the Property for screening purposes.

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

SECTION 4. That all provisions of the Ordinances of the City of Lucas, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of Lucas, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

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

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 21st DAY OF SEPTEMBER 2017.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(08-23-2017/89509)

Stacy Henderson, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 1.3237-acre tract of land situated in the W. M. SNIDER SURVEY, ABSTRACT NO. 821, City of Lucas, Collin County Texas and being part of that tract of land conveyed, to Pennington Partners, LTD. by Warranty Deed with Vendor's Lien, recorded in Volume 5184, Page 1102 Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the southerly right-of-way line of McGarity Lane, being the northeast corner of said Pennington Partners, LTD. tract of land.

THENCE S 89° 23' 17" W, along the southerly right-of-way line of said McGarity Lane and the north line of said Pennington Partners, LTD, tract, a distance of 957.82 feet to a 1/2-inch iron rod found at the intersection of the southerly right-of-way line of said McGarity Lane with the easterly right-of-way line of Angel Parkway (FM Highway 2551) (a 100' R.O.W.) and being the northwest corner of said Pennington Partners, LTD tract;

THENCE S 00° 45' 38" E, along the easterly right-of-way line of said Angel Parkway (FM Highway 2551) and the west line of said Pennington Partners, LTD. tract, a distance of 513.19 feet to the POINT OF BEGINNING;

THENCE N 89° 14' 22" E, a distance of 310.00 feet to a point;

THENCE S 00° 45' 38" E, a distance of 186.00 feet to a point;

THENCE S 89° 14' 22" W, a distance of 310.00 feet to a point in the easterly right-of-way line of said Angel Parkway (FM Highway 2551) and the west line of said Pennington Partners, LTD. tract;

THENCE N 00° 45' 38" W, along the easterly right-of-way line of said Angel Parkway (FM Highway 2551) and the west line of said Pennington Partners, LTD. tract, a distance of 186.00 feet to the POINT OF BEGINNING and containing 57,660 sq. ft. or 1.3237 acres of land, more or less.

EXHIBIT “B” SITE PLAN

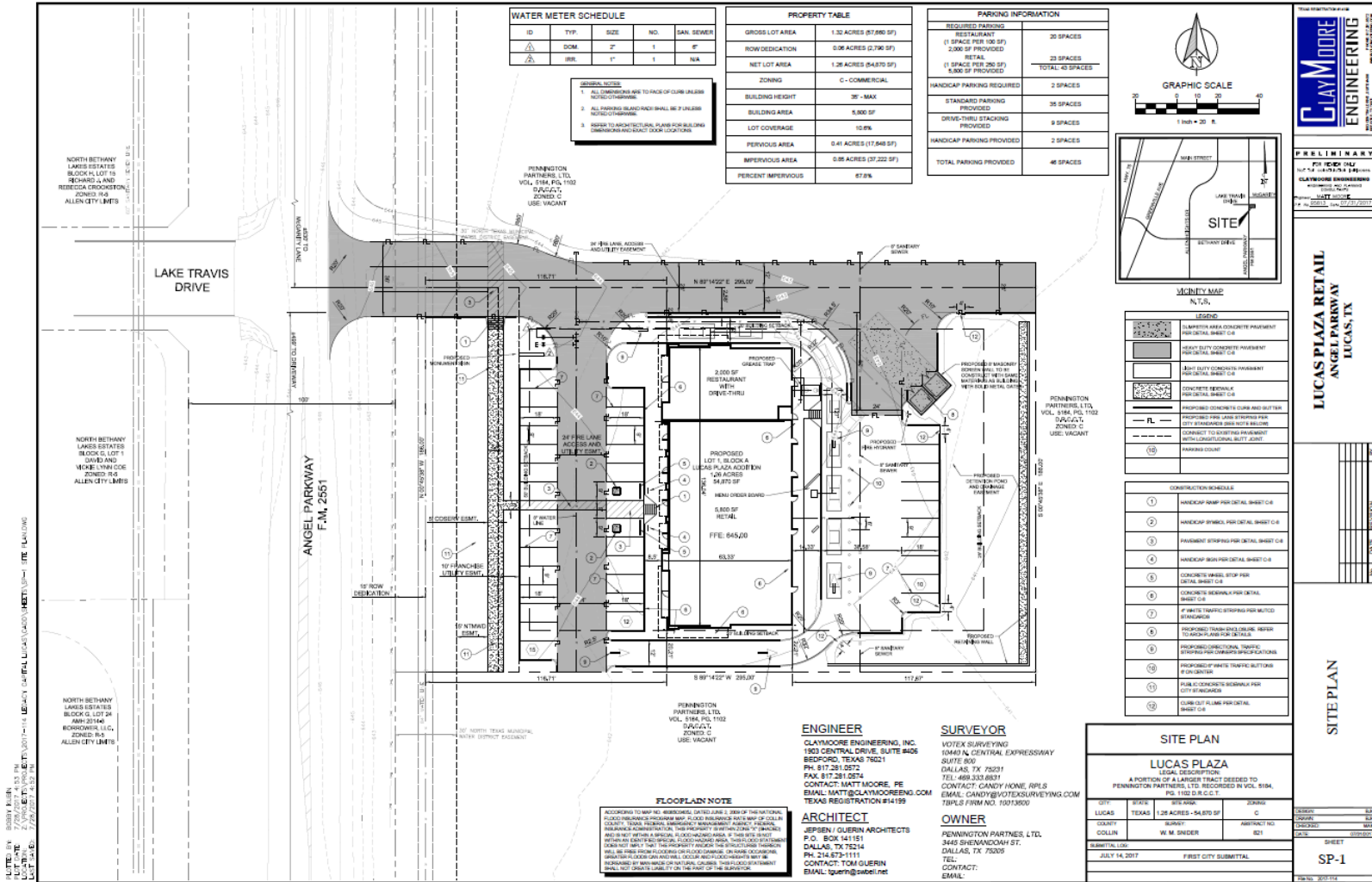


EXHIBIT "C"
CONCEPT PLAN



Exhibit "C"
City of Lucas
Ordinance 2017-09-00867
Approved: September 21, 2017

EXHIBIT "D"

ELEVATIONS PLAN

NOTES

THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW

WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING

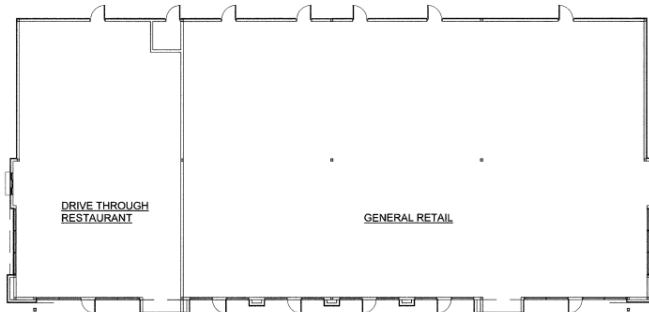
ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT

ROOF ACCESS SHALL BE PROVIDED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL

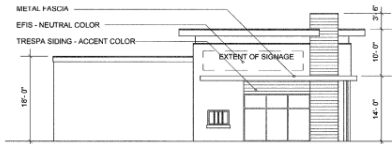
ELEVATION MATERIALS CALCULATIONS

FRONT (WEST)	RIGHT (SOUTH)
EFIS 934 SF	EFIS 903 SF
TRESPA LAMINATE SIDING 872 SF	TRESPA LAMINATE SIDING 190 SF
METAL TRIM 356 SF	METAL TRIM 148 SF
SUBTOTAL 2062 SF	SUBTOTAL 1241 SF
GLAZING 904 SF	GLAZING 157 SF
TOTAL 2966 SF	TOTAL 1398 SF

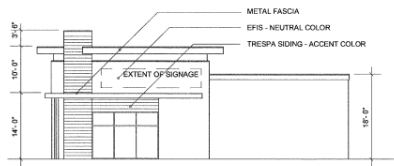
LEFT (NORTH)	REAR (EAST)	SUMMARY
EFIS 903 SF	EFIS 2522 SF	EFIS 5192 SF / DIVIDED BY
TRESPA LAMINATE SIDING 190 SF	METAL TRIM 282 SF	TOTAL AREA 7378 SF
METAL TRIM 148 SF	SUBTOTAL 2834 SF	(EXCLUDING GLASS)
SUBTOTAL 1241 SF	GLAZING 0000 SF	71% MASONRY
GLAZING 157 SF	TOTAL 2834 SF	
TOTAL 1398 SF		



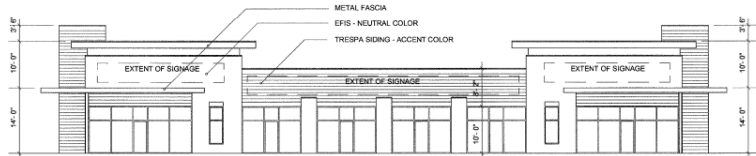
FLOOR PLAN 1/8" = 1'-0"



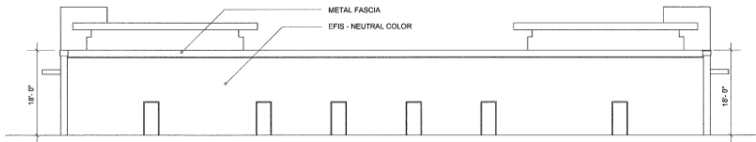
LEFT (NORTH) ELEVATION 1/8" = 1'-0"



RIGHT (SOUTH) ELEVATION 1/8" = 1'-0"



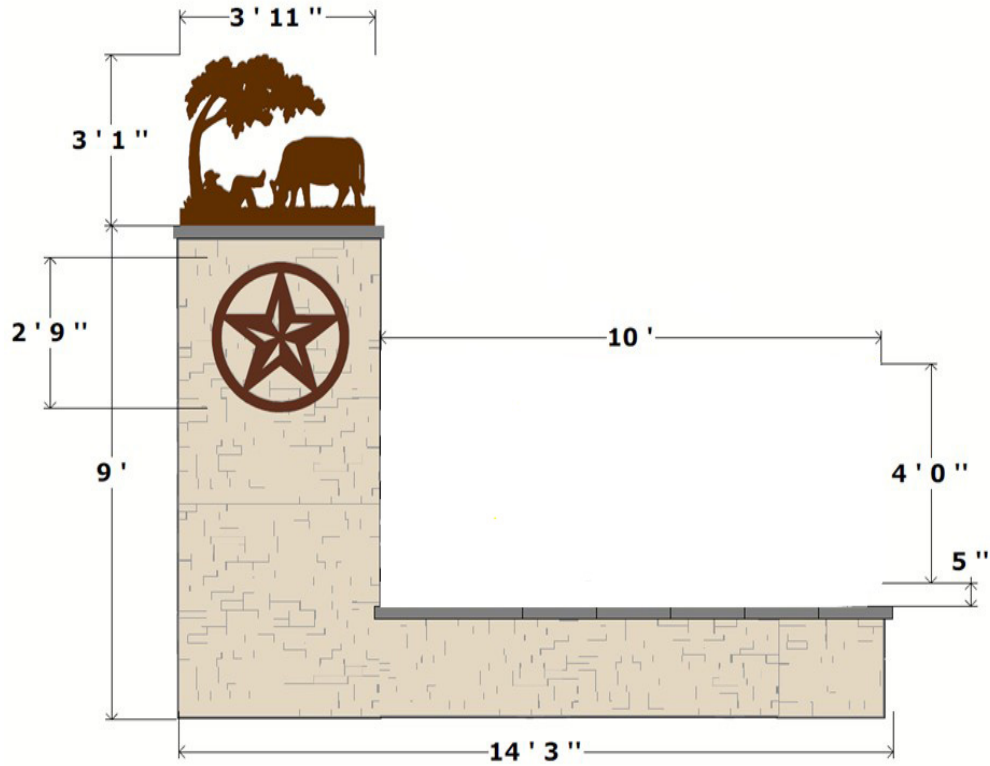
FRONT (WEST) ELEVATION 1/8" = 1'-0"



REAR (EAST) ELEVATION 1/8" = 1'-0"

LUCAS PLAZA RESTAURANT / RETAIL CENTER LUCAS, TEXAS
 JEPSEN / GUERIN ARCHITECTS DALLAS, TEXAS 7/17/17

EXHIBIT "E"
SIGNAGE





Contract Amendment Ten (10)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Lucas
665 Country Club Road
Lucas, TX 75002

Effective Date 10/1/2017
Contract No. 10095-09
Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.:			<u>2008-007-01-08</u>
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2008-881-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2009-582-08-10</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2010-829-10-11</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2011-677-09-19</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2013-011-01-07</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2013-936-11-11</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2014-987-12-15</u>
Contract Amendment No.:	<u>8</u>	Court Order No.	<u>2016-013-01-04</u>
Contract Amendment No.:	<u>9</u>	Court Order No.	<u>2017-028-01-23</u>
Contract Amendment No.:	<u>10</u>	Court Order No.	<u></u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents.
Agreement shall be in effect from October 1, 2017, continuing through and including September 30, 2018.

Total amount for fiscal year 2018: \$19,030.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF LUCAS

665 Country Club Road
Lucas, TX 75002

SIGNATURE _____

TITLE: _____

DATE: _____

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE: _____



Contract Amendment Ten (10)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Lucas
665 Country Club Rd
Lucas, TX 75002

Effective Date 10/1/2017
Contract No. 10096-09
Contract Interlocal Agreement for the Facility
Construction and Use of an Animal Shelter
in Collin County

Awarded by Court Order No.:		2008-010-01-08
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2008-882-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-583-08-10</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2010-830-10-11</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2011-678-09-19</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2013-012-01-07</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2013-937-11-11</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2014-949-12-08</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2016-014-01-04</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2017-029-01-23</u>
Contract Amendment No.:	<u>10</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2017, continuing through and including September 30, 2018 at the below rate:

Total amount for fiscal year 2018: \$ 14,970.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF LUCAS

665 Country Club Rd.
Lucas, TX 75002

SIGNATURE _____

TITLE: _____

DATE: _____

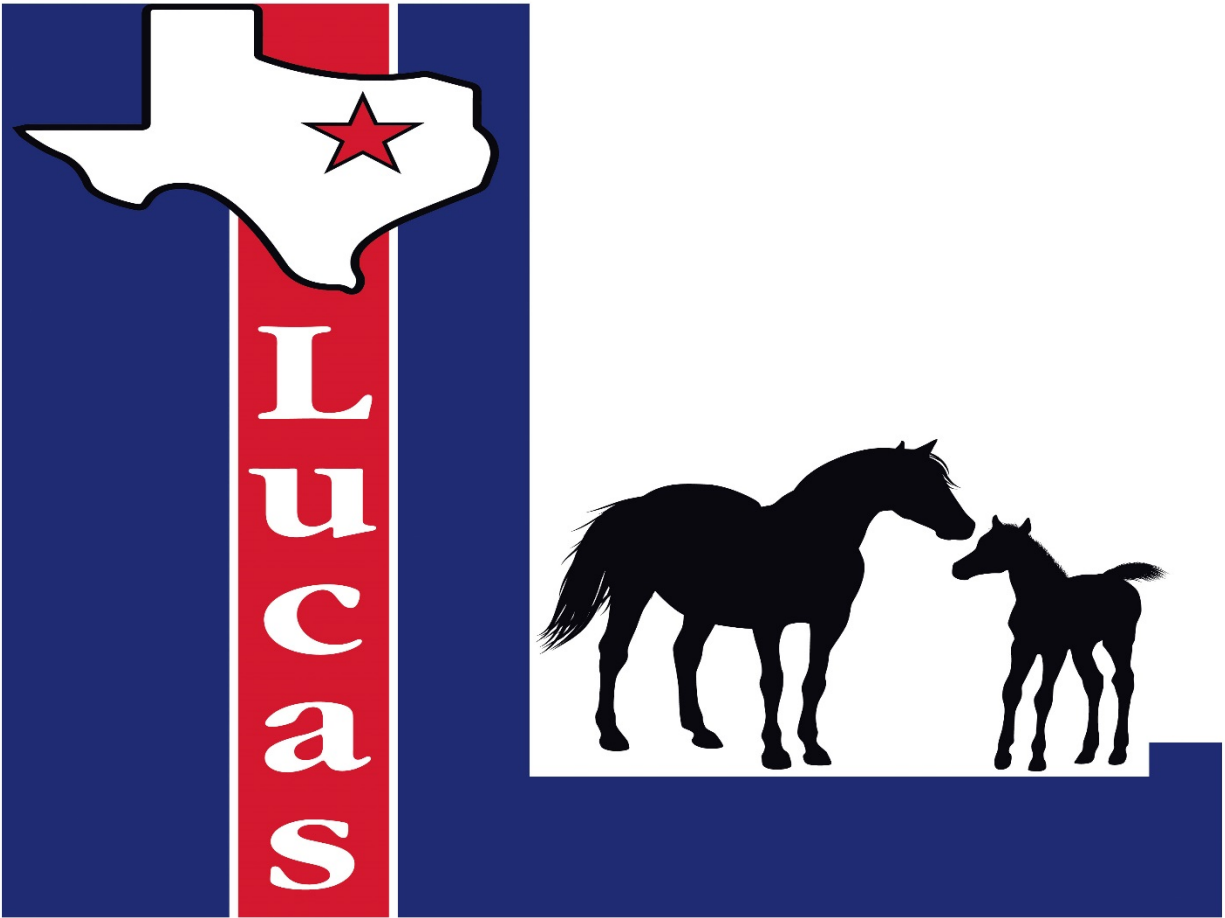
ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE: _____



Design Manual

for the

*Installation of Network Nodes and Node Support Poles
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

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SECTION 1. PURPOSE AND APPLICABILITY

The City of Lucas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301¹, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sittings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.²

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Lucas, Texas or its lawful successor.

City Manager means City Manager or designee.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city, state, or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of “Network Node.”

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual on Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation.

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

Network provider means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later. *SWPPP* shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT

A. Prohibited or Restricted Areas for Certain Wireless facilities, Except with Separate City Agreement or Subject to Concealment Conditions

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

- (1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and
- (2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic Landmarks.*** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

3. ***Compliance with Undergrounding Requirements.*** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

3.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

3.2. Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least Preferable Locations

1. **Residential Areas and Parks.** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

C. Most Preferable Locations

1. *Industrial Areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial Areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Exceptions

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

E. Order of Preference Regarding Network Node Attachment to Existing Facilities and New Node Support Poles

1. *Existing Telephone or Electrical Lines between Existing Utility Poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles:*

- a. *Non-decorative street lights* with a height of more than 20 feet.
- b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).
- c. *Street signage* shall be a low priority use for attachment of a Network Node.
- d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT

A. Generally

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

- 1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- 2. obstruct the legal use of a public right-of-way by other utility providers;
- 3. violate nondiscriminatory applicable codes;
- 4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual; and
- 5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.³

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of Non-Interference with City Safety Communication Networks.*

- a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system,

traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

- b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.
4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*
- a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.
 - b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$2,000 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

C. Underground Requirement Areas

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location

will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

D. Network Node Facilities Placement

1. *Right-of-Way.* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.
2. *Height Above Ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.
4. *Limit on Number of Network Nodes Per Site.* There shall be no more than one Network Node on any one Pole.

E. New Node Support Poles

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.
2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:
 - (a) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
 - (b) 55 feet above ground level.

F. Ground Equipment

1. *Ground Equipment Near Street Corners and Intersections.* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1),

to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager in writing.
3. *Minimize Ground Equipment Density:* In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 16 sq. ft. or more.

G. Municipal Service Poles

1. *In Accordance with Agreement.* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).
2. *Required Industry Standard Pole Load Analysis.* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.
3. *Height of Attachments.* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.
3. *Installations on Traffic Signals.* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:
 - i. Be encased in a separate conduit than the traffic light electronics;

- ii. Have a separate electric power connection than the traffic signal structure; and
 - iii. Have a separate access point than the traffic signal structure; and
4. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:
- i. Be encased in a separate conduit than any City signage electronics;
 - ii. Have a separate electric power connection than the signage structure; and
 - iii. Have a separate access point than the signage structure.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment

- 1. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.
- 2. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
- 3. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed

Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

SECTION 6. ELECTRICAL SUPPLY

1. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

2. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. Removal or Relocation by Network Provider

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. Removal or Relocation Required for City Project

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

4. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. Removal Required by City for Safety and Imminent Danger Reasons

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related

ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The City Manager shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. Installation

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Manager, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. Inspections

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed

immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager and City Manager in writing of such removal or Abandonment and shall file with the City Manager and City Manager the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS

1. **As Built Maps and Records.** Network Provider's as-built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. **Courtesy and Proper Performance.** Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Manager or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. **Drug Policy.** Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. **Allocation of Funds for Removal and Storage.** The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support

Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

5. **Ownership.** Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

6. **Tree Maintenance.** Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider, its contractors, and agents shall obtain written permission from the City Manager before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Manager, Network Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. **Signage.** Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. **Graffiti Abatement.** Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the

Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. **Restoration.** Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

10. **Network Provider's Responsibility.** Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12-19 RESERVED

SECTION 20. DESIGN MANUAL – UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

¹ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS.

(a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

² The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

-
- (B) does not include:
- (i) an electric generator;
 - (ii) a pole; or
 - (iii) a macro tower.
- (13) "Network provider" means:
- (A) a wireless service provider; or
 - (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.
- (14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.
- (15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.
- (16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.
- (17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.
- (18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:
- (A) a private easement; or
 - (B) the airwaves above a public right-of-way with regard to wireless telecommunications.
- (19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.
- (20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.
- (21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:
- (A) a pole that supports traffic control functions;
 - (B) a structure for signage;
 - (C) a pole that supports lighting, other than a decorative pole; and
 - (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.
- (22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.
- (23) "Utility pole" means a pole that provides:
- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
 - (B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.
- (24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.
- (25) "Wireless service provider" means a person that provides wireless service to the public.

³ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

- (1) each antenna that does not have exposed elements and is attached to an existing structure or pole:
 - (A) must be located inside an enclosure of not more than six cubic feet in volume;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:
 - (A) must fit within an imaginary enclosure of not more than six cubic feet;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
 - (A) be more than 28 cubic feet in volume; or
 - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
 - (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
 - (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.



ORDINANCE NO. 2017-09-00870

[ORDINANCE ADOPTING CITY OF LUCAS DESIGN MANUAL]

WHEREAS, Chapter 284 of the Local Government Code, effective September 1, 2017, provides a regulatory framework governing the installation of Nodes and Node Support Poles in the City's Right-of-Way; and

WHEREAS, pursuant to Chapter 284, Network Providers installing wireless equipment in the City's Right-of-Way must comply with the Design Manual adopted by the City for that purpose; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the attached Design Manual should be approved;

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

Section 1. The Lucas Design Manual for the Installation of Network Nodes and Node Support Poles, attached hereto as Exhibit "A", is hereby adopted. All Network Providers seeking to install wireless equipment in the right-of-way of the City of Lucas pursuant to Chapter 284 of the Local Government Code must comply with this Design Manual.

Section 2. All provisions of the ordinances of the City of Lucas in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Lucas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 3. If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

Section 4. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2017.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(09-06-2017/88383)

Stacy Henderson, City Secretary

EXHIBIT “A”
City of Lucas Design Manual



City of Lucas

City Council Agenda Request

September 21, 2017

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider the request by Pennington Partners LTD, on behalf of Legacy Alliance Holdings, LLC, for site plan approval for a shell building for the property located at the southeast corner of Angel Parkway and Lake Travis Drive.

Background Information:

A specific use permit was approved by the Planning and Zoning Commission on August 10, 2017 and the associated site plan for this property was approved at the September 14, 2017 Planning and Zoning Commission meeting allowing for the use of a drive-thru.

The site plan request proposes a shell building with a drive-thru for the property located at the southeast corner of Angel Parkway and Lake Travis Drive, and there is no tenant proposed currently. The property is 1.26 acres currently zoned Commercial Business. There is 67.8 percent impervious cover proposed, and 70 percent is permitted. Thirty seven (37) parking spaces are being provided, and 35 parking spaces are required. Nine parking spaces are being provided for stacking as part of the drive thru, and five are required. The proposed building is 5,800 square feet, and less than 35 feet tall. Dark sky compliant lighting is provided and there is no flood plain located on this site.

Attachments/Supporting Documentation:

1. Site plan, elevations, and floor plan
2. Concept Plan

Budget/Financial Impact:

NA

Recommendation:

The Planning and Zoning Commission unanimously approved the site plan for this project.

Motion:

I make a motion to approve/deny the request by Pennington Partners LTD, on behalf of Legacy Alliance Holdings, LLC, for site plan approval for a shell building for the property located at the southeast corner of Angel Parkway and Lake Travis Drive.

PLOTTED BY: BOBBY KUBIN, 5:31 PM
 PLOT DATE: 7/26/2017
 LOCATION: Z:\PROJECTS\PROJECTS\2017-114 LEGACY CAPITAL LUCAS\CADD\SHEETS\SP-1 SITE PLANDWG
 LAST SAVED: 7/26/2017 4:52 PM

NORTH BETHANY
 LAKES ESTATES
 BLOCK H, LOT 15
 RICHARD J. AND
 REBECCA CROOKSTON
 ZONED: R-5
 ALLEN CITY LIMITS

NORTH BETHANY
 LAKES ESTATES
 BLOCK G, LOT 1
 DAVID AND
 VICKIE LYNN COE
 ZONED: R-5
 ALLEN CITY LIMITS

NORTH BETHANY
 LAKES ESTATES
 BLOCK G, LOT 24
 AMH 2014-3
 BORROWER, L.L.C.
 ZONED: R-5
 ALLEN CITY LIMITS

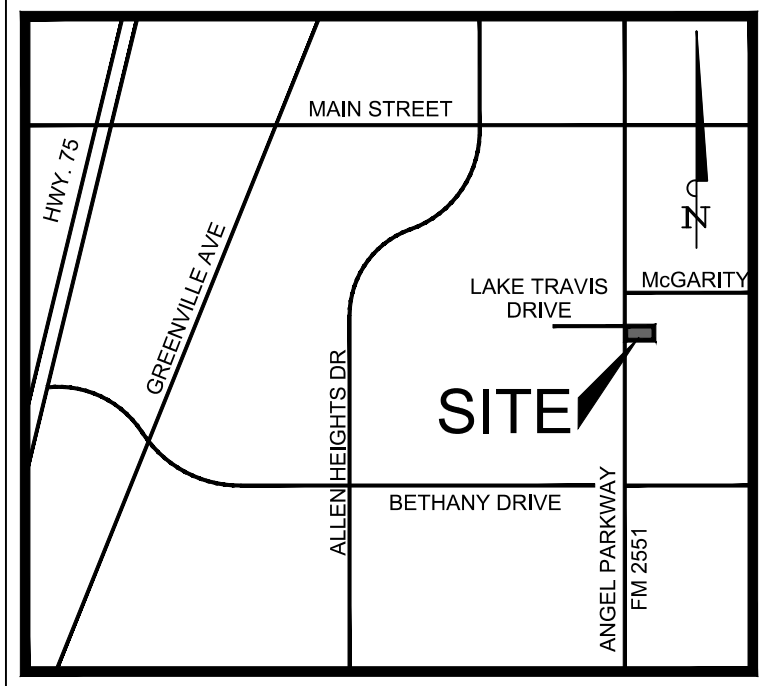
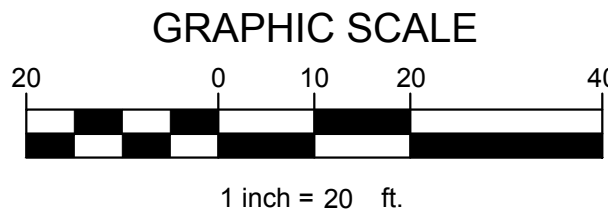
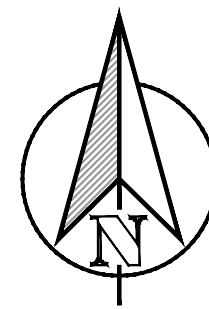
WATER METER SCHEDULE				
ID	TYP.	SIZE	NO.	SAN. SEWER
1	DOM.	2"	1	6"
2	IRR.	1"	1	N/A

GENERAL NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
- ALL PARKING ISLAND RADII SHALL BE 3' UNLESS NOTED OTHERWISE.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

PROPERTY TABLE	
GROSS LOT AREA	1.32 ACRES (57,660 SF)
ROW DEDICATION	0.06 ACRES (2,790 SF)
NET LOT AREA	1.26 ACRES (54,870 SF)
ZONING	C - COMMERCIAL
BUILDING HEIGHT	35' - MAX
BUILDING AREA	5,800 SF
LOT COVERAGE	10.6%
PERVIOUS AREA	0.41 ACRES (17,648 SF)
IMPERVIOUS AREA	0.85 ACRES (37,222 SF)
PERCENT IMPERVIOUS	67.8%

PARKING INFORMATION	
REQUIRED PARKING	
RESTAURANT (1 SPACE PER 100 SF) 2,000 SF PROVIDED	20 SPACES
RETAIL (1 SPACE PER 250 SF) 5,800 SF PROVIDED	23 SPACES
	TOTAL: 43 SPACES
HANDICAP PARKING REQUIRED	2 SPACES
STANDARD PARKING PROVIDED	35 SPACES
DRIVE-THRU STACKING PROVIDED	9 SPACES
HANDICAP PARKING PROVIDED	2 SPACES
TOTAL PARKING PROVIDED	46 SPACES



VICINITY MAP
N.T.S.

LEGEND	
	DUMPSTER AREA CONCRETE PAVEMENT PER DETAIL SHEET C-8
	HEAVY DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-8
	LIGHT DUTY CONCRETE PAVEMENT PER DETAIL SHEET C-8
	CONCRETE SIDEWALK PER DETAIL SHEET C-8
	PROPOSED CONCRETE CURB AND GUTTER
	PROPOSED FIRE LANE STRIPING PER CITY STANDARDS (SEE NOTE BELOW)
	CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT.
	PARKING COUNT

CONSTRUCTION SCHEDULE	
1	HANDICAP RAMP PER DETAIL SHEET C-8
2	HANDICAP SYMBOL PER DETAIL SHEET C-8
3	PAVEMENT STRIPING PER DETAIL SHEET C-8
4	HANDICAP SIGN PER DETAIL SHEET C-8
5	CONCRETE WHEEL STOP PER DETAIL SHEET C-8
6	CONCRETE SIDEWALK PER DETAIL SHEET C-8
7	4" WHITE TRAFFIC STRIPING PER MUTCD STANDARDS
8	PROPOSED TRASH ENCLOSURE. REFER TO ARCH PLANS FOR DETAILS.
9	PROPOSED DIRECTIONAL TRAFFIC STRIPING PER OWNER'S SPECIFICATIONS.
10	PROPOSED 6" WHITE TRAFFIC BUTTONS 6" ON CENTER
11	PUBLIC CONCRETE SIDEWALK PER CITY STANDARDS
12	CURB CUT FLUME PER DETAIL SHEET C-8

SITE PLAN

LUCAS PLAZA

LEGAL DESCRIPTION:
A PORTION OF A LARGER TRACT DEEDED TO
PENNINGTON PARTNERS, LTD. RECORDED IN VOL. 5184,
PG. 1102 D.R.C.C.T.

CITY:	STATE:	SITE AREA:	ZONING:
LUCAS	TEXAS	1.26 ACRES - 54,870 SF	C
COUNTY:	SURVEY:	ABSTRACT NO.	
COLLIN	W. M. SNIDER	821	

SUBMITTAL LOG:	
JULY 14, 2017	FIRST CITY SUBMITTAL

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING

1903 CENTRAL DRIVE, SUITE 400
BEDFORD, TX 76021
WWW.CLAYMOORE.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS

Engineer: **MATT MOORE**
P.E. No. 95813 Date: 07/31/2017

LUCAS PLAZA RETAIL
ANGEL PARKWAY
LUCAS, TX

SITE PLAN

DESIGN:	BJK
DRAWN:	BJK
CHECKED:	MAM
DATE:	07/31/2017

SHEET
SP-1

File No. 2017-114

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0405J, DATED JUNE 2, 2009 OF THE NATIONAL
 FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN
 COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL
 INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (SHADED)
 AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT
 WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT
 DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON
 WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS,
 GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE
 INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT
 SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ENGINEER

CLAYMOORE ENGINEERING, INC.
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TEXAS 76021
 PH. 817.281.0572
 FAX. 817.281.0574
 CONTACT: MATT MOORE, PE
 EMAIL: MATT@CLAYMOOREENG.COM
 TEXAS REGISTRATION #14199

ARCHITECT

JEPSSEN / GUERIN ARCHITECTS
 P.O. BOX 141151
 DALLAS, TX 75214
 PH. 214.673-1111
 CONTACT: TOM GUERIN
 EMAIL: tguerir@swbell.net

SURVEYOR

VOTEX SURVEYING
 10440 N. CENTRAL EXPRESSWAY
 SUITE 800
 DALLAS, TX 75231
 TEL: 469.333.8831
 CONTACT: CANDY HONE, RPLS
 EMAIL: CANDY@VOTEXSURVEYING.COM
 TBPLS FIRM NO. 10013600

OWNER

PENNINGTON PARTNES, LTD.
 3445 SHENANDOAH ST.
 DALLAS, TX 75205
 TEL:
 CONTACT:
 EMAIL:

PENNINGTON
 PARTNERS, LTD.
 VOL. 5184, PG. 1102
 D.R.C.C.T.
 ZONED: C
 USE: VACANT

PENNINGTON
 PARTNERS, LTD.
 VOL. 5184, PG. 1102
 D.R.C.C.T.
 ZONED: C
 USE: VACANT

NOTES
THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL OF THE BUILDING INSPECTION DEPARTMENT

ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW

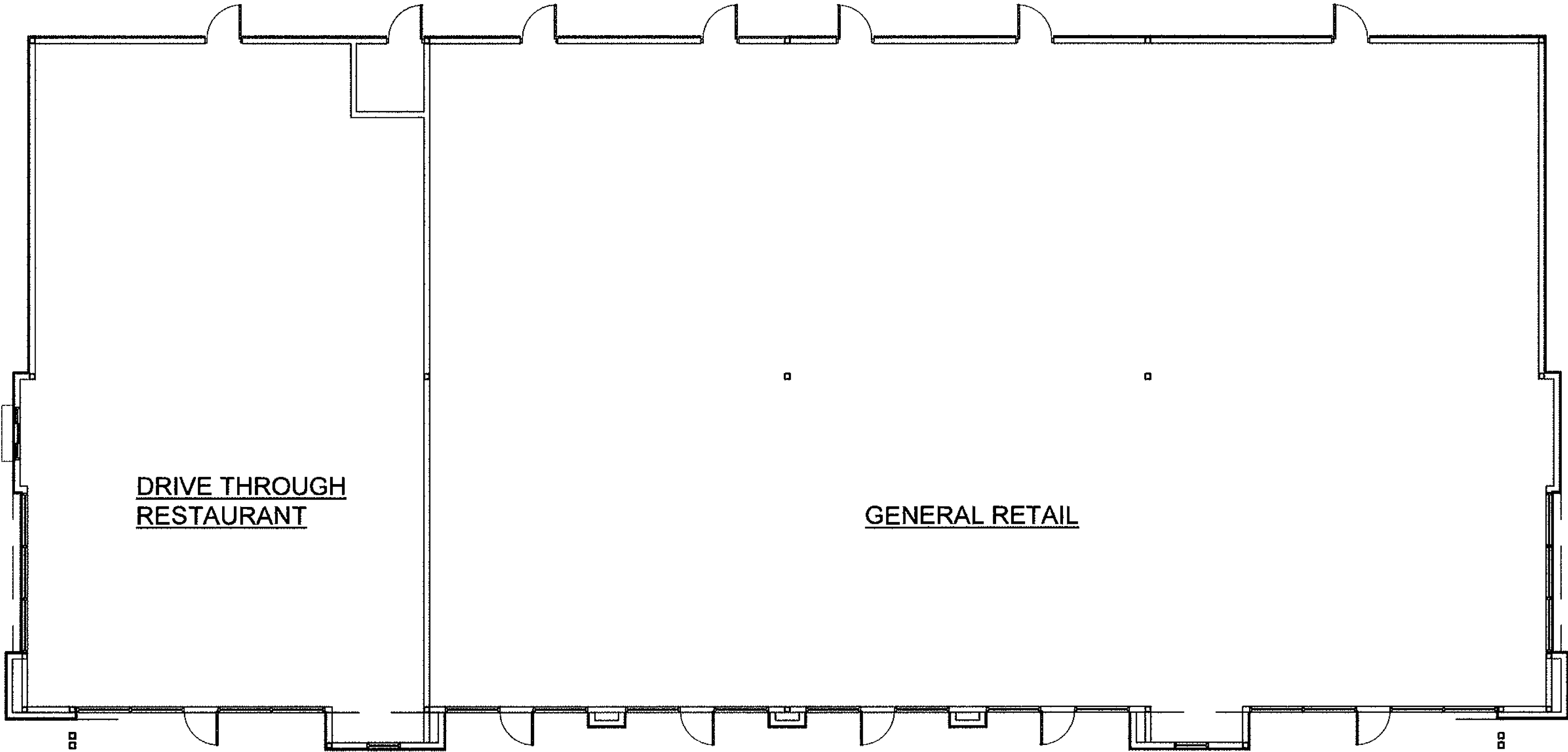
WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING

ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTION DEPARTMENT

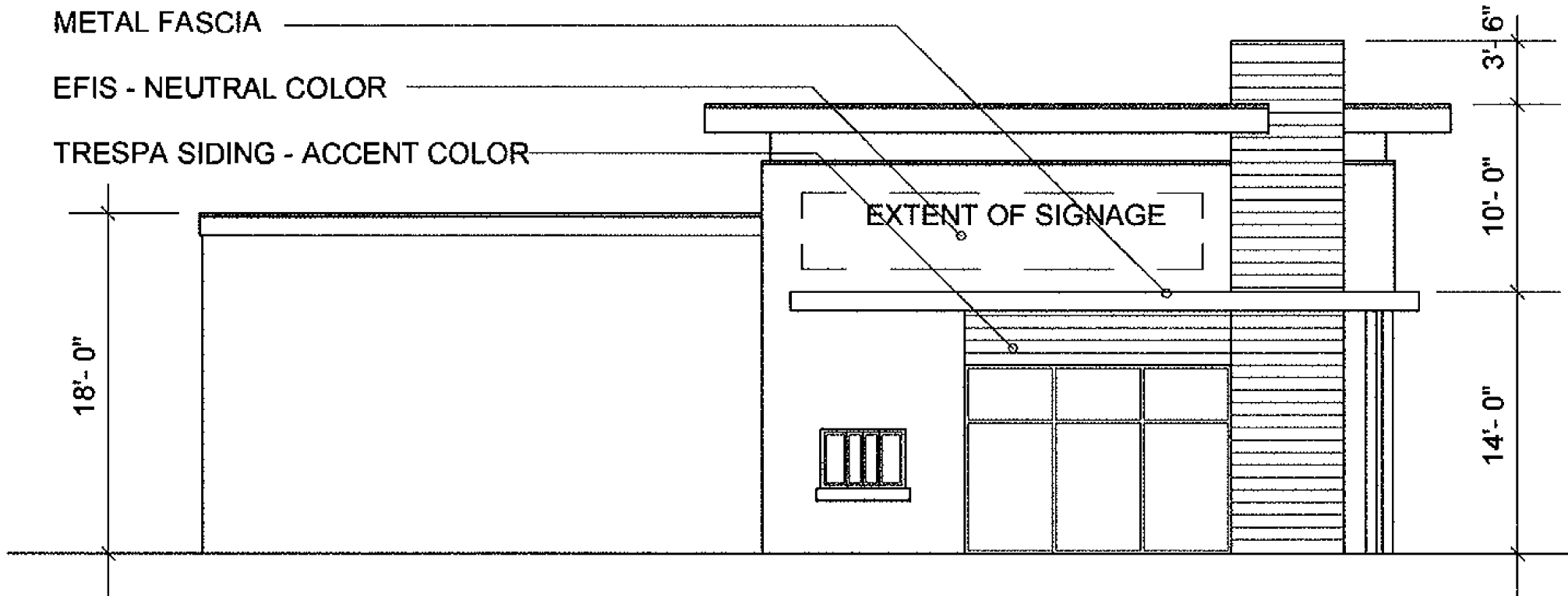
ROOF ACCESS SHALL BE PROVIDED INTERNALLY UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL

ELEVATION MATERIALS CALCULATIONS

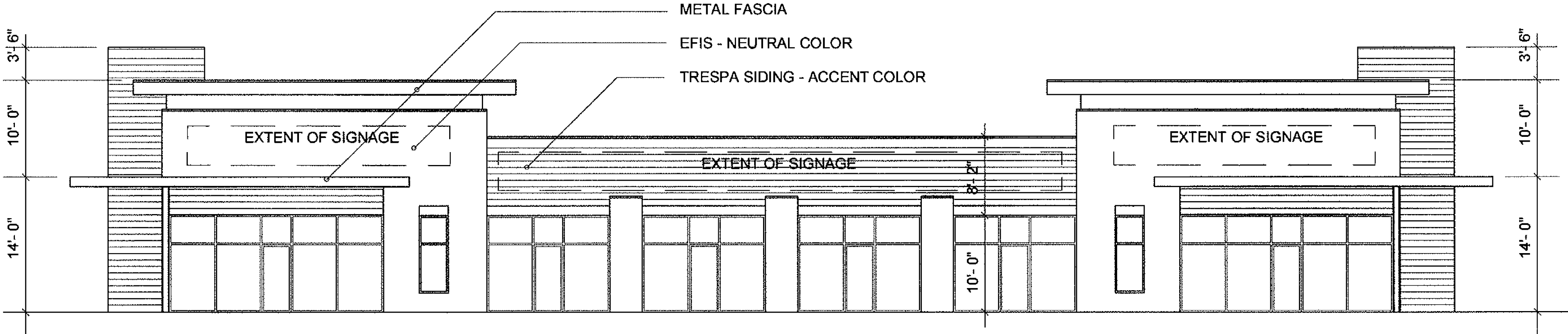
FRONT (WEST)	RIGHT (SOUTH)	
EFIS 834 SF	EFIS 903 SF	
TRESPA LAMINATE SIDING 872 SF	TRESPA LAMINATE SIDING 190 SF	
METAL TRIM 356 SF	METAL TRIM 148 SF	
SUBTOTAL 2062 SF	SUBTOTAL 1241 SF	
GLAZING 904 SF	GLAZING 157 SF	
TOTAL 2966 SF	TOTAL 1398 SF	
LEFT (NORTH)	REAR (EAST)	SUMMARY
EFIS 903 SF	EFIS 2552 SF	EFIS 5192 SF / DIVIDED BY
TRESPA LAMINATE SIDING 190 SF	METAL TRIM 282 SF	TOTAL AREA 7378 SF
METAL TRIM 148 SF	SUBTOTAL 2834 SF	(EXCLUDING GLASS)
SUBTOTAL 1241 SF		
GLAZING 157 SF	GLAZING 0000 SF	71% MASONRY
TOTAL 1398 SF	TOTAL 2834 SF	



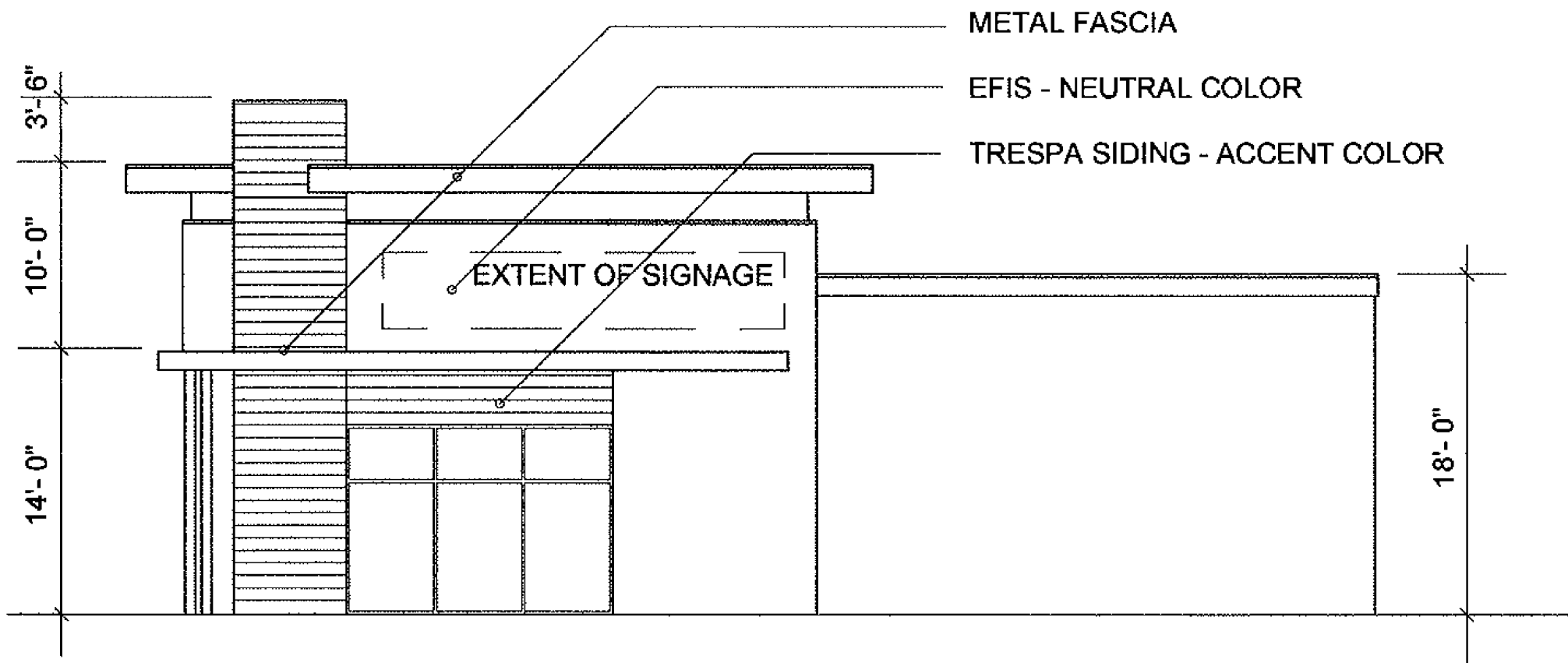
FLOOR PLAN 1/8"= 1'- 0"



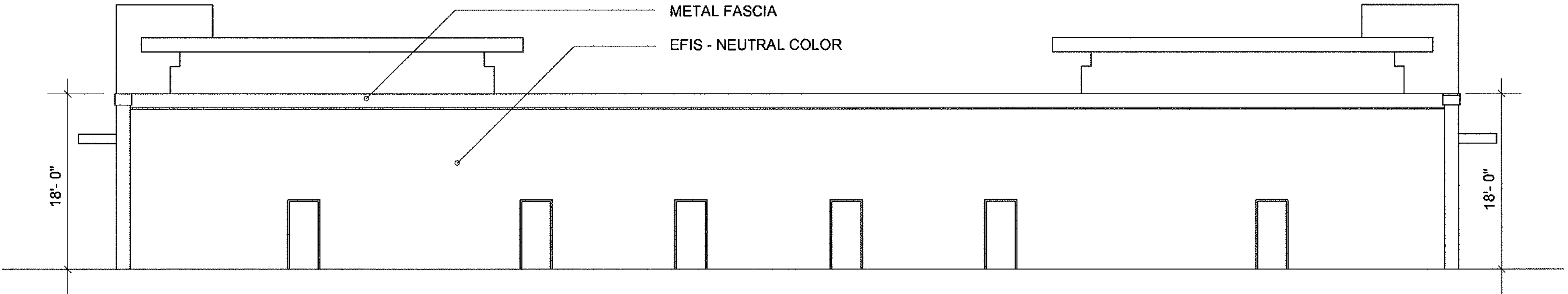
LEFT (NORTH) ELEVATION 1/8"= 1'- 0"



FRONT (WEST) ELEVATION 1/8"= 1'- 0"



RIGHT (SOUTH) ELEVATION 1/8"= 1'- 0"



REAR (EAST) ELEVATION 1/8"= 1'- 0"

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECTS OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

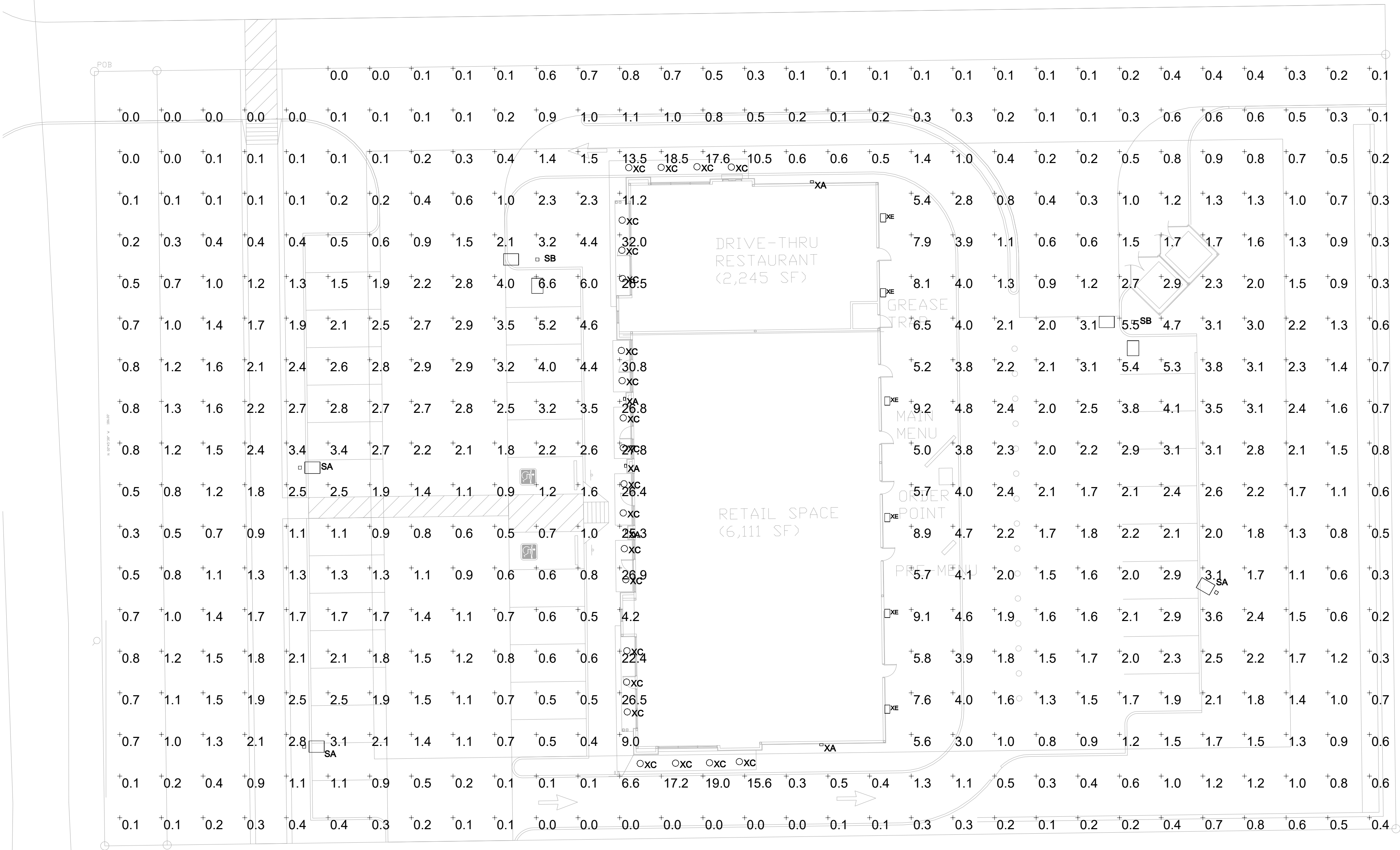
LUCAS RETAIL CENTER
LUCAS, TEXAS

NO.	DATE	REVISION	BY



PHOTOMETRIC DISCLAIMER

THIS PLAN REPRESENTS A SOFTWARE SIMULATED PHOTOMETRIC STUDY OF THE EXTERIOR SITE LIGHTING. IT WAS CREATED UNDER THE ENGINEER'S SUPERVISION; HOWEVER THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE SOFTWARE OR LIGHT FIXTURE DATA. SOFTWARE USED WAS TO GENERATE THIS DOCUMENT ALONG WITH THE IES DATA FILES PROVIDED BY THE LIGHT FIXTURE MANUFACTURER. THIS PLAN INDICATES THE SIMULATED LIGHT INTENSITY CALCULATED IN FOOT CANDLES AT GRADE LEVEL. THE SIMULATION DOES NOT TAKE INTO EFFECT A CHANGE IN GRADE ELEVATION OR THE ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS. THE LIGHT LEVELS ARE CALCULATED ON A HORIZONTAL PLANE 0 FT AFG.



01 SITE PHOTOMETRIC PLAN
SCALE: N.T.S.

LUMINAIRE SCHEDULE						
LABEL	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	IES FILENAME	WATTAGE NOTES
XA	Lithonia Lighting	OLLWU	OUTDOOR LED WALL UPLIGHT AND DOWNLIGHT CYLINDER WITH 4000K LEDS AND POLYCARBONATE LENSES	LED	OLLWU.ies	14.3 MOUNTED AT 12 FEET
XC	Lithonia Lighting	LDN6 40/20 L06AR LSS	6IN LDN, 4000K, 2000LM, 80CRI, CLEAR, SEMI-SPECULAR REFLECTOR	LED	LDN6_40_20_L06AR_LSS.ies	22.6 MOUNTED AT 10 FEET
XE	Lithonia Lighting	WST LED P2 40K VF MVOLT	WST LED, Performance package 2, 4000 K, visual comfort forward throw, MVOLT	LED	WST_LED_P2_40K_VF_MVOLT.ies	25 MOUNTED AT 12 FEET
SA	Lithonia Lighting	DSX1 LED 60C 530 50K T4M MVOLTHS L90	DSX1 LED with 60 LEDs @ 530 mA, 5000K, TYPE 4 MEDIUM OPTICS WITH HOUSE-SIDE SHIELD, LEFT ROTATED	LED	DSX1_LED_60C_530_50K_T4M_MVOLT_HS_L90.ies	99 SINGLE LUMINAIRE MOUNTED AT 23 FEET
SB	Lithonia Lighting	DSX1 LED 60C 530 50K T4M MVOLTHS L90	DSX1 LED with 60 LEDs @ 530 mA, 5000K, TYPE 4 MEDIUM OPTICS WITH HOUSE-SIDE SHIELD, LEFT ROTATED	LED	DSX1_LED_60C_530_50K_T4M_MVOLT_HS_L90.ies	198 DOUBLE LUMINAIRE MOUNTED AT 23 FEET

CALCULATION STATISTICS	
Average	2.3 fc
Maximum	32.0 fc
Minimum	0.0 fc
Max/Mn	N/A
Average/Mn	N/A





City of Lucas Council Agenda Request September 21, 2017

Item No. 05

Requester: Finance Director Liz Exum

Agenda Item:

Consider adopting Ordinance 2017-09-00868 approving the budget for fiscal year beginning October 1, 2017 and ending September 30, 2018.

Background Information:

Prior to this meeting, the City of Lucas followed public notice requirements, held a public hearing on September 7, 2017 where the proposed budget was considered, and interested taxpayers were given the opportunity to be heard by City Council.

During the 2007 legislative session, House Bill 3195 was passed amending section 102.007 of the Local Government Code. Subsection C was added to state that the adoption of a budget that requires raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to, and separate from, the vote to adopt the budget or vote to set the tax rate as required by Chapter 26 of the Tax Code.

The proposed budget was presented at the August 3 and August 17 City Council meetings. This proposed budget was prepared using the certified assessed valuation from Collin County Appraisal District and the proposed calculated existing tax rate of \$0.317948. The proposed budget for fiscal year 2017-2018 shows excess revenue over expenditures in the amount of \$166,714 in the General Fund.

Attachments/Supporting Documentation:

1. Ordinance 2017-09-00868 - Budget for FY 2017-2018

Budget/Financial Impact:

The financial impact for the proposed budget is varied and is outlined in detail in the attached budget.

Recommendation:

Staff recommends approval of the FY 2017-2018 budget. This item requires a record vote.



City of Lucas Council Agenda Request September 21, 2017

Item No. 05

Motion:

I make a motion to adopt Ordinance 2017-09-00868 approving the budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

Second motion to comply with state law:

“I move to ratify the property tax revenue increase reflected in the Fiscal Year 2017-2018 Adopted Budget.



ORDINANCE 2017-09-00868
[Adoption of Budget for FY 2017-2018]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018, has been duly created by the financial office of the City of Lucas, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, as required by Section 6.02 of the City Charter, the City Manager has prepared and submitted to the City Council a proposed budget of expenditures and revenues of all City for the fiscal year beginning October 1, 2017 and ending September 30, 2018; and

WHEREAS, the financial office for the City of Lucas has filed the proposed budget in the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code; and

WHEREAS, a public hearing was held by the City in accordance with Chapter 102.006 of the local Government Code, following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Lucas City Council that the 2017-2018 fiscal year budget as hereinafter set forth should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Lucas, Texas for the fiscal year beginning October 1, 2017 and ending September 30, 2018 as submitted to the City Council by the City Manager, attached hereto as Exhibit "A", be and the same is hereby adopted as the budget of the City of Lucas for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2017 and ending September 30, 2018 shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City of Lucas, Texas.

SECTION 3. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2016-2017 are hereby ratified, and the budget approval for fiscal year 2016–2017, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4. Upon approval of the budget the budget office shall file a true and certified copy thereof with the County Clerk of Collin County, Texas.

SECTION 5. All ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. This Ordinance shall take effect on October 1, 2017.

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2017.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney

Stacy Henderson, City Secretary

Exhibit A



City of Lucas, Texas Annual Operating Budget for Fiscal Year 2017–2018

This budget will raise more revenue from property taxes than last year's budget by an amount of \$334,230 which is a 11.70 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$160,649.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2017–2018	2016–2017
Property Tax Rate:	\$0.317948/100	\$0.317948/100
Effective Tax Rate:	\$0.297432/100	\$0.317948/100
Effective Maintenance & Operations Tax Rate:	\$0.215486/100	\$0.230371/100
Rollback Tax Rate:	\$0.351976/100	\$0.326030/100
Debt Rate:	\$0.119252/100	\$0.087577/100

Total debt obligation for City of Lucas secured by property taxes: \$1,197,172

CITY OF LUCAS

Annual Operating Budget

Fiscal Year 2017-2018

Mayor

Jim Olk

Mayor Pro-Tem: Kathleen Peele

Councilwoman: Debbie Fisher

Councilman: Wayne Millsap

Councilman: Phil Lawrence

Councilman: Tim Baney

Councilman: Steve Duke



Joni Clarke, City Manager
Liz Exum, Finance Director

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OPERATING BUDGET

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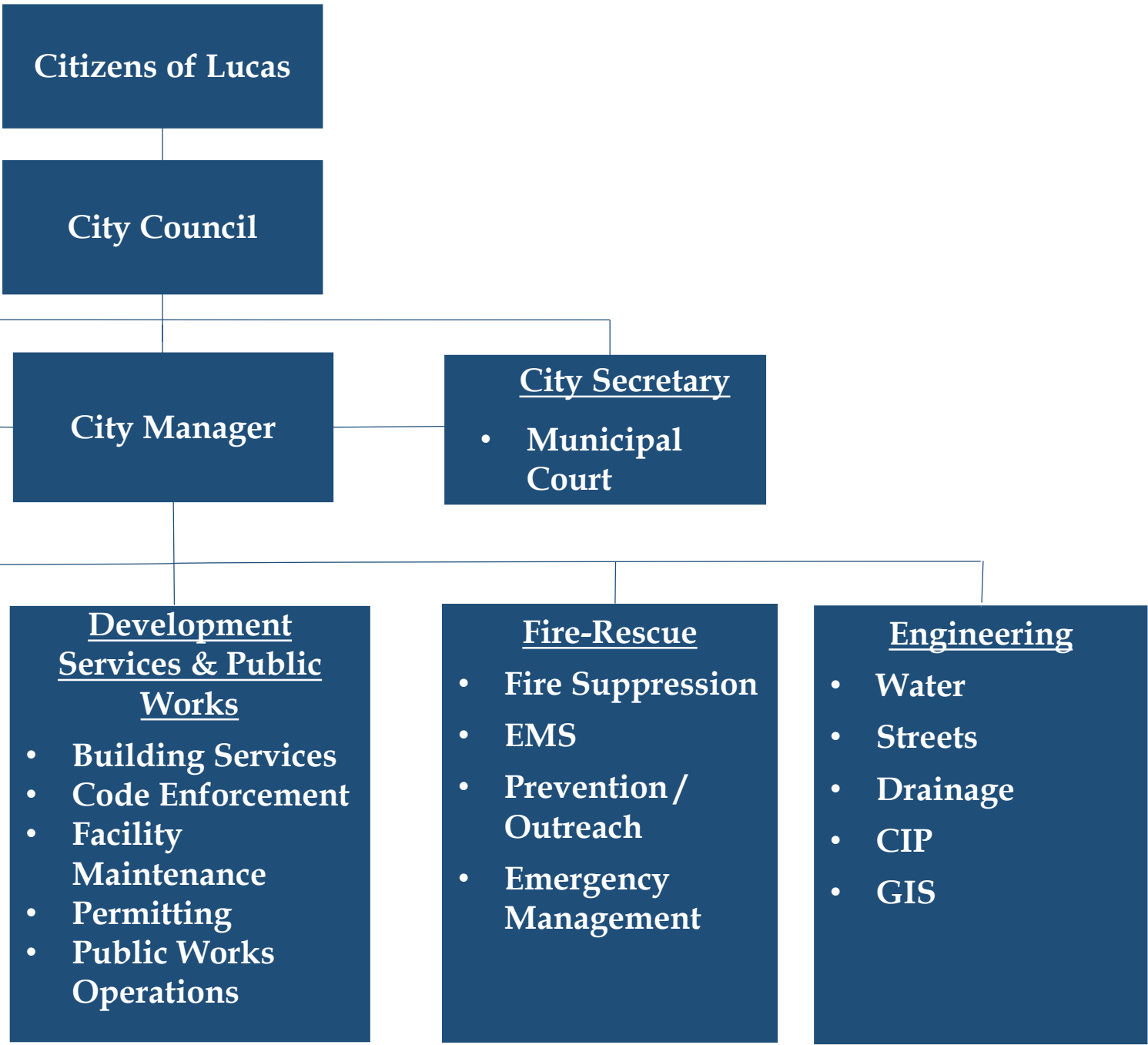
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City of Lucas Organizational Chart



	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET
REVENUE SUMMARY				
GENERAL FUND				
PROPERTY TAXES	1,996,065	2,279,538	2,285,918	2,216,687
OTHER TAXES	1,358,303	1,287,000	1,367,000	1,367,000
FINES & FORFEITURES	444	522	2,984	2,984
LICENSES & PERMITS	595,867	626,490	672,380	634,480
FIRE DEPARTMENT REVENUE	684,321	694,331	721,472	766,353
FEES & SERVICE CHARGES	90,079	78,450	90,200	81,450
MISCELLANEOUS REVENUES	521,214	466,124	493,079	518,227
TOTAL GENERAL FUND REVENUE	5,246,293	5,432,455	5,633,033	5,587,181
WATER UTILITIES FUND				
FEES & SERVICE CHARGES	3,927,574	3,930,121	3,967,871	4,378,427
BOND PROCEEDS			3,047,918	0
MISCELLANEOUS REVENUES	37,480	36,250	230,011	48,750
TOTAL WATER UTILITIES FUND REVENUE	3,965,054	3,966,371	7,245,800	4,427,177
DEBT SERVICE FUND				
PROPERTY TAXES	970,934	806,148	869,362	1,224,048
TOTAL DEBT SERVICE FUND REVENUE	970,934	806,148	869,362	1,224,048
COMBINED REVENUE TOTALS	10,182,281	10,204,974	13,748,195	11,238,406
EXPENDITURES				
GENERAL FUND				
CITY COUNCIL	19,015	18,389	18,389	18,870
CITY SEC	130,021	147,469	153,633	170,229
ADMIN/FINANCE	497,207	526,233	538,703	544,933
DEVELOPMENT SERVICES	279,535	387,170	389,965	452,791
PUBLIC WORKS	1,128,870	214,692	216,582	214,886
PUBLIC WORKS - ENGINEERING	0	1,086,934	1,088,963	1,023,022
PARKS	106,408	91,255	96,255	195,790
FIRE	1,582,467	2,065,378	2,177,500	2,161,002
NON-DEPARTMENTAL	375,041	506,683	489,296	638,944
TOTAL GENERAL FUND EXPENDITURES	4,118,564	5,044,203	5,169,286	5,420,467
WATER UTILITIES FUND				
WATER UTILITIES	3,036,861	3,257,051	3,469,373	3,572,919
WATER - ENGINEERING	0	175,658	181,547	140,524
TOTAL WATER FUND EXPENDITURES	3,036,861	3,432,709	3,650,920	3,713,443
DEBT SERVICE				
WATER UTILITIES	522,716	519,567	567,485	650,198
GENERAL FUND	826,539	782,948	782,948	1,197,171
TOTAL DEBT SERVICE	1,349,255	1,302,515	1,350,433	1,847,369
TOTAL EXPENDITURES	8,504,680	9,779,427	10,170,638	10,981,279
NET REVENUE LESS EXPENDITURES	1,677,601	425,548	3,577,557	257,128

	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET
SUMMARY BY FUND				
GENERAL FUND				
REVENUE	5,246,293	5,432,455	5,633,033	5,587,181
EXPENDITURES	4,118,564	5,044,203	5,169,286	5,420,467
NET REVENUE LESS EXPENDITURES	1,127,729	388,252	463,747	166,714
WATER UTILITES FUND				
REVENUE	3,965,054	3,966,371	7,245,800	4,427,177
EXPENDITURES	3,036,861	3,432,709	3,650,920	3,713,443
DEBT SERVICE	522,716	519,567	567,485	650,198
NET REVENUE LESS EXPENDITURES	405,477	14,095	3,027,395	63,537
DEBT SERVICE FUND-GENERAL				
REVENUE	970,934	806,148	869,362	1,224,048
EXPENDITURES	826,539	782,948	782,948	1,197,171
NET REVENUE LESS EXPENDITURES	144,395	23,201	86,415	26,877
NET REVENUE LESS EXPENDITURES	1,677,601	425,548	3,577,557	257,128

FUND SUMMARIES - GOVERNMENTAL FUNDS

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	GENERAL	DEBT SERVICE	CAPITAL IMPROVEMENTS	BROCKDALE ROAD IMPROV	RTR/TXDOT COUNTY	IMPACT FEES	TOTAL GOVERNMENTAL
BEGINNING FUND BALANCE	6,074,802	790,811	7,385,000	162,975	63,181	935,967	15,412,736
PROPERTY TAXES	2,216,687	1,224,048					3,440,735
OTHER TAXES	1,367,000						1,367,000
FINES & FORFEITURES	2,984						2,984
LICENSES & PERMITS	634,480						634,480
FIRE DEPARTMENT REVENUE	766,353						766,353
FEES & SERVICE CHARGES	81,450						81,450
MISCELLANEOUS REVENUES	518,227		12,000	22,000			552,227
IMPACT FEE REVENUE (11-4500)						180,000	180,000
TRANSFER IMPACT FEES TO CAPITAL			737,000				737,000
TOTAL REVENUES	5,587,181	1,224,048	749,000	22,000	0	180,000	7,762,229
EXPENDITURES							
CITY COUNCIL	18,870						18,870
CITY SEC	170,229						170,229
ADMIN/FINANCE	544,933						544,933
DEVELOPMENT SERVICES	452,791						452,791
PUBLIC WORKS	214,886						214,886
PUBLIC WORKS - ENGINEERING	1,023,022						1,023,022
PARKS	195,790						195,790
FIRE	2,161,002						2,161,002
NON-DEPARTMENTAL	638,944						638,944
DEBT SERVICE PRINCIPAL		785,000					785,000
DEBT SERVICE INTEREST/BOND EXP		412,171					412,171
CAPITAL PROJ EXP RTR W LUCAS RD/CC INTERSECTION DRAINAGE (21-8210-301)					63,181	15,819	79,000
WINNINGKOFF TRAIL PROJECT							0
CAPITAL PROJECTS BAIT SHOP INTERSECTION							0
CAPITAL PROJECTS SAFETY ENHANCEMENTS							0
CAPITAL ROADWAY PROJECTS			8,134,000			737,000	8,871,000
TOTAL EXPENDITURES	5,420,467	1,197,171	8,134,000	0	63,181	752,819	15,567,638
NET CHANGE IN FUND BALANCE	166,714	26,877	(7,385,000)	22,000	(63,181)	(572,819)	(7,805,409)
ENDING FUND BALANCE	6,241,516	817,688	0	184,975	0	363,148	7,607,327
MINUS RESTRICTED FOR:							
IMPACT FEES						(363,148)	(363,148)
BROCKDALE ROAD IMPROVEMENTS				(184,975)			(184,975)
RESTRICTED FOR CAPITAL OUTLAY - GENERAL FUND (FY 15-16)/(FY 16-17)/(FY 17-18)	(150,000)						(150,000)
DEBT SERVICE PAYMENTS		(817,688)					(817,688)
MUNICIPAL COURT/PEG FEES	(73,851)						(73,851)
CAPITAL IMPROVEMENT PROJECTS			0		0		0
UNASSIGNED FUND BALANCE	6,017,665	0	0	0	0	0	6,017,665
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	6,017,665	0	0			0	6,017,665
AMOUNT IN DAYS OPERATING COST	405						405
AMOUNT IN MONTHS OPERATING COST	14						14
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(2,710,234)						(2,710,234)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	3,307,433						3,307,433
AMOUNT IN DAYS OPERATING COST	223						223
AMOUNT IN MONTHS OPERATING COST	7						7

FUND SUMMARIES - PROPRIETARY

COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE

	WATER	CAPITAL IMPROVEMENTS	IMPACT /DEVELOP FEES	TOTAL PROPRIETARY
BEGINNING BALANCE RESTRICTED/UNRESTRICTED	4,843,017	3,120,979	0	7,963,996
WATER REVENUE	3,736,818			3,736,818
WASTE WATER REVENUE	42,000			42,000
TRASH REVENUE	599,609			599,609
MISCELLANEOUS REVENUES	48,750			48,750
REFUND NTMWD CAPITAL				0
DEVELOPERS FEES - SEWER	0			0
IMPACT FEES			225,000	225,000
TRANSFER IN IMPACT FEES		225,000		225,000
TRANSFER IN FUND BALANCE - WATER		188,764		188,764
TOTAL REVENUES	4,427,177	413,764	225,000	5,065,941
EXPENDITURES				
WATER	3,004,285			3,004,285
TRASH	526,634			526,634
WASTEWATER	42,000			42,000
DEBT SERVICE PRINCIPAL	425,000			425,000
DEBT SERVICE INTEREST/BOND EXP	225,198			225,198
WATER - ENGINEERING	140,524			140,524
TRANSFER OUT TO FUND WATER PROJECT		0		0
TRANSFER OUT TO FUND WATER PROJECT			225,000	225,000
CAPITAL PROJECTS WF		3,534,743		3,534,743
				0
TOTAL EXPENDITURES	4,363,641	3,534,743	225,000	8,123,384
NET CHANGE IN BALANCE	63,537	(3,120,979)	0	(3,057,443)
ENDING BALANCE	4,906,554	0	0	4,906,554
MINUS RESTRICTED FOR:				
DEBT SERVICE PAYMENTS	(435,000)			(435,000)
CUSTOMER DEPOSITS	(230,375)			(230,375)
TRSF TO CAPITAL FROM RESERVES	(188,764)	0		(188,764)
UNASSIGNED FUND BALANCE	4,052,415	0	0	4,052,415
TOTAL AMOUNT OF RESERVES PRIOR TO GASB 54 REQUIREMENT	4,052,415	0	0	4,052,415
AMOUNT IN DAYS OPERATING COST	376			376
AMOUNT IN MONTHS OPERATING COST	13			13
RESERVES FOR GASB 54 FUND BALANCE POLICY (50% OF CURRENT YR EXPENDITURES IN GENERAL FUND)	(1,969,320)			(1,969,320)
TOTAL RESERVES AFTER GASB 54 REQUIREMENTS	2,083,094	0	0	2,083,094
AMOUNT IN DAYS OPERATING COST	193			193
AMOUNT IN MONTHS OPERATING COST	6			6

2017-2018

FISCAL YEAR BUDGET

CAPITAL FUND SUMMARY

CAPITAL WATER PROJECTS:

WATER METER REPLACEMENT YEAR TWO (21-8210-490-104)	250,000
PARKER ROAD W LINE PHASE TWO (21-8210-490-122)	348,000
ELEVATED WATER TOWER (21-8210-490-125)	2,777,240
PARKER ROAD W LINE PHASE 3T (21-8210-490-126)	159,503

TOTAL WF PROJECTS FY 17/18	3,534,743
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PROJECT FUNDING - WATER:

2017 CERTIFICATES OF OBLIGATION	(3,000,000)
FY 16-17 RESERVES APPROVED 3-2-17	(120,979)
IMPACT FEES	(225,000)
FY 17-18 RESERVES	(188,764)
TOTAL WATER PROJECT FUNDING	(3,534,743)

CAPITAL ROADWAY AND GF PROJECTS:

RTR -W LUCAS RD/COUNTRY CLUB INTERSECTION (21-8210-301)	79,000
WINNINGKOFF RD REVERSE CURVE (21-8210-491-123)	964,000
STINSON RD W LUCAS INTERSECTION (21-8210-491-124)	453,000
COUNTRY CLUB RD/ESTATES PKWY INTERSECTION (21-8210-491-126)	350,000
WINNINGKOFF RD MIDDLE SECTION (21-8210-491-127)	1,400,000
STINSON RD SOUTHERN SECTION (21-8210-491-128)	2,267,000
BLONDY JHUNE RD MIDDLE & EAST SECTION (21-8210-491-129)	2,700,000
TOTAL GF PROJECTS FY 17/18	8,213,000

PROJECT FUNDING - GENERAL FUND:

RTR -W LUCAS RD/COUNTRY CLUB INTERSECTION (21-8210-301)	(63,181)
IMPACT FEES RTR -W LUCAS RD/CC INTERSECTION (21-8210-301)	(15,819)
FY 16-17 RESERVES APPROVED 3-2-17	(1,385,000)
CURRENT REVENUES (INTEREST)	(12,000)
2017 CERTIFICATES OF OBLIGATION	(6,000,000)
IMPACT FEES ROADS ROADWAY PROJECTS	(737,000)
TOTAL GENERAL FUND PROJECT FUNDING	(8,213,000)

TOTAL CAPITAL PROJECTS FY 17/18	11,747,743
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	2015-2016 <u>ACTUAL</u>	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET
Impact/Development Fee Summary			

GENERAL FUND:

Beginning Balance General Fund (Restricted)	995,053	1,256,414	1,127,942
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Revenue

Roadway Impact Fees(11-4500)	287,068	180,000	180,000
Roadway Fees Brockdale(11-4989) Improv	37,400	54,000	22,000
Total Revenues	1,319,521	234,000	202,000

Expenditures

Capital Projects Roadways	38,268	344,573	737,000
Capital Projects RTR (21-8210-301)			15,819
Capital Projects RTR (21-8210-302)		15,539	
LCA Refunded	24,839	2,360	
Brockdale Improv		0	0
Total Expenditures	63,107	362,472	752,819
Total General Fund Restricted	1,256,414	1,127,942	577,123

Restricted for LCA Improvements(Fund 21)	0	0	0
Restricted for Brockdale Capital Improv	21,535	19,175	19,175
Restricted for Brockdale Improvements	118,800	172,800	194,800
Total 3rd Party Restricted	140,335	191,975	213,975

General Fund Ending Bal (Restricted for Roads)	1,116,079	935,967	363,148
Total General Fund Restricted	1,256,414	1,127,942	577,123

WATER FUND:

Beginning Balance - Water Fund	(6,158,406)	(6,158,406)	(6,995,465)
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Revenue

Water Impact Fees	0	225,000	225,000
Development Fees -Sewer		0	
Total Revenues	0	225,000	225,000

Expenditures

Capital Projects - Water		1,062,059	3,686,038
Capital Projects- Sewer			0
Total Expenditures	0	1,062,059	3,686,038

Revenues less Expenditures	0	(837,059)	(3,461,038)
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Water Fund Ending Balance	(6,158,406)	(6,995,465)	(10,456,503)
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CITY OF LUCAS PROPERTY TAX RATES

Property tax is by far the largest source of revenue in the City of Lucas General Fund. Property tax is collected by Collin County and distributed to the City. The City's property tax is budgeted to remain the same with an existing rate of **.317948** for 2017. Listed below is a table depicting the recent history of the City of Lucas property tax rate.

Tax Year	O&M	I&S	Total
2005	0.243510	0.133090	0.376600
2006	0.248146	0.126854	0.375000
2007	0.244260	0.130740	0.375000
2008	0.250509	0.123668	0.374177
2009	0.252040	0.122137	0.374177
2010	0.247231	0.126946	0.374177
2011	0.257723	0.116454	0.374177
2012	0.261218	0.112959	0.374177
2013	0.254005	0.101611	0.355616
2014	0.233068	0.087593	0.320661
2015	0.215514	0.105147	0.320661
2016	0.230371	0.087577	0.317948
2017	0.198695	0.119253	0.317948

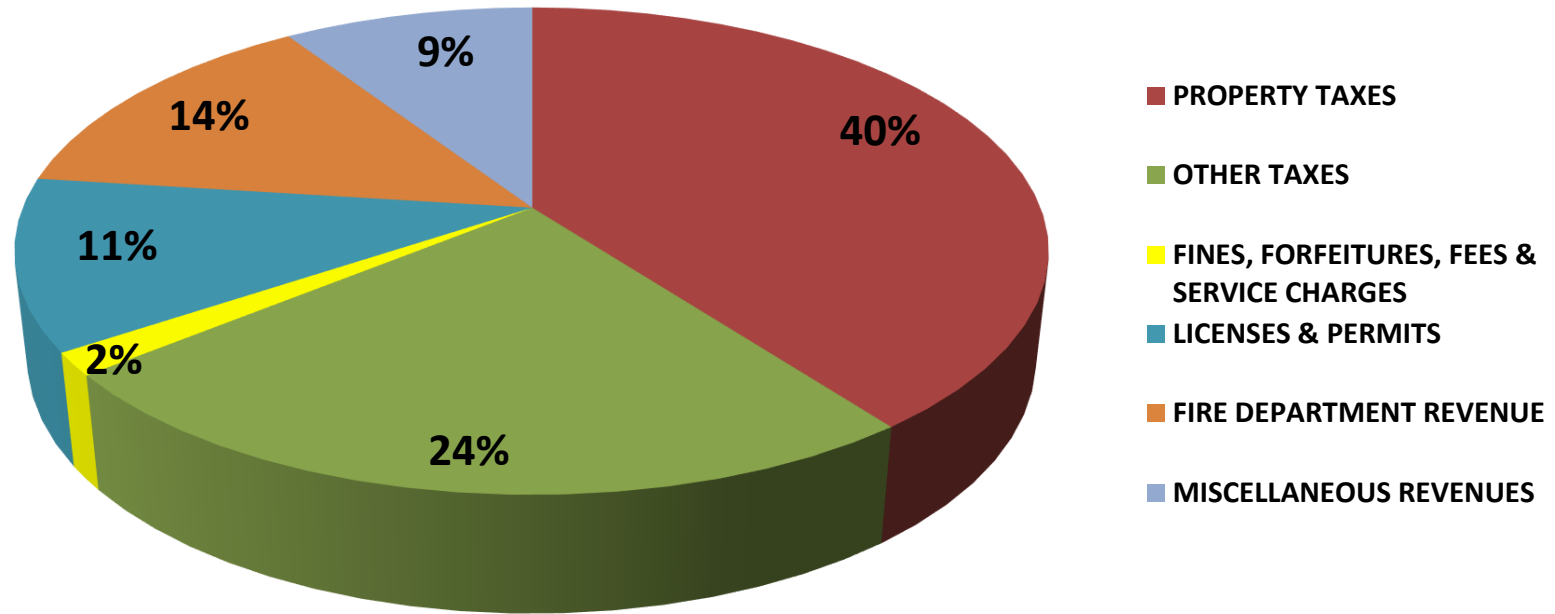
As you can see in the chart below, the property tax rate for the City of Lucas is very favorable in comparison to other cities within the area.

Fiscal Year 2016 Tax Rates

City	O&M	I&S	Total
Wylie	0.623399	0.225501	0.848900
Sachse	0.562000	0.195279	0.757279
Princeton	0.459509	0.230381	0.689890
Farmersville	0.401957	0.385607	0.787564
Anna	0.506582	0.122418	0.629000
Celina	0.423269	0.221731	0.645000
Melissa	0.462173	0.147827	0.610000
Murphy	0.327749	0.182251	0.510000
Allen	0.396273	0.123727	0.520000
Prosper	0.367500	0.152500	0.520000
Fairview	0.227856	0.132143	0.359999
Parker	0.299719	0.066265	0.365984
Lucas	0.230371	0.087577	0.317948

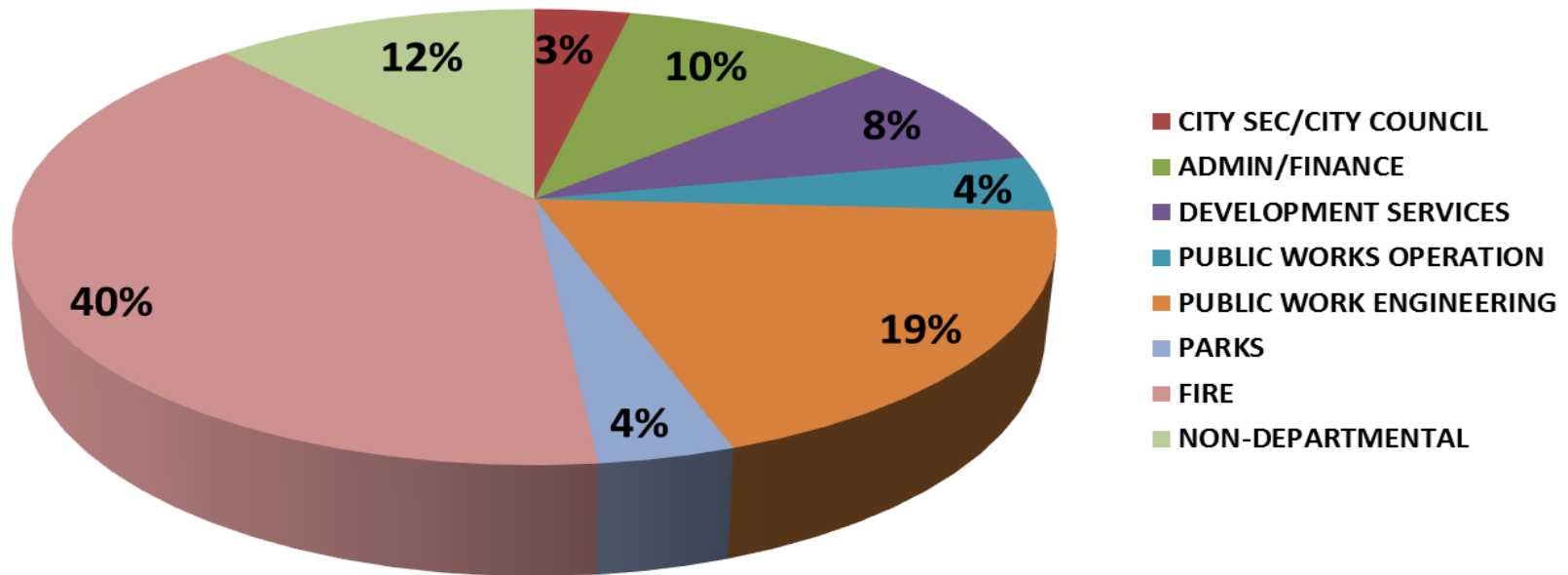
General Fund Revenue FY17/18

Total \$ 5,587,181



General Fund Expenditures by Department FY17/18

Total \$ 5,420,467



11 -GENERAL FUND		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
REVENUE						
4011	PROPERTY TAXES	1,880,777	2,239,538	2,243,918	2,174,687	
4012	PROPERTY TAXES-DEL.	82,989	25,000	27,000	27,000	
4015	PROPERTY TAXES-P&I	32,299	15,000	15,000	15,000	
TOTAL PROPERTY TAXES		1,996,065	2,279,538	2,285,918	2,216,687	

OTHER TAXES

4101	SALES TAX	688,488	650,000	700,000	700,000	
4101-100	SALES TAX STREETS	172,639	325,000	350,000	350,000	
4101-200	SALES TAX PROP TAX REDUC	172,639	0	0	0	
4102	FRANCHISE-ELECTRICAL	237,871	232,000	232,000	232,000	
4103	FRANCHISE-TELEPHONE	4,808	7,500	7,500	7,500	
4104	FRANCHISE-CABLE	53,845	48,000	48,000	48,000	
4105	FRANCHISE-GAS	22,045	21,000	25,500	25,500	
4106	FRANCHISE-CABLE PEG	5,968	3,500	4,000	4,000	
TOTAL OTHER TAXES		1,358,303	1,287,000	1,367,000	1,367,000	

FINES & FORFEITURES

4202	COURT TECHNOLOGY FUND	8	40	40	40	
4203	COURT SECURITY FUND	6	25	25	25	
4204	COURT COST-CITY	15	30	30	30	
4205	FINES	311	300	2,546	2,546	
4206	COURT COST-STATE	80	100	270	270	
4208	STATE JURY FEE	8	10	24	24	
4212	JUDICIAL FEES-STATE	11	15	33	33	
4213	JUDICIAL FEES-CITY	1	2	4	4	
4218	INDIGENT DEFENSE FEE	4		12	12	
TOTAL FINES & FORFEITURES		444	522	2,984	2,984	

LICENSES & PERMITS

4301	GEN CONTRACTOR REG.	21,655	14,000	19,262	20,000	
4361	ZONING REQUEST	0	1,200	1,200	1,200	
4362	SPECIFIC USE PERMITS	600	900	1,800	900	
4363	VARIANCE REQUEST	300	600	600	100	
4365	BLDG PERMITS-RESIDENTIAL	328,944	420,000	420,000	420,000	
4367	BLDG PERMITS-ACC.	23,797	20,000	20,000	20,000	
4368	BLDG PERMITS-REMODEL	5,743	6,000	6,000	6,000	
4369	BLDG PERMITS-COMM.	58,243	18,000	37,804	20,000	
4371	ELECTRICAL PERMITS	1,780	1,000	1,170	1,000	
4372	PLUMBING PERMITS	4,200	4,000	4,000	4,000	
4373	HEATING & A/C PERMITS	3,400	1,400	1,560	1,400	
4374	FENCE PERMITS	4,600	4,000	4,000	4,000	
4375	SWIMMING POOL PERMITS	21,750	22,000	23,350	22,000	
4376	WEIGHT LIMIT PERMITS	65,675	62,000	76,275	62,000	
4377	ROOF PERMITS	5,820	600	4,800	1,000	
4378	SPRINKLER SYST PERMITS	8,900	6,500	5,550	6,500	
4379	DRIVEWAY PERMIT	1,170	900	1,130	1,000	
4380	SIGN PERMIT	1,210	2,000	980	2,000	
4382	STORM WATER MGMT PERMIT	4,975	4,500	5,049	4,500	
4384	SOLICITATION PERMIT	0	90	190	80	
4390	PLANNED DEVELOPMENT	1,220		550	0	
4395	HEALTH SERVICE PERMITS	4,500	6,300	6,300	6,300	
4398	MISC LICENSES & PERMITS	530	500	810	500	
4611	FIRE SPRINKLER PERMIT	26,855	30,000	30,000	30,000	
TOTAL LICENSES & PERMITS		595,867	626,490	672,380	634,480	

FIRE DEPARTMENT REVENUE

4612	COUNTY FIRE DISTRICT	40,758	10,000	41,809	40,000	
4613	SEIS LAGOS INTER-LOCAL	244,487	268,231	268,231	320,253	
4614	AMBULANCE SERVICES	95,446	83,000	88,332	83,000	
4615	LISD EMS SERVICE	5,598	8,100	8,100	8,100	

11 -GENERAL FUND

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
REVENUE						
4616	DONATIONS	200				
4999	FIRE DISTRICT TRANSFER IN	297,832	325,000	315,000	315,000	
TOTAL FIRE DEPARTMENT REVENUE		684,321	694,331	721,472	766,353	
<u>FEES & SERVICE CHARGES</u>						
4424	PLAT & REPLAT FEES	11,554	15,000	10,000	10,000	
4425	RE-INSPECTION FEES	9,780	8,000	8,000	8,000	
4426	FEES-BUILDING PROJECTS	5,442	7,200	7,200	7,200	
4427	PUBLIC IMPRV/3% INSPEC	63,277	48,000	65,000	56,000	
4497	PUBLIC INFO. REQUESTS	26	0	0		
4498	MISC. FEES & CHARGES	0	250	0	250	
TOTAL FEES & SERVICE CHARGES		90,079	78,450	90,200	81,450	
<u>MISCELLANEOUS REVENUE</u>						
4911	INTEREST INCOME	22,030	15,000	30,000	29,000	
4912	BID PACKAGE FEES	900	0	0		
4913	FUEL TAX REFUND		0	0		
4914	INSURANCE CLAIM REIMB	18,356	0	11,770		
4915	CHILD SAFETY INCOME	7,229	6,000	7,023	6,700	
4916	CREDIT CARD REVENUE	5,291	3,500	6,000	5,700	
4918	PERMIT FEE BEER & WINE	0	0	336		
4931	RENTAL INCOME	77,770	83,400	83,400	83,400	
4980	PARK DEDICATION FEES	115,000	100,000	86,900	160,000	
4981	FACILITY RENTAL	675	100	425		
4982	FACILITY DEPOSIT	-1,000	0	0		
4985	GRANT REVENUES	7,826	46,990	46,990	15,993	\$9,993 FD Training \$6,000 Protec Clothing
4986	CITY EVENT DONATIONS	1,700	0	1,500	1,500	
4991	STREET ASSESSMENTS	2,190	0	0	0	
4992	SALE OF ASSETS	43,255	0	1,272	0	
4993	POSTAGE		0	0	0	
4994	CASH DRWR OVR/UND		0	0	0	
4995	REIMBURSEMENTS	13,207	0	1,000	0	
4996	TRANSFER IN		0	0		
4997	MISCELLANEOUS	5,862	0	5,329	4,800	
4998	PILOT TRANSER IN	200,923	211,134	211,134	211,134	
TOTAL MISCELLANEOUS REVENUE		521,214	466,124	493,079	518,227	
TOTAL REVENUES		5,246,293	5,432,455	5,633,033	5,587,181	

11 -GENERAL FUND CITY COUNCIL DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6100-112	WORKERS' COMPENSATION	100	59	59	70	
6100-127	MEDICARE	131	150	150	150	
6100-468	CITY COUNCIL FEES	9,000	9,000	9,000	9,000	
TOTAL PERSONNEL SERVICES		9,231	9,209	9,209	9,220	
<u>MATERIALS & SUPPLIES</u>						
6100-204	FOOD/BEVERAGE	834	1,500	1,500	1,500	
6100-205	LOGO/UNIFORM	0	980	980	0	
6100-210	COMPUTER SUPPLIES				450	
6100-222	AUDIO/VISUAL		0	900	0	
TOTAL MATERIALS & SUPPLIES		834	2,480	3,380	1,950	
<u>PURCHASED SERVICES:</u>						
6100-307	TRAINING & TRAVEL	8,500	3,500	2,600	3,500	\$500 per person
TOTAL PURCHASED SERVICES		8,500	3,500	2,600	3,500	
<u>GENERAL & ADMINISTRATIVE SERVICES</u>						
6100-441	APPRECIATION/AWARDS	132	2,500	2,500	3,500	Incl \$1K Board memb
6100-451	SOFTWARE, BOOKS, & CDS	318	700	700	700	\$100 per person
TOTAL GENERAL & ADMIN SERVICES		450	3,200	3,200	4,200	
<u>NON-CAPITAL EXPENSE</u>						
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL CITY COUNCIL		19,015	18,389	18,389	18,870	

11 -GENERAL FUND CITY SECRETARY DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6110-101	SALARIES - EXEMPT	70,500	71,500	74,215	74,220	
6110-103	SALARIES - TEMPORARY	0	0	0		
6110-112	WORKERS' COMPENSATION	199	224	224	260	
6110-113	LONGEVITY PAY	36	96	96	144	
6110-122	TMRS	9,733	9,900	10,277	10,174	
6110-123	GROUP INSURANCE	7,400	8,604	8,632	9,720	
6110-127	MEDICARE	1,023	1,040	1,079	1,080	
6110-129	LT DISABILITY	248	300	305	315	
6110-133	TELEPHONE ALLOWANCE	480	480	480	480	
TOTAL PERSONNEL SERVICES		89,619	92,144	95,308	96,393	
MATERIALS & SUPPLIES						
6110-201	OFFICE SUPPLIES	2,500	1,100	1,100	1,100	
6110-202	POSTAGE	8,000				
6110-204	FOOD/BEVERAGE	99	100	100	100	
6110-210	COMPUTER SUPPLIES	0	500	500	50	
6110-238	PRINTING & COPYING		12,100	12,800	12,800	
6110-239	RECORDS MANAGEMENT	918	3,480	6,480	6,480	See Detail Listing
TOTAL MATERIALS & SUPPLIES		11,517	17,280	20,980	20,530	
PURCHASED SERVICES						
6110-306	ADVERTISING/PUBLIC NOTICES	7,896	15,000	14,300	14,300	
6110-307	TRAINING & TRAVEL	3,430	1,020	1,020	1,415	See Travel & Training Plan
6110-309	PROFESSIONAL SERVICES	6,674	8,200	8,200	23,106	See Detail Listing
6110-349	FILING FEES	1,460	2,200	2,200	2,200	
TOTAL PURCHASED SERVICES		19,460	26,420	25,720	41,021	
GENERAL & ADMINISTRATIVE SERVICES						
6110-443	DUES/LICENSES	100	125	125	185	See Detail Listing
6110-445	ELECTIONS	8,319	11,000	11,000	11,000	See Detail Listing
6110-451	SOFTWARE, BOOKS & CD'S	1,006	500	500	1,100	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES		9,425	11,625	11,625	12,285	
NON-CAPITAL EXPENSE						
6110-411	FURNITURE & FIXTURES	0				
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
TOTAL CITY SECRETARY		130,021	147,469	153,633	170,229	

11 -GENERAL FUND ADMINISTRATION & FINANCE DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6200-101	SALARIES - EXEMPT	174,638	179,103	152,158	113,126	
6200-102	SALARIES - NON-EXEMPT	117,714	117,778	149,273	192,617	
6200-103	SALARIES - PART - TIME	10,030	0	0	0	
6200-111	OVERTIME	267	1,900	1,900	1,900	
6200-112	WORKERS' COMP	800	936	936	1,080	
6200-113	LONGEVITY PAY	1,144	1,400	1,384	1,384	
6200-122	TMRS	41,274	43,000	43,635	42,171	
6200-123	GROUP INSURANCE	33,844	43,020	43,020	48,600	
6200-127	MEDICARE	4,323	4,500	4,568	4,568	
6200-129	LT DISABILITY	1,177	1,304	1,304	1,304	
6200-131	UNEMPLOYMENT	730	0	16		
6200-133	TELEPHONE ALLOWANCE	1,860	1,860	1,860	1,860	
6200-141	CAR ALLOWANCE	2,400	2,400	2,400	2,400	
TOTAL PERSONNEL SERVICES		390,201	397,201	402,454	411,010	
MATERIALS & SUPPLIES						
6200-201	OFFICE SUPPLIES	2,194	6,000	6,000	6,000	
6200-202	POSTAGE	1,694	1,700	1,700	1,700	
6200-203	SUBSCRIPTIONS	0	450	450	450	
6200-204	FOOD/BEVERAGE	1,307	2,200	2,200	2,200	
6200-205	LOGO/UNIFORM ALLOWANCE	458	525	525	525	
6200-210	COMPUTER SUPPLIES	18	350	350	350	
6200-238	PRINTING & COPING	0	0	0		
TOTAL MATERIALS & SUPPLIES		5,671	11,225	11,225	11,225	
PURCHASED SERVICES:						
6200-302	AUDITING & ACCOUNTING	8,682	12,500	12,500	12,500	
6200-305	SOFTWARE SUPPORT/MAINT	14,981	12,300	12,300	15,600	See Detail Listing
6200-307	TRAINING & TRAVEL	5,849	11,496	11,496	10,409	See Travel & Training Plan
6200-309	PROFESSIONAL SERVICES	3,768	3,800	3,800	3,800	See Detail Listing
6200-313	MAINTENANCE AGREEMENTS	6,390	6,400	6,400	5,400	New Contract Konica Copier
6200-318	TAX COLLECTION	2,002	2,400	2,400	2,400	
6200-319	CENTRAL APPRAISAL FEE	18,097	20,600	20,617	22,646	
6200-321	STATE COMPTROLLER (CT FEES)	94	300	300	300	
6200-321.1	OMNI COURT FEES	0	0	0		
6200-322	CONTRACTS	500	1,050	6,050	5,000	
6200-323	CELL PHONE	266	0	0		
6200-324	INMATE BOARDING	349	426	426	750	10 days @ \$75 per day
6200-325	LIABILITY INSURANCE	27,999	30,000	30,000	30,000	
TOTAL PURCHASED SERVICES		88,977	101,272	106,289	108,805	
GENERAL & ADMINISTRATIVE SERVICES						
6200-441	APPRECIATION/AWARDS	2,625	3,300	3,300	3,300	See Detail Listing
6200-443	DUES/LICENSES	4,113	4,935	4,935	5,093	See Detail Listing
6200-444	EMPLOYMENT SCREENING	1,642	2,200	2,200	2,200	City Wide Screenings
6200-445	CHILD SAFETY EXPENSE	0	500	500	500	
6200-497	CREDIT CARD FEES	3,058	2,800	5,000	2,800	
6200-498	MISCELLANEOUS	184	500	0	0	
TOTAL GENERAL & ADMIN SERVICES		11,622	14,235	15,935	13,893	
NON-CAPITAL EXPENSE						
6200-411	FURNITURE & FIXTURES	736	2,300	2,800	0	
6200-451	SOFTWARE					
TOTAL NON-CAPITAL EXPENSE		736	2,300	2,800	0	
TOTAL ADMINISTRATION		497,207	526,233	538,703	544,933	

11 -GENERAL FUND PUBLIC WORKS - ENGINEERING DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6209-101	SALARIES - EXEMPT		79,206	79,977	78,833	
6209-103	SALARIES - TEMPORARY		7,500	7,500	10,000	Engineering Intern
6209-112	WORKERS' COMPENSATION		271	271	280	
6209-113	LONGEVITY		108	108	156	
6209-122	TMRS		10,920	11,027	10,806	
6209-123	GROUP INSURANCE		8,604	8,604	9,720	
6209-127	MEDICARE		1,200	1,211	1,293	
6209-129	LT DISABILITY		325	325	340	
TOTAL PERSONNEL SERVICES		0	108,134	109,023	111,428	
MATERIALS & SUPPLIES						
6209-201	OFFICE SUPPLIES		250	250	250	
6209-204	FOOD/BEVERAGE		100	100	100	
6209-208	MINOR APPARATUS		500	500	500	
6209-209	PROTECTIVE CLOTHING/UNIFORMS		1,210	1,210	1,200	See Detail Listing
6209-210	COMPUTER SUPPLIES		100	100	100	
TOTAL MATERIALS & SUPPLIES		0	2,160	2,160	2,150	
PURCHASED SERVICES						
6209-307	TRAVEL/TRAINING		4,440	4,440	6,519	See Travel & Training Plan
6209-309	PROFESSIONAL SERVICES		40,000	38,780	40,000	See Detail Listing
6209-322	CONTRACTS (MOWING)		75,500	75,542	85,500	See Detail Listing
6209-323	CELL PHONE		1,200	1,200	1,200	
6209-332	DRAINAGE					
6209-334	STREET LIGHTING		15,000	15,000	5,000	
TOTAL PURCHASED SERVICES		0	136,140	134,962	138,219	
GENERAL & ADMINISTRATIVE SERVICES						
6209-443	DUES/LICENSES	0	1,600	1,600	325	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES		0	1,600	1,600	325	
NON-CAPITAL EXPENSE						
6209-411	FURNITURE & FIXTURES		500	500		
6209-416	IMPLEMENTS & APPARATUS		500	500	500	
6209-451	SOFTWARE		1,900	1,900	2,400	See Comprehensive IT Budget Listing
6209-452	HARDWARE		0	3,000	3,000	2nd Year of 3 Year Plotter Lease
TOTAL NON-CAPITAL EXPENSE		0	2,900	5,900	5,900	
CAPITAL OUTLAY						
8209-301	IMPROVEMENTS ROADS		750,000	747,360	750,000	
8209-417	IMPROVEMENTS					
8209-420	EQUIPMENT		60,000	50,000		
8209-433	SIGNS & MARKINGS		15,000	29,958	15,000	
8209-452	HARDWARE & TELECOM		11,000	8,000		
TOTAL CAPITAL OUTLAY		0	836,000	835,318	765,000	
TOTAL PUBLIC WORKS - ENGINEERING		0	1,086,934	1,088,963	1,023,022	

11 - GENERAL FUND PUBLIC WORKS - OPERATIONS DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6210-101	SALARIES - EXEMPT	59,266	0	0	0	
6210-102	SALARIES - NON-EXEMPT	66,425	66,237	67,631	67,683	Two Public Works Employees
6210-103	SALARIES - TEMPORARY	0				
6210-111	OVERTIME	599	2,800	2,800	3,050	
6210-112	WORKERS' COMPENSATION	3,681	2,268	2,268	2,850	
6210-113	LONGEVITY	605	150	432	580	
6210-122	TMRS	16,641	11,000	11,194	9,732	
6210-123	GROUP INSURANCE	17,097	17,208	17,208	19,440	
6210-127	MEDICARE	1,737	1,100	1,120	1,032	
6210-129	LT DISABILITY	467	324	324	324	
TOTAL PERSONNEL SERVICES		166,518	101,087	102,977	104,691	
MATERIALS & SUPPLIES						
6210-201	OFFICE SUPPLIES	458	550	550	550	
6210-204	FOOD/BEVERAGE	425	400	400	400	
6210-206	FUEL & LUBRICANTS	3,451	9,000	9,000	9,000	
6210-208	MINOR APPARATUS	2,383	5,000	5,000	5,000	
6210-209	PROTECTIVE CLOTHING/UNIFORMS	5,078	6,345	6,345	7,290	See Detail Listing
6210-210	COMPUTER SUPPLIES	0	250	250	250	
6210-211	MEDICAL SUPPLIES	0	200	200	200	
6210-214	CLEANING SUPPLIES	606	1,000	1,000	1,000	
6210-223	SAND/DIRT	0	1,500	1,500	1,500	
6210-224	ASPHALT/BASE/CONC/CULVERT	15,243	20,000	20,000	20,000	
TOTAL MATERIALS & SUPPLIES		27,644	44,245	44,245	45,190	
MAINTENANCE & REPAIR						
6210-231	FACILITY MAINTENANCE	3,238	24,470	24,470	24,000	See Detail Listing
6210-232	VEHICLE MAINTENANCE	4,339	4,000	4,000	4,400	See Detail Listing
6210-233	EQUIPMENT MAINTENANCE	10,895	7,600	7,600	7,525	See Detail Listing
6210-234	WASTE DISPOSAL	769	1,000	1,000	1,000	
6210-298	MAINTENANCE & PARTS - MISC	2,546	2,600	2,600	2,600	
TOTAL MAINTENANCE & REPAIR		21,787	39,670	39,670	39,525	
PURCHASED SERVICES						
6210-307	TRAVEL/TRAINING	2,210	5,000	5,000	1,750	See Travel & Training Plan
6210-309	PROFESSIONAL SERVICES	34,847	5,000	5,000	5,000	
6210-323	CELL PHONE	4,173	3,500	3,500	3,500	
6210-331	UTILITIES, ELECTRIC	3,244	3,800	3,800	3,800	
6210-334	STREET LIGHTING	5,177				
6210-346	EQUIPMENT RENTAL	1,308	5,000	5,000	5,000	
TOTAL PURCHASED SERVICES		50,959	22,300	22,300	19,050	
GENERAL & ADMINISTRATIVE SERVICES						
6210-443	DUES/LICENSES	637	1,290	1,290	430	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES		637	1,290	1,290	430	
NON-CAPITAL EXPENSE						
6210-411	FURNITURE & FIXTURES	0		0		
6210-416	IMPLEMENTS & APPARATUS	0		0		
TOTAL NON-CAPITAL EXPENSE		0	0	0	0	
CAPITAL OUTLAY						
8210-301	IMPROVEMENTS ROADS	730,465				
8210-420	EQUIPMENT	85,456	6,100	6,100	6,000	See Detail Listing
8210-421	VEHICLES	36,523				
8210-433	SIGNS & MARKINGS	8,881				
TOTAL CAPITAL OUTLAY		861,325	6,100	6,100	6,000	
TOTAL PUBLIC WORKS		1,128,870	214,692	216,582	214,886	

11 -GENERAL FUND PARKS DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6211-103	SALARIES - TEMP PART - TIME	9,363	33,280	33,280	37,440	3 summer positions
6211-111	OVERTIME					
6211-112	WORKERS COMP	356	975	975	1,250	
6211-127	MEDICARE	136	500	500	600	
TOTAL PERSONNEL SERVICES		9,855	34,755	34,755	39,290	
<u>MAINTENANCE & REPAIR</u>						
6211-233	EQUIPMENT MAINTENANCE	2,231	3,000	3,000	3,000	
TOTAL MAINTENANCE & REPAIR		2,231	3,000	3,000	3,000	
<u>PURCHASED SERVICES</u>						
6211-322	CONTRACTS OTHER (MOWING)	67,190	0	0		See 6209-322
6211-331	UTILITIES, ELECTRIC	1,277	2,000	2,000	2,000	
6211-333	UTILITIES, WATER	5,642	10,000	10,000	10,000	
6211-346	EQUIPMENT RENTAL		0	0	0	
TOTAL PURCHASED SERVICES		74,109	12,000	12,000	12,000	
<u>SPECIAL EVENTS</u>						
6211-444	FOUNDERS DAY	16,391	25,000	30,000	30,000	
6211-445	SERVICE TREE PROGRAM	1,322	3,000	3,000	3,000	
6211-446	KEEP LUCAS BEAUTIFUL	0	7,500	7,500	3,500	See Detail Listing
6211-447	COUNTRY CHRISTMAS	2,500	3,500	3,500	10,000	
TOTAL SPECIAL EVENTS		20,213	39,000	44,000	46,500	
<u>NON-CAPITAL OUTLAY</u>						
6211-417	PARK IMPROVEMENTS	0	2,500	2,500	0	
TOTAL NON- CAPITAL OUTLAY		0	2,500	2,500	0	
<u>CAPITAL OUTLAY</u>						
8211-417	PARK IMPROVEMENTS	0			95,000	See Detail Listing
TOTAL CAPITAL OUTLAY		0	0	0	95,000	
TOTAL PARKS		106,408	91,255	96,255	195,790	

11 -GENERAL FUND DEVELOPMENT SERVICES DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6212-101	SALARIES - EXEMPT	44,115	44,507	44,952	44,954	
6212-102	SALARIES - NON-EXEMPT	141,684	197,831	197,809	198,514	
6212-106	CERTIFICATION FEES	300	0	0		
6212-111	OVERTIME	3,122	5,000	7,000	5,600	
6212-112	WORKERS' COMPENSATION	1,200	1,417	1,417	2,200	
6212-113	LONGEVITY PAY	614	840	840	1,064	
6212-122	TMRS	25,963	34,101	34,438	34,219	
6212-123	GROUP INSURANCE	27,136	38,718	38,718	43,740	
6212-127	MEDICARE	2,651	3,700	3,735	3,760	
6212-129	LT DISABILITY	809	1,100	1,100	1,100	
6212-131	UNEMPLOYMENT					
TOTAL PERSONNEL SERVICES		247,594	327,214	330,009	335,151	
MATERIALS & SUPPLIES						
6212-201	OFFICE SUPPLIES	3,877	5,500	5,500	5,500	
6212-203	SUBSCRIPTIONS	0	350	350	350	
6212-204	FOOD/BEVERAGE	341	400	400	400	
6212-205	LOGO/UNIFORM ALLOWANCE	1,370	2,000	2,000	2,000	
6212-206	FUEL & LUBRICANTS	2,445	4,800	4,800	4,800	
6212-210	COMPUTER SUPPLIES	40	250	250	250	
TOTAL MATERIALS & SUPPLIES		8,073	13,300	13,300	13,300	
MAINTENANCE & REPAIR						
6212-232	VEHICLE MAINTENANCE	3,534	4,800	4,800	4,800	See Detail Listing
TOTAL MAINTENANCE & REPAIR		3,534	4,800	4,800	4,800	
PURCHASED SERVICES:						
6212-305	SOFTWARE SUPPORT/MAINTEN/	1,479	1,600	1,600	1,650	
6212-307	TRAINING & TRAVEL	4,627	11,766	11,766	11,766	See Travel & Training Plan
6212-309	PROFESSIONAL SERVICES	8,000	16,600	16,600	35,600	Incl \$19K Impact Fee Update
6212-313	MAINTENANCE AGREEMENTS	0	100	100	100	
6212-323	CELL PHONE	2,037	3,200	3,200	3,200	
TOTAL PURCHASED SERVICES		16,143	33,266	33,266	52,316	
GENERAL & ADMINISTRATIVE SERVICES						
6212-443	DUES/LICENSES	1,537	2,840	2,840	2,974	See Detail Listing
6212-451	SOFTWARE, BOOKS & CD'S	246	1,750	1,750	1,750	
6212-452	STORM WATER MGMT EXPENSE	2,408	4,000	4,000	6,000	Includes 2 cleanup events
TOTAL GENERAL & ADMINISTRATION SERV		4,191	8,590	8,590	10,724	
CAPITAL OUTLAY						
8212-420	EQUIPMENT	0				
8212-452	COMPUTERS	0				
8212-421	VEHICLES	0			36,500	F150 Truck for Code Enforc
TOTAL CAPITAL OUTLAY		0	0	0	36,500	
TOTAL DEVELOPMENT SERVICES		279,535	387,170	389,965	452,791	

11 - GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
PERSONNEL SERVICES						
6300-101	SALARIES - EXEMPT	165,332	166,000	167,664	170,424	
6300-102	SALARIES - NON EXEMPT FF/EMS	465,646	524,475	526,317	735,017	Added 3 FF/Paramedics/1 EMS Officer
6300-106	CERTIFICATION FEES		5,040	5,040	9,600	See Detail Listing
6300-111	SALARIES - OVERTIME	58,036	88,666	88,666	93,847	See Detail Listing
6300-112	WORKERS' COMPENSATION	26,662	35,454	41,086	49,500	
6300-113	LONGEVITY PAY	1,153	1,820	1,820	2,012	
6300-122	TMRS	93,872	104,162	107,080	136,960	
6300-123	GROUP INSURANCE	82,844	103,248	103,248	155,520	
6300-125	AD&D INSURANCE	4,912	5,000	5,000	0	
6300-126	WATER	469	0	0	0	
6300-127	MEDICARE	11,776	11,000	12,196	14,500	
6300-128	OTHER RETIREMENT	50,098	51,120	51,120	51,120	\$36K LOSAP/\$15,120 TESRA
6300-129	LT DISABILITY	2,504	3,000	3,000	3,912	
6300-131	UNEMPLOYMENT COMPENSATION	985	0	0		
TOTAL PERSONNEL SERVICES		964,289	1,098,985	1,112,237	1,422,412	
MATERIALS & SUPPLIES						
6300-201	OFFICE SUPPLIES	5,170	3,550	3,050	2,400	See Detail Listing
6300-202	POSTAGE	566	700	700	700	See Detail Listing
6300-203	SUBSCRIPTIONS	79	140	140	190	See Detail Listing
6300-204	FOOD/BEVERAGE	2,264	4,000	4,000	4,600	See Detail Listing
6300-205	LOGO/UNIFORM ALLOWANCE	9,396	12,115	12,115	10,700	See Detail Listing
6300-206	FUEL & LUBRICANTS	12,112	15,000	13,740	15,000	See Detail Listing
6300-207	FUEL - PROPANE/(natural gas)	723	1,500	1,500	1,500	See Detail Listing
6300-208	MINOR APPARATUS	8,563	10,975	7,518	11,675	See Detail Listing
6300-209	PROTECTIVE CLOTHING	23,156	32,499	32,499	30,000	See Detail Listing
6300-210	COMPUTER SUPPLIES	698	700	700	900	See Detail Listing
6300-211	MEDICAL & SURGICAL SUPPL	22,745	23,000	23,000	23,700	See Detail Listing
6300-214	SUPPLIES - FD	3,499	3,000	3,000	3,000	See Detail Listing
6300-227	PREVENTION ACTIVITES	2,773	3,450	3,450	3,450	See Detail Listing
TOTAL MATERIALS & SUPPLIES		91,744	110,629	105,412	107,815	
MAINTENANCE & REPAIR						
6300-231	FACILITY MAINTENANCE	44,070	45,600	58,100	4,100	See Detail Listing
6300-232	VEHICLE MAINTENANCE	37,680	21,147	26,364	20,702	See Detail Listing
6300-233	EQUIPMENT MAINT	1,652	6,520	6,520	6,520	See Detail Listing
TOTAL MAINTENANCE & REPAIR		83,402	73,267	90,984	31,322	
PURCHASED SERVICES						
6300-302	FIRE DEPT RUN REIMBURS.	114,082	133,100	133,100	127,100	See Detail Listing
6300-303	TELEPHONE	1,478	1,900	1,900	4,420	See Detail Listing
6300-304	INTERNET	6,540	6,600	6,600	6,600	See Detail Listing
6300-307	TRAINING & TRAVEL	29,158	42,735	42,735	29,557	See Training & Travel Plan
6300-309	PROFESSIONAL SERVICES	69,161	120,473	119,973	109,603	See Detail Listing
6300-310	SCBA	10,421	18,200	18,200	18,200	See Detail Listing
6300-312	PARAMEDIC SCHOOL	9,730	10,600	10,600	9,800	See Detail Listing
6300-313	MAINTENANCE AGREEMENTS	5,691	7,910	7,910	9,030	See Detail Listing
6300-316	911 DISPATCH	34,624	37,000	37,000	42,000	See Detail Listing
6300-323	CELL PHONE	6,807	7,500	7,500	8,440	See Detail Listing
6300-325	LIABILITY INSURANCE	15,000	18,000	18,000	18,000	See Detail Listing
6300-331	UTILITIES, ELECTRIC	21,516	27,000	27,000	27,000	See Detail Listing
6300-333	UTILITIES, WATER	1,709	4,000	4,000	4,000	See Detail Listing
6300-337	PAGER SERVICE	563	700	700	700	See Detail Listing
6300-346	EQUIPMENT RENTAL	380	300	300	300	See Detail Listing
6300-349	EMS/EQP NOTE PAY INT	6,749	5,134	5,094	3,471	Year 5 of 6
6300-350	EMS EQUIP FINAN PRINC	55,939	57,555	57,595	59,218	Year 5 of 6
TOTAL PURCHASED SERVICES		389,548	498,707	498,207	477,439	
GENERAL & ADMINISTRATIVE SERVICES						
6300-441	APPRECIATION/AWARDS	2,668	3,685	3,685	2,600	See Detail Listing
6300-443	DUES/LICENSES	6,123	5,905	5,905	5,905	See Detail Listing
6300-447	EMERGENCY MANAGEMENT SERV	5,468	4,350	7,455	7,709	See Detail Listing
6300-448	REHAB TRAINING & EQUIPMENT	3,167	3,000	3,000	2,400	See Detail Listing
6300-449	DEPLOYMENT EXPENSE					
6300-451	SOFTWARE, BOOKS & CD'S	860	1,850	1,850	1,800	See Detail Listing
6300-498	MISCELLANEOUS	160	750	750	0	
TOTAL GENERAL & ADMINISTRATIVE SERVICES		18,446	19,540	22,645	20,414	
NON-CAPITALIZED EXPENSE						

11 -GENERAL FUND FIRE DEPARTMENT		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
6300-411 FURNITURE & FIXTURES			1,650	1,650		
6300-452 HARDWARE & TELECOM		35,038	4,800	4,800	1,900	See Detail Listing
TOTAL NON-CAPITALIZED EXPENSE		35,038	6,450	6,450	1,900	
<u>CAPITAL OUTLAY</u>						
8300-200 BUILDING IMPROVEMENTS		0				
8300-411 FURNITURE & FIXTURES		0	0	0		
8300-416 IMPLEMENTS & APPARATUS		0	0	0		
8300-420 EQUIPMENT			121,800	205,565	93,700	See Detail Listing
8300-421 VEHICLES			130,000	130,000		
8300-452 HARDWARE & TELECOM			6,000	6,000	6,000	EOC Handheld Radio
TOTAL CAPITAL OUTLAY		0	257,800	341,565	99,700	
TOTAL FIRE		1,582,467	2,065,378	2,177,500	2,161,002	

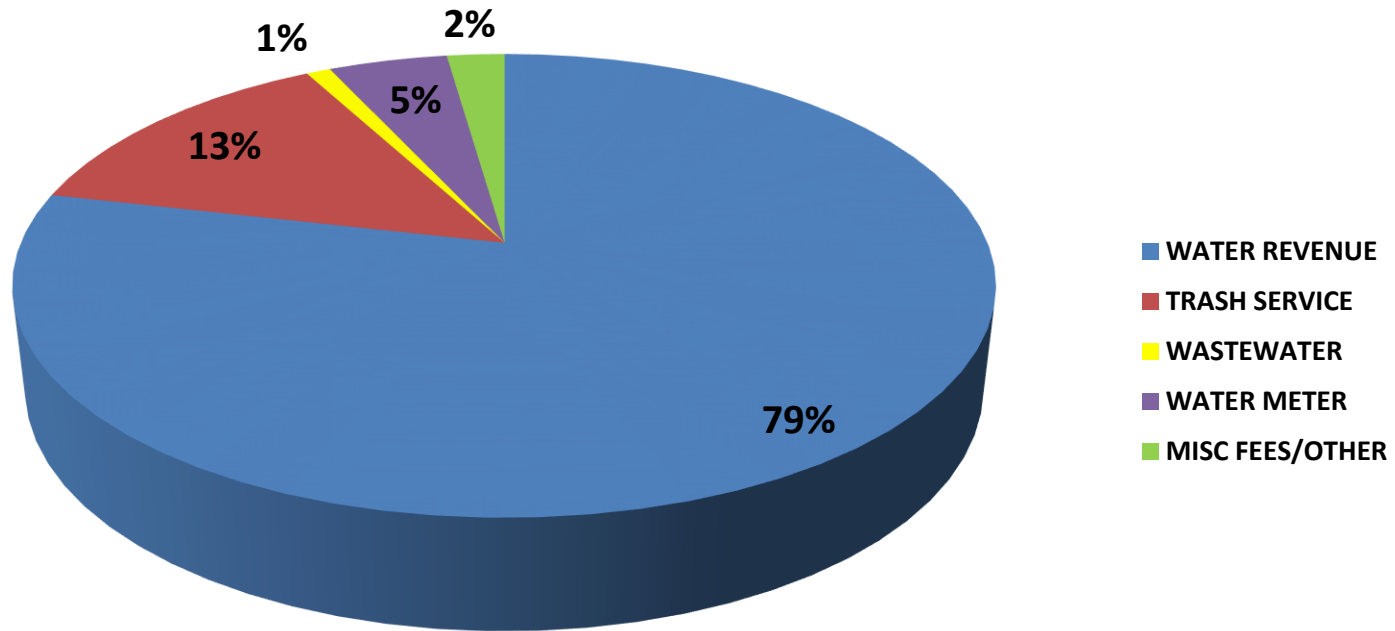
11 -GENERAL FUND		2015-2016	2016-2017	2016-2017	2017-2018	DESCRIPTION
GENERAL ADMINISTRATION - NON-DEPA		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET	
PERSONNEL SERVICES						
6999-109	TMRS - COLA					
6999-110	PERFORMANCE/INCENTIVE P/A	18,262	52,926	34,319	60,729	COLA/MERIT 3%
6999-130	LT DISABILITY					
TOTAL PERSONNEL SERVICES		18,262	52,926	34,319	60,729	
MAINT & SUPPLIES						
6999-213	SIGNS	755	0	0		
6999-214	CLEANING SUPPLIES	1,462	1,500	1,500	1,500	
6999-231	FACILITY MAINT	21,067	32,500	32,500	21,300	\$21K Annual/\$300 alarm monitoring
TOTAL MAINT & SUPPLIES		23,284	34,000	34,000	22,800	
PURCHASED SERVICES						
6999-303	TELEPHONE	8,461	11,500	11,500	11,500	
6999-305	IT SUPPORT/MAINT	68,870	72,288	72,288	72,295	See Comprehensive IT Budget Listing
6999-306	SOFTWARE MAINTENANCE	20,877	21,619	21,619	18,520	See Comprehensive IT Budget Listing
6999-308	CLEANING & PEST CONTROL	15,280	17,200	17,200	17,200	
6999-309	PROFESSIONAL SERVICES	6,400	2,400	3,620	2,100	See Comprehensive IT Budget Listing
6999-310	LEGAL SERVICES	43,306	75,000	75,000	75,000	
6999-322	CONTRACTS OTHER	27,000	30,000	30,000	0	
6999-326	LAW ENFORCEMENT	90,208	110,700	110,700	300,000	New Contract
6999-331	ELECTRICITY	6,673	8,400	8,400	8,400	
6999-333	WATER	554	500	500	500	
6999-336	ANIMAL CONTROL	34,000	35,000	35,000	35,000	
TOTAL PURCHASED SERVICES		321,629	384,607	385,827	540,515	
NON-CAPITAL EXPENSE						
6999-411	FURNITURE	3,153	0	0		
6999-451	SOFTWARE	0	0	0	8,600	See Comprehensive IT Budget Listing
6999-452	HARDWARE, TELECOM	8,713	5,150	5,150	6,300	See Comprehensive IT Budget Listing
TOTAL NON-CAPITALIZED EXPENSE		11,866	5,150	5,150	14,900	
CAPITAL OUTLAY						
8999-200	BUILDING IMPROVEMENTS	0	30,000	30,000	0	
8999-420	EQUIPMENT		0	0		
8999-421	VEHICLE		0	0		
8999-452	HARDWARE, TELECOM	0	0	0		
TOTAL CAPITAL OUTLAY		0	30,000	30,000	0	
TOTAL NON-DEPARTMENTAL		375,041	506,683	489,296	638,944	

21 - CAPITAL IMPROVEMENTS	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
REVENUES					
<u>FEES & SERVICE CHARGES</u>					
4404 INTERGOV/3RD PARTY REV	244,414	106,480	6,223	106,480	Timing of Funding
TOTAL FEES & SERVICE CHARGES	244,414	106,480	6,223	106,480	
<u>BOND PROCEEDS</u>					
4800 BOND PROCEEDS	0	0	5,855,000	0	Proceeds - New Debt
4810 BOND ISSUE PREMIUM			256,007		Premium - New Debt
TOTAL BOND PROCEEDS	0	0	6,111,007	0	
<u>MISCELLANEOUS REVENUE</u>					
4911 INTEREST INCOME	6,921	6,000	6,000	12,000	
4914 INSURANCE PROCEEDS	0	0	60,401	0	
TOTAL MISCELLANEOUS REV	6,921	6,000	66,401	12,000	
TOTAL REVENUES	251,335	112,480	6,183,631	118,480	

21 - CAPITAL IMPROVEMENTS		2015-2016	2016-2017	2016-2017	2017-2018	DESCRIPTION
PUBLIC WORKS		FISCAL YEAR	ORIGINAL	AMENDED	FISCAL YEAR	
DEPARTMENTAL EXPENDITURES		ACTUAL	BUDGET	BUDGET	BUDGET	
CAPITAL OUTLAY						
7900-298	BOND ISSUE COSTS			111,007		Debt Issuance Costs
8210-490-104	WATER METER REPLACEMENT	0	100,000	250,000	250,000	Year Two Replacement
8210-490-108	STINSON WATER LINE PROJECT	0	5,000	0		
8210-490-111	OSAGE WATER LINE	46,762				Complete
8210-490-117	ABANDONED 8" AC FM WATER LINE	0	34,117	34,117	0	
8210-490-120	PARKER R 12" WATER LINE PHASE ONE-1	9,643	6,000	299,937		\$244,796 Contract/\$36,879 Contingency \$8,262 BW2 Design Balance/\$10K LIT
8210-490-121	WHITE ROCK BRIDGE ADD'T ROW	4,000	11,000	0		Complete
8210-490-122	PARKER RD PHASE 2	0	400,000	41,150	348,000	
8210-490-123	DEAD END CONNECTIONS	0	400,000	400,000		
8210-490-124	WATER SYSTEM IMPROVEMENTS	60,684				Complete
8210-490-125	ELEVATED WATER TOWER			185,000	2,777,240	\$2,190,844 Elevated Tower/\$432,575 New Pump House/\$153,821 Pump replac
8210-490-126	PARKER RD PHASE 3T	0	0	10,800	159,503	
8210-491-120	WINNINGKOFF TRAIL PROJECT	0	117,480	117,480		Complete
8210-301	W LUCAS RD/COUNTRY CLUB - RTR		79,000	0	79,000	Carry-Over FY 17-18 Drainage
8210-302	W LUCAS RD/CC RD TO ANGEL PKWY - RTR	10,520	1,423,618	1,423,618		
8210-303	FM 1372 LCA TURN LANES - LCA	24,839	0	0		Complete
8210-491-121	BLONDY JHUNE BRIDGES/SAFETY PROJECTS	432,686	0	1,730,691		Complete
8210-491-122	BAIT SHOP INTERSECTION ROW		100,000	0		
8210-491-123	WINNINGKOFF ROAD REVERSE CURVE	0	840,000	97,036	964,000	\$72,036 Design Winningkoff R Curve(Birkhoff) \$25K Easement/\$964K construc est
8210-491-124	STINSON RD W LUCAS INTERSECTION			91,130	453,000	
8210-491-125	ROW FOR INTERSECTION FM 1378/3286			300,000		
8210-491-126	COUNTRY CLUB RD/ESTATES PKWY INTERSECTION				350,000	
8210-491-127	WINNINGKOFF RD /MIDDLE SECTION				1,400,000	
8210-491-128	STINSON RD SOUTHERN SECTION				2,267,000	
8210-491-129	BLONDY JHUNE RD MIDDLE & EAST SECTION				2,700,000	
TOTAL CAPITAL OUTLAY		589,134	3,516,215	4,980,959	11,747,743	
TOTAL PUBLIC WORKS		589,134	3,516,215	4,980,959	11,747,743	

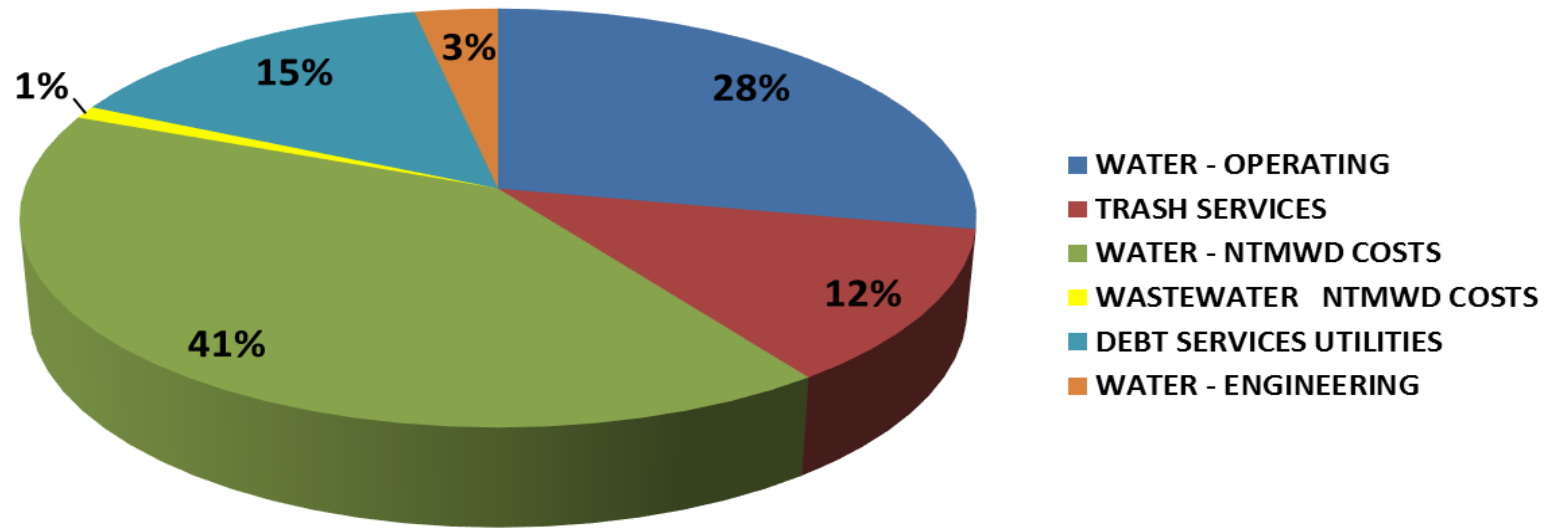
Water Fund Revenue FY17/18

Total \$ 4,427,177



Water Fund Expenditures FY17/18

Total \$ 4,363,641



51 - WATER UTILITIES FUND

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
REVENUES						
<u>FEES & SERVICE CHARGES</u>						
4461	WATER REVENUE	2,967,668	3,180,121	3,180,121	3,478,218	
4462	WATER TAPS & BORES	0	10,000	10,000	10,000	
4463	PENALTY & INTEREST	35,125	35,000	35,000	35,000	
4467	WATER METER	200,350	200,000	200,000	200,000	
4468	WATER METER REPAIRS	8,400	6,000	7,000	7,000	
4469	WASTEWATER FEES	34,431	36,000	73,000	42,000	
4470	REREAD/CHARTING	100	250	250	100	
4478	TRASH SERVICE	445,604	456,000	456,000	599,609	Adjusted for new contract rates
4497	FH METER RENTAL INC	5,475	6,500	6,500	6,500	
4498	MISC. FEE AND CHARGES		250	0	0	
4499	WATER LINES/FEES DEVEL	230,421	0	0		
TOTAL FEES & SERVICE CHARGES		3,927,574	3,930,121	3,967,871	4,378,427	
<u>BOND PROCEEDS</u>						
4800	BOND PROCEEDS	0	0	2,920,000	0	(FY 16-17)Proceeds - New Debt
4810	BOND ISSUE PREMIUM			127,918		(FY 16-17)Premium - New Debt
TOTAL BOND PROCEEDS		0	0	3,047,918	0	
<u>MISCELLANEOUS REVENUE</u>						
4911	INTEREST INCOME	8,478	6,000	18,500	18,500	
4912	RETURN CHECK CHARGE	500	250	425	250	
4913	NTMWD REFUND	28,502	30,000	30,000	30,000	
4914	INSURANCE CLAIM REIMB	0	0	0		
4992	SALE OF ASSETS	0	0	0		
4996	TRANSFER IN	0	0	181,086	0	(FY 16-17) CC Approv 2-2-17- New Posit \$31,086/\$150K Water Flushing/Valves
TOTAL MISCELLANEOUS REVENUE		37,480	36,250	230,011	48,750	
*** TOTAL REVENUES ***		3,965,054	3,966,371	7,245,800	4,427,177	

51 - WATER FUND- Operations

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
<u>PERSONNEL SERVICES</u>						
6400-101	SALARIES - EXEMPT	224,404	154,596	158,096	158,096	
6400-102	SALARIES - NON-EXEMPT	197,303	199,125	222,439	237,253	Five Public Works Water employees/1 UB Coordinator
6400-103	SALARIES - TEMPORARY			0		
6400-106	CERTIFICATION FEES	3,275	6,300	5,300	6,300	
6400-110	PERFORMANCE/INCENTIVE PAY	6,749	12,174	5,926	13,785	COLA/MERIT 3%
6400-111	OVERTIME	22,028	23,500	25,113	25,863	
6400-112	WORKERS' COMPENSATION	8,500	6,842	6,943	9,100	
6400-113	LONGEVITY PAY	2,152	1,563	1,823	2,216	
6400-122	TMRs	60,382	52,875	56,605	58,396	
6400-123	GROUP INSURANCE	58,921	55,926	63,162	72,900	
6400-127	MEDICARE	6,377	5,561	5,968	6,184	
6400-129	LT DISABILITY	1,555	1,674	1,978	1,978	
6400-131	UNEMPLOYMENT COMP	0		0		
6400-141	CAR ALLOWANCE	2,400	2,400	2,400	2,400	
TOTAL PERSONNEL SERVICES		594,046	522,536	555,753	594,471	
<u>MATERIALS & SUPPLIES</u>						
6400-201	OFFICE SUPPLIES	800	800	800	800	
6400-202	POSTAGE	925	2,000	2,000	2,000	
6400-204	FOOD/BEVERAGE	400	400	400	400	
6400-206	FUEL & LUBRICANTS	10,666	12,000	12,000	12,000	
6400-208	MINOR APPARATUS	4,019	7,500	7,500	0	
6400-209	PROTEC CLOTHING/UNIFORMS	3,813	6,345	6,345	6,345	See Detail Listing
6400-210	COMPUTER SUPPLIES	0	225	225	225	
6400-211	MEDICAL SUPPLIES	0	100	100	100	
6400-212	CHEMICALS	0	11,300	11,300	1,000	
6400-222	MISCELLANEOUS	1,952	2,500	2,500	0	
6400-223	SAND/DIRT	0	1,000	1,000	1,000	
6400-224	ASPHALT/FLEXBASE/CONCRETE	0	3,000	3,000	3,000	
TOTAL MATERIALS & SUPPLIES		22,575	47,170	47,170	26,870	
<u>MAINTENANCE & REPAIR</u>						
6400-231	FACILITY MAINTENANCE	1,040	1,500	1,500	3,000	
6400-232	VEHICLE/EQP MAINT.	3,625	4,200	4,200	4,500	See Detail Listing
6400-233	REPAIR & MAINT WTR FACILITIES	100,038	170,080	329,280	139,649	See Detail Listing
TOTAL MAINTENANCE & REPAIR		104,703	175,780	334,980	147,149	
<u>PURCHASED SERVICES:</u>						
6400-237	TRASH SERVICES	392,308	415,000	415,000	526,634	Adjusted for new contract rates
6400-302	AUDITING & ACCOUNTING	8,312	12,500	12,500	12,500	
6400-303	TELEPHONE	4,716	5,400	5,400	5,400	
6400-304	UB PROCESSING	22,432	23,500	23,500	23,500	
6400-305	SOFTWARE SUPPORT/MAINT	9,391	26,634	26,634	25,050	See Detail Listing
6400-307	TRAINING & TRAVEL	1,857	4,634	4,634	9,801	See Travel & Training Plan
6400-309	PROFESSIONAL SERVICES	35,411	33,000	36,105	45,000	Incl \$19K Impact Fee Update
6400-313	MAINTENANCE AGREEMENTS	6,390	6,400	6,400	5,400	New Contract Konica Copier
6400-315	WATER - NTMWD	1,470,901	1,621,763	1,621,763	1,778,910	Estimated at \$2.83 per 1,000 gallons
6400-316	WASTEWATER NTMWD	32,847	42,000	58,800	42,000	Est at \$1.78 per 1,000 gallons/8,375,000 Reg WW Sys
6400-323	CELL PHONE	4,985	5,000	5,000	5,000	
6400-325	LIABILITY INSURANCE	17,220	20,200	20,200	20,200	
6400-331	ELECTRICITY	59,939	70,000	70,000	70,000	
6400-333	UTILITIES, WATER	256	400	400	400	
6400-346	EQUIPMENT RENTAL	147	5,000	5,000	5,000	
TOTAL PURCHASED SERVICES		2,067,112	2,291,431	2,311,336	2,574,795	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						
6400-443	DUES/LICENSES	267	500	500		
6400-999	PILOT TRANSFER OUT	200,923	211,134	211,134	211,134	
TOTAL GENERAL & ADMIN SERVICES/TRANSF		201,190	211,634	211,634	211,134	
<u>NON-CAPITAL EXPENSE</u>						
6400-411	FURNITURE	0	0	0	0	

51 - WATER FUND- Operations

		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
DEPARTMENTAL EXPENDITURES						
6400-416	IMPLEMENTS & APPARATUS	0	0	0	0	
6400-452	HARDWARE & TELECOM	660	0	0	0	
TOTAL NON-CAPITAL EXPENSE		660	0	0	0	-
8400-420	EQUIPMENT - WATER	46,575	8,500	8,500	18,500	See Detail Listing
8400-422	EQUIPMENT- SEWER	0	0	0		
8400-421	VEHICLE	0	0	0		
8400-451	SOFTWARE, BOOKS & CD'S	0	0	0		
8400-452	HARDWARE & TELECOMM	0	0	0		
8400-490	METER READ SYSTEM	0	0	0		
TOTAL CAPITAL OUTLAY		46,575	8,500	8,500	18,500	
TOTAL WATER UTILITIES		3,036,861	3,257,051	3,469,373	3,572,919	

51 - WATER FUND- Engineering

DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
<u>PERSONNEL SERVICES</u>						
6409-101	SALARIES - EXEMPT		79,206	79,977	78,833	
6409-112	WORKERS' COMPENSATION		248	248	280	
6409-113	LONGEVITY PAY		108	108	156	
6409-122	TMRS		10,920	11,027	10,806	
6409-123	GROUP INSURANCE		8,604	8,604	9,720	
6409-127	MEDICARE		1,200	1,211	1,143	
6409-129	LT DISABILITY		325	325	340	
TOTAL PERSONNEL SERVICES		0	100,611	101,500	101,278	
<u>MATERIALS & SUPPLIES</u>						
6409-201	OFFICE SUPPLIES		250	250	250	
6409-204	FOOD/BEVERAGE		100	100	100	
6409-208	MINOR APPARATUS		500	500	500	
6409-209	PROTEC CLOTHING/UNIFORMS		1,210	1,210	1,200	See Detail Listing
6409-210	COMPUTER SUPPLIES		100	100	100	
TOTAL MATERIALS & SUPPLIES		0	2,160	2,160	2,150	
<u>PURCHASED SERVICES:</u>						
6409-305	SOFTWARE SUPPORT & MAINT		500	5,500	550	See Detail Listing
6409-307	TRAINING & TRAVEL		1,462	1,462	1,921	See Travel & Training
6409-309	PROFESSIONAL SERVICES		66,600	66,600	31,800	See Detail Listing
6409-323	CELL PHONE		1,200	1,200	1,200	
TOTAL PURCHASED SERVICES		0	69,762	74,762	35,471	
<u>GENERAL & ADMIN SERVICES/TRANSFERS</u>						
6409-443	DUES/LICENSES		1,625	1,625	1,125	See Detail Listing
TOTAL GENERAL & ADMIN SERVICES/TRANSFERS		0	1,625	1,625	1,125	
<u>NON-CAPITAL EXPENSE</u>						
6409-411	FURNITURE		500	500		
6409-416	IMPLEMENTS & APPARATUS		500	500	500	
6409-452	HARDWARE & TELECOM		500	500		
TOTAL NON-CAPITAL EXPENSE		0	1,500	1,500	500	-
8409-452 HARDWARE & TELECOMM						
TOTAL CAPITAL OUTLAY		0	0	0	0	
TOTAL WATER UTILITIES		0	175,658	181,547	140,524	

51 - WATER UTILITIES FUND

DEPARTMENTAL EXPENDITURES		2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
<u>DEBT SERVICE</u>						
7900-214	2007 CERT OF OBLIG-PRINCIPAL	110,000	115,000	115,000	120,000	
7900-215	2007 CERT OF OBLIG-INTEREST	59,713	54,931	54,931	49,938	
7900-216	2007 GO REFUNDING- PRINCIPAL	170,000	170,000	170,000	100,000	
7900-217	2007 GO REFUNDING- INTEREST	29,328	22,936	22,936	17,860	
7900-218	2011 CERT OF OBLIG-PRINCIPAL	85,000	90,000	90,000	95,000	
7900-219	2011 CERT OF OBLIG-INTEREST	68,475	66,500	66,500	63,950	
7900-222	2017 CERT OF OBLIG-PRINCIPAL				110,000	
7900-223	2017 CERT OF OBLIG-INTEREST				93,250	
7900-298	BOND SALE EXPENSES	200	200	48,118	200	(FY 16-17) Debt Issuance Costs
TOTAL DEBT SERVICE		522,716	519,567	567,485	650,198	
TOTAL DEBT SERVICE		522,716	519,567	567,485	650,198	

59 - DEBT SERVICES FUND

	2015-2016 FISCAL YEAR ACTUAL	2016-2017 ORIGINAL BUDGET	2016-2017 AMENDED BUDGET	2017-2018 FISCAL YEAR BUDGET	DESCRIPTION
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DEPARTMENTAL EXPENDITURES**REVENUES****PROPERTY TAXES**

4011	PROPERTY TAXES	917,473	782,948	840,696	1,197,171
4012	PROPERTY TAXES-DELINQUENT	35,933	17,000	17,000	17,000
4015	PROPERTY TAXES-P&I	14,950	5,000	6,910	5,121
4911	INTEREST INCOME	2,578	1,200	4,756	4,756

TOTAL PROPERTY TAXES	970,934	806,148	869,362	1,224,048	
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TOTAL REVENUES	970,934	806,148	869,362	1,224,048	
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EXPENDITURES**DEBT SERVICE**

7900-214	2007 CERT OF OBLIG-PRINCIPAL	85,000	90,000	90,000	90,000
7900-215	2007 CERT OF OBLIG-INTEREST	46,006	42,288	42,288	38,463
7900-216	2007 GO REFUNDING- PRINCIPAL	190,000	200,000	200,000	205,000
7900-217	2007 GO REFUNDING- INTEREST	53,392	46,060	46,060	38,446
7900-218	2011 CERT OF OBLIG-PRINCIPAL	135,000	140,000	140,000	150,000
7900-219	2011 CERT OF OBLIG-INTEREST	106,100	103,000	103,000	99,000
7900-220	2015 CERT OF OBLIG-PRINCIPAL	150,000	110,000	110,000	115,000
7900-221	2015 CERT OF OBLIG-INTEREST	60,641	51,000	51,000	48,750
7900-222	2017 CERT OF OBLIG-PRINCIPAL				225,000
7900-223	2017 CERT OF OBLIG-INTEREST				186,913
7900-298	BOND SALE EXPENSES	400	600	600	600

TOTAL DEBT SERVICE	826,539	782,948	782,948	1,197,171	
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City of Lucas Council Agenda Request September 21, 2017

Item No. 06

Requester: Finance Director Liz Exum

Agenda Item:

Consider adopting Ordinance 2017-09-00869 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2017 (Fiscal Year 2017-2018) at a rate of \$0.317948 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2017.

Background Information:

This item is to adopt the 2017 tax rate to generate sufficient revenues as required in the adopted 2017-2018 budget. The attached ordinance sets the 2017 ad valorem tax rate at \$0.317948 cents per \$100 assessed valuation, to be distributed as follows:

\$0.198696 for Maintenance and Operations
\$0.119252 for Debt Service (Interest & Sinking)
\$0.317948 Total Tax Rate

Attachments/Supporting Documentation:

1. Ordinance 2017-09-00869 Ad Valorem Tax Rate for FY 2017-2018.

Budget/Financial Impact:

Rate as included in the Proposed Budget for FY 2017-2018.

Recommendation:

Staff recommends adopting Ordinance 2017-09-00869 Ad Valorem Tax Rate approving the 2017 tax rate using the required language listed in the motion. The voting on the ordinance adopting the tax rate must be a record vote.

Motion:

The following is the motion that must be made to adopt Ordinance 2017-09-00869 levying ad valorem taxes for the 2017 tax year:

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.317948, which is effectively a 6.9 percent increase in the tax rate.”



ORDINANCE 2017-09-00869

[AD VALOREM TAX RATE FOR 2017]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, LEVYING AD VALOREM TAXES FOR THE TAX YEAR 2017 (FISCAL YEAR 2017-2018) AT A RATE OF \$0.317948 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF LUCAS AS OF JANUARY 1, 2017, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF LUCAS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published in all things as required by law Texas Tax Code §26.052(c) regarding the meeting to be held regarding the adoption of the proposed tax rate for the City of Lucas for Tax Year 2017, submitted by the City Manager in accordance with provisions of state statutes and the City of Lucas Home Rule Charter, and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

Section 1. There is hereby levied and shall be assessed for the tax year 2017 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lucas, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.317948 on each One Hundred Dollars (\$100) assessed valuation of taxable property apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenditures of the municipal government of the City of Lucas, a tax of \$0.198695 on each and every One Hundred Dollars (\$100) assessed value on all taxable property; and
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Lucas, not otherwise provided for, a tax of \$0.119253 on each One Hundred Dollars (\$100) assessed value of taxable property within the City of Lucas, and shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

Section 2. All ad valorem taxes shall become due and payable on October 1, 2017, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2018. There shall be no discount for payment of taxes prior to February 1, 2018. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2018, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2017 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2017 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2017 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

Section 3. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 4. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

Section 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

Section 6. All ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 7. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2017.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney

Stacy Henderson, City Secretary



City of Lucas

Council Agenda Request

September 21, 2017

Item No. 07

Requester: Mayor Jim Olk
City Manager Joni Clarke
Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Consider adopting Resolution 2017-09-00466 of the City Council of the City of Lucas, Texas, supporting 1) a limited access roadway within the north-south corridor generally concurrent with FM 546 and/or FM 982; 2) north-south transportation improvements within and near the City of Lucas; and 3) operational improvements to the US 75 corridor; and providing for an effective date.

Background Information:

In recent months, the North Central Texas Council of Governments (NCTCOG) has been working closely with municipal and county planning partners to create the Collin County Strategic Roadway Plan, a guide for the planning and implementation of major near- and long-term projects in the Collin County. One of the four areas of study listed in the plan focuses on non-tolled north/south roadway needs and opportunities in the eastern and southern parts of the Collin County, as well as potential east/west improvements. NCTCOG staff met with city and county technical staff to discuss these issues on February 16, 2017, and again with city and county elected officials and city managers on March 31, 2017. Comments from these meetings have helped move the plan closer to a consensus, as well as helped identify additional modeling scenarios and corridor refinements. The Mayors and staff from the Town of Fairview and the City of Lucas met with NCTCOG staff on August 14, 2017, to discuss operational transportation improvements specific to the two municipalities.

Attachments/Supporting Documentation:

1. Resolution 2017-09-00466
2. Exhibit A
3. Exhibit B

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:



City of Lucas

Council Agenda Request

September 21, 2017

Item No. 07

I make a motion adopting Resolution 2017-09-00466 of the City Council of the City of Lucas, Texas, supporting 1) a limited access roadway within the north-south corridor generally concurrent with FM 546 and/or FM 982; 2) north-south transportation improvements within and near the City of Lucas; and 3) operational improvements to the US 75 corridor; and providing for an effective date.



RESOLUTION NO. R 2017-09-00466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, SUPPORTING 1) A LIMITED ACCESS ROADWAY WITHIN THE NORTH-SOUTH CORRIDOR GENERALLY CONCURRENT WITH FM 546 AND/OR FM 982; 2) NORTH/SOUTH TRANSPORTATION IMPROVEMENTS WITHIN AND NEAR THE CITY OF LUCAS; AND 3) OPERATIONAL IMPROVEMENTS TO THE US 75 CORRIDOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in recent months, the North Central Texas Council of Governments (NCTCOG) has been working closely with municipal and county planning partners to create the Collin County Strategic Roadway Plan, a guide for the planning and implementation of major near- and long-term projects in the Collin County; and

WHEREAS, one of the four areas of study listed in the plan focuses on non-tolled north/south roadway needs and opportunities in the eastern and southern parts of the Collin County, as well as potential east/west improvements; and

WHEREAS, NCTCOG staff met with city and county technical staff to discuss these issues on February 16, 2017, and again with city and county elected officials and city managers on March 31, 2017; and

WHEREAS, comments from these meetings have helped move the plan closer to a consensus, as well as helped identify additional modeling scenarios and corridor refinements; and

WHEREAS, the Mayors and staff from the Town of Fairview and the City of Lucas met with NCTCOG staff on August 14, 2017, to discuss operational transportation improvements specific to the two municipalities; and

WHEREAS, the City of Lucas, a home rule municipality, approved its Thoroughfare Plan on July 17, 2014.

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

SECTION 1. The City Council supports the North/South Limited Access Roadway project generally following the existing alignments of FM 546 and/or FM 982 described in Exhibit A.

SECTION 2. The City Council supports the North/South Operational Transportation Roadway and Intersection Improvements described in Exhibit B.

SECTION 3. The City Council supports operational improvements to the US 75 corridor that mitigate congestion during peak periods and times of incident management.

SECTION 4. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on the 21th day of September 2017.

ATTEST:

APPROVED:

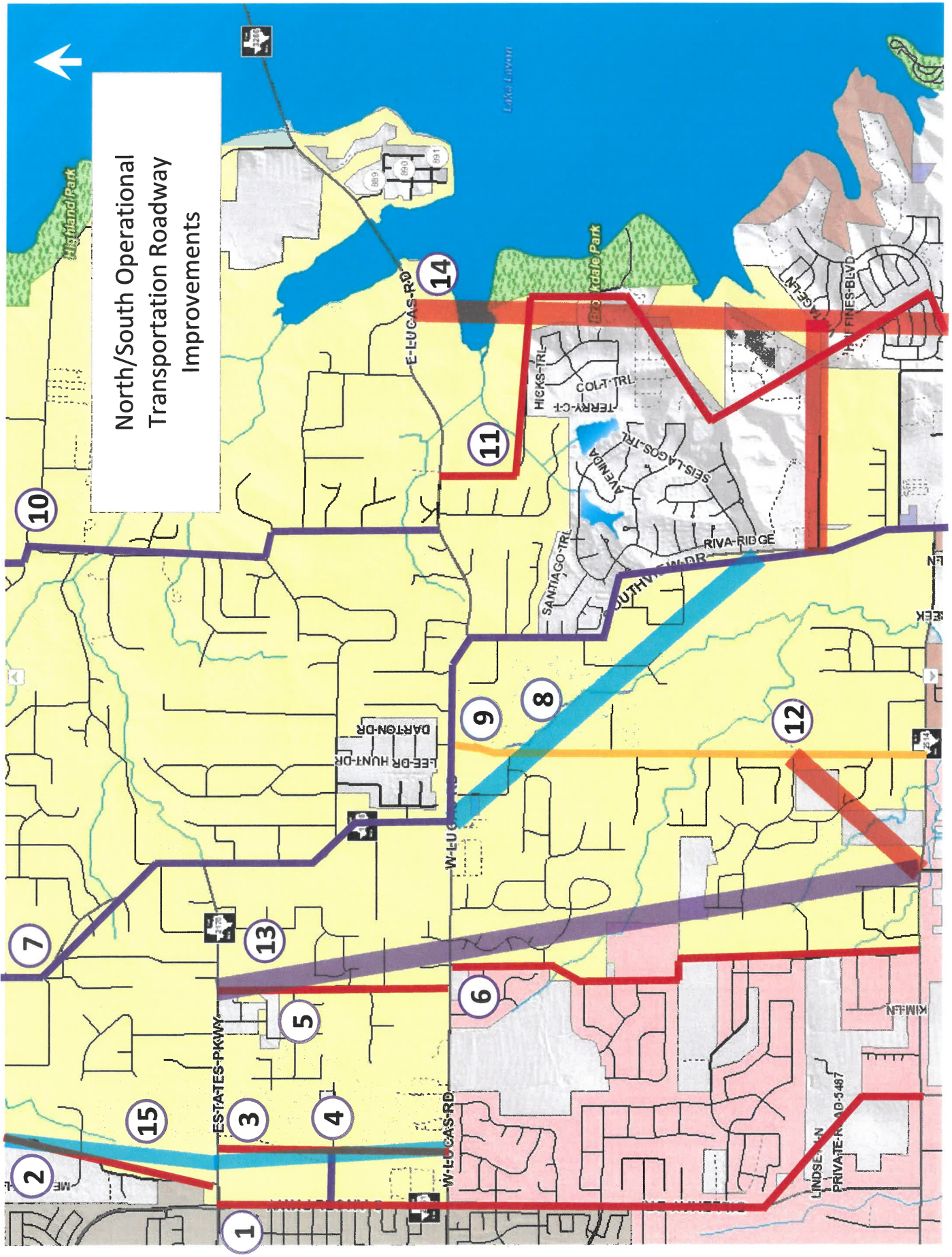
Stacy Henderson, City Secretary

Jim Olk, Mayor

Exhibit A



North/South Operational
Transportation Roadway
Improvements



North/South Operational Transportation Improvements

1. Angel Parkway (FM 2551)

Per Lucas Thoroughfare Plan

From – Main Street/Estates Parkway/FM 2170

To – Parker Road FM 2514

Existing Roadway – two-lane, asphalt, undivided, and ditches

Proposed Roadway – six-lane, concrete, divided, and curb/gutter

2. Rock Ridge Road

From – Country Club Road (FM 1378)

To – Estates Parkway (FM 2170)

Existing Roadway – 22-foot wide, asphalt, undivided, and ditches

Proposed Roadway – four-lane, concrete, divided, and curb/gutter

3. Allison Lane

From – Estates Parkway (FM 2710)

To – W. Lucas Road

Option 1 – New location four-lane, concrete, divided, and curb/gutter

Option 2 – New Location three-lane, concrete, undivided, and curb/gutter

Option 3 – New location two-lane, concrete, undivided, and ditch drainage
(current Lucas Thoroughfare Plan)

4. McGarity Lane

From – Angel Parkway (FM 2551)

To – Allison Lane

Existing Roadway – 20-foot wide, undivided, and ditches

Proposed Roadway – four-lane, divided, and curb/gutter

5. Ingram Lane

From – Estates Parkway (FM 2170)

To – W. Lucas Road

Existing Roadway – 20-foot wide, asphalt, undivided, and ditches

Proposed Roadway – 24-foot, concrete, undivided, and ditches

6. Lewis Lane

Per Lucas Thoroughfare Plan

From – W. Lucas Road

To – Parker Road (FM 2514)

Existing Roadway – 20-foot wide, asphalt, undivided, and ditches

Proposed Roadway – 24-foot, concrete, undivided, and ditches

7. Country Club Road/W. Lucas Road/Southview Drive (FM 1378)

Per Lucas Thoroughfare Plan

From – Rock Ridge Road

To – Parker Road (FM 2514)

Existing Roadway – two-lane, asphalt, undivided, and ditches

Proposed Roadway – four-lane, concrete, undivided with turn lanes, and ditches

8. New Roadway -- Country Club Road/Southview Drive Connection

From – W. Lucas Road

To – Lewis Park

Proposed Roadway – four-lane, concrete, undivided with turn lanes, and ditches.

Right-of-Way for Option 1 (Total Takings)

- 995 W. Lucas Road
- 10 Brookhaven Drive
- 5 Brookhaven Drive

Right-of-Way for Option 2 (Total Taking)

- 995 W. Lucas Road

9. Stinson Road

Per Lucas Thoroughfare Plan

From – W. Lucas Road

To – Parker Road (FM 2514)

Existing Roadway – 22-foot wide, asphalt, undivided, and ditches

Proposed Roadway – two-lane, concrete, undivided with turn lanes, and ditches including the extension from Edgewood Drive to Stinson Road with a roundabout at the Edgewood Drive/Stinson Road intersection.

10. Winningkoff Road and Orr Road

Per Lucas Thoroughfare Plan

From – E. Lucas Road (FM 3286)

To – Forest Grove Road

Existing Roadway – 22-foot wide, asphalt, undivided, and ditches

Proposed Roadway – two-lane, concrete, undivided with turn lanes, and ditches

11. Inspiration Boulevard/Brookdale Park Road Connection

Per Lucas Thoroughfare Plan

12. New Roadway -- Stinson Road to McCreary Road Connection

From – Stinson Road/Highland Drive intersection

To – Parker Road/McCreary Road intersection

Convert the Stinson Road/Highland Drive intersection to a roundabout.

13. New Roadway – Ingram Lane to Lewis Lane to McCreary Road Connection

From – Estates Parkway (FM 2170)

To – Parker Road (FM 2514)

14. New Roadway – Inspiration Boulevard/Brookdale Park Road Connection

From -- E. Lucas Road (FM 3286)

To -- Parker Road (FM 2514)

Extend Inspiration Boulevard north along Brookdale Park Road to the old Brookdale Park Road alignment through Brockdale Park as a four-lane, concrete, divided, and curb/gutter

15. Rock Ridge Road/Allison Lane/Exchange Parkway Connection

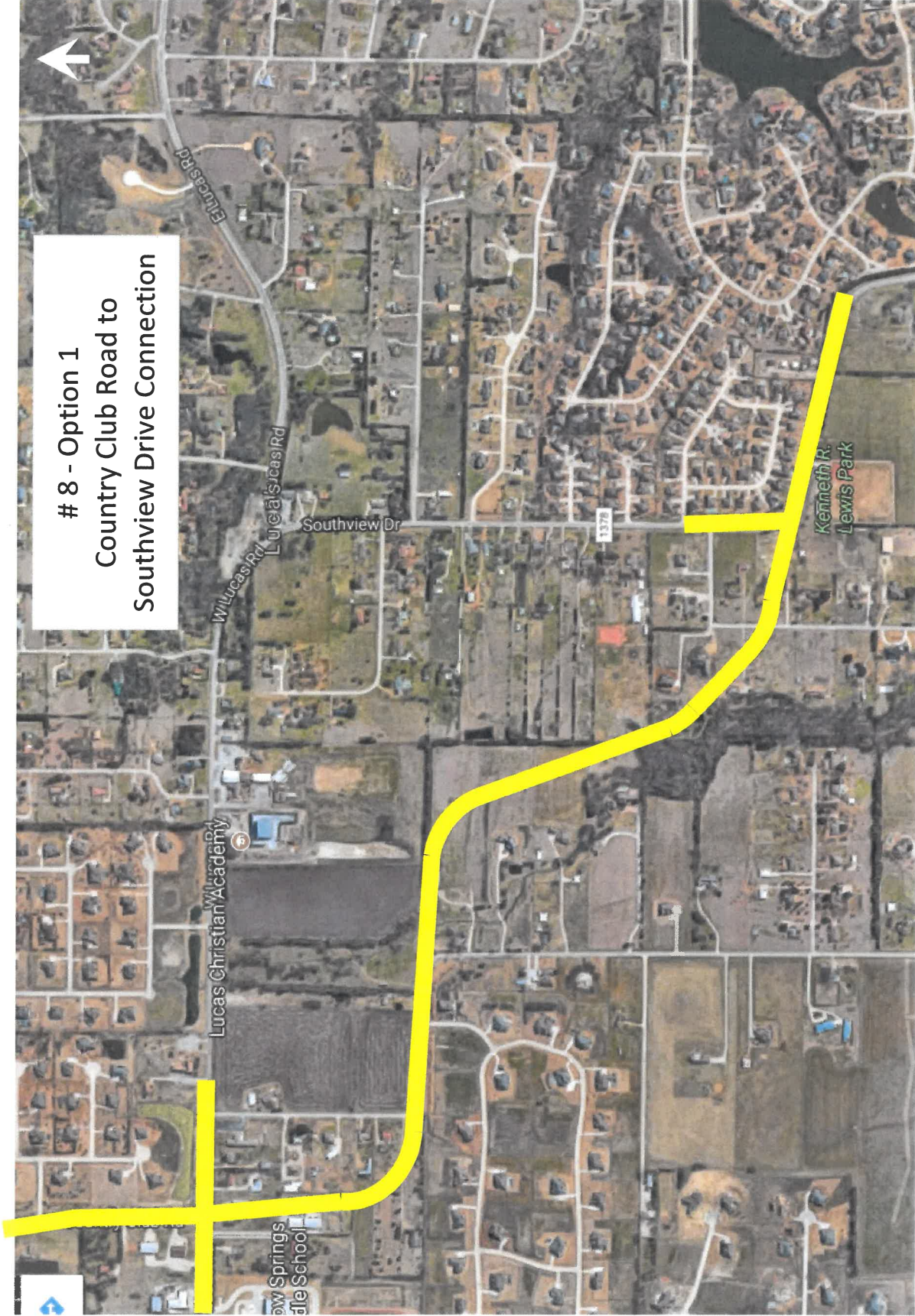
From – Country Club Road (FM 1378)

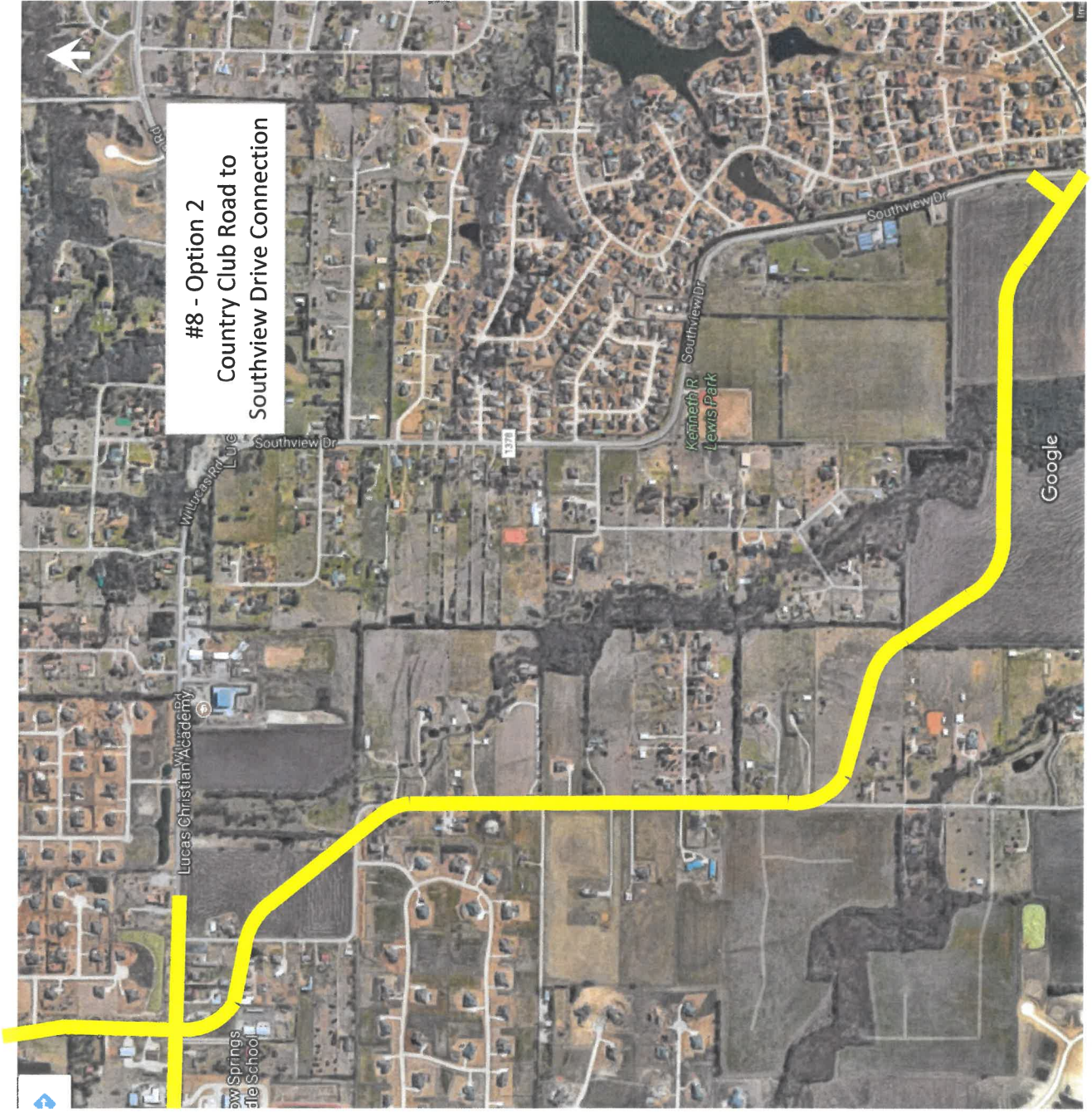
To – W. Lucas Road

Existing Roadway – 22-foot wide, asphalt, undivided, and ditches

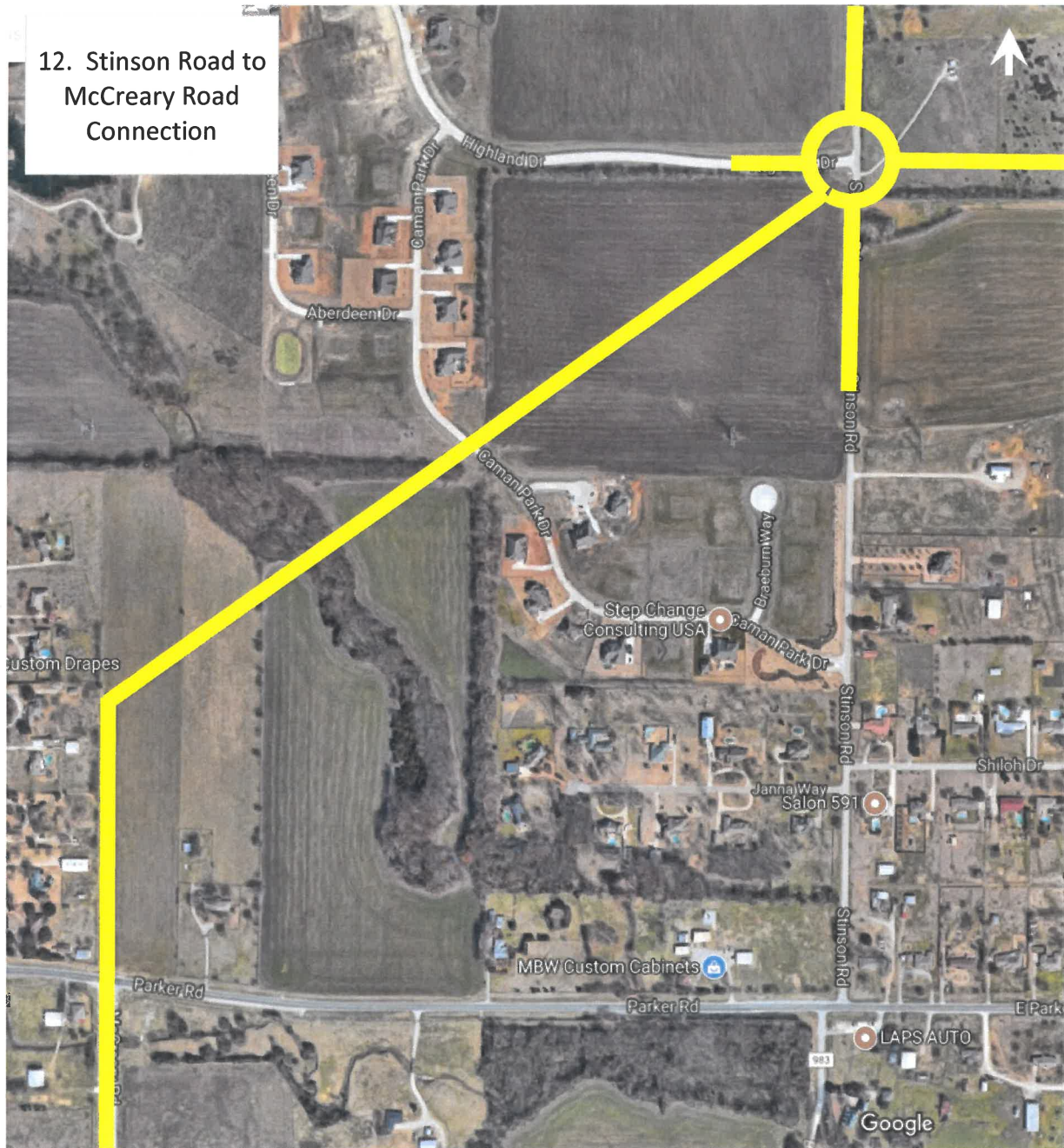
Proposed Roadway – four-lane, concrete, both divided and undivided sections, and curb/gutter

8 - Option 1
Country Club Road to
Southview Drive Connection



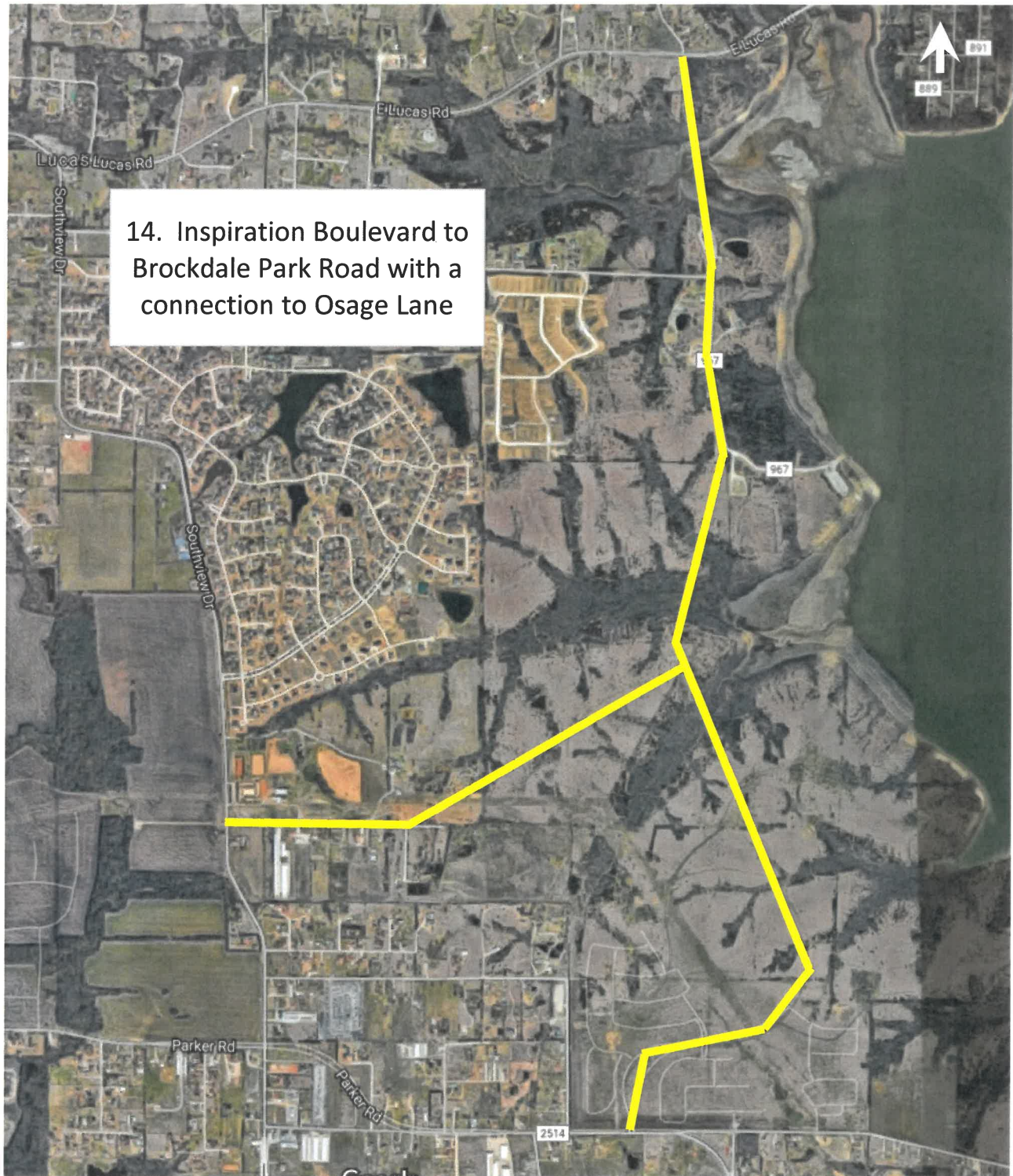


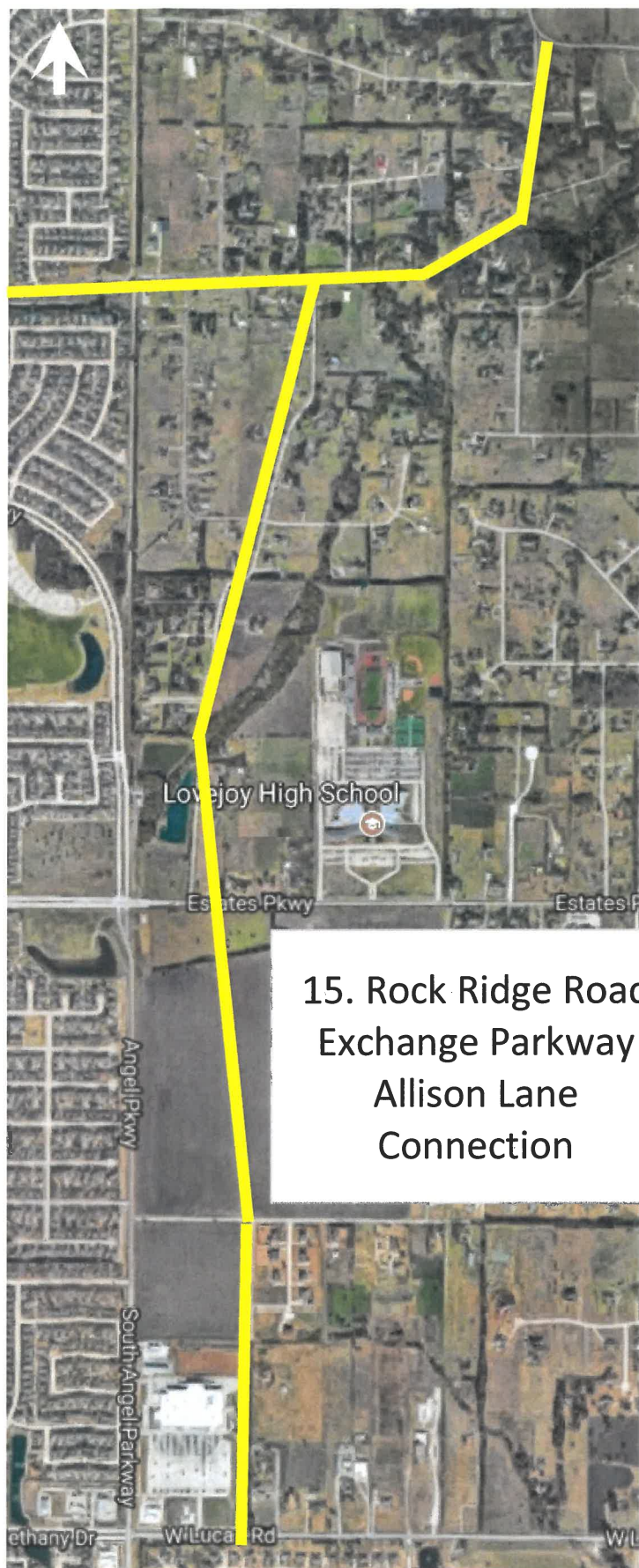
12. Stinson Road to
McCreary Road
Connection





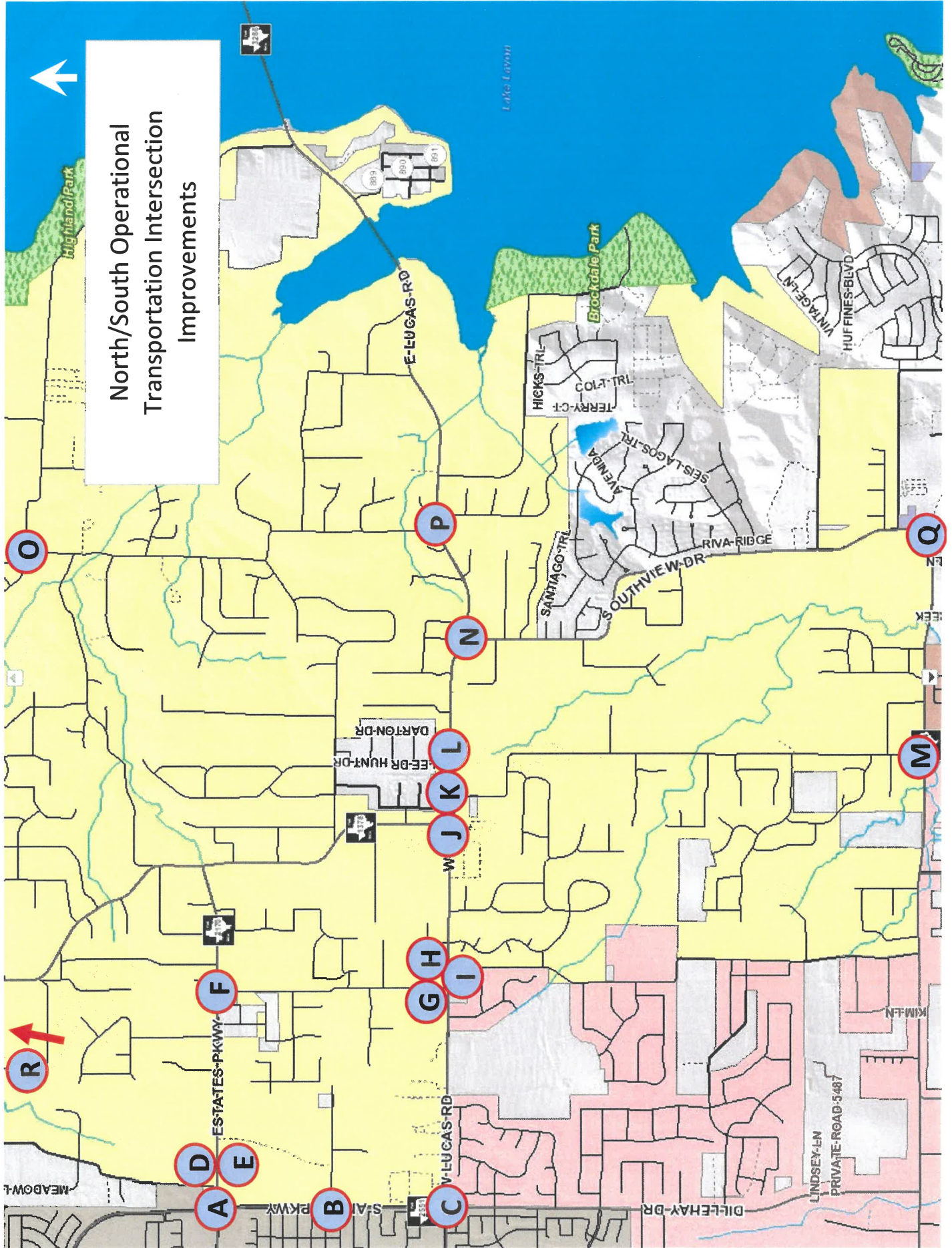
13. Ingram Lane to
Lewis Lane to
McCreary Road
Connection





15. Rock Ridge Road
Exchange Parkway
Allison Lane
Connection

North/South Operational
Transportation Intersection
Improvements



Intersection Improvements

A. Angel Parkway (FM 2551)/Estates Parkway Intersection

Provide dual lefts, dual rights, and maintain through lanes at each intersection

B. Angel Parkway (FM 2551)/McGarity Lane Intersection

Provide dual lefts, dual rights, and maintain through lanes at each intersection

C. Angel Parkway (FM 2551)/Parker Road (FM 2514) Intersection

Provide dual lefts, dual rights, and maintain through lanes at each intersection

D. Rock Ridge Road/Estates Parkway (FM 2170) Intersection

Realign Rock Ridge Road to the east improve intersection geometry and add left and right turn lanes to Rock Ridge Road.

E. Rock Ridge Road/Allison Lane at Estates Parkway (FM 2170)

Realign Rock Ridge Road to the east to line up Allison Lane. This new intersecting will need to be midway between Angle Parkway (FM 2551) and the western driveway into Lovejoy High School.

F. Estates Parkway (FM 2170)/Ingram Lane Intersection

Add northbound left and right turn lanes

Add eastbound right turn lane

Add westbound left turn lane

Maintain all through lanes on Estates Parkway

G. Ingram Lane/Lewis Lane at W. Lucas Road

Realign Ingram Lane and Lewis Lane at W. Lucas Road to eliminate the off-set intersections.

H. W. Lucas Road/Ingram Lane Intersection

Add southbound left and right turn lanes
Add eastbound left turn lane
Add westbound right turn lane
Maintain all through lanes on W. Lucas Road

I. W. Lucas Road/Lewis Lane Intersection

Add northbound left and right turn lanes
Add eastbound right turn lane
Add westbound left turn lane
Maintain all through lanes on W. Lucas Road

J. Country Club Road (FM 1378)/W. Lucas Road Intersection

Provide dual lefts, dual rights, and maintain through lanes at each roadway

K. W. Lucas Road (FM 1378)/Stinson Road Intersection

Provide dual northbound lefts, dual northbound rights, eastbound right, westbound left, and maintain through lanes on W. Lucas Road

L. W. Lucas Road (FM 1378)/Edgewood Drive Intersection

Provide dual northbound lefts, dual northbound rights, eastbound right, westbound left, and maintain through lanes on W. Lucas Road

M. Parker Road (FM 2514)/Stinson Road Intersection

Add southbound left and right turn lanes
Add eastbound left turn lane
Add westbound right turn lane
Maintain all through lanes on Parker Road

N. Lucas Road (FM 1378 & 3286)/Southview Drive (FM 1378) Intersection

Realign the intersection to a “T” so that Lucas Road is the top of the T and Southview Drive is the stem of the T.

The W. Lucas Road approach would be two through lanes with a dual right turn. The E. Lucas Road approach would be two through lanes with a dual left turn. The Southview Drive approach would be a dual left and dual right. Divide the intersection for safety.

O. Winningkoff Road/Orr Road/E. Winningkoff Road Intersection

Realign intersection to eliminate offset

Add turn lanes

P. E. Lucas Road/Winningkoff Road Intersection

Provide dual southbound lefts, dual southbound rights, eastbound left, westbound right, and maintain through lanes on E. Lucas Road

Q. Southview Drive (FM 1378)/Parker Road (FM 2514) Intersection

Provide dual lefts, dual rights, and maintain through lanes at each approach

R. Country Club Road (FM 1378)/Rock Ridge Road Intersection

Realign to improve intersection geometry

Provide dual lefts and dual rights

Maintain all through lanes



City of Lucas Council Agenda Request September 21, 2017

Item No. 08

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Authorize the City Manager to enter into a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$82,700 for the design of the Estates Parkway/Country Club Road Intersection Project using funds from FY 17-18 account 21-8210-491-126.

Background Information:

During several City Council and other public meetings, the need for two new turn lanes associated with the Estates Parkway/Country Club Road intersection were discussed: 1) northbound Country Club Road to westbound Estates Parkway left turn lane and 2) eastbound Estates parkway to southbound Country Club Road right turn lane. Both turn lanes were determined to be a priority safety improvement for the City of Lucas. A budget of \$350,000 was established as part of the \$9,000,000 Certificates of Obligation funded in July 2017.

Attachments/Supporting Documentation:

1. Birkhoff engagement letter dated September 11, 2017

Please note the proposed agreement is under legal review and may be revised accordingly.

Budget/Financial Impact:

The FY 17-18 budget for Estates Parkway/Country Club Road Improvements (21-8210-491-126) is \$350,000. Staff has met with the Texas Department of Transportation and determined the cost of the project will be greater than the initial budget. City staff requested that TxDOT fund the difference between the budgeted \$350,000 and the actual cost. TxDOT is reviewing the proposed schematic to determine the construction cost. TxDOT has asked the city to proceed with the design of the project, and TxDOT will determine if the construction can be added to an existing TxDOT FM 1378 Safety Project scheduled for 2019.

Recommendation:

Public Works Director/City Engineer Stanton Foerster recommends proceeding with engagement of Birkhoff for the design of the turn lanes.

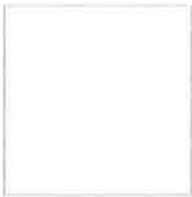


City of Lucas Council Agenda Request September 21, 2017

Item No. 08

Motion:

I make a motion to authorize the City Manager to enter into a professional services contract with Birkhoff, Hendricks & Carter, LLP in the amount of \$82,700 for the design of the Estates Parkway/Country Club Road Intersection Project using funds from FY 17-18 account 21-8210-491-126.



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

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

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

September 11, 2017

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

Re: Country Club Road and Estates Parkway Intersection Improvements
Professional Engineering Services Agreement

Dear Mr. Foerster:

As you requested, please find enclosed two (2) signed originals of our professional engineering services agreement for work associated with the City of Lucas's FM 1378 (Country Club Road) and FM 2170 (Estates Parkway) Intersection Improvements Project. Generally the project consists of the addition of left turns lanes and modifications to the traffic signals.

Our opinion of probable construction cost for this project is in the range of \$630,000. A copy of our itemized opinion of cost is enclosed for your records. Based on our opinion of cost and this engineering fee proposal, our recommended total project budget is as follows:

Opinion of Construction Cost (Includes 15% Contingency):	\$630,000
Professional Engineering Fees (Basic & Additional Services):	\$82,700
Materials Testing & Quality Control (by others):	\$15,800
Total Project Budget:	\$730,000

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

Sincerely,

Joseph T. Grajewski, P.E.

Enclosures

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

Project No. _____

Client: City of Lucas

Date: 7-Apr-17

Project: Country Club Road & Estates Parkway
Intersection Improvements

By: JTG

ENGINEER'S OPINION OF PROBABLE COST

Item No.	Description	Quantity	Unit	Price	Amount
101	Right-of-Way Preparation (Including Insurance, Bonds & Mobilization)	18	Sta.	\$ 5,000.00	\$ 90,000.00
102	Remove Existing 4-inch Asphalt Pavement	200	S.Y.	\$ 8.00	\$ 1,600.00
103	Place Imported Fill	900	C.Y.	\$ 20.00	\$ 18,000.00
104	Furnish & Install 1.5-Inch Type 'D' HMA Surface Course	605	Tons	\$ 110.00	\$ 66,550.00
105	Furnish & Install 3-Inch Type 'D' HMA Surface Course	405	Tons	\$ 110.00	\$ 44,550.00
106	Furnish & Install 4-Inch Type 'B' HMA Binder Course	540	Tons	\$ 110.00	\$ 59,400.00
107	Prepare 8-inch Lime Treated Subgrade (6% Lime)	2,455	S.Y.	\$ 10.00	\$ 24,550.00
108	Furnish Hydrated Lime (27 lb/SY)	35	Tons	\$ 180.00	\$ 6,300.00
109	Furnish & Install 6-inch 3600 psi Driveways	50	S.Y.	\$ 60.00	\$ 3,000.00
110	Remove & Replace 18-Inch Driveway Culverts	30	L.F.	\$ 60.00	\$ 1,800.00
111	Furnish & Install 18-Inch Safety End Treatments	2	Ea.	\$ 1,500.00	\$ 3,000.00
112	Reconstruct Concrete Headwall & Extend Culvert Structure (East Side of Country Club Road)	1	L.S.	\$ 50,000.00	\$ 50,000.00
113	Furnish & Install Metal Beam Guard Fence	300	L.F.	\$ 50.00	\$ 15,000.00
114	Reconstruct Culvert Headwall & Extend Culvert (Northwest Corner of Intersection)	1	L.S.	\$ 15,000.00	\$ 15,000.00
115	Furnish & Install Lane Striping, Markings & Goring	1	L.S.	\$ 10,000.00	\$ 10,000.00
116	Furnish & Install Roadway Signage	1	L.S.	\$ 5,000.00	\$ 5,000.00
117	Furnish, Install & Maintain Solid Block Sod	2,000	S.Y.	\$ 6.00	\$ 12,000.00
118	Furnish, Install, Maintain & Remove Erosion Control Devices	1	L.S.	\$ 10,000.00	\$ 10,000.00
119	Furnish Storm Water Pollution Prevention Plan (SW3P)	1	L.S.	\$ 5,000.00	\$ 5,000.00
120	Furnish, Install, Maintain & Remove Traffic Control Devices	1	L.S.	\$ 20,000.00	\$ 20,000.00

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

Project No. _____

Client: City of Lucas

Date: 7-Apr-17

Project: Country Club Road & Estates Parkway
Intersection Improvements

By: JTG

ENGINEER'S OPINION OF PROBABLE COST

Item No.	Description	Quantity	Unit	Price	Amount
	Paving & Drainage Subtotal:				\$ 460,750.00
	Contingencies and Miscellaneous Items	15%			\$ 69,112.50
	Traffic Signal Modification	1	L.S.	\$ 100,000.00	\$ 100,000.00
	Construction Subtotal:				\$ 630,000.00
	Surveying, Engineering, Bidding & Construction Contract Administration	13.1%			\$ 82,700.00
	Materials Testing & Quality Control	2.5%			\$ 15,800.00
	Total Project Budget:				\$ 730,000.00
	Total Project Cost per Linear Foot				\$ 405.56

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

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

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

4.2 Unless otherwise provided in Exhibit “C” the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI

Miscellaneous

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

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has

consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

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

6.10 Insurance.

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

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

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

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

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

Exhibit “A” – Scope of Services

Exhibit “B” – Project Schedule

Exhibit “C” – Compensation Schedule

Exhibit “D” – Information to be provided to professional

Exhibit “E” – Project Location Map

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20____.

City of Lucas, Texas

By: _____
Joni Clarke
City Manager

Approved as to form:

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

EXECUTED this 11th day of September, 2017.

(Professional)


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

Exhibit “A” Scope of Services

COUNTRY CLUB ROAD AND ESTATES PARKWAY INTERSECTION IMPROVEMENTS

General Project Scope:

This project provides for the design of intersection improvements at FM 1378 (Country Club Road) and FM 2170 (Estates Parkway). The improvements will include the addition of left turn lanes to facilitate traffic movements from northbound Country Club Road to westbound Estates Parkway and from eastbound Estates Parkway to northbound Country Club Road. Exhibit “E” contains a project location map. The existing asphalt pavement will be widened to provide for the additional lane and 2-ft shoulders. Traffic signal modification plans will be prepared to set new timber pole and signal head locations.

The existing drainage basins will be analyzed to confirm whether the existing infrastructure provides capacity for the TxDOT 25-year storm event. Drainage improvements are not programed for this project, however modifications to existing drainage infrastructure is anticipated to provide room for the widened roadway section.

Part I: Final Design Phase

- A. Coordinate Dig-Tess to locate utility lines along the project.
- B. Create property base map based on property information obtained through the Central Appraisal District. Property base map will be best fit based on property monument located during field surveys.
- C. Prepare construction plan and profile sheets for the horizontal and vertical layout of the roadway reconstruction including any drainage modifications. Cross sections and driveway profiles will be included in the plans.
- D. Delineate the drainage basins and calculate the TxDOT 25-year storm water flow rates. Analyze existing drainage infrastructure and if found to be under capacity, provide recommendations to the City of improvements required to convey the TxDOT 25-year design storm.
- E. Prepare a removal & relocation plan
- F. Prepare pavement striping & signage plan
- G. Prepare Erosion Control Plan
- H. Prepare Standard & Special Details

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

Part II: Bidding Phase

- A. Assist the City staff in advertising for bids. This will include consultant e-mailing “Notice to Contractors” to contractors experienced in this type of construction. Engineer to provide City with Notice to Contractors to publish in the local newspaper.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Respond to plan holder questions as necessary.
- D. Prepare and issue bidding document addenda as required.
- E. Attend project bid opening.
- F. Provide bid tabulation to City and contractors who submitted bids.
- G. Obtain experience record and references from lowest bidder. Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of construction contract.
- H. Facilitate execution of five (5) sets of the contract documents
- I. Provide City with three (3) copies of the Final Plans on 11-inch x 17-inch plan sheets and three (3) copies of the Proposal, Bid Schedule and Specifications on 8.5-inch x 11-inch sheets.

Part III: Construction Phase

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

Part IV: Additional Services

- A. Design and Construction Surveys
- B. Traffic Signal Modification Design including new timber pole and span wire assemblies, conduit and wiring run data, and signal heads.
- C. Plotting & Reproduction

Part VI: Exclusions

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

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

**Exhibit “B”
Project Schedule**

COUNTRY CLUB ROAD AND ESTATES PARKWAY INTERSECTION IMPROVEMENTS

Complete Field Surveys	4 Weeks after Notice to Proceed
Review 30% Plans with the City	8 Weeks after Notice to Proceed
Submit 60% Plans to the City for Review	14 Weeks after Notice to Proceed
Submit 90% Plans to the City for Review	18 Weeks after Notice to Proceed
Complete Final Plans	22 Weeks after Notice to Proceed

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

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

**Exhibit “C”
Compensation Schedule**

COUNTRY CLUB ROAD AND ESTATES PARKWAY INTERSECTION IMPROVEMENTS

Payment for the Scope of Services described under Exhibit “A” Parts I - IV shall be compensated on an hourly basis following the 2017 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. On this basis, each Part of the Scope of Services is summarized below with the following budget amounts:

Part I: Final Design Phase	\$49,635
Part II: Bidding Phase	\$3,480
Part III: Construction Phase	\$9,255
Part IV: Additional Services	
A. Design & Construction Surveys	\$2,580
B. Traffic Signal Modification Design Plans	\$17,250
C. Plotting & Reproduction	\$500

A maximum fee of **\$82,700** for time, expenses and mileage shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis based on the actual hourly expenditures.

The maximum fee is conditional upon the Professional receiving a written Notice to Proceed from the City no later than December 31, 2017. Should the Professional receive Notice to Proceed at a date later than stipulated, the City hereby agrees that Professional may revise and resubmit the total project budget and re-negotiate the engineering services fee amounts shown.

2017 FEE SCHEDULE

<u>Staff:</u>	<u>Hourly Rate</u>
▪ Project Manager	\$224.00
▪ Design Engineer	\$160.00
▪ Electrical	\$175.00
▪ Engineer-in-Training	\$102.00
▪ AutoCAD III (Sr. Designer)	\$157.00
▪ AutoCAD II	\$128.00
▪ AutoCAD I	\$121.00
▪ Word Processor II (Sr. Processor)	\$121.50
▪ Word Processor I	\$68.00
▪ Survey Crew *	\$155.00
▪ Registered Professional Land Surveyor II	\$242.00
▪ Registered Professional Land Surveyor I	\$152.50
Copies and Expenses	Invoice Cost x 1.15
Mileage	IRS Rate
Modeling Software	\$125.00 /week
▪ (Water, Sewer, AutoTURN)	\$350.00 /month

* Plus Auto Milage

Exhibit “D”
Information to be provided to professional

COUNTRY CLUB ROAD AND ESTATES PARKWAY INTERSECTION IMPROVEMENTS

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

**Exhibit “E”
Project Location Map**

COUNTRY CLUB ROAD AND ESTATES PARKWAY INTERSECTION IMPROVEMENTS





City of Lucas Council Agenda Request September 21, 2017

Item No. 09

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$115,315 for the design of the Blondy Jhune Road Middle and East Sections Project using funds from FY 17-18 account 21-8210-491-129.

Background Information:

During several City Council and other public meetings, the need for Blondy Jhune Road to be engineered and reconstructed from west of the west bridge to Winningkoff Road was determined to be a priority safety improvement for the City of Lucas. A budget of \$2,700,000 was established as part of the \$9,000,000 Certificates of Obligation funded in July 2017. This design project includes intersection improvement at Mary Lee Lane and Winningkoff Road intersections with Blondy Jhune Road.

Attachments/Supporting Documentation:

1. Lakes Engineering engagement letter dated August 16, 2017
2. Lakes Engineering Agreement

Please note the proposed agreement is under legal review and may be revised accordingly.

Budget/Financial Impact:

This project is funded in the FY 17-18 budget in account 21-8210-491-129

Recommendation:

Public Works Director/City Engineer Stanton Foerster recommends proceeding with engagement of Lakes for the design of the Blondy Jhune Road Middle and East Sections.

Motion:

I make a motion to authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$115,315 for the design of the Blondy Jhune Road Middle and East Sections Project using funds from FY 17-18 account 21-8210-491-129.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

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

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

4.2 Unless otherwise provided in Exhibit “C” the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI

Miscellaneous

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: Christopher Meszler
Lakes Engineering, Inc.
1903 Central Drive, Suite 405
Bedford, Texas 76021
Telephone: 817-618-3640

6.10 Insurance.

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

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

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

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

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20____.

City of Lucas, Texas

By: _____
Joni Clarke
City Manager

Approved as to form:

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

EXECUTED this 16 day of August, 2017.

Lakes Engineering, Inc.

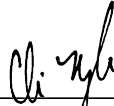
By:  _____
Name: Christopher Meszler, P.E.
Title: Principal

Exhibit “A” Scope of Services

Lakes Engineering, Inc. will provide a Task Work Order with a fee proposal included for review and approval by the City for each project task assignment. The consulting fee will be negotiated based upon the specific scope for each project task and the Compensation Schedule in Exhibit C.

Upon authorization of a Task Work Order, the Professional shall provide a full-service team for engineering design and/or contract documents suitable for bidding purposes. Construction project types may include, but are not limited to the following:

Roadway construction, roadway reconstruction, water infrastructure, wastewater infrastructure, storm sewer, transportation infrastructure, all-purpose trails, parks, lighting, landscaping, infrastructure master plans, engineering studies, project scheduling, and cost estimating.

Construction-phase services are included in the scope for each project type, as appropriate.

**Exhibit “B”
Project Schedule**

A Task Work Order Schedule will be provided with each Task Work Order.

Exhibit “C”
Compensation Schedule

The consulting fee for each Task Work Order will be negotiated based upon the work effort required for the project task assignment and the Compensation Schedule below.

Lakes Engineering Hourly Rate: \$110/hour

Task Work Orders may be authorized as Lump Sum tasks or hourly tasks.

Lump sum tasks to be paid in full upon completion or monthly based on task progress reports.

Hourly tasks to be paid by monthly invoice for time worked.

Exhibit “D”
Information to be provided to Professional

All project documents available including but not limited to approved plans, existing plans, surveys, geotechnical reports, and CAD files.

LAKES ENGINEERING, INC.

September 12, 2017

Stanton Foerster, PE
Public Works Director
City Engineer
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002-7651

Subject: Blondy Jhune Road Widening and Reconstruction Project
RE: Task Work Order No. 1 with Project Schedule

Dear Mr. Foerster:

Please find attached the Task Work Order 1 with sub tasks included. We look forward to meeting with you and reviewing the Task Work Order and kicking off the project. Should you have any questions, please do not hesitate in contacting us.

Sincerely,
LAKES ENGINEERING, INC.



Christopher Meszler, P.E.
Principal

Enc.: Task Work Order 1
TWO 1 Scope

TASK WORK ORDER No. 1

Dated this 1st day of September, 2017

CITY OF LUCAS

BLONDY JHUNE ROAD WIDENING AND RECONSTRUCTION PROJECT

PROFESSIONAL SERVICES

This Task Work Order agreement is made by and between the City of Lucas, Texas (“City”) and Lakes Engineering, Inc., a Professional Engineering Firm (“Consultant”), acting by and through their authorized representatives. Task Work Order No. 1 is pursuant to the Agreement for Professional Services dated September 1, 2017 (“MASTER AGREEMENT”).

PROJECT BACKGROUND

The scope of services includes the design, permitting, assistance with bidding, and post design services for the widening and reconstruction of Blondy Jhune Road from the West Bridge to Winningkoff Road.

The Project objective is to widen and reconstruct Blondy Jhune Road in order to improve the condition, extend the service life and provide a roadway consistent with the City of Lucas street systems standards and neighborhood connector functional classification.

The Consultant will be responsible for submitting a design which minimizes inconvenience to adjacent and surrounding communities during construction. The Consultant services may also include, but not be limited to: utility coordination, environmental mitigation and permitting, and public involvement.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its subconsultants. The CONSULTANT shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review.

The CITY shall only be responsible for the professional quality, technical accuracy, and coordination of all pre-design devices, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-

consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work, the CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the CITY, regulatory agencies and any other government entity having an interest or jurisdiction which may require permits for this project. The Consultant shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- Texas Commission on Environmental Quality (TCEQ)
- CITY's Building Department City Building Permit

SPECIFIC SCOPE OF SERVICES

The Scope of Services and deliverables for each task to be provided by CONSULTANT is listed below and a detailed scope of services for the specific project is included in the attached Scope of Services for the Task Work Order:

TASK 1 – Pre-Design Phase

- The CONSULTANT shall begin the design phase of this project by coordinating with the CITY's project team in order to determine the CITY's goals and needs for this Project.
- The CONSULTANT will review and evaluate the Preliminary Plans made available by the CITY.
- The CONSULTANT shall prepare and submit a project schedule for design. The schedule shall be prepared in Microsoft Project format.
- The CONSULTANT shall provide to the CITY the list of sub consultants which shall be used for this project.
- The CONSULTANT shall attend coordination meetings with the City as needed.
- The CONSULTANT shall provide site visits to observe and evaluate the existing conditions.
- The CONSULTANT shall compile a list of all utility agencies with owned facilities within the project limits.

Deliverables: The following deliverables shall be provided under Task 1:

- One (1) hard copy and one (1) electronic copy of the list of subconsultants, project schedule, and Meeting Minutes (as applicable).

TASK 2 – 60% Design Submission

- The CONSULTANT shall identify key constructability issues.
- The CONSULTANT shall submit the plans and specifications for CITY review. The design drawings shall be submitted in 11" x 17" plan sheets. The CITY shall provide comments to the CONSULTANT within 21 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes to the CITY.
- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for City review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the design if needed to have it within the project budget.
- The CONSULTANT shall conduct a geotechnical investigation at the location of the proposed project. The CONSULTANT shall provide one (1) hard copy and one (1) electronic copy of the report to the CITY's Project Manager. This report shall be signed and sealed by a Professional Engineer registered in the State of Texas and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
- The CONSULTANT shall contact and send preliminary plans to all utility agencies with owned facilities within the project limits.
- The CONSULTANT shall support the CITY with preparation for a public meeting and attend one (1) public meeting.

Deliverables: The following deliverables shall be provided under Task 2

- One (1) original set of the 60% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.
- One (1) hard copy and one (1) electronic copy of the Geotechnical Report.

Task 3 – 90% Design Submission

- The CONSULTANT shall incorporate the review comments from the 60% design submission in the 90% design submission.
- The CONSULTANT shall submit the plans and specifications for CITY review. The design drawings shall be submitted in 11" x 17" plan sheets. The City shall provide comments to the CONSULTANT within 21 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.

- The CONSULTANT shall provide an updated schedule in Microsoft Project as part of this submittal package for City review and approval.
- The CONSULTANT shall prepare a construction cost estimate and make the changes to the designed, if needed, to have it within the project budget.
- The CONSULTANT shall prepare and provide easement legal descriptions and easement survey sketches signed and sealed by a Registered Professional Land Surveyor licensed in Texas as required for parcels within the project limits.
- The CONSULTANT shall incorporate all utility agencies responses into the plans as applicable and support the CITY in preparing any utility relocation agreements.

Deliverables: The following deliverables shall be provided under Task 3

- One (1) original set of the 90% design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of updated project schedule.
- One (1) copy of the construction cost estimate.
- One (1) copy and one (1) electronic copy of each signed and sealed easement package.

Task 4 – Final Design Submission

- The CONSULTANT shall incorporate the review comments from 90% design submission in the Final design submission. The Final design submission shall be complete.
- The CONSULTANT shall submit the Final design for CITY review. The design drawings shall be submitted on 11" x 17" plan sheets. The CITY shall provide comments to the CONSULTANT within 7 days of receiving the submittal.
- The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.
- The CONSULTANT shall prepare a construction cost estimate, and make the changes to the design if needed to have it within the project budget.
- Once all comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final Plans and Specifications, and any other document required for a complete design by the City. Consultant shall provide three (3) original signed and sealed sets of the Final Design Package (11" x 17" plan sheets), together with an electronic copy.

Deliverables: The following deliverables shall be provided under Task 4

- One (1) original set of the Final design package (11" x 17" plan sheets), together with one (1) electronic copy.
- Three (3) original sets, signed and sealed of the Final Plans and specifications Final design package (11" x 17" plan sheets), together with one (1) electronic copy.
- One (1) copy of the meeting minutes.
- One (1) copy of the construction cost estimate.

Task 5 – Permitting

- The CONSULTANT shall obtain all required permits from the CITY, regulatory agencies, and authorities having jurisdiction, for this project.

- The CONSULTANT shall respond to all permit comments from the CITY, regulatory agencies, or authorities having jurisdiction, record and prepare meeting minutes and provide documentation to the CITY.
- The CONSULTANT shall attend permit meetings CITY, regulatory agencies and authorities having jurisdiction, record and prepare meeting minutes, and provide documentation to the CITY.
- The CONSULTANT is responsible for determining which permits are required and which agencies are applicable to the project.
- The CONSULTANT shall submit draft permits for CITY review and submit permit applications to the regulatory agencies, or authorities having jurisdiction. Permitting fees shall be paid by the CITY.

Task 6 – Bidding Services

- The CONSULTANT shall assist the CITY in preparing the bid documents, including incorporating the CITY's front-end documents.
- The CONSULTANT shall attend the pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- The CONSULTANT shall provide supplemental information to prospective bidders as required during the bidding process through the issuance of addenda.
- The CONSULTANT shall review all bids to determine the most responsible and responsive bidder and provide the CITY with a recommendation for award of the construction contract.

Task 7 – Post Design Services – The following scope is based on 10 months of construction/contract time and on total hours specified within.

- The CONSULTANT shall attend, record, and prepare minutes of the pre-construction meeting and submit to the CITY for approval.
- The CONSULTANT shall periodically observe the progress of the construction as requested and authorized by the CITY and submit report of findings to the CITY.
- The CONSULTANT shall attend up to TEN (10) construction progress meetings.
- The CONSULTANT shall review all shop drawings, product data, cut sheets, and submittals within seven (7) business days of receipt of the submittal action to the CITY. Assume 3 shop drawings packages.
- The CONSULTANT shall provide written responses to all RFIs within seven (7) business days to the CITY. Assume 5 RFI's.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments, and provide recommendation of percent of work completed, as well as review test reports, and provide comments and /or recommendations.
- The CONSULTANT shall assist the CITY with the review and technical evaluation of Contractor's request for change orders, and claims, and provide recommendations and cost evaluations to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications. Site visits are estimated at six (6) hours per month for a construction period of 10 months with additional time for report preparation.
- The CONSULTANT shall review, evaluate, and determine the acceptability of substitute materials and equipment's proposed by the Contractor.
- The CONSULTANT shall review as-built drawings provided by the Contractor, and provide revised drawings and plans as necessary to the CITY.

PROJECT ASSUMPTIONS

- CITY shall provide access to site.
- City shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verify accuracy.
- It is the CONSULTANT's responsibility to verify existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1-5 according to the attached schedule beginning upon written Notice to Proceed. Task 6 and 7 schedules shall be determined based on the bid dates, construction award period, and construction schedule.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The CONSULTANT shall submit invoices to the CITY's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

Tasks 1-4	
Design and Plans	\$ 71,500.00
Public Outreach Support	\$ 2,640.00
Utility Coordination	\$ 3,300.00
Geotechnical Field Investigation and Report	\$ 2,700.00
Survey and Easement Documents	\$ 20,700.00
Task 5 – Environmental/Permitting	\$ 6,000.00
Task 6-7 – Bidding Services and Post Design Services	\$ 8,250.00
Reimbursable Expenses	\$
Estimated Permitting Fees (Paid by CITY)	\$225.00
Grand Total	\$ 115,315.00

CITY CONTACTS

Requests for payments should be directed to City of Lucas Public Works Director via e-mail. All other correspondence and submittals should be directed to the attention of the Project Manager, at the address shown below.

Stanton Foerster, P.E.
Public Works Director
City Engineer
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002-7651
(972) 912-1208
Stanton@lucastexas.us

CONSULTANT CONTACTS

Christopher Meszler, P.E.
Lakes Engineering, Inc.
1903 Central Drive, Suite 405
Bedford, Texas 76022
(817) 618-3640
cmeszler@lakeseng.com

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20____.

City of Lucas, Texas

By: _____

Joni Clarke

City Manager

Approved as to form:

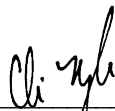
By: _____

Joseph J. Gorfida, Jr., City Attorney

(01-20-15/69878)

EXECUTED this 12 day of September, 2017.

Lakes Engineering, Inc.

By:  _____

Name: Christopher Meszler, P.E.

Title: Principal

SCOPE OF SERVICES

TASK WORK ORDER #1

Blondy Jhune Road Widening and Reconstruction from the west Bridge to Winningkoff Road

Prepared for:



The City of Lucas, Texas

Prepared by:

**LAKES
ENGINEERING, INC.**

Lakes Engineering, Inc.
1903 Central Drive, Suite 405
Bedford, Texas 76021

September 2017

Project:

Blondy Jhune Road Widening and Reconstruction Project

Limits:

Blondy Jhune Road west Bridge to Winningkoff Road

Purpose:

The general objective is for Lakes Engineering, Inc. (Lakes) to review the current Preliminary Plans and progress them to final construction plans. In doing so, Lakes will create a complete set of contract documents, specifications, supporting engineering analysis, calculations and other technical documents in accordance with City of Lucas policies, procedures and requirements.

Project Description:

Blondy Jhune Road will be widened and reconstructed to improve the condition, extend the service life and provide a roadway consistent with the City of Lucas street systems standards and neighborhood connector functional classification. The roadway will consist of two lanes, undivided, with a 24'-28' pavement width comprised of asphalt and/or concrete pavement. The roadway alignment will be improved where possible within the existing right of way or prescriptive rights of way to improve safety and maintain the existing tree canopy. The two bridges along Blondy Jhune Road have been recently replaced; the roadway will be constructed to accommodate the new bridges and avoid impacts. The project will include intersection improvements at Mary Lee Lane and Winningkoff Road. The project will also upgrade all pavement markings and all ground-mounted signs. The open drainage system along the roadway will be maintained or improved. Driveway connections and access will be maintained and improved where impacted by construction. Temporary traffic control will be included in the construction plans; traffic will be maintained by single lane closures and detours where necessary.

Scope:

Roadway Analysis

Pavement Design:

Provide an approved pavement design consistent with the City's street systems standards and neighborhood connector functional classification.

Review and analyze pavement design in Preliminary Plans for adequacy in providing required strength and service life. Modify pavement design as required.

Horizontal and Vertical Alignment:

Design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work.

Review Preliminary Plans geometrics for concurrence with all applicable standards and policies. Make corrections to geometrics as required for compliance and to meet the project objectives.

Traffic Control Analysis:

Design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities.

Review and modify Preliminary Plans detour as required. Provide additional traffic control typical sections and details to limit detour usage.

Roadway Plans

Prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

Utilize Preliminary Plans where possible; review, modify, and augment plan set to create Final Plans.

Key Sheet	(90% Complete)
Summary of Quantities	(0% Complete)
Typical Sections and Details	(80% Complete)
General Notes	(80% Complete)
Plan/Profile	(50% Complete)
Intersection Details	(0% Complete)
Driveway Details	(40% Complete)
Paving Details	(60% Complete)
Cross Sections	(0% Complete)
Temporary Traffic Control Plan	(30% Complete)
Project Network Control	(0% Complete)

Drainage Analysis

Analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, and procedures memorandums. Design a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulations.

Review Preliminary Plans drainage for positive flow and ponding. Analyze culvert alignment and sizing for conveyance; provide calculations.

Drainage Plans

Prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction:

Drainage Map	(60% Complete)
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Scope of Services
Blondy Jhune Road Widening and Reconstruction Project
City of Lucas, Texas

Lateral Culvert Plan/Profile	(30% Complete)
Special Storm Plan/Profile	(30% Complete)
Erosion Control Plan	(15% Complete)

Utilities

Identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the City's construction project are addressed. Review and include all utility information received from utility agencies.

Review any available utility information. Contact UAO's and request additional information. Include all utilities in the plans.

Environmental Permits and Compliance

Preliminary Project Research:

Perform preliminary project research and be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. Review for any existing easements or other restrictions that may exist both within or proposed project boundary. Review available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate. Determine whether the Construction General Permit (CGP) for discharges from construction activities, TXR150000, applies to the Blondy Jhune Road Reconstruction project and, if so, at what level.

Permit Applications:

Complete and submit all required permit applications. Prepare permit sketches, plans and support documentation for the permit package.

Structures – Retaining Walls

Design retaining walls where required to avoid impacts to adjacent structures, roadway features, and trees to preserve the tree canopy and maintain the roadway within the right of way. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction:

Miscellaneous Common Details, Wall Control Plan and Elevation

Structures – Lateral Culverts

Design lateral culvert crossings including the pipe material and depth, headwall and safety treatments.

Signing and Pavement Marking Analysis

Analyze and design Signing and Pavement Markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Signing and Pavement Marking Plans

Scope of Services
Blondy Jhune Road Widening and Reconstruction Project
City of Lucas, Texas

Prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following:

Plan Sheets, Typical Details

Signalization Analysis – N/A

Signalization Plans – N/A

Lighting Analysis – N/A

Lighting Plans – N/A

Landscape Architecture Analysis – N/A

Landscape Architecture Plans – N/A

Survey

Utilize available existing survey. Reorient survey and tie to physical monuments as required for project network control. Survey boring locations from geotechnical investigation for inclusion in the plans. Perform parcel research and provide signed & sealed easement packages including a legal description and map of survey for each easement created for up to six (6) easements.

Photogrammetry and Mapping – N/A

Geotechnical

Geotechnical investigation:

Perform nine (9) soil borings and testing along the project. All laboratory testing and classification will be performed in accordance with applicable ASTM Standards or AASHTO Standards. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material.

Boring Location Plan:

Develop a detailed boring location plan and obtain utility clearance.

Traffic Control:

Provide traffic control for all field investigation activities.

Seasonal High Water Table:

Review the encountered ground water levels and estimate seasonal high ground water levels.

Geotechnical Recommendations:

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: pavement type and design parameters, description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

Scope of Services
Blondy Jhune Road Widening and Reconstruction Project
City of Lucas, Texas

Retaining Walls:

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and soil bearing capacity recommendations.

Project Common and General Tasks

Cost Estimates:

Provide a construction cost estimate at project milestones. Review and update the cost estimate when scope changes occur.

Technical Special Provisions:

Provide Technical Special Provisions for all items of work modified or not covered by TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

Field Reviews:

Visit the project site to obtain necessary data for all elements of the project.

Coordination:

Coordinate with all disciplines of the project to produce a final set of construction documents.

Public Involvement:

Assist the City by attending public meetings and providing supporting documentation for all public meetings as well as presentations to all interested persons, groups, and government organizations information regarding the development of the project.

Other agency meetings:

Meet with other governmental and permitting agencies as required for project coordination and approval.

Post Design Services

Post Design Services include meetings, construction inspection assistance, plans revisions, shop drawing review, optional survey services, and as-built drawings. Review contractor payment requests and make recommendations to the City. Track and record RFI's, delays and contractor work schedules. Includes periodic field inspections during construction.



City of Lucas Council Agenda Request September 21, 2017

Item No. 10

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Authorize the City Manager to enter into a professional services contract with KCI Technology, Inc. in the amount of \$264,910 for the design of the Stinson Road Southern Section Project using funds from FY 17-18 account 21-8210-491-128.

Background Information:

During several City Council and other public meetings, the need for Stinson Road to be engineered and reconstructed from Parker Road to Bristol Park Road was determined to be a priority safety improvement for the City of Lucas. A budget of \$2,267,000 was established as part of the \$9,000,000 Certificates of Obligation funded in July 2017. This design project includes circular intersection improvement at the Highland Drive/Stinson Road intersection.

Attachments/Supporting Documentation:

1. KCI Technology, Inc. engagement letter dated August 8, 2017

Please note the proposed agreement is under legal review and may be revised accordingly.

Budget/Financial Impact:

This project is funded in the FY 17-18 budget in account 21-8210-491-128

Recommendation:

Public Works Director/City Engineer Stanton Foerster recommends proceeding with engagement of KCI for the design of the Stinson Road Southern Section.

Motion:

I make a motion to authorize the City Manager to enter into a professional services contract with KCI Technology, Inc. in the amount of \$264,910 for the design of the Stinson Road Southern Section Project using funds from FY 17-18 account 21-8210-491-128.

PROFESSIONAL SERVICES AGREEMENT LETTER

August 8, 2017

City of Lucas
665 Country Club Road
Lucas, Texas 75002-7651

Attention: Mr. Stanton Foerster
City Engineer

Subject: Stinson Road Paving and Drainage Improvements
East Parker Road to Bristol Creek Road

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (Proposal) to the City of Lucas (Client) for the work (Work) described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

Location: The City of Lucas, Collin County, Texas

Size: One mile (approximately)

Description: Paving and drainage improvements to Stinson Road from East Parker Road (FM 2514) to Bristol Creek Road

SCOPE OF SERVICES:

KCI will perform the professional civil engineering services related to the reconstruction of the existing asphalt pavement of Stinson Road from a 2-lane, undivided section with roadside ditch drainage, to an asphalt or concrete¹, 2-lane, undivided section with roadside ditch drainage and drainage structure improvements.

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work which is described as follows:

1. Review client-furnished record drawings of existing above and below grade facilities within the project area;
2. Obtain and review available record drawings of existing public utilities (water, wastewater and storm drainage);

¹ Based on the findings and recommendations of the geotechnical investigation and the costs associated with the two pavement sections and their respective subgrades.

3. Request underground facilities information from private utility companies (electric, gas, cable, telephone, etc.);
4. Visit the project site;
5. Manage the performance and delivery of a geotechnical investigation for the project;
6. Manage the performance and delivery of a topographic survey for the project;
7. Identify locations along the alignment where additional right-of-way or easement parcels must be acquired to facilitate construction of the improvements;
8. Manage the services of the project surveyor in the preparation of metes and bounds descriptions of land parcels identified in Item 6
9. Perform hydrology and hydraulic analyses of adjacent drainage catchments;
10. Design roadside open-ditch/culvert and cross culvert drainage systems to convey design runoff to receiving water courses;
11. Design roadway alignment and profiles for roadway and roadside ditches;
12. Prepare design cross sections of the existing and proposed roadways to determine cut and fill volumes;
13. Prepare plan-profile drawings for the replacement roadway including left-turn lanes, driveways and transitions to intersecting streets;
14. Upon receipt of prior written approval from Client, prepare a traffic circle intersection design for the Stinson Road and Highland Road intersection;
15. Prepare traffic control intersection plans for the phased construction of the paving and drainage improvements;
16. Prepare storm water pollution prevention plan for each phase of construction;
17. Prepare cover, legend, general construction notes, drainage computation, striping, signing, and detail sheets;
18. Complete Client's editable front end (CSI Divisions 00 and 01, or equivalent) document templates to reflect the specifics of the project for bidding purposes;
19. Prepare civil technical specifications for inclusion in Client's project manual;
20. Prepare engineer's opinion of probable construction cost;
21. Submit 90% design to Client for interim review including 11" x 17" plans, geotechnical report, SWPPP forms, opinion of probable construction cost and technical specifications in pdf format;
22. Incorporate Client comments as appropriate to subsequent submittal;
23. Submit final (for bid) design comprising 11" x 17" plans, 22"x 34" plans, SWPPP forms and engineer's opinion of probable construction cost in pdf format;
24. Participate in the client-led pre-bid conference;
25. Issue information to Client for inclusion in addenda necessitated by bidder's questions or clarifications to the civil Contract Documents;
26. Review bid proposals and prepare and submit to Client a bid-tabulation and recommendation for the lowest responsible bidder;
27. Participate in Client-led pre-construction conference and respond in writing to questions regarding the project's design intent and clarifications of the civil Contract Documents;
28. Review and approve or take action on the Contractor's submittals, shop drawings, samples and product data;

29. Visit the site at appropriate intervals during construction to observe materials and completed work to determine if the project is proceeding in general conformance with the information given in the civil Contract Documents and with the design intent;
30. Review properly prepared timely requests by the Contractor for additional information about the civil Construction Documents, such as Contractor-generated requests for information;
31. Make changes to the drawings and specifications required by change orders as an Additional Service, except to the extent the changes were caused by KCI's errors or omissions;
32. Attend regularly scheduled (typically monthly) construction progress and called meetings to answer questions regarding interpretations of the civil Contract Documents;
33. Participate in establishing the date of substantial completion and attend the substantial completion and final inspections; and
34. Incorporate the changes to the civil Contract Documents as documented during the course of the project by the Contractor to a set of Record Drawings for subsequent use by the Client.

ADDITIONAL WORK

Experience indicates that certain additional items of Work may be required or necessary which KCI cannot presently determine or estimate. For this reason the fee for these items is not included in the provisions which follow in Fees and Payments. Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of Work (Additional Work) are caused by many factors, usually at the discretion of the Client or his construction contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. Additional Work may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Work.

For Client's reference, the following are some of the services that may be required as Additional Work to complete the Work but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Work within the Scope of Services.

- Preparation of Client's front end (CSI Divisions 00 and 01, or equivalent) documents in the absence of Client's editable templates for this purpose.
- Off-site Work required by a County or other governmental agency.
- Subsurface Utility Engineering.
- Utility right-of-way or surveying Work performed outside the boundary of the right-of-way.
- Stakeouts requested for the convenience of the construction contractors.
- Replacement of stakes due to required changes after initial approval of plans by Client and original stakeout or due to missing or disturbed stakes.
- Re-checking of original stakeouts at the request of the Client or Contractor.
- Work revisions on any Scope of Services items that are required because of a change requested by Client after previous approval by it or any approving agencies.
- Retests, re-checking and repeat observations due to contractor errors or need for contractor to repeat Work tasks due to failure to meet initial test requirements.

- Re-checking of graded or paved areas after construction.
- Corrective Work and any re-surveying due to inaccurate or defective deeds, title documents, Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- Certifications not specifically called for in the Scope of Services.
- Re-Work or revisions of Work due to changes in policies or regulations during the progress of the Work.
- Traffic impact studies.
- Environmental assessments
- U.S. Army Corps of Engineers "404 Permit" application and processing.
- All Work performed prior to the date of this agreement.
- The recording of plats and documents, and fees for same, which shall be paid directly by the Client.
- Expert witness testimony.

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this Fees and Payments section do not cover any Additional Work (defined above), or any other services which are not specifically described as part of the Work listed in the Scope of Services above.

KCI's fee for the Work listed in the Scope of Services above will be a lump sum of \$264,910 as presented in the table below. This fee will be invoiced monthly on the basis of percentage of Work performed.

Item	Service	Provider	Fee²
1	Geotechnical Investigation	*STL Engineers	\$27,510
2	Topographic & Right-of-Way Surveys	*Salcedo Group, Inc.	\$28,600
3	Metes and Bounds Descriptions ³	*Salcedo Group, Inc.	\$6,600
4	Civil Engineering Services	KCI	\$191,750
5	Traffic Circle Design Services	KCI	\$9,450
6	Direct Costs	KCI	\$1,000
Total Fees and Direct Costs:			\$264,910

* Indicates subconsultant to KCI

2 Includes KCI's 10% management markup for services provided by subconsultants

3 Fee is on a per-parcel basis and assumes City of Lucas acquisition. Cost shown is for five parcels.

FEES AND PAYMENTS FOR ADDITIONAL WORK

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services and shall be billed and paid on the same fee and payment terms described for the Work above or as mutually agreed upon in writing when the Additional Work is ordered by the Client.

DIRECT EXPENSES AND CHARGES

Based upon available information, KCI estimates fees for Direct Expenses and Charges associated with the performance of the Work stated in the Scope of Services above will be approximately \$1,000.00 (excluding CADD plots). Said fee is included in the fee presented above

SPECIAL PROVISIONS

KCI will submit monthly invoices for the Work and Additional Work rendered and the Direct Expenses and Charges incurred. Client shall make prompt monthly payments in response to KCI's monthly invoices. The Client agrees that timely payment in full of all invoices is a condition precedent to this Agreement.

GENERAL PROVISIONS

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract (Agreement) between KCI and Client.

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant having full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish sufficient credit to warrant proceeding with the Work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no Work will proceed thereafter unless Client provides a retainer which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the Work.

KCI welcomes the opportunity to serve the City of Lucas and looks forward to working with you on this project. The Project Principal assigned to the Work is Michael Perez, P.E. He can be reached at (832) 494-2374.

Very truly yours,



Mehmet Boz, PhD, PE
Sr. Associate, Discipline Manager

Approved:



Dan Simeone, PE
Associate, Sr. Project Manager

pc: Project Principal
 Contract File
 Proposal File

ACCEPTANCE:

City of Lucas, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY:

Mr. Stanton Foerster
City Engineer

Date

KCI TECHNOLOGIES, INC.
GENERAL PROVISIONS
(Ver. July 2017)

The General Provisions set forth herein are incorporated by reference in the Proposal for the performance of certain services described as the "Work" in the Proposal KCI Technologies, Inc., a Delaware corporation ("KCI"), dated 8/8/2017 to The City of Lucas, Texas, ("Client"). These General Provisions shall constitute, along with the Proposal, a final, complete, and binding agreement (the "Agreement") between Client and KCI upon Client's acceptance of the Proposal. To the extent they are inconsistent or contradictory; the express terms of the Proposal take precedence over the General Provisions.

1. ACCEPTANCE OR REJECTION OF PROPOSAL

The Proposal shall be valid for a period of thirty (30) days from the date thereon. Acceptance thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If, upon submission of this proposal to Client, Client fails to return a signed copy to KCI and Client knowingly allows KCI to proceed with work, such services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

2. ADJUSTMENTS TO QUOTATION (COST ESTIMATION)

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the proposal are provided for convenience of the Client and KCI is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the fee proposal, KCI's fees do not include sales tax or other governmental levies. In the event that taxes or other assessments are applied to the fees generated by KCI services, the client agrees that such taxes or assessments shall be added to the fee base quoted herein and shall become due and payable when invoiced by KCI.

3. CONDUCT OF THE WORK

All concept, preliminary and final plans prepared by KCI will be submitted to client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) days of receipt, the plans shall be deemed approved by Client. After the Client's approval, any change shall be deemed Additional Work for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

KCI will make every reasonable effort to provide a survey crew as requested but it cannot guarantee the time within which a survey crew will be available. The size of the survey crew shall be determined by KCI based on the work to be performed. A minimum of four (4) hours shall be charged anytime a survey crew visits a site, all charges being portal to portal.

Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the scope of work. In the event KCI's work includes penetration of the ground, Client agrees that KCI shall not be responsible for any loss or damages claimed to result from said penetration unless direct result of KCI's sole negligence. Client agrees to indemnify and hold KCI harmless from any claim, suit or proceeding for loss or damages to person or property of others relating to said penetration except to the extent said damages are the direct result of KCI's sole negligence.

Client further agrees to indemnify and hold KCI harmless from any loss or damages to KCI personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Subsurface and earth fill data are informational only. KCI does not guarantee such data.

Although KCI will attempt to complete all services in a timely fashion, KCI does not guarantee, expressed or implied, the time when work is completed.

4. RIGHT OF ENTRY; PERMITS

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's services under this Agreement at no cost to KCI unless otherwise defined in the scope of work.

5. DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by KCI pursuant to this agreement, are instruments of service and the property of KCI. Client may make and retain copies, subject to Client's compliance with Section 8, herein, but may only use such documents for the purposes described in the Proposal. Any other use shall be prohibited, and Client shall indemnify and hold harmless KCI for any liabilities, damages, losses, claims, and expenses arising therefrom.

6. RISK ALLOCATION

To the fullest extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Design Professional's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000 or the total compensation received by Design Professional under this Agreement which ever is lesser.

Plans and designs prepared by KCI are predicated on sound engineering assumptions that must be tested and adjusted as conditions warrant during construction. If Client does not retain KCI for the purpose of construction services for the implementation of the Plans or Designs, then Client agrees to assume the risk of improper implementation and to hold KCI harmless from any loss or damage resulting from the failure to retain KCI to oversee the implementation of its plan or design.

Client further agrees that KCI shall not be responsible or liable for the cost of any and all corrective actions allegedly caused by KCI unless KCI is provided a reasonable opportunity to participate in the decision on said corrective work.

7. HAZARDOUS SUBSTANCES/MOLD INDEMNIFICATIONS

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full from the date of said invoice without retainage and payment shall not be contingent upon receipt of funds from third parties. If an invoice remains unpaid for more than thirty (30) days from the date of the invoice, a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts dating from the date of the invoice. Failure to render full payment within thirty (30) days shall be deemed substantial non-

compliance and KCI, at its option may undertake any or all of the following remedies: (1) stop all work, provide Client is given three (3) days prior written notice; (2) withdraw all certifications and plans previously submitted; (3) assert a lien on the property pursuant to applicable law; (4) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (5) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions. Client agrees to indemnify and hold KCI harmless from any fees and expenses incurred by KCI as a result of Client's non-payment, including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys fees.

9. ASSIGNS

Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of KCI.

10. SAFETY RESPONSIBILITY

KCI shall not be responsible for any safety precautions or programs of Client or any of Client's contractors or representatives. KCI shall only be responsible for the safety of its own employees.

11. MEDIATION/ARBITRATION

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to the Agreement or breach thereof shall first be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution Inc., Endispute or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing for arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted for arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a Plaintiff not a party hereto institutes litigation in a Court of competent jurisdiction and said Court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute or other matter. If the demand for arbitration is not within one (1) year the claim, dispute or other matter shall be forever barred. Both mediation and arbitration shall be optional and not mandatory at KCI's sole discretion with regard to the collection of earned fees as set forth in section 8, above.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys fees) incurred by the other party in defense of such claim or action.

12. CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Owner shall have first provided KCI with written certification executed by an independent engineer licensed in the State in which the KCI office submitting this proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an engineer performing professional services under similar circumstances. Such certificate shall be provided to the Engineer thirty

(30) days prior to the presentation of any such claim or the institution of any arbitration or judicial proceeding.

13. TERMINATION

Either party shall have the right to terminate this agreement provided three (3) days written notice is given to the other party. In the event of termination, Client shall be liable for payment to KCI for all work performed, and expenses incurred, up to and including the day of termination.

It is understood and agreed that once the Work is started by KCI, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf and only by giving KCI written notice. Client may exercise the right to terminate only if it has made all payments due and owing to KCI.

It is further understood and agreed that, after a termination of the Agreement has been effected by client or its duly authorized representative in accordance with the notice referred to herein, Client or its duly authorizes representative may, within thirty (30) days of the notice to terminate, order work to resume on the project, provided KCI is given ten (10) days advance notice in writing as to when work shall resume. If Client fails to resume the work as provided herein, KCI shall have no obligation to resume the Work at any time thereafter.

KCI shall not be obligated to resume services under the Agreement until Client has paid all money previously due and owing by Client and a restart fee equal to ten percent (10%) of the balance remaining to be paid under the Agreement. KCI reserves the right to increase this restart fee if necessary to cover the additional expenses generated by starting the Work back up after it has been stopped.

14. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit KCI's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to KCI in addition to any liability which Client may have.

15. NON-ALTERATION TO TERMS - WAIVER OF RIGHT

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client. Only an officer of KCI has authority to waive any matter or to amend the Agreement between KCI and Client.

The failure of KCI to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

If any term or part thereof is held to be invalid by a Court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of this Agreement shall continue in full force and effect and be binding upon the Parties.

16. THIRD PARTY BENEFICIARY

The Owner and KCI agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or KCI to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

17. ENTIRE AGREEMENT

These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and insure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.

18. CONTROLLING LAW

This Agreement is to be governed by State of Maryland law.

Client Signature _____

Dated _____



PROPOSAL

Salcedo Group, Inc.

DATE: AUGUST 8, 2017

110 SW 2nd Street, Grand Prairie, Texas 75050
Phone 214.412.3122 Fax 214.412.3089
Texas P.E. F-5482
Texas TBPLS Firm License 10070800
www.salcedogroupinc.com

Dan Simeone, P.E.

Associate | Senior Project Manager

KCI TECHNOLOGIES INC.

801 Travis St., Suite 2000, Houston, Texas 77002

Dan.Simeone@KCI.com

d: 713.747.9384 | m: 832.605.7513

Re: Stinson Road – Roadway Reconstruction Surveying

Dear Mr. Simeone:

Salcedo Group, Inc. (SGI) appreciates the opportunity to submit this proposal to **KCI Technologies** for professional surveying services for the referenced site. We have prepared this proposal based upon conversations with you. Our understanding is the project site generally consists of approximately one mile of roadway reconstruction from E. Parker Road (FM 2514) to just south of Muddy Creek at Bristol Creek Road.



Figure 1 Scoping Site Plan

Surveying_Proposal_08_08_17.Docx

Based on this information, we believe the following scope of services to be necessary to successfully complete the project.

I. BASIC SCOPE OF SERVICES

A. Design Surveying

- A topographic design survey will consist of 3d on-the-ground surveying, of planimetric features such as: pavement (including material type), fences, power poles, trees, breaklines, above-ground utility appurtenances, building corners, spot elevations. Roadway Cross-Sections will be taken at 50' stations. Spot Elevations will be taken on 50' grids.
- Limits of Surveying will consist of a 100' swath, centered on the existing Stinson Road Centerline, from E. Parker Road (FM 2514) to just south of Muddy Creek at Bristol Road.
- 1' interval contours will be produced from the topographic design survey.
- Right-of-Way Map of project corridor will be prepared and sealed by a RPLS registered in the State of Texas.
- Final deliverable will consist of 3d CAD files.

B. Right-of-Way Acquisition Parcels, or Easements by Separate Instrument

- Right-of-Way Acquisition Parcels, or easements by separate instruments will be prepared by a RPLS registered in the State of Texas.
- Parcels will be prepared on an as-needed basis, and fee will be per parcel.
- Deliverable will consist of Legal Description and Survey Exhibit sealed by a RPLS in the State of Texas.
- Granting language for dedication or easements are not included in this scope of work.

II. COMPENSATION

Salcedo Group proposes to provide the Basic Scope of Services as described above on a lump sum basis:

- | | | |
|----|--|---------------------|
| A. | Design Surveying | \$26,000 |
| B. | Right-of-Way Acquisition Parcels (per parcel) | \$1,200 Each |

III. REIMBURSABLE EXPENSES

In-house reproduction and printing will be billed as a direct expense at our standard rates. Reimbursable expenses consisting of outside reproduction and printing charges, delivery and courier service charges, mileage and postage will be billed as a direct expense at cost plus twenty (20%) percent. Plan submittal and review fees, permit, filing and other agency fees shall be paid directly by **KCI Technologies**.

IV. ASSUMPTIONS

In preparing this proposal, we have made the following assumptions:

- SGI will have access to the project site. KCI Technologies or the City of Lucas will coordinate with private property owners to gain access to site as needed, throughout the project duration.

V. SPECIAL SERVICES

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional or special services that we are not currently aware of that are required or that **KCI Technologies** may desire that we provide. These services may add time and cost to the ultimate schedule and budget for the project. Should such a situation occur, a separate proposal will be submitted to **KCI Technologies** for approval prior to our beginning these services. The following is a partial list of services not considered to be a part of the Basic Scope of Services outlined in this proposal, but are services that can be provided if requested.

- Construction Administration.
- Civil Engineering Design.
- Construction staking.

This proposal along with Attachment “A” (General Terms and Conditions) and Attachment “B” (Hourly Rates) comprise the entirety of this agreement. We will bill monthly based on work performed and at final completion. **All payments are due upon receipt of the invoice.** Past-due amounts are subject to a late fee at an annual interest rate of prime plus 2% on unpaid amounts. Invoices that are more than 60 days past due will result in work on this project being stopped. Work will recommence when all invoices are paid in full.

Surveying_Proposal_08_08_17.Docx

Salcedo Group appreciates the opportunity to provide you with this proposal for civil engineering services are very excited regarding the possibility of working with you. Please review the Proposal and the attached General Terms and Conditions. If you are in agreement, please sign both copies of the Agreement and return one to this office for our records. Receipt of the signed copy will serve as our notice to proceed.

Once again, thank you for this opportunity. Please do not hesitate to call if you have any questions or if we may provide additional information.

Sincerely,
Salcedo Group, Inc.

KCI Technologies

Signature

Printed Name/Title

Date

Billing Address

City/State/Zip

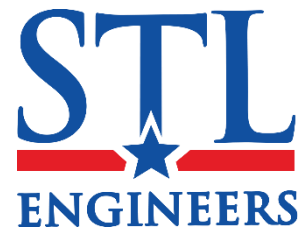
Billing Contact

Phone/Fax

August 07, 2017

Mr. Dan Simeone, P.E.
KCI Technologies Inc.
801 Travis St., Suite 2000
Houston, Texas 77002

Email: Dan.Simeone@kci.com



**PROPOSAL No. 17-2147 Rev 1
GEOTECHNICAL INVESTIGATION FOR
STINSON ROAD PROJECT
LUCAS, TEXAS**

Dear Mr. Simeone:

Southwestern Testing Laboratories, L.L.C., dba STL Engineers & Laboratories (STL) is pleased to offer this proposal to perform a geotechnical investigation for the referenced project. We prepared this proposal based on information provided through email received on March 14, 2017.

It is our understanding that the project will consist of a reconstruction of 12 feet wide two lanes (asphalt pavement) on a stretch of a mile-long road at Stinson Road at Lucas Texas.

FIELD INVESTIGATION

We propose to evaluate subsurface conditions by drilling twenty (20) borings to 10 feet deep in proposed pavement area.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings and non-settling granular materials.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations and percent passing #200 sieve.

ENGINEERING SERVICES

The engineering report will be prepared by senior registered engineers and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide three copies of the report. The report will address each of the following:

1. Description of site terrain and geology.
2. Description of exploration and sampling methods.
3. Boring locations plan will be prepared.
4. Soil boring logs of each test hole including:
 - a. Approximate surface elevation.
 - b. Elevation, thickness, description and classification of each soil stratum.
 - c. Location and type of soil samples.
 - d. Laboratory and field results at appropriate depth.
 - e. Apparent location of water table, if encountered.
 - f. Location of obstructions.
5. Soil identification and classification in accordance with the Unified Soil Classification System (ASTM D 2487).
6. Results of laboratory tests and procedures, appropriate to site conditions, as follows:
 - a. Classification of potential volumetric swell and shrinkage characteristic of cohesive soils by means of Atterberg Limit Test (ASTM D 4318).
 - b. Water content (ASTM D 2216).
 - c. Particle size analysis of soils (ASTM D 422).
 - d. Pocket penetrometer.
7. Recommendations for geotechnical design considering soil parameters associated with the site conditions:
 - a) Recommendations for potential vertical movements (PVR) calculations using Tex124E method.
 - b) Recommendations for pavement design for both asphalt and concrete pavements.
 - c) Earthwork recommendations, including material and compaction requirements; and
 - d) Construction considerations related to soil and groundwater conditions at the borings.

COST OF SERVICES

Based on the scope of services described above, with a not-to-exceed total of **\$25,010.00**. An itemized invoice will be sent to you monthly, and at project completion.

PROJECT SCHEDULE

We plan to initiate these studies within 10 working days after receipt of notice-to-proceed and anticipate that approximately one working day will be required to complete the field investigation (weather conditions permitting).

You will receive the report approximately four to five weeks following receipt of signed authorization to proceed. Preliminary recommendations will be submitted at the completion of the laboratory testing. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

It is our understanding that coordination with the site access, utility and the safety precautions will be STL responsibility. Time should be allowed for our field coordinator to get clearance before general notice-to-proceed.

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the proposed work scope. We look forward to working with you on the project.

Respectfully submitted,
STL Engineers

A handwritten signature in blue ink that reads "Ahan" with a horizontal line underneath.

Muhammad Awais Khan P.E.
Staff Geotechnical Engineer
Firm # 8133

Attachment: Terms and Conditions and Fee Estimate

PROPOSAL ACCEPTED BY:

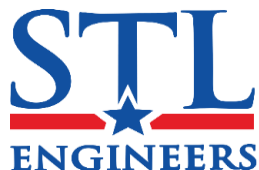
Signature

Date

Printed Name

Company

Title



Stinson Road Project Project Name
 17-2147 Rev 1 Proposal Number
 Lucas, Texas Location
 KCI Technologies Inc. Client
 7-Aug-17 Proposal Date

Item	Est. Number of Units	Unit Fee	Total
Personnel Charges:			
Senior Geotechnical Engineer	4 hr	\$ 210 /hr.	\$ 840.00
Geotechnical Engineer, per hour	44 hr	\$ 160 /hr.	\$ 7,040.00
Geotechnical Technician	20 hr	\$ 70 /hr.	\$ 1,400.00
Engineering and Support Staff Subtotal			\$ 9,280.00
Field Investigation (Other Direct Costs):			
Drill Rig Mobilization, per trip	3	\$ 375.00	\$ 1,125.00
Drilling and Sampling Soil, per ft	200 ft	\$ 12.00	\$ 2,400.00
Pavement Patches (Asphalt)	20 ft	\$ 20.00	\$ 400.00
Plugging soil borings with cuttings	1	\$ 180.00	\$ 180.00
Utility on cal (DigTess), per hour	2	\$ 160.00	\$ 320.00
Geo Traffic Control Personnel per day	2	\$ 450.00	\$ 900.00
Geo. Traffic control setup and take down per hour	4	\$ 180.00	\$ 720.00
Geo. Traffic control signage	2	\$ 450.00	\$ 900.00
Geo. Bulk Sample Collection per hour	4	\$ 200.00	\$ 800.00
Geo. Sample Boxes	10	\$ 18.00	\$ 180.00
Standby time associated with access	4	\$ 160.00	\$ 640.00
Field Subtotal			\$ 8,565.00
Laboratory Studies (Other Direct Costs):			
Moisture Content in Soil, each	100	\$ 10.00	\$ 1,000.00
Atterberg Limit of Soils, each	30	\$ 60.00	\$ 1,800.00
Percent Passing #200 Sieve, each	10	\$ 50.00	\$ 500.00
Free Swell Test, each	10	\$ 70.00	\$ 700.00
Compressive Strength	10	\$ 50.00	\$ 500.00
Soluble Sulfate Determination	12	\$ 70.00	\$ 840.00
Lime Series-pH Method, raw soil & 4 lime contents, each	4	\$ 150.00	\$ 600.00
Pocket Penetrometer test, each	100	\$ 5.00	\$ 500.00
Dry Density Test, each	12	\$ 60.00	\$ 720.00
Laboratory Subtotal			\$ 7,160.00
TOTAL ESTIMATED COST			\$ 25,010.00



City of Lucas Council Agenda Request September 21, 2017

Item No. 11

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Discuss the opportunity 1) to add a fourth approach from 995 W. Lucas Road to the Country Club Road/W. Lucas Road intersection; 2) make improvements to the northwest corner of the same intersection; and 3) provide the City Manager with direction on the same.

Background Information:

The Texas Department of Transportation (TxDOT) is planning to update the traffic signal at this intersection next summer. Public Works Director/City Engineer Stanton Foerster met with TxDOT to discuss two main items: 1) improvements to the city property on the northwest corner to eliminate the W. Lucas Road ditch and the need for guardrail and 2) a fourth leg/new driveway on the south side of the intersection to improve access to the commercial businesses at 995 (Willard property) and 1005 (Craig's Car Care) W. Lucas Road. TxDOT is requiring the city to let TxDOT know about the fourth leg by the end of October 2017. Any improvements made to this intersection by the city will be funded using excess RTR funds.

Attachments/Supporting Documentation:

1. TxDOT Traffic Signal Schematic

Budget/Financial Impact:

This project could possibly be funded using the RTR funds in accounts 21-8210-301 and 302 depending on the scope of the work.

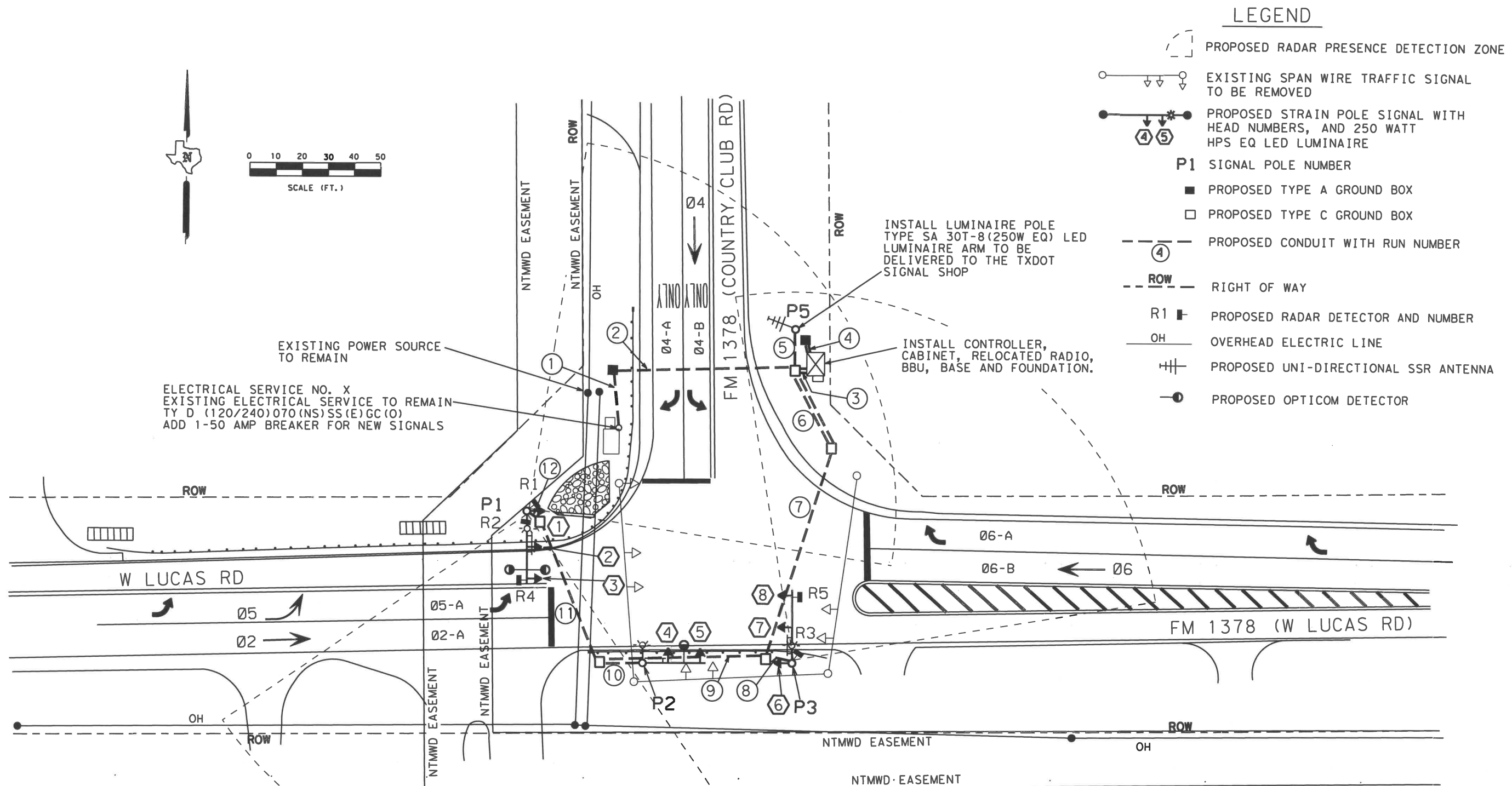
Recommendation:

Public Works Director/City Engineer Stanton Foerster recommends adding the fourth leg to the intersection and making improvements to the northwest corner.

Motion:

I make a motion to...

FILE: U:\FM 1378 at w Lucas Rd in Lucas 1392-01-043\Lucas Rd signal layout.dgn



NOTES:

AIM SSR ANTENNA NORTH 57°WEST. MASTER RADIO IS LOCATED AT THE MCGARRITY LN WATER TOWER.

RELOCATE EXISTING OPTICOM UNITS. NEW CABLE FOR OPTICOM UNITS SUPPLIED BY THE CITY OF LUCAS.

PRELIMINARY

FOR INTERIM REVIEW ONLY

NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

Engineer: LISA D. LAWSON

P.E. No. 65131 Date 9/7/2017



TRAFFIC SIGNAL LAYOUT
FM 1378 (COUNTRY CLUB RD)
AT FM 1378 (W LUCAS RD)

SCALE: 1" = 40'

SHEET 1 OF 3

DESIGN	FED. RD. DIV. NO.	STATE PROJECT NO.		HIGHWAY NO.
LDL	6	(SEE TITLE SHEET)		US 377, ETC
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LDL	TEXAS	18	DENTON, ETC	
CHECK	CONTROL	SECTION	JOB	
CMC				
APM	0081	03	061, ETC	

DATE: 4-2-84
RESOLUTION NO. 9842
BW2 NO. 72A

A RESOLUTION OF THE CITY OF LUCAS AUTHORIZING THE MAYOR OF THE CITY OF LUCAS TO EXECUTE AN AGREEMENT ADJUSTING THE ULTIMATE CITY LIMIT BOUNDARY LINES BETWEEN THE CITY OF LUCAS AND THE CITY OF ALLEN. BEGINNING AT THE SOUTHWEST CORNER OF 131.772 ACRE TRACT OWNED BY JACK CARTER (982/273), SOUTHERLY DIRECTION ALONG THE EAST R.O.W. LINE OF THE EXISTING AND FUTURE FM 1378 TO THE INTERSECTION OF ROCK RIDGE ROAD. SOUTHERLY DIRECTION ALONG THE EAST R.O.W. OF THE EXISTING AND FUTURE ROCK RIDGE ROAD TO ITS INTERSECTION WITH FM 2170, WESTERLY DIRECTION ALONG THE SOUTH R.O.W. LINE OF THE EXISTING AND FUTURE FM 2170 TO INTERSECTION OF FM 2551. SOUTHERLY DIRECTION ALONG THE EAST R.O.W. LINE OF THE EXISTING AND FUTURE FM 2551 TO THE INTERSECTION OF BANDY LN.

DATE: 4-4-77
RESOLUTION NO. CAN'T READ
VOL. 1045, PG. 775
BW2 NO. 29A

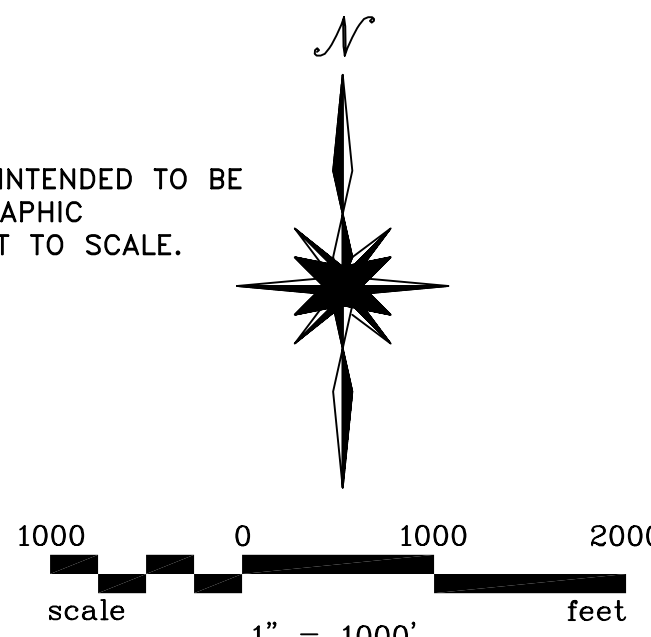
A JOINT RESOLUTION BETWEEN THE CITIES OF FAIRVIEW AND LUCAS. FROM C.L. OF FM 1378 @ S.W. CORNER OF J. CARTER 106 ACRE TRACT, ALONG SOUTH LINE OF CARTER TRACT CROSSING CARL J. THOMPSEN, W.M. BENTON, H. ROBERTSON AND RAY GANT LAND 14,300 FEET.

DATE: 8-7-07
RESOLUTION NO. R-2007-08-00299
BW2 NO. 206A

A JOINT RESOLUTION BETWEEN THE TOWN OF FAIRVIEW AND THE CITY OF LUCAS. THE CITY OF LUCAS AGREES TO DISANNEK TWO TRACTS EAST OF C.R. 317 (ORR RD.) WHICH ARE DESCRIBED AS BEING WITHIN THE TOWN OF FAIRVIEW'S ETJ BY JOINT RESOLUTION BETWEEN THE TWO MUNICIPALITIES EXECUTED IN MARCH AND APRIL, 1977.

NOTE:

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



LEGEND:

- EVIDENCE OF ANNEXATION
- NO EVIDENCE OF ANNEXATION
- DEVELOPERS AGREEMENT
- L & E LESS AND EXCEPT AREA PER DOCUMENT RECORDED

DATE: 1-11-93
NEW ORDINANCE NO. 1993-01-00288
OLD ORDINANCE NO. 93-01-11
C.C. FILE NO. 93-0016952 D.R.C.C.T.
BW2 NO. 110A

AN ORDINANCE OF THE CITY OF LUCAS PROVIDING FOR THE RELEASE OF CERTAIN EXTRATERRITORIAL JURISDICTION TO THE CITY OF PARKER. THE CITY OF LUCAS RELEASES ITS ETJ TO ANY LAND OR TERRITORY SOUTH OF THE R.O.W. OF WEST LUCAS RD. AND WEST OF THE ANN S. HURT SURVEY, ABST. NO. 428.

DATE: 11-11-74
ORDINANCE NO. 9742
VOL. 978, PG. 106, D.R.C.C.T.
BW2 NO. 24B

AN ORDINANCE OF THE CITY OF LUCAS ESTABLISHING THE COMMON ETJ BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER NORTH OF PARKER R.O.W. OF BANDY LANE.

DATE: 4-21-98
NEW ORDINANCE NO. 1998-04-00372
OLD ORDINANCE NO. 98-04-01
VOL. 4190, PG. 50, D.R.C.C.T.
BW2 NO. 154

AMENDING ORDINANCE 9742 (11-11-74). REPEALING ORDINANCE NO. 98-01-05 (1-5-98), AND ESTABLISHING A REVISED COMMON EXTRA TERRITORIAL JURISDICTION BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER NORTH OF PARKER ROAD. BOUNDARY'S NOTED.

DATE: 11-11-74
ORDINANCE NO. 9742
VOL. 978, PG. 106, D.R.C.C.T.
BW2 NO. 24B

AN ORDINANCE OF THE CITY OF LUCAS ESTABLISHING THE COMMON ETJ BOUNDARY LINE BETWEEN THE CITY OF LUCAS AND THE CITY OF PARKER ALONG THE SOUTH R.O.W. OF PARKER ROAD.

DATE: 9-12-88
NEW ORDINANCE NO. 1988-09-00231
OLD ORDINANCE NO. 88-09-12
VOL. 2931, PG. 760, D.R.C.C.T.
BW2 NO. 98

AN ORDINANCE OF THE CITY OF LUCAS PROVIDING FOR THE DISANNEKING OR DISCONTINUANCE OF CERTAIN TERRITORY WITHIN THE CITY OF LUCAS IN ACCORDANCE WITH THE JOINT RESOLUTION BETWEEN CITIES OF LUCAS AND WYLIE DATED APRIL 7, 1988. THE CITY OF LUCAS AGREES TO DISANNEK ALL OF THE TERRITORY WITHIN THE CITY OF LUCAS THAT LIES SOUTH OF THE CENTERLINE OF FM 2514 (PARKER ROAD).

DATE: 2-17-98
NEW ORDINANCE NO. 1998-02-00371
OLD ORDINANCE NO. 98-02-05
VOL. 4103, PG. 694, D.R.C.C.T.
BW2 NO. 153

AN ORDINANCE OF THE TOWN OF LUCAS PROVIDING FOR THE DISANNEKING OR DISCONTINUANCE OF CERTAIN TERRITORY SOUTH OF AZTEC LANE AND EAST OF FM 1378. THE CITY OF LUCAS ENTERED AN AGREEMENT WITH THE TOWN OF ST. PAUL SUCH THAT THE TERRITORY SOUTH OF AZTEC LANE AND EAST OF FM 1378 WAS INTENDED TO BE IN THE EXTRATERRITORIAL JURISDICTION OF ST. PAUL IN ACCORDANCE WITH SAID AGREEMENT THE CITY DISANNEK SAID TERRITORY BY ORDINANCE NO. 88-09-12. LUCAS CONFIRMS THAT C.R. 503 (AZTEC LN.) IS THE SOUTH BOUNDARY OF LUCAS AND ANY TERRITORY SOUTH OF SAID C.R. AND EAST OF FM. 1378 BE IN THE EXCLUSIVE ETJ OF ST. PAUL.

DATE: 9-8-87
ORDINANCE NO. 87-47
BW2 NO. 92A

AN ORDINANCE OF THE CITY OF WYLIE PROVIDING THAT THE CITY OF WYLIE RELINQUISHES ANY AND ALL EXTRATERRITORIAL JURISDICTION IT MAY HAVE IN AND TO THE DESCRIBED LAND SO THAT SAID LAND MAY BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF LUCAS, SUBJECT TO BEING ANNEXED BY THE CITY OF LUCAS.

PARALLEL TO AND 600' SOUTH OF N.W. CORNER OF ABST. 303

NORTHERLY PARALLEL TO & 3200' EAST OF THE WEST LINE OF ABST. 303 TO A POINT THAT INTERSECTS THE EASTERLY EXTENSION OF THE FAIRVIEW-LUCAS BOUNDARY AGREEMENT AS DESCRIBED IN VOL. 1045, PG. 775 (29A)

NORTHERLY ALONG EAST LINE OF ABST. 799

SOUTH LINE OF ABST. 799

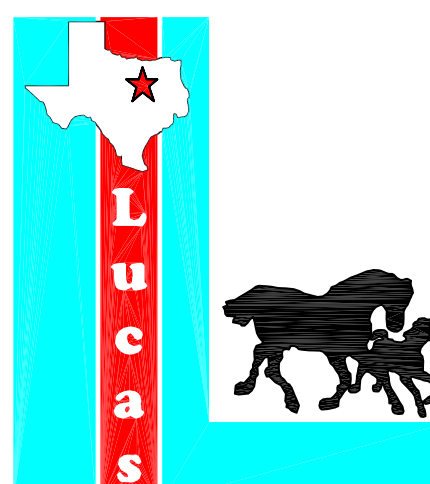
PROJECTION OF EAST LINE OF AZTEC TRAIL

EAST OF FM 1378

SOUTH OF AZTEC TRAIL

AZTEC LN.

MARCH, 2017





City of Lucas

City Council Agenda Request

September 21, 2017

Item No. 12

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider annexation of all remaining lots located outside the city limits of Lucas in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions.

Background Information:

The subdivisions known as Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates are encapsulated within the city limits of Lucas. These developments still have lots that have not been annexed:

<u>Development</u>	<u>Number of Lots Remaining Outside of City Limits</u>
Claremont	23
Cimarron	25
Edgewood	50

The City of Lucas provides city services to these lots located outside the city limits but in the City's extraterritorial jurisdiction (ETJ) consisting of law enforcement, fire suppression, emergency medical, water and building-related services including code enforcement.

Attachments/Supporting Documentation:

1. City Boundary map
2. Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivision lot information

Budget/Financial Impact:

The potential revenue impacts includes an increase in property tax of approximately \$220,000 and a loss in water revenue of approximately \$68,000.

Recommendation:

Staff recommends moving forward with the annexation of Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates.

Motion:

I make a motion to approve/deny authorizing staff to proceed with the annexation of the lots located outside of the city limits in Claremont Springs Estates Phase 1, Edgewood Estates, and Cimarron Estates subdivisions.

	# of lots out of city	Total assessed Value	Total taxes based on assessed value	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
Claremont	23	\$14,042,592.00	\$51,414.54	\$43,760.07	\$29,173.38	\$14,586.69
Cimarron	25	\$16,653,848.00	\$53,402.40	\$55,816.20	\$37,210.80	\$18,605.40
Edgewood	50	\$35,490,508.00	\$113,804.22	\$123,618.18	\$82,633.74	\$40,984.44
	98	\$66,186,948.00	\$218,621.16	\$223,194.45	\$149,017.92	\$74,176.53

Address	2016 Assessed Value	Property Tax Amt	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
905 Amblerwood	595,665	\$1,910.07	\$ 1,760.57	\$1,173.71	\$586.86
909 Amblerwood	549,010	\$1,760.46	\$ 2,652.57	\$1,768.38	\$884.19
901 Amblerwood	531,859	\$1,705.46	\$ 2,119.85	\$1,413.23	\$706.62
811 Amblerwood	614,962	\$1,971.94	\$ 1,061.15	\$707.43	\$353.72
807 Amblerwood	700,423	\$2,626.59	\$ 3,296.22	\$2,197.48	\$1,098.74
806 Amblerwood	701,919	\$2,632.20	\$ 2,359.47	\$1,572.98	\$786.49
802 Amblerwood	in city				
803 Amblerwood	in city				
810 Amblerwood	630,439	\$2,364.15	\$ 1,657.52	\$1,105.01	\$552.51
1818 Desoto Court	645,116	\$2,419.19	\$ 1,585.53	\$1,057.02	\$528.51
1814 Desoto Court	668,449	\$2,506.68	\$ 1,764.27	\$1,176.18	\$588.09
1813 Desoto Court	531,695	\$1,993.86	\$ 2,343.28	\$1,562.19	\$781.09
1809 DeSoto Court	in city		\$ -	\$0.00	\$0.00
1805 Desoto Court	in city		\$ -	\$0.00	\$0.00
1804 Desoto Court	539,686	\$2,023.82	\$ 1,354.30	\$902.87	\$451.43
1800 Desoto Court	583,797	\$2,189.24	\$ 1,289.17	\$859.45	\$429.72
1801 Desoto Court	661,360	\$2,480.10	\$ 1,245.20	\$830.13	\$415.07
1810 Marchmont	511,003	\$1,916.26	\$ 2,423.45	\$1,615.63	\$807.82
709 Webb Lane	511,546	\$1,918.30	\$ 2,280.05	\$1,520.03	\$760.02
705 Webb Lane	643,813	\$2,414.30	\$ 1,256.73	\$837.82	\$418.91
1823 Marchmont	643,858	\$2,414.47	\$ 1,180.13	\$786.75	\$393.38
1819 Marchmont	676,535	\$2,537.01	\$ 1,452.51	\$968.34	\$484.17
1815 Marchmont	671,441	\$2,517.90	\$ 2,392.32	\$1,594.88	\$797.44
1811 Marchmont	628,596	\$2,357.24	\$ 1,895.03	\$1,263.35	\$631.68
1807 Marchmont	711,352	\$2,667.57	\$ 3,479.51	\$2,319.67	\$1,159.84
1806 Marchmont	in city		\$ -	\$0.00	\$0.00
1803 Marchmont	620,093	\$2,325.35	\$ 1,533.34	\$1,022.23	\$511.11
1802 Marchmont	469,975	\$1,762.41	\$ 1,377.90	\$918.60	\$459.30

Total taxes based on assessed

Total assessed Value

of lots out of city

23

\$14,042,592.00

\$51,414.54

\$43,760.07

\$29,173.38

\$14,586.69

Address	2016 Assessed Value	Property Tax Amt	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
430 Spurgin	521,954	\$1,673.70	\$ 4,414.63	\$2,943.09	\$1,471.54
424 Spurgin	706,702	\$2,266.12	\$ 1,714.40	\$1,142.93	\$571.47
418 Spurgin	596,829	\$1,913.80	\$ 1,884.29	\$1,256.19	\$628.10
412 Spurgin	607,581	\$1,948.28	\$ 1,139.29	\$759.53	\$379.76
406 Spurgin	668,875	\$2,144.82	\$ 2,754.91	\$1,836.61	\$918.30
400 Spurgin	724,760	\$2,324.02	\$ 2,706.74	\$1,804.49	\$902.25
801 Rutledge	625,123	\$2,004.53	\$ 1,231.70	\$821.13	\$410.57
806 Rutledge	565,498	\$1,813.33	\$ 1,560.76	\$1,040.51	\$520.25
807 Rutledge	567,009	\$1,818.18	\$ 2,326.58	\$1,551.05	\$775.53
812 Rutledge	587,062	\$1,882.48	\$ 2,942.58	\$1,961.72	\$980.86
813 Rutledge	634,698	\$2,035.23	\$ 1,029.94	\$686.63	\$343.31
313 Strain	in city		\$ -	\$0.00	\$0.00
309 Strain	in city		\$ -	\$0.00	\$0.00
303 Strain	in city		\$ -	\$0.00	\$0.00
215 Strain	in city		\$ -	\$0.00	\$0.00
211 Strain	in city		\$ -	\$0.00	\$0.00
206 Strain	in city		\$ -	\$0.00	\$0.00
205 Strain	in city		\$ -	\$0.00	\$0.00
200 Strain	in city		\$ -	\$0.00	\$0.00
816 Stratton Mill	705,153	\$2,261.15	\$ 1,845.37	\$1,230.25	\$615.12
817 Stratton Mill	760,018	\$2,437.08	\$ 2,372.40	\$1,581.60	\$790.80
811 Stratton Mill	705,410	\$2,261.97	\$ 1,300.10	\$866.73	\$433.37
810 Stratton Mill	699,091	\$2,241.71	\$ 2,335.22	\$1,556.81	\$778.41
805 Stratton Mill	638,553	\$2,047.59	\$ 1,753.44	\$1,168.96	\$584.48
804 Stratton Mill	631,193	\$2,023.99	\$ 1,361.78	\$907.85	\$453.93
803 Stratton Mill	710,514	\$2,278.34	\$ 4,035.74	\$2,690.49	\$1,345.25
814 Red Store	723,582	\$2,320.25	\$ 1,215.32	\$810.21	\$405.11
808 Red Store	784,844	\$2,516.69	\$ 3,243.38	\$2,162.25	\$1,081.13
815 Red Store	703,725	\$2,256.57	\$ 2,559.09	\$1,706.06	\$853.03
802 Red Store	766,919	\$2,459.21	\$ 1,753.34	\$1,168.89	\$584.45
811 Red Store	581,356	\$1,864.18	\$ 3,414.40	\$2,276.27	\$1,138.13
800 Red Store	693,158	\$2,222.69	\$ 1,046.90	\$697.93	\$348.97
803 Red Store	744,241	\$2,386.49	\$ 3,873.90	\$2,582.60	\$1,291.30

Total taxes based on assessed

Total Assessed Value	Value
\$16,653,848.00	\$53,402.40

Edgewood

Address	2016 Assessed Value	Property Tax Amt	Total Water Bill 6/15/15 thru 6/15/16	In City Rate	ETJ surcharge
610 Connell	630,755	\$2,022.59	\$ 1,451.16	\$967.44	\$483.72
616 Connell	805,566	\$2,583.14	\$ 3,613.98	\$2,409.32	\$1,204.66
607 Connell	683,908	\$2,193.03	\$ 3,970.45	\$2,646.97	\$1,323.48
611 Connell	776,790	\$2,490.86	\$ 3,305.26	\$2,203.51	\$1,101.75
508 Hart	767,952	\$2,462.52	\$ 1,808.46	\$1,205.64	\$602.82
502 Hart	844,361	\$2,707.54	\$ 1,754.84	\$1,169.89	\$584.95
505 Hart	HOA	\$0.00	\$ 2,250.12	\$1,500.08	\$750.04
421 Hunt	763,099	\$2,446.96	\$ 2,435.38	\$1,623.59	\$811.79
415 Hunt	755,000	\$2,420.99	\$ 2,046.21	\$1,364.14	\$682.07
409 Hunt	655,664	\$2,102.46	\$ 1,281.81	\$854.54	\$427.27
403 Hunt	696,037	\$2,231.92	\$ 2,346.25	\$1,564.17	\$782.08
600 Pool	576,218	\$1,847.71	\$ 3,048.06	\$2,032.04	\$1,016.02
605 Pool	689,223	\$2,210.07	\$ 3,038.55	\$2,025.70	\$1,012.85
606 Pool	746,879	\$2,394.95	\$ 1,004.89	\$669.93	\$334.96
611 Pool	668,791	\$2,144.55	\$ 2,346.00	\$1,564.00	\$782.00
612 Pool	728,745	\$2,336.80	\$ 3,475.53	\$2,317.02	\$1,158.51
617 Pool	755,000	\$2,420.99	\$ 2,327.82	\$1,551.88	\$775.94
618 Pool	588,630	\$1,887.51	\$ 1,173.78	\$782.52	\$391.26
623 Pool	741,000	\$2,376.10	\$ 1,638.00	\$1,092.00	\$546.00
300 Darton	830,796	\$2,664.04	\$ 2,871.53	\$1,914.35	\$957.18
306 Darton	765,505	\$2,454.68	\$ 2,780.62	\$1,853.75	\$926.87
312 Darton	731,896	\$2,346.91	\$ 1,004.53	\$669.69	\$334.84
318 Darton	609,912	\$1,955.75	\$ 1,405.08	\$936.72	\$468.36
324 Darton	708,730	\$2,272.62	\$ 2,578.12	\$1,718.75	\$859.37
330 Darton	717,929	\$2,302.12	\$ 2,202.63	\$1,468.42	\$734.21
336 Darton	657,030	\$2,106.84	\$ 3,000.14	\$2,000.09	\$1,000.05
602 Walker	734,491	\$2,355.23	\$ 3,837.57	\$2,558.38	\$1,279.19
603 Walker	811,000	\$2,600.56	\$ 3,400.07	\$2,266.71	\$1,133.36
608 Walker	747,427	\$2,396.71	\$ 2,090.85	\$1,393.90	\$696.95
609 Walker	749,648	\$2,403.83	\$ 3,696.15	\$2,464.10	\$1,232.05
614 Walker	749,858	\$2,404.50	\$ 2,802.57	\$1,868.38	\$934.19
620 Walker	671,417	\$2,152.97	\$ 2,159.09	\$1,439.39	\$719.70

615 Walker	635,000	\$2,036.20	\$	1,104.17	\$736.11	\$368.06
601 Hayden	887,675	\$2,846.43	\$	3,229.47	\$2,152.98	\$1,076.49
606 Hayden	837,884	\$2,686.77	\$	2,400.42	\$1,600.28	\$800.14
607 Hayden	712,625	\$2,285.11	\$	2,481.57	\$1,876.00	\$605.57
612 Hayden	786,020	\$2,520.46	\$	3,724.96	\$2,483.31	\$1,241.65
613 Hayden	628,545	\$2,015.50	\$	855.36	\$570.24	\$285.12
618 Hayden	608,644	\$1,951.68	\$	1,680.30	\$1,120.20	\$560.10
619 Hayden	734,980	\$2,356.79	\$	3,542.95	\$2,361.97	\$1,180.98
207 Lee	704,662	\$2,259.58	\$	1,574.60	\$1,049.73	\$524.87
211 Lee	558,773	\$1,791.77	\$	1,782.88	\$1,188.59	\$594.29
217 Lee	751,957	\$2,411.23	\$	1,183.46	\$788.97	\$394.49
223 Lee	856,623	\$2,746.86	\$	3,271.99	\$2,181.33	\$1,090.66
229 Lee	701,000	\$2,247.83	\$	3,116.90	\$2,077.93	\$1,038.97
500 burke	693,378	\$2,223.39	\$	3,379.15	\$2,252.77	\$1,126.38
503 Burke	in city				\$0.00	\$0.00
506 Burke	834,202	\$2,674.96	\$	4,110.47	\$2,740.31	\$1,370.16
511 Burke	in city				\$0.00	\$0.00
512 Burke	736,000	\$2,360.06	\$	3,410.60	\$2,273.73	\$1,136.87
600 Burke	702,052	\$2,251.21	\$	3,188.35	\$2,125.57	\$1,062.78
603 Burke	in city				\$0.00	\$0.00
606 Burke	761,231	\$2,440.97	\$	1,435.08	\$956.72	\$478.36
609 Burke	in city				\$0.00	\$0.00

Total taxes based on assessed

Value

Total Land Value

of Lots out of city

50

\$35,490,508.00

\$113,804.22

\$

123,618.18

\$82,633.74

\$40,984.44



City of Lucas

City Council Request

September 21, 2017

Item No. 13

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider Ordinance No. 2017-09-00865 amending Chapter 1, Section 1.09 Titled Parks and Recreation by adding Section 1.09.063 titled “Reservation of Lucas Community Center” specifically outlining that reservation of the Community Center is limited to residents only and a Facility Use Agreement shall be completed with the Development Services Department.

Background Information:

During the September 7, 2017 City Council meeting, the City Council, as part of the discussion regarding the Fee Schedule, requested that the City provide the use of the Community Center free of charge to citizens of Lucas. Staff removed the Community Center from the fee schedule and added language to Chapter 1, Section 1.09 clarifying that Lucas Community Center shall only be reserved by individuals residing within the territorial limits of the City of Lucas. Any Lucas resident requesting a reservation of the Lucas Community Center shall provide proof of residency and submit a completed Facility Use Agreement in the form approved by the City to the Development Services Department for approval prior to reserving the facility.

Staff has also updated the Facility Use Agreement that is used to enable the reservation of city-owned recreational facilities.

Attachments/Supporting Documentation:

1. Ordinance No. 2017-09-00865
2. Facility Use Agreement

Budget/Financial Impact:

There will be a minimal impact on the budget for maintenance of the Community Center.

Recommendation:

City Staff recommends approval of Ordinance No. 2017-09-00865.

Motion:

I make a motion to adopt Ordinance No. 2017-09-00865 amending Chapter 1, Section 1.09 Titled Parks and Recreation by adding Section 1.09.063 titled “Reservation of Lucas Community Center” specifically outlining that reservation of the Community Center is limited to residents only and a Facility Use Agreement shall be completed with the Development Services Department.



ORDINANCE 2017-09-00865

(Amending Parks and Recreation)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING ARTICLE 1.09 TITLED “PARKS AND RECREATION” BY ADDING SECTION 1.09.063 TITLED “RESERVATION OF LUCAS COMMUNITY CENTER” FOR THE PURPOSE OF LIMITING RESERVATION OF LUCAS COMMUNITY CENTER TO LUCAS RESIDENTS ONLY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Article 1.09 titled “Parks and Recreation” by adding Section 1.09.063 titled “Reservation of Lucas Community Center”, to read as follows:

“ARTICLE 1.09

PARKS AND RECREATION

...

Sec. 109.063 Reservation of Lucas Community Center

The Lucas Community Center shall only be reserved by individuals residing within the territorial limits of the City of Lucas. Any Lucas resident requesting a reservation of the Lucas Community Center shall provide proof of residency and submit a completed Facility Use Agreement in the form approved by the City to the Development Services Department for approval prior to reserving the facility.”

Section 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances that are not in conflict herewith shall remain in full force and effect.

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

Section 5. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2017.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(JPD/09/11-2017/90034)

Stacy Henderson, City Secretary



CITY OF LUCAS

FACILITY USE AGREEMENT

Contact Information:

Name:	
Mailing Address:	
Email:	
Cell Phone:	
Event:	
Team Name:	Age Group:

Reservation Requested:

Date of Use: <input style="width: 150px;" type="text"/>	Time Requested From: <input style="width: 80px;" type="text"/> To: <input style="width: 80px;" type="text"/>
Date of Use: <input style="width: 150px;" type="text"/>	Time Requested From: <input style="width: 80px;" type="text"/> To: <input style="width: 80px;" type="text"/>

Facilities Requested:

Kenneth R. Lewis Park

- ☐ Pavilion Key #
- ☐ Field A (Soccer U8)
- ☐ Field B (Softball/Baseball)
- ☐ Field C (Football)
- ☐ Field D (Soccer)

Community Park (Next to City Hall)

- ☐ Pavilion
- ☐ Community Center Key #

Capacity (main room – 80) (conf. room – 12)

- ☐ Tables
- ☐ Chairs
- ☐ Poly Carts

Fees:

Facilities	Rates: Residents	Rates: Non-Residents	Hours Needed	Deposit	Total Fee & Deposit
Pavilion	\$0	\$25/hour		\$0	
Fields A, B, C, or D	\$0	\$25/hour		\$0	
Community Center	\$0	Lucas Residents Only			
TOTAL DUE:					

For Office Use Only:

Date Approved: _____ Payment Received: \$ _____ Initials: _____

The City reserves the right to refuse the use of park facilities. For more information please contact Donna Bradshaw @ 972-912-1206, or dbradshaw@lucastexas.us.

Terms and Conditions of Facility Use

1. Upon City's approval of this Agreement and User's payment of all deposits and fees, the City hereby grants User a temporary and non-exclusive license to use the Facilities requested, for the time requested, upon the terms and conditions set forth herein. The City may terminate this Agreement at any time.
2. Facilities are provided "AS IS" with all defaults and conditions. User shall not mark, deface or damage any part of the facilities. At the conclusion of use, User shall return the Facilities in as good condition and repair as they were in prior to commencement of use. User shall get prior written approval before placing any temporary structures in the Facilities. In the event that the user fails to remove all debris, including any temporary structures erected, and repair any damage to any portion of Facilities destroyed or damaged in connection with the User's use of the Facilities, and restore the property to the same condition as of the Commencement Date, the City shall be entitled to conduct such repairs and restoration, and user shall be responsible for the costs thereof which shall be due upon demand.
3. User and User's invitees shall abide by all ordinances, rules and regulations regarding the Facilities at all times. A copy of the City Park's Ordinance is attached as Exhibit "A" to this Agreement.
4. **THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE USER'S USE OF THE FACILITIES PURSUANT TO THIS AGREEMENT. USER HEREBY WAIVES ALL CLAIMS AGAINST THE CITY OF LUCAS, TEXAS, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. USER SHALL INDEMNIFY, DEFEND, PROTECT AND KEEP CITY, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USER'S USE OF THE FACILITIES, WHETHER OCCASIONED BY THE NEGLIGENCE OF USER, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS. USER SHALL AT ALL TIMES DEFEND, PROTECT AND INDEMNIFY, AND THE USER SHALL HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM USE OF THE FACILITIES BY USER, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST CITY FOR ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS AS CONTAINED HEREIN.

SIGNATURE OF USER: _____ **DATE:** _____

EXHIBIT “A”
Park Rules

By **Sec. 1.09.062**

Conduct prohibited in parks

As used in this division, “city park” or “park facility” shall mean any area in the city owned or used by the city, or by the city jointly with any other governmental or private entity, devoted to active or passive recreation, and includes but is not limited to athletic fields, recreation areas, community center property, and those areas designated as city parks. The following acts, omissions or conduct are prohibited within the limits of all city parks and no person, firm or corporation shall engage in, commit, cause, or suffer the following acts, omissions or conduct:

As used in this division, “city park” or “park facility” shall mean any area in the city owned or used by the city, or by the city jointly with any other governmental or private entity, devoted to active or passive recreation, and includes but is not limited to athletic fields, recreation areas, community center property, and those areas designated as city parks. The following acts, omissions or conduct are prohibited within the limits of all city parks and no person, firm or corporation shall engage in, commit, cause, or suffer the following acts, omissions or conduct:

- (1) To enter or remain in any park facility between the hours of 11:00 p.m. and 5:00 a.m. unless different hours for the park facility have been designated. All soft surface trails shall be closed from dusk until dawn where on-site signage is posted, unless different hours have been posted;
- (2) To allow any pet or animal to run at-large or fail to keep a pet or animal restrained by a leash, chain or cord not more than six (6) feet long;
- (3) To dump or litter any park. All persons shall use receptacles provided for the deposit of refuse;
- (4) To tie or restrain an animal by attaching its leash to fencing, trees, benches, bleachers, pole or other park facility infrastructure;
- (5) To operate a motor vehicle within any city park in any area not designated as a roadway for vehicular traffic (for the purposes of this subsection, “motorized vehicle” means any vehicle or conveyance which is self-propelled) which would exclude electronic wheelchairs or electric scooters for the disabled;
- (6) To use or ride on a skateboard within a city park;
- (7) To possess, use, discharge or employ any fireworks, firearm, BB gun, air gun, bow and arrow, or slingshot is prohibited with the exception of licensed holders who are authorized to carry firearms in accordance with state law;
- (8) To sell, possess or consume any alcoholic beverage;
- (9) To erect, post, distribute, or place any advertising material, sign, circular, or handbill without the prior permission of the city;
- (10) (A) To practice, conduct, or carry on any commercial activity, trade or business activity unless said commercial activity has been approved through a facility use agreement issued by the city manager or designee.

(B) In approving a facility use agreement for a commercial activity, the city manager or designee shall consider whether such activity is classified as a recreational activity that enhances the overall well-being of participants and includes but is not limited to the provision of physical fitness classes, athletic sports activities and services that promote healthy lifestyles. It does not include the sale of products and/or goods. While this activity may serve nonresidents, the provider must make the provision of recreational programming to city residents a priority. The number of city residents served may be taken into consideration on future applications for use of park facilities.

(C) City park facilities may be reserved for commercial recreational activity from 5:00 a.m. through 8:00 a.m. and from 7:00 p.m. through 9:00 p.m. The community center is not available for use for commercial recreational activity and may only be used by city residents.

(D) A city facility use agreement must be completed and submitted together with the required fee to the city manager for consideration. The applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000.00 and must name the city as an additional insured on the certificate of insurance.

(E) The applicant may reserve the park facility for up to two months and must reapply for any subsequent use. If any park facility is left in a condition that is unacceptable to the city, the city reserves the right to not allow the vendor to use any of its facilities in the future;

- (11) To cause, create or maintain any nuisance or engage in any conduct or activity that unreasonably disturbs persons of ordinary sensibilities;
- (12) To use any type of sound amplification devices which include but are not limited to loudspeakers, amplifiers or microphones without the written permission of the city;
- (13) To ascend, descend, operate, or launch any aircraft, including but not limited to hot air balloons, airplanes, paraplanes, ultralight aircrafts, helicopters, drones, remote/radio controlled devices and gliders;
- (14) To hit golf balls of any type in a park facility;
- (15) To camp overnight in or upon any park facility;
- (16) To enter onto a reserved facility or area, or a location where scheduled activities are occurring, during the period that the area or facility is reserved or during the scheduled activity and remain or return there after the person has been given notice to leave. Reserved facilities and areas, and scheduled activities, include but are not limited to: athletic fields and pavilions;
- (17) To make or kindle a fire except in public stoves, grills, fire pits, or designated areas provided for that purpose. Fires shall not be left unattended and must be extinguished prior to departure. The city manager may prohibit all fires in public parks during those periods that he, in his sole discretion, determines that extreme dry weather, high winds or other conditions endanger public health and safety;
- (18) To use or consume any tobacco products within a park facility;
- (19) To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.



City of Lucas

City Council Request

September 21, 2017

Item No. 14

Requester: City Manager Joni Clarke
Development Services Director Joe Hilbourn

Agenda Item:

Consider Ordinance No. 2017-09-00871 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule by adding under Article 6.000 Miscellaneous Permits, Subsection (21) establishing a permit fee related to the construction of a Riding Arena; and by deleting under Article 21.000 Parks and Recreation, Subsection D, fees for Community Center rentals.

Background Information:

Development Services Director Joe Hilbourn received a request for a permit to build a covered riding arena and because of the unique nature of the structure and the limited number of inspections that would be required, he is recommending that we amend Article 6.000 Miscellaneous Permits by adding item (21) Riding Arenas and establish a fee of \$100.00 per 1,000 feet.

During the September 7, 2017 City Council meeting, the City Council, as part of the discussion regarding the Fee Schedule, requested that the City provide the use of the Community Center free of charge to citizens of Lucas. Staff removed the Community Center from the fee schedule and added language to Chapter 1, Section 1.09 clarifying that Lucas Community Center shall only be reserved by individuals residing within the territorial limits of the City of Lucas. Any Lucas resident requesting a reservation of the Lucas Community Center shall provide proof of residency and submit a completed Facility Use Agreement in the form approved by the City to the Development Services Department for approval prior to reserving the facility.

Staff has also updated the Facility Use Agreement that is used to enable the reservation of city-owned recreational facilities.

Attachments/Supporting Documentation:

1. Ordinance No. 2017-09-00871

Budget/Financial Impact:

There will be a minimal impact on the budget regarding the fee associated with riding arenas and providing the Community Center free of charge to Lucas citizens.



City of Lucas City Council Request September 21, 2017

Item No. 14

Recommendation:

City Staff recommends approval of Ordinance No. 2017-09-00871.

Motion:

I make a motion to adopt Ordinance No. 2017-09-00871 approving amendments to the City's Code of Ordinances, Appendix C, Master Fee Schedule adding under Article 6.000 Miscellaneous Permits item (21) a fee for Riding Arenas and removing under Article 21.000 Parks and Recreation a fee associated with the reservation of the Community Center.



**ORDINANCE 2017-09-00871
[AMENDING APPENDIX C TITLED “FEE SCHEDULE”]**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDING C TITLED “FEE SCHEDULE” BY ADDING SUBSECTION (21) TO ARTICLE 6.000 TITLED “MISCELLANEOUS PERMITS” TO ESTABLISH A PERMIT FEE RELATED TO THE CONSTRUCTION OF RIDING ARENA, AND BY DELETING SUBSECTION (D) FROM ARTICLE 21.000 TITLED “PARKS AND RECREATION” REGARDING FEES FOR COMMUNITY CENTER RENTALS ; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Appendix C titled “Fee Schedule” of the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by adding Subsection (21) to Article 6.000 titled “Miscellaneous Permits” to read as follows:

“APPENDIX C

FEE SCHEDULE

[. . .]

ARTICLE 6.000 MISCELLANEOUS PERMITS

Activities shall be charged the fee associated with the activity subject to re-inspection fees.

[. . .]

(21) Riding Arenas: \$100.00 per 1,000 square feet”

Section 2. That Appendix C titled “Fee Schedule” of the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by deleting Subsection (d) from Article 21.000 titled “Parks and Recreation” as follows:

ARTICLE 21.00 PARKS AND RECREATION

[...]

(d) ~~Community Center rental fee: \$25.00.~~
~~(residents only)~~

Section 3. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances that are not in conflict herewith shall remain in full force and effect.

Section 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 5. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 6. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21ST DAY OF SEPTEMBER, 2017.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(JPD/09-15-2017/90263)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

September 21, 2017

Item No. 15

Requester: City Secretary Stacy Henderson

Agenda Item:

Discuss Board/Commission appointment process, including conducting interviews and setting a schedule.

Background Information:

Advertising has begun for board applications. A link is available under the News section of the City's website and an article will be going out in the October edition of the Lucas Leader to begin accepting applications to serve on a City of Lucas Board or Commission.

In the past, the City Council has conducted interviews of each potential board candidate taking place at a regular City Council meeting.

The following is a suggested schedule for the Board interview and appointment process:

Application deadline:	November 10
Discuss at City Council Meeting:	November 16
Conduct Interviews and Appointments:	December 7 and December 17 (if needed)

Currently, there are two vacant Alternate positions open on the Parks and Open Space Board, and the following Boards have members with terms that will expire December 31, 2017.

Board of Adjustment:

Craig Williams
Chris Bierman
James Foster, Alternate

Planning and Zoning Commission:

Peggy Rusterholtz
David Kerr
Scott Sperling

Parks and Open Space Board:

Ken Patterson
Bill Esposito
Alternate 1 (vacant)
Alternate 2 (vacant)



City of Lucas

City Council Agenda Request

September 21, 2017

Item No. 15

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request September 21, 2017

Item No. 16

Requester: Mayor Jim Olk

Agenda Item:

Discuss the City Council meeting schedule for October, November and December.

Background Information:

To schedule cases on the planning calendar for any upcoming public hearings, the attached calendar has been prepared outlining the last three months of the year to determine if any meeting cancellations will occur around the holidays.

Attachments/Supporting Documentation:

1. October, November and December calendars

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA

October 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 City Council Meeting	6	7
8	9	10	11	12	13	14
15	16	17	18	19 City Council Meeting	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 City Council Meeting	3	4
5	6	7	8	9	10	11 Veterans Day
12	13	14	15	16 City Council Meeting	17	18
19	20	21	22	23 City Offices closed Thanksgiving Day	24 City Offices closed	25
26	27	28	29	30		

December 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7 City Council Meeting	8	9
10	11	12	13	14	15	16
17	18	19	20	21 City Council Meeting	22	23
24	25 City Offices closed Christmas	26 City Offices closed	27	28	29	30
31						



City of Lucas Council Agenda Request September 21, 2017

Item No. 17

Requester: Mayor Jim Olk

Agenda Item:

Executive Session:

An Executive Session is not scheduled for this meeting.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA