



AGENDA

City of Lucas City Council Meeting October 4, 2018 7:00 PM

**City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, October 4, 2018 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

The Citizen 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 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)

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended 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. Consider approving the minutes of the September 6, 2018 City Council meeting. (City Secretary Stacy Henderson)

- B. Consider approving the minutes of the September 20, 2018 City Council meeting. (City Secretary Stacy Henderson)
- C. Consider approving Resolution R 2018-10-00476 opposing the Texas Transportation Commission ruling increasing the height of existing billboards along Texas' federally funded roadways. (City Manager Joni Clarke)
- D. Consider authorizing the Mayor to enter into Amendment No. 1 of an Interlocal Agreement between the City of Lucas and Collin County for law enforcement services to amend the contract amount from \$281,585 to \$285,073.34 for fiscal year 2018-2019. The City has budgeted \$300,000 in Fiscal Year 2018-19 in line item 11-6999-326. (City Manager Joni Clarke)
- E. Consider authorizing the Mayor to enter into Amendment No. 11 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, 2019 in the amount of \$14,970.00. The City has budgeted \$15,000 in Fiscal Year 2018-19 in line item 11-6999-336. (City Manager Joni Clarke)
- F. Consider authorizing the Mayor to enter into Amendment No. 12 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, 2019 in the amount of \$19,030.00. The City has budgeted \$20,000 in Fiscal Year 2018-19 in line item 11-6999-336. (City Manager Joni Clarke)

Public Hearing Agenda

- 4. Public hearing to consider amendments to the City's land use assumptions, capital improvements plan and impact fees. (Development Services Director Joe Hilbourn)
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct public hearing
 - C. Take action regarding amendments to the City's land use assumptions, Capital Improvement Plan and impact fees.

Regular Agenda

- 5. Consider the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for approval of architectural plans for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey, ABS 0821, Tract 16, Collin County Texas, in the City of Lucas. (Development Services Director Joe Hilbourn)
- 6. Consider the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for approval of landscape plans for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey ABS 0821, Tract 16, Collin County Texas, in the City of Lucas. (Development Services Director Joe Hilbourn)
- 7. Consider the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for site plan approval for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey ABS 0821, Tract 16, Collin County Texas, in the City of Lucas. (Development Services Director Joe Hilbourn)

8. Provide direction to the City Manager regarding emergency responder vehicle access and maneuverability related to dead-end streets, fire hydrant locations, narrow pavement and unwarranted signage. **(Fire Chief Ted Stephens, City Engineer Stanton Foerster)**

Executive Session Agenda

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 regarding any item on the agenda at any time during the meeting. Closed to the public as provided in the Texas Government Code.

9. Executive Session:
 - A. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Manager.
10. Reconvene into Regular Session and take any action as a result of the Executive Session.
11. Adjournment.

Certification

I do 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 25, 2018.

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

October 4, 2018

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request October 4, 2018

Item No. 02

Requester: Mayor Jim Olk

Agenda Item Request

2. Items of Community Interest.
 - A. Presentation to the City of Lucas Finance Department for receiving the 2017 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association (GFOA) for the 8th consecutive year.
 - B. Presentation to the City of Lucas Finance Department for receiving the Transparency Star Award in the area of Debt Obligations from the Texas State Comptroller's office.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request October 4, 2018

Requester: City Secretary Stacy Henderson, City Manager Joni Clarke

Agenda Item Request

3. Consent Agenda:
 - A. Consider approving the minutes of the September 6, 2018 City Council meeting.
 - B. Consider approving the minutes of the September 20, 2018 City Council meeting.
 - C. Consider approving Resolution R 2018-10-00476 opposing the Texas Transportation Commission ruling increasing the height of existing billboards along Texas' federally funded roadways.
 - D. Consider authorizing the Mayor to enter into Amendment No. 1 of an Interlocal Agreement between the City of Lucas and Collin County for law enforcement services to amend the contract amount from \$281,585 to \$285,073.34 for fiscal year 2018-2019. The City has budgeted \$300,000 in Fiscal Year 2018-19 in line item 11-6999-326.
 - E. Consider authorizing the Mayor to enter into Amendment No. 11 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, 2019 in the amount of \$14,970.00. The City has budgeted \$15,000 in Fiscal Year 2018-19 in line item 11-6999-336.
 - F. Consider authorizing the Mayor to enter into Amendment No. 12 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, 2019 in the amount of \$19,030.00. The City has budgeted \$20,000 in Fiscal Year 2018-19 in line item 11-6999-336.

Background Information

Agenda Item No. 3C:

At the September 6, 2018 City Council meeting, the City Council discussed the Texas Transportation Commission ruling to allow the height of existing billboards along Texas' federally-funded roadways to increase from 42.5 feet to 85 feet. The City Council asked staff to prepare a resolution to encourage the Texas Transportation Commission to maintain the existing billboard height of 42.5 feet.



City of Lucas Council Agenda Request October 4, 2018

Agenda Item No. 3D:

Per Section 3.1(d) of the existing Law Enforcement contract, at the end of each contract year, the County will evaluate actual deputy costs and maintenance and operations costs for each vehicle. If the County's actual costs for a deputy or patrol vehicle exceed the agreed amount by more than 10 percent, the City will reimburse the County for the difference between actual costs and the agreed upon amount. For fiscal year 2018-2019 a change in salary will occur for the second deputy along with an increase to vehicle insurance prompting the contract amendment.

Attachments/Supporting Documentation

1. Minutes of the September 6, 2018 City Council meeting.
2. Minutes of the September 20, 2018 City Council meeting.
3. Resolution R 2018-10-00476 Opposing the Texas Transportation Commission Ruling Increasing the Height of Existing Billboards Along Texas' Federally Funded Roadways
4. Law Enforcement Contract and Amendment
5. Animal Shelter Contract and Amendment
6. Animal Control Contract and Amendment

Budget/Financial Impact

Funds have been budgeted in the Fiscal Year 2018-2019 budget for the proposed expenditures.

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



**City of Lucas
City Council Meeting
September 6, 2018
7:05 P.M.**

(or immediately following the Lucas Fire Control, Prevention and EMS District Meeting)
City Hall - 665 Country Club Road – Lucas Texas

MINUTES

Call to Order

Mayor Olk called the meeting to order at 7:02 p.m.

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney *(arrived at 7:17 pm)*
Councilmember Steve Duke
Councilmember Debbie Fisher
Councilmember Philip Lawrence

Staff Present:

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

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

Citizen Input

1. Citizen Input.

Paul Rathgeb, 10 Rollingwood Drive, Lucas thanked the City Council and staff for their efforts related to various road improvements that had been made in the City and holding contractors accountable for their work.

Community Interest

2. Community Interest.

There were no Community Interest items discussed.

Consent Agenda

3. Consent Agenda.

A. Approval of the minutes of the August 16, 2018 City Council meeting.

- B. Consider approving Resolution R-2018-09-00471 authorizing the Mayor to enter into an Interlocal Agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF) regulations for a period of four years ending September 30, 2022.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.

Mayor Olk suggested the City Council convene into Executive Session to discuss Executive Session Agenda Item 9C that may affect the fiscal year 2018-2019 budget discussions.

The City Council moved to Executive Session Item 9C on the agenda at this time.

9C. Pursuant to Section 551.071 of the Texas Government Code, the City Council will convene into Executive Session to seek legal advice from the City Attorney regarding the terms of the Settlement Agreement and Release with Lavon 593 Land Investment Partners, LP effective September 17, 2009.

The City Council convened into Executive Session at 7:08 pm.

Councilmember Baney arrived at the City Council meeting at 7:17 pm and went into Executive Session.

The City Council reconvened from Executive Session at 7:35 pm and no action was taken as part of the Executive Session.

The City Council returned to Agenda Item No. 4.

Public Hearing Agenda

4. Public hearing to consider the budget for Fiscal Year 2018-2019.

Mayor Olk opened the public hearing at 7:36 pm, there being no one wishing to speak regarding the budget, the public hearing was closed.

Mayor Pro Tem Peele directed staff to adjust the revenues projected in the fiscal year 2018-2019 budget by reducing the license permitting and fee revenue by \$240,000.

There was no formal action taken on this item, it was for discussion purposes only.

Regular Agenda

5. Consider the request by residents of Kirkland Estates to install a left turn lane along Parker Road during the construction and widening of Parker Road.

City Engineer Stanton Foerster provided some background related to this item explaining that an agenda item was brought forward in 2016 regarding approaching TxDOT to add an eastbound turn lane onto Cimarron Trail during the construction phase of widening Parker Road. The turn lane was

estimated at that time to cost between \$50,000 to \$70,000 to construct. Mr. Foerster noted that he did not recommend a turn lane and the City Council voted to not fund a turn lane at that time. Mr. Foerster stated that the Parker Road project was complete; however, TxDOT has stated that a turn lane could be added, but at an increased cost than originally proposed in the amount of approximately \$200,000 to \$240,000.

Councilmember Fisher asked how long it would take for the turn lane to be added if the City waited until construction was complete on Parker Road.

Mr. Foerster stated that should the City wait until construction was completed on Parker Road, the turn lane would not be added for approximately three years.

The City Council discussed funds needed to provide a turn lane, working with TxDOT on obtaining approval for the project, the length of lane needed for deceleration, and the number of homes affected within Kirkland Estates.

Mayor Olk called the following individuals forward that requested to speak.

Jeffrey Butcher, 7 Chisholm Trail, did not come forward to speak but noted that he was in support of adding a turn lane onto Cimarron Trail.

Jordan Hendrix, 13 Cimarron Trail, discussed the traffic congestion from McCreary and trying to exit from Santa Fe Trail that was also difficult. Mr. Hendrix stated that a turn lane was needed to ease congestion in the area and assist with traffic flow from the neighborhood.

Jerry Filippo, 10 Chisholm Trail discussed the dangers associated with traffic flow and congestion with one ingress and egress from McCreary Road. Mr. Filippo discussed the difficulty with horse trailers trying to maneuver in the area and was in support of having a turn lane onto Cimarron Trail.

Debbie Wickuire, 9 Chisholm Trail, discussed her difficulties with maneuvering her horse trailer through traffic that often required a U-turn to get into and out of the neighborhood because there was no dedicated left turn lane. Ms. Wickuire stated that she was in favor of adding a left turn lane onto Cimarron Trail.

Hunter Harrison, 8 Chisholm Trail, noted that he was in favor of a turn lane onto Cimarron Trail.

Scott Reed, 12 Chisholm Trail discussed traffic concerns traveling on Cimarron Trail and turning onto Santa Fe Trail. Mr. Reed noted he was in favor of adding a turn lane.

Nicki Reed, 12 Chisholm Trail discussed concerns with maneuvering her horse trailer and stated that she was in favor adding a turn lane onto Cimarron Trail.

Harold Freshcoln, 4 Cimarron Trail, discussed the ways in which he had to maneuver through neighborhoods to get to his home because there was no dedicated turn lane into the neighborhood. Mr. Freshcoln stated that he was concerned that emergency vehicles would not have adequate response times to their neighborhood due to the limited access.

The City Council discussed their concerns related to emergency vehicle access to the neighborhood with the lack of median cuts on Parker Road. The City Council also discussed the need for actual cost estimates from TxDOT in order to make an informed decision.

Mayor Olk asked Mr. Foerster to contact TxDOT regarding a price estimate for the construction of a left turn lane onto Cimarron Trail and bring the information back to Council once received.

There was no formal action taken on this item.

6. Discuss the proposed City of Lucas Property Tax Rate for Fiscal Year 2018-2019.

City Manager Joni Clarke stated that the budget was prepared with the effective tax rate of \$.303216 which is what was published in the newspaper. Ms. Clarke explained that the tax rate can go lower but cannot go higher than what was advertised.

Mayor Pro Tem Peele stated that it was not feasible to lower the tax rate any further due to the reduction made to the license permit and fee revenues.

Councilmember Millsap noted that the City needs to be cautious with the tax rate and how infrastructure would be funded for the future.

Mayor Olk called the following individuals forward that requested to speak.

Jamie Kilpatrick, 580 Saddlebrook noted that funds needed to be spent on repairing roadways and with the minimal amount of taxes that were being decreased, he felt that those additional funds could be spent towards needed road repairs.

Paul Rathgeb, 10 Rollingwood Drive, noted that repairs were needed to the roadways and if taxes needed to be raised in order to fund that cost he was in favor of raising the tax amount.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Baney to direct the City Manager to prepare ordinances for adoption of the tax rate using the effective rate of \$.303216. The motion passed by a 6 to 1 vote with Councilmember Fisher voting in opposition.

7. Discuss the upcoming 86th Legislature of the State of Texas beginning January 8, 2019 and advocacy of the following proposed legislation:

- A. Texas Emergency Services Retirement System (TESRS)**
- B. Tax Revenue Cap**
- C. Billboard Height**

Agenda Item 7A:

Councilmember Fisher discussed the letter written by the Lucas Volunteer Firefighter Pension Board outlining the City's position with TESRS and the City's inability to remove itself from the system due to not opting out of the program in 2005. Councilmember Fisher discussed the number of volunteers in the program along with monthly contributions.

Larry Bowman, Chairman of the Lucas Volunteer Firefighter Pension Board discussed the history of the TESRS plan and stated that the Board would assist the City Council with any item needed during the upcoming legislative session.

The City Council discussed various ways in which to draft correspondence to be presented during the legislative session that would allow the City to remove itself from the program.

Mayor Olk summarized discussions that the City Council agreed with the Lucas Volunteer Firefighter Pension Board and that the City and Board should seek a remedy that would allow Lucas to discontinue its participation in TESRS. Mayor Olk also noted that should any Councilmember attend and speak during the legislative session; the City Council would support any legislation that would allow the City to be removed from the TESRS program.

Agenda Item 7B:

Frank Prokop, 1890 Sawmill, stated that he was in favor of having a tax revenue cap to limit the amount of property tax owed.

Mayor Olk discussed tax revenue caps and the percentage of revenue that cannot be exceeded before the citizens have a right to petition to set the rate back.

Diane Redman, 1930 Mary Lee Lane, explained that she was in favor of revenue caps and keeping the tax rate low. Ms. Redman noted that having a revenue cap ensures a mechanism was in place to maintain the tax rate.

Brenda Rizos, 1200 Winningkoff, stated that she supported tax revenue caps to ensure that governing bodies were appropriately using funds.

Joe Estes, 1 Highland Circle, stated that he was in favor of having tax revenue caps and he also supported the City lobbying the State to include school districts as part of the revenue cap.

Peggy Rusterholtz, 215 W. Blondy Jhune noted that she was in favor of tax revenue caps and hoped that school districts could be incorporated into the cap as well.

Tim Johnson, 2175 Toole Drive stated that he was in favor of a tax revenue cap up to 5 percent, but also wanted to be cautious so that the City did not create a hardship for itself.

The City Council discussed tax revenue caps and the ability to also budget adequate funds for the City's operating budget. It was the consensus of the City Council to support revenue caps that apply to all taxing entities with an exemption for disaster situations. The City Council expressed concern regarding a cap that was too restrictive that may create a negative financial impact.

Agenda Item 7C:

Peggy Rusterholtz, 215 W. Blondy Jhune stated that she was in favor of limiting billboard heights to its current maximum height of 42.5 feet.

The consensus of the City Council was to encourage the Texas Transportation Commission to maintain the existing billboard height of 42.5 feet and directed City Staff to prepare a resolution for the October 4, 2018 City Council meeting to address this issue.

There was no formal action taken on this item.

8. Consider casting votes on the ballot to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 11 through 14 election.

A motion was made by Mayor Olk, seconded by Councilmember Lawrence to cast a vote for the following individuals to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees:

Randy Criswell, Place 11
Bert Lumbreras, Place 12
Byron Black, Place 13
David Rutledge, Place 14

The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

9. Executive Session:

- A. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Secretary.
- B. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Manager.

The City Council convened into Executive Session at 9:42 pm to discuss Agenda Items 9A and 9B.

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

The City Council reconvened from Executive Session at 10:09 pm and there was no action necessary as a result of the Executive Session. Mayor Olk announced that Agenda Item 9B would be discussed at the September 20, 2018 City Council meeting.

11. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 10:09pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



**City of Lucas
City Council Meeting
September 20, 2018
7:05 P.M.**

(or immediately following the Lucas Fire Control, Prevention and EMS District Meeting)
City Hall - 665 Country Club Road – Lucas Texas

MINUTES

Call to Order

Mayor Olk called the meeting to order at 7:03 p.m.

City Councilmembers Present:

Mayor Jim Olk
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Debbie Fisher
Councilmember Philip Lawrence

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
City Engineer Stanton Foerster
Finance Director Liz Exum

City Councilmembers Absent:

Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap

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

Citizen Input

1. Citizen Input.

Maria Corley, 2340 Rockridge Court, explained that her recycling was not able to be picked up by Republic Services due to her street being too narrow. Ms. Corley asked if there were any alternatives available.

City Manager Joni Clarke explained that in special circumstances the City has been able to assist with providing a location for recycling. Ms. Clarke stated that she would reach out to Ms. Corley to facilitate a solution.

Community Interest

2. Community Interest.

City Manager Joni Clarke noted that there were several community events coming soon, such as the Scarecrow Contest that will be held in the Lucas Community Park October 20 through November 3. The Fall Sweep Cleanup/Arbor Day event that will be held on November 3, and Country Christmas

that will be held December 7 at the Lucas Community Park. As part of Country Christmas a toy drive will be held for Toys for Tots.

Consent Agenda

3. Consent Agenda.

- A. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for Jail Services for a two-year period beginning October 1, 2018 through September 30, 2020.
- B. Consider approving Resolution R 2018-09-00475 ratifying appointment of the law firm Nichols, Jackson, Dillard, Hager & Smith as City Attorney for the City of Lucas, authorizing the City Attorney to appoint one or more attorneys to represent the City, and to further authorize the City Attorney to represent the City in litigation authorized by the City Council.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to approve the Consent Agenda as presented. The motion passed unanimously by a 5 to 0 vote.

Regular Agenda

4. Considering approving Resolution R-2018-09-00474 updating the City of Lucas Investment Policy.

Finance Director Liz Exum gave a presentation noting that statutory changes to the Public Funds Investment Act had prompted changes to the City's Investment Policy related to training hours being decreased from 10 hours to 8 hours and clarification regarding certificates of deposit guaranteed by the National Credit Union Share or FDIC were authorized investments.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Lawrence to approve Resolution R 2018-09-00474 updating the City of Lucas Investment Policy. The motion passed unanimously by a 5 to 0 vote.

5. Consider adopting Ordinance 2018-09-00885 approving the budget for fiscal year beginning October 1, 2018 and ending September 30, 2019.

Councilmember Fisher expressed her concerns regarding future funding given that most revenue seen in the budget was related to annexed properties into the City, culminated with development slowing, growth in governmental areas, and not wanting to increase the tax rate, revenue would be limited for future projects.

Councilmember Duke also expressed his concern regarding future funding needs, the economy slowing down, and did not want to have to raise taxes in the future.

Development Services Director Joe Hilbourn discussed several developments that would begin construction this year providing additional revenue.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Duke to adopt Ordinance 2018-09-00885 approving the budget for the fiscal year 2018-2019 beginning October 1, 2018 through September 30, 2019. This vote required a roll call vote that was as follows:

Mayor Olk: Aye:
Councilmember Fisher: Aye
Councilmember Baney: Aye
Councilmember Duke: Aye
Councilmember Lawrence: Aye

Councilmember Millsap and Mayor Pro Tem Peele were absent for this meeting.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Baney to ratify the property tax revenue increase reflected in the Fiscal year 2018-2019 adopted budget; this budget would raise more total property taxes than last year's budget by \$334,230 or 11.70%, and of that amount \$160,649 is tax revenue to be raised from new property added to the tax roll this year. The motion passed unanimously by a 5 to 0 vote.

6. Consider adopting Ordinance 2018-09-00884 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2018 (Fiscal Year 2018-2019) at a rate of \$0.303216 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2018.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Duke to adopt Ordinance 2018-09-00884 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2018 (Fiscal Year 2018-2019) at a rate of \$0.303216 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2018. The motion passed unanimously, but required a roll call vote that was as follows:

Mayor Olk: Aye:
Councilmember Fisher: Aye
Councilmember Baney: Aye
Councilmember Duke: Aye
Councilmember Lawrence: Aye

7. Discuss and take action on an Agreement with Brockdale Community LLC for the funding of roadway improvements for Brockdale Park Road.

City Engineer Stanton Foerster gave a presentation explaining that the initial \$75,000 given to the City by Brockdale Community LLC for development and maintenance of Brockdale Park Road was almost depleted. The road continues to deteriorate due to the Hillwood development of Brockdale Estates. Brockdale Community LLC has asked for a new agreement with the City where interlocal agreements could be utilized for repairs needed that would not impact the time and resources of City staff, nor would the City be responsible for any inspections.

The Council discussed the current needed repairs on Brockdale Park Road and how the additional funds would be utilized.

Development Services Director Joe Hilbourn explained that the development agreement calls for reconstruction of Brockdale Park Road when 75% of the building permits for the development had been issued.

Mayor Olk called the following individuals forward that requested to speak:

Kim Comiskey, representing Brockdale Community LLC explained that the Hillwood development had issued 105 building permits of the total 206 homesites available. Ms. Comiskey noted that it would not be until 2020 before 75% of the building permits had been issued for the development and construction would begin on a new roadway. Until then, Brockdale Community LLC would like to provide additional funds to maintain and repair the roadway.

Mayor Olk expressed his concern regarding the truck traffic from the development that continues to cause damage to the roadway and that there may not be enough funds collected from the development agreement to eventually replace the roadway.

Ms. Comiskey stated that she could advise the contractors to use the main entrance to assist in alleviating truck traffic.

Fred Balda, representing Brockdale Community LLC came forward and stated that they would like to patch the road given its current condition until the property was more fully developed and then the roadway could be reconstructed.

Mayor Olk stated that the Hillwood Development had increased traffic on Brockdale Park Road by approximately 90 percent causing the need for an improved roadway and significant maintenance. Mayor Olk noted that the current development agreement between the City and Hillwood was for a special assessment for road repairs of \$2,200 per lot with the road being replaced when 75% of the building permits had been issued. Mayor Olk's concern was that because the subdivision was years past the estimated date of completion, there would not be enough funds to cover costs to rebuild the roadway due to increasing construction prices. Mayor Olk suggested that a new agreement was needed that increased the assessment on lots within the Hillwood Development, and asked that contractors refrain from using the Brockdale Park Road east and south of the main entrance of the Hillwood Development.

Mayor Olk read into the record the following emails received in favor of repairs being made to Brockdale Park Road.

- Patricia Phillips, 1650 Brockdale Park Road
- Brian Blythe, 1640 Brockdale Park Road
- Brian Butler, 1475 Brockdale Park Road

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Baney, to approve the agreement with Brockdale Community LLC for the funding of roadway improvements for Brockdale Park Road and to authorize the City Manager to increase the funding above \$100,000 if necessary as provided for in Section 2.2 of the agreement. The motion passed unanimously by a 5 to 0 vote.

Executive Session Agenda

8. Executive Session:

- A. The City Council will convene into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the purchase, exchange, lease or value of real property within the City of Lucas.
- B. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Manager.

The City Council convened into Executive Session at 7:57 pm.

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

The City Council reconvened from Executive Session at 8:16 pm and there was no action taken as a result of the Executive Session.

10. Adjournment.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Lawrence to adjourn the meeting at 8:17 pm. The motion passed unanimously by a 5 to 0 vote.

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



RESOLUTION NO. R 2018-10-00476

[OPPOSING TXDOT RULING RAISING THE HEIGHT OF BILLBOARDS]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, OPPOSING THE TEXAS TRANSPORTATION COMMISSION RULING INCREASING THE HEIGHT OF EXISTING BILLBOARDS ALONG TEXAS' FEDERALLY FUNDED ROADWAYS.

WHEREAS, the Texas Transportation Commission met in a regular session on February 22, 2017 approving an increase to the height of the approximately 20,000 existing billboards along Texas' federally-funded roadways from 42.5 feet to 85 feet; and

WHEREAS, Senate Bill No. 312, approved in the 2017 85th Legislature Regular Session, amended §391.038, to legalize the height of all signs as they existed on March 1, 2017 up to a height of 85 feet, and allows those signs to be maintained at that height without the need of an amended permit; and

WHEREAS, the Transportation Commission delayed the effective date until September 3, 2019 to allow the Texas Legislature time to weigh in on the issue; and

WHEREAS, as a designated Scenic City, the City of Lucas values and desires to preserve the natural beauty of our state; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council of the City of Lucas finds that it opposes the ruling allowing an increase in the height of billboards along Texas' federally funded roadways from 42.5 feet to 85 feet.

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

SECTION 1. The City Council is opposed to the ruling allowing an increase in the height of billboards along Texas' federally funded roadways.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on the 4th day of October, 2018.

ATTEST:

APPROVED:

Stacy Henderson, City Secretary

Jim Olk, Mayor



Contract Amendment

One (1)

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

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

Effective Date 1-Oct-18
Contract No. 2017-238
Contract Law Enforcement Services

Awarded by Court Order No.: 2017-670-09-11
Amendment 1 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. For the period October 1, 2018 through September 30, 2019 the reimbursement amount will be:

Table with 2 columns: Item and Amount. Items include Deputy 1, Deputy 2, Maintenance and Operations, Vehicle Insurance, New Vehicle, and a total sum of \$285,073.34.

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:

(Print Name)

City of Lucas
665 Country Club Road
Lucas, TX 75002

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

SIGNATURE

TITLE:

DATE:

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE:

COURT ORDER NO. 2017-070 -09-11

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Law Enforcement Services, City of Lucas – Sheriff

On September 11, 2017, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Susan Fletcher
Cheryl Williams
Chris Hill
Duncan Webb Not Present

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with the City of Lucas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the City of Lucas for Law Enforcement Services. Same is hereby approved as per the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Not Present
Duncan Webb, Commissioner, Pct. 4



ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT FOR LAW-ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law-Enforcement Services (the Agreement) is made by and between Collin County (County), and the City of Lucas, a municipal corporation (City).

WHEREAS, City desires to contract with County for law-enforcement services to be provided by the Collin County Sheriff's Office, as specified; and

WHEREAS, County is willing to provide such services under this Agreement, and

WHEREAS, City and County desire to use their authority under the Interlocal Cooperation Act of the Texas Government Code, chapter 791; and

NOW THEREFORE, City and County, for mutual consideration, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2017 (the Effective Date), and its term will continue for four years from the Effective Date to the Expiration Date. *See Gov't Code, § 791.011(i).* Contract Year 1 will run from October 1, 2017, to September 30, 2018. Contract Years 2, 3, and 4 will start on October 1 of each successive year.

2. COUNTY'S OBLIGATIONS.

2.1 **Law-Enforcement Services.** County will, through the Sheriff's Office, provide City with law-enforcement services as described in paragraph 2.5(a) and Exhibit A, in accordance with the Sheriff's Office's policies and procedures and local,

state, and federal law. These services will include general preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other services related to law enforcement and the protection of the citizens of City. County will not perform services ordinarily performed by City's Code Enforcement Department, such as enforcement of chapter 6 of the City of Lucas Code of Ordinances (Health & Sanitation).

2.2 **Planning and Supervision.** County will plan, organize, and supervise all tasks and matters that are part of its provision of law-enforcement services and County's performance under this Agreement. County will assign, allocate, direct, supervise, and discipline County personnel.

2.3 **City Requests.** County will promptly consider all requests from City received through the Liaison Officer or the Sheriff's Office's communications division (Dispatch) for law-enforcement services. County will make every reasonable effort to comply with these requests consistent with: (1) this Agreement, (2) the Sheriff's Office's policies and procedures, and (3) local, state, and federal law.

2.4 **County's Liaison Officer.** City may confer with County's Liaison Officer—the Commander of Operations in the Sheriff's Office—about County's performance under this Agreement. The Commander will oversee County's performance and devote sufficient time and attention to reasonably ensure County's proper performance. The Commander and the chain of command will supervise deputies, officers, and employees who provide County's performance. The Commander and the chain of command will also communicate and coordinate with any

deputies, officers, or employees of other sheriff's offices, police departments, or other agencies or entities, who may also provide services along with County.

2.5 **Deputies.**

a. **General.** County will dedicate two deputies to provide services to City. These deputies will cover more shifts per week in the city than the one deputy provided under past versions of this Agreement. But no more than one deputy will ordinarily patrol in the city in one shift. County will select and structure shifts and work hours to best serve City, in light of City's requests and the history and pattern of service calls, reports or occurrences of crime, and other law-enforcement or emergency circumstances. County will generally provide law-enforcement services inside City's geographic or jurisdictional boundaries during the days and times set forth in **Exhibit A**. During these times, County will provide at least one uniformed deputy, who will use reasonable efforts to devote full time and attention to serving City and patrolling within City's limits. This deputy, however, may leave the city limits only to respond to emergency calls for service or to respond to calls to assist other deputies or officers. In addition, other deputies or officers may assist the dedicated deputy as needed, without adding to County's ordinary obligations under this Agreement. During times not specified in Exhibit A, County will continue to provide law-enforcement services in the manner and at the level currently provided to other, similarly populated, unincorporated areas in Collin County.

b. **Body-Worn Cameras.** In 2015, the legislature passed a body-worn-camera program. *See* Occupations Code, §§ 1701.651–1701.663. If and when the Sheriff's Office implements a policy to equip patrol deputies generally with body-worn cameras,

then the deputies dedicated to providing services to City will be equipped with the same cameras and supporting equipment and software. City agrees to negotiate and agree to reasonable terms, including price and payment terms, to reimburse County for the costs of the equipment, software, and licenses, as well as costs of integrating the dedicated deputies into the Sheriff's Office's body-worn-camera system. These costs include costs of statutorily required deputy training and the cost of obtaining services under a program established or approved by, or registered with, the Texas Department of Information Services. *See* Occupations Code, § 1701.654.

County will be responsible for complying with state body-worn-camera law, including the provisions related to deputy training, policy, data retention, release of recordings or other information, and reporting. In an incident involving City, County will provide City's officials and City's attorneys and experts with reasonable viewing of any relevant recordings—including those made by in-vehicle or body-worn cameras—consistent with investigative, law-enforcement, or criminal- or civil-defense requirements, including those in section 1701.660 of the Occupations Code. The Sheriff alone will make all decisions about public or other release of records, including decisions under sections 1701.661–1701.663 of the Occupations Code or the Public Information Act, Texas Gov't Code, chapter 552.

At this Agreement's end or termination and if City has paid all reimbursement amounts under this paragraph, County will transfer the cameras, equipment, software, licenses, and other rights and property associated with the two dedicated deputies' integration into the Sheriff's Office's body-worn-camera program to City—except where the law or a contract prohibits such transfer. If City has not paid all

reimbursement amounts, then County will retain all the equipment, property, and other rights and will not refund reimbursement payments. In other words, City will have the option to complete all reimbursement payments and obtain the equipment and other property and rights or forfeit all claim to them.

2.6 **Reports of Services.** The Sheriff's Office will provide City with written reports of all law-enforcement activity within the City, in form and content that are consistent with the Sheriff's Office's policies and procedures.

2.7 PATROL VEHICLES.

a. **Two Patrol Vehicles.** County will initially provide two Patrol Vehicles to provide law-enforcement services to City. The parties expect to have at least two Patrol Vehicles in service during this Agreement's term. But City may increase or reduce the number of vehicles in service under paragraphs 2.8 and 3.1(f), below.

Patrol Vehicle 1 will be unit #55255, which is the same vehicle as has been in service under the parties' Interlocal Cooperation Agreement for Law-Enforcement Services (October 1, 2013–September 30, 2017). County believes that Patrol Vehicle 1 has a remaining useful life for patrol purposes of approximately two years after April 26, 2017.

A "**replacement Patrol Vehicle**" is a Patrol Vehicle that is purchased or put into service under this Agreement to replace Patrol Vehicle 1 or 2, or an earlier replacement Patrol Vehicle or a new Patrol Vehicle. A "**new Patrol Vehicle**" is a Patrol Vehicle that is bought and put into service under this Agreement and whose addition results in more than two vehicles being dedicated to provide services to City.

County will purchase **Patrol Vehicle 2**. City prefers SUVs. In the cases of Patrol Vehicle 2, a replacement Patrol Vehicle, and a new Patrol Vehicle, "Patrol Vehicle" means the made ready vehicle together with the installed equipment, including the radio, computer, in-car camera system, technology for internet connectivity, all software and updates, and emergency equipment, accessories and decals. County may include radar, in which case the radar will become part of the Patrol Vehicle.

b. **Warranties.** County may purchase and maintain available, reasonably priced, warranty or similar third-party protection packages on Patrol Vehicle 2 and a replacement or new Patrol Vehicle, if any, including the equipment, software, and updates, while each vehicle is in service under this Agreement.

The warranties, if any, that apply to Patrol Vehicle 1 will continue according to their terms. County has no duty to obtain a new warranty or other protection for Patrol Vehicle 1 or to buy or extend a warranty or other protection for Patrol Vehicle 1. If County has the opportunity to purchase or extend protection for Patrol Vehicle 1, then County will confer with City and City may elect to have County purchase the protection or extension and reimburse County for its actual costs.

c. **Insurance.** During the time when a Patrol Vehicle is in service under this Agreement and County has the title to the Patrol Vehicle, or the title is in County's name, County will provide insurance for that vehicle. City will have the related reimbursement obligation set out in paragraph 3.1(e), below.

d. **Maintenance.** County will provide the routine and other maintenance for the Patrol Vehicles, until a Patrol Vehicle is transferred to City.

e. **Transfer.** “Transfer” means the set of acts reasonably necessary to transfer possession and ownership of a Patrol Vehicle to City, including a transfer under paragraph 3.2, below. “Transfer” includes transferring possession of a Patrol Vehicle, as well as transferring the vehicle’s title and ownership of the warranties or third-party protection or maintenance plans that cover the vehicle or equipment being transferred. County will not transfer any property or rights in breach of a contract with another party, such as proprietary licenses or software, incident-reporting systems, or licenses or software that would give City access to county or restricted databases or infrastructure. County will de-badge a vehicle and remove software or electronic data as reasonably necessary to meet County’s obligations to protect criminal-justice or other confidential information before transfer or ensure that a vehicle has been properly de-badged within 15 business days after transfer. County will bear all costs of de-badging a vehicle, if County de-badges it, and of removing software or electronic data. City will bear the costs of transferring a vehicle’s title and all other costs of transfer. The parties intend to comply with chapter 791 of the Government Code and section 263.152 of the Local Government Code related to the disposition of surplus property.

Exception: The equipment in Patrol Vehicle 1 belongs to County. If County transfers Patrol Vehicle 1 to City, then County may remove the equipment, including the computer, radar, light bar, and all other emergency equipment. Alternatively, City may buy some or all of the equipment—except for restricted software or licenses or confidential electronic data—at a price and on terms agreed by the parties at the time of the transfer. City will have 10 calendar days to exercise this option after County

notifies City that Patrol Vehicle 1 is to be removed from service under this Agreement or after City elects to remove Patrol Vehicle 1 from service.

2.8 Patrol Vehicles: Removal from Service or Replacement. A Patrol Vehicle may be removed from service whenever:

a. County determines that a Patrol Vehicle should be removed from service based upon County's vehicle-replacement schedule and policy, which include an assessment of vehicles that have been damaged or been in an accident;

b. City has paid 100% of the Patrol Vehicle's reimbursement amount (including purchase price and price of installed equipment and software and insurance) and City elects to remove the vehicle from service under the Agreement and take ownership and possession of it under paragraph 2.7(e); or

c. a party terminates this Agreement or it ends on its own terms.

County will confer with City about a determination that a Patrol Vehicle needs to be removed from service and replaced for County to continue its performance, and City may agree to a replacement and the related reimbursement terms, comparable to the ones in paragraph 3.1 adjusted for the then-prevailing prices and circumstances. Alternatively, City may elect to increase or reduce the number of Patrol Vehicles dedicated to service under this Agreement. City's election will not alter County's right to full reimbursement for each Patrol Vehicle bought and put into service under the Agreement. Once County has purchased a Patrol Vehicle and dedicated to service under this Agreement, City has the duty to reimburse County.

3. CITY'S OBLIGATIONS.

3.1 **Payments.** City will pay County the reimbursement amounts set out here, including those for the patrol vehicle, maintenance and fuel, and deputies in paragraphs 3.1(a), (b), (c), and (d); insurance in paragraph 3.1(e); replacement or new patrol vehicles in paragraphs 2.8 or 3(f); additional deputies in paragraph 3.1(g); body-worn cameras in paragraph 2.5(b); and in Exhibits A and B, which will include amounts negotiated in contract Years 2, 3, and 4.

a. **Reimbursement Amounts.** City will reimburse County the full cost of Patrol Vehicle 2. Patrol Vehicle 2 costs \$83,987,¹ which is its **reimbursement amount**. Two Patrol Vehicles will ordinarily remain in service under this Agreement, and City may increase or decrease the number of vehicles in service under paragraphs 2.8 and 3.1(f). City will also pay County maintenance-and-operations costs, including fuel, of \$7,000 for each vehicle,² or \$14,000 total, in Year 1. City will also reimburse County for each dedicated deputy's salary at (i) County's current deputy at \$97,948 and (ii) one additional deputy at \$85,630, or \$183,578 total, in Year 1, plus overtime pay as set out in Exhibit A. The new deputy's first year salary and benefits are \$76,377, and the deputy's startup costs are \$9,253, or \$85,630 total. If County hires a licensed peace officer as the second or third deputy, then County will refund \$1,710 to City in training costs. The parties will negotiate the reimbursement amounts in

¹ **Estimate:** The reimbursement amount includes the cost of the make-ready vehicle from the manufacturer, plus the cost of the equipment and software added to make a vehicle a Patrol Vehicle. The cost of Patrol Vehicles 2 and 3 is an estimate as of June 23. The figure will be updated by the time of signing.

² **Estimate:** The maintenance-and-operations costs are an estimate as of June 23. The figure will be updated by the time of signing.

contract Years 2, 3, and 4. City will pay the reimbursement amounts in four, equal, quarterly installments beginning on October 1 of each contract Year.

b. **Contract Year 1.** In contract Year 1, City will pay the following reimbursement amounts:

Patrol Vehicle 1	\$0
Patrol Vehicle 2	\$83,987
Maintenance & Operations 1	\$ 7,000
Maintenance & Operations 2	\$ 7,000
Deputy 1	\$97,948
Deputy 2	<u>\$85,630</u>
Total	\$281,565

Each quarterly payment will be $\$281,565/4 = \mathbf{\$70,391.25}$.

c. **Reimbursement in Contract Years 2, 3, and 4.** The parties will negotiate and agree to the amount of maintenance-and-operations costs and the amount of deputy compensation for City to reimburse County in Years 2, 3, and 4, comparable to the calculations in paragraphs 3.1(a) and (b)—except that the reimbursement amount for the two deputies will be the deputy’s actual salary and benefits, without the start-up costs incurred in Year 1 for the new deputy 2. The parties will try to agree to new terms in writing before October 1 of each year.

d. **Actual-Cost Variances by 10% or More.** At the end of each contract Year, County will evaluate its actual (i) deputy costs and (ii) maintenance-and-operations costs for each Patrol Vehicle. If County’s actual costs for a deputy or a Patrol Vehicle exceeded the agreed-upon amount by more than 10% in a year, then City will reimburse County for the difference between the actual costs and the agreed-upon amount. Upon request, County will provide documentation supporting these additional costs.

If County's actual costs for a deputy or a Patrol Vehicle fell short of the agreed-upon amount by more than 10% in a year and City paid 100% of its reimbursement payments for the contract Year, then County will refund City the difference between the agreed-upon amount and the actual costs.

e. **Insurance.** During the time when County has the title to a Patrol Vehicle, or the title is in County's name, County will provide insurance for that vehicle. In each contract Year, City will reimburse County for the actual cost of providing the insurance. County will bill City for the actual cost of each Patrol Vehicle's insurance.

f. **Replacement or New Patrol Vehicles.** The parties may agree to increase the number of Patrol Vehicles, which County puts in service under this Agreement. If County buys a replacement or a new Patrol Vehicle, then City will reimburse County for such costs in four, equal, quarterly payments on terms parallel to the reimbursement provisions here, but adjusted for the new vehicle type (sedan or SUV), price, equipment costs, and other circumstances.

g. **Additional Deputies.** The parties may agree to increase the number of deputies, which County dedicates to service in City's limits under this Agreement. If County would have to hire a new deputy, then County will provide City with the start-up costs, including costs of training, certification, protective gear, handgun, rifle with optics and magazines, TASER, flashlight, and stipend. If County dedicates an additional deputy, then City will reimburse County for the start-up costs in the first contract year and reimburse County for the deputy's actual salary and benefits for each contract Year, in four, equal, quarterly payments on terms parallel to the other reimbursement provisions here, but adjusted for the new salary and benefits.

3.2 **Damage to, or Failure of, a Patrol Vehicle.** A Patrol Vehicle may suffer damage in an accident, or a component or piece of equipment or software may fail to properly perform.

a. **Relatively Minor Damage or Failure.** If a Patrol Vehicle suffers relatively minor damage or failure, including failure of a component or equipment, then County will use the warranties or third-party-protection plan, if any, or insurance to repair the vehicle and return it to service.

b. **Patrol Vehicle 1.** City has reimbursed County for 100% of Patrol Vehicle 1's cost. Nonetheless, Patrol Vehicle 1 is titled in County's name and County maintains the insurance for it. If County determines, under paragraph 2.8, that Patrol Vehicle 1 should be removed from service before this Agreement's end, then, at City's option, County will transfer Patrol Vehicle 1 to City under paragraph 2.7(e). If Patrol Vehicle 1 is involved in an accident, then County will process the appropriate insurance claim and confer with City about (i) repairing the vehicle and returning it to service under paragraph 3.2(a); (ii) replacing the vehicle under paragraphs 2.8 and 3.1(f); (iii) finding a mutually acceptable vehicle to put into service under this Agreement as a substitute for Patrol Vehicle 1 (including for remaining in service under paragraph 2.1 and which County will eventually transfer to City under paragraphs 2.8 and 2.7(e)); or (iv) reducing the number of Patrol Vehicles under the Agreement, in which case County will make reasonable efforts to provide City with the benefit of its bargain in reimbursing County for Patrol Vehicle 1. County will consider the options of paying insurance proceeds, if any, to City; providing City with a vehicle that is comparable in type, age, and condition to Patrol Vehicle 1 immediately before the accident; or paying

City the fair market value of Patrol Vehicle 1 immediately before the accident, as measured by Kelley Blue Book or similar service.

c. **Patrol Vehicle 2.** Under paragraphs 2.7(a) and 3.1(a) and (b), County will initially purchase Patrol Vehicle 2 and City will reimburse County for the vehicle's cost in four, equal, quarterly payments in contract Year 1. If Patrol Vehicle 2 is involved in an accident, then County will process the appropriate insurance claim and confer with City about (i) repairing the vehicle and returning it to service under paragraph 3.2(a); (ii) replacing the vehicle under paragraphs 2.8 and 3.1(f); (iii) finding a mutually acceptable vehicle to put into service under this Agreement as a substitute for Patrol Vehicle 2 ((including for remaining in service under paragraph 2.1 and which County will eventually transfer to City under paragraphs 2.8 and 2.7(e)); or (iv) reducing the number of Patrol Vehicles under the Agreement, in which case County will make reasonable efforts to provide City with the benefit of its bargain in reimbursing County for the particular Patrol Vehicle. The parties will consider the amount City has paid to County in reimbursement payments for the particular Patrol Vehicle, as well as the Patrol Vehicle's age, condition, miles, fair market value, and expected remaining life immediately before the accident or failure. Under subparagraph (iv), County will consider the options of paying insurance proceeds, if any, to City; providing City with a vehicle that is comparable in type, age, and condition to Patrol Vehicle 2 immediately before the accident; or paying City the fair market value of Patrol Vehicle 2 immediately before the accident, as measured by Kelley Blue Book or similar service.

d. **Replacement or New Patrol Vehicles.** If a replacement or new Patrol Vehicle is involved in an accident, then County will process the appropriate insurance claim and confer with City about a resolution on terms parallel to those in subparagraph (c) in light of the Patrol Vehicle's price, City's total reimbursement payments at the time of the accident, and other relevant circumstances.

3.3 **Case Handling, Fines, and Fees.** As between County and City operating under this Agreement, cases falling within the jurisdiction of the City of Lucas Municipal Court, such as alleged violations of the City of Lucas Municipal Code, which are punishable by fine only or by limited fines, may be filed and handled in the City of Lucas Municipal Court. *See* Code of Criminal Procedure, art. 4.14. In such cases, all fines, penalties, fees, court costs, and similar amounts will be payable to City, as opposed to County, to the extent that the law permits. The Collin County Court, Justices of the Peace: Precinct 3-1 handles Class C misdemeanors (traffic or criminal citations) of state law, which fall under articles 4.11–4.12 of the Code of Criminal Procedure. Otherwise, the criminal jurisdiction of courts over violations of state and local law is governed by chapter 4 of title 1 of the Code of Criminal Procedure. The criminal jurisdiction of federal courts is governed by chapter 211 of title 18 of the United States Code.

3.4 **City's Liaison Officer.** County will confer with City's Liaison Officer—the City Manager of the City of Lucas—with regard to City's performance under this Agreement. The City Manager will oversee City's performance, devote sufficient time and attention to City's performance to reasonably ensure City's compliance with its

obligations, and supervise the City officials and employees who provide City's performance.

3.5 **Maps and Changes to Code of Ordinances.** City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City. City will also notify County of any changes to the City of Lucas Code of Ordinances, which may relate to County's provision of law-enforcement services to City.

3.6 **Cooperation.** City will take reasonable efforts to cooperate with any requests by County for office space and related equipment, including a computer, word-processing software, internet access, and printer, or for a secure parking or storage space for a Patrol Vehicle. County will reimburse City for reasonable expenses resulting from City's cooperation. City will use reasonable efforts to notify County of any expected reimbursable costs before City incurs or pays those costs.

4. NOTICE AND CONFERENCE; SUSPENSION OF SERVICES.

4.1 **Notice & Conference.** If a party believes that the other party has not met, or is not meeting, an obligation under this Agreement, the party will contact the other's Liaison Officer to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other's Liaison Officer in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. The parties should assess a "reasonable time" under the relevant circumstances and with regard to the nature of the issue.

4.2 **Suspension.** If City fails to make a payment as required by this Agreement within 30 days of the due date, County may suspend service until payment is received, or County may terminate this Agreement under paragraph 5.

4.3 **Notice of Suspension.** If County decides that it will suspend service to City for any reason, including for non-payment of any monies under this Agreement, then County will notify City's Liaison Officer by telephone and in writing of the date service will be suspended. County will use reasonable efforts to provide advance notice of at least five calendar days.

5. TERMINATION.

5.1 **Notice & Conference.** Before a party tries to terminate this Agreement, the party must follow the notice-and-conference procedures in paragraph 4.1.

5.2 **Termination by City.** City may terminate this Agreement by giving a minimum of one year written notice to County prior to termination.

5.3 **Termination by County.** County may terminate this Agreement by giving a minimum of one year written notice to City prior to termination.

5.4 **Recoveries & Remedies.** County will make a substantial investment in this Agreement, particularly in purchasing the Patrol Vehicles, staffing the two deputy positions, and, if it happens, implementing a patrol-wide body-worn-camera program and integrating the dedicated deputies into it. City must reimburse County for all Patrol Vehicles purchased for service under this Agreement, regardless of when this Agreement ends or is terminated.

If the Agreement ends before the end of a contract Year, then City must pay a prorated amount of reimbursement for maintenance-and-operations costs and for deputy compensation for the portion during which County provided services. Also, City forfeits its right to a refund caused by a variance under paragraph 3.1(d).

If City terminates the Agreement, then City will make all payments due within 30 days of the termination.

If County terminates the Agreement in contract Year 1, then City may pay the reimbursement amount for the Patrol Vehicles under the terms for repayment in Year 1, even if the parties do not otherwise perform under the Agreement. In other words, if County terminates in contract Year 1, then City's rights to pay reimbursement on the terms of paragraphs 3.1(a), (b), and (f) survive.

Paragraph 2.5(b) will govern the duties related to, and disposition of, all equipment, property, or rights associated with a body-worn-camera program upon this Agreement's end or termination.

If the Agreement is terminated early, then City's sole recourse and remedies are its right to pay only a prorated amount of reimbursement for maintenance-and-operations costs and for deputy compensation for the contract Year of termination; its right to pay the reimbursement amount for the Patrol Vehicles under the terms for repayment in contract Year 1 if County terminates the Agreement in Year 1; its option under paragraph 2.5(b); its vehicle rights under paragraphs 2.7(e), 2.8, 3.1(f), and 3.2; its fee-and-fine rights under paragraph 3.4; its cooperation-reimbursement rights under paragraph 3.7; and its report rights under paragraphs 2.4 and 5.5.

5.5 At this Agreement's expiration or termination, County will provide all reports that are outstanding under paragraph 2.4 within 15 business days of the expiration or termination.

6. LIMITATION OF EXTRAORDINARY REMEDIES. Each party is entitled only to its benefit of the bargain under this Agreement. The parties are not liable to each other for consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. This provision does not affect either party's rights to remedies set out in this Agreement, including the parties' rights in paragraph 5.4 and County's rights to the reimbursement amounts for Patrol Vehicles, for maintenance-and-operations costs and deputy compensation, and for vehicle insurance for all times County performed under this Agreement, or for defense and indemnification under paragraph 8.

7. LIABILITY.

This Agreement is made for the express purpose of County providing law-enforcement services to City, which is a governmental function or service within the meaning of sections 791.003(3)(A) and 791.011 of the Government Code.

By entering or performing this Agreement, City and County waive no sovereign, statutory, or other immunity or limitation of liability. *See* Gov't Code, § 791.006(c).

8. DEFENSE & INDEMNIFICATION.

City is responsible for any civil liability that arises from County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). City will defend, indemnify, and hold harmless County from and against all demands, claims, damages,

losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from County's performance of this Agreement.

"County's performance of this Agreement" means County's provision of law-enforcement and all other services to City under this Agreement, including a deputy's driving to and from patrol duty in City's territorial limits or extraterritorial jurisdiction, providing services within City's limits or extraterritorial jurisdiction, the fresh pursuit of a person or suspect from inside City to an area outside City, complying with a request by City for services under paragraph 2.3, and transporting a person arrested or detained on a charge of committing an offense in whole or in part inside City to a detention center or to a hospital or other health-care facility. "County's performance" does not include a deputy's responding to a call for service outside City's territorial limits or extraterritorial jurisdiction, including a call to assist another deputy or officer who is not performing a service under this Agreement. "County's performance" also does not include a deputy's diversion during driving to or from patrol duty in City.

For purposes of this paragraph 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, County will reasonably cooperate with City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as deputies, employees, or other persons under County's supervision or control.

9. NO THIRD-PARTY BENEFICIARIES.

By entering and performing this Agreement, including the defense-and-indemnity provisions, the parties do not intend to create or confer a benefit on any person or entity, who is not a party to this Agreement. The parties do not intend to create a claim in favor of any person or entity, who is not a party to this Agreement.

To the extent that a party uses insurance or similar coverage or assistance in performing under this Agreement, then “City” and “County” will be interpreted to include the insurance company or other relevant entity.

10. OTHER.

Each party represents and warrants that the person or persons signing this Agreement have the requisite authority under section 791.011(d)(1) of the Government Code.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Government Code or other provision.

Texas law will govern this Agreement and the relationship between, and claims and defenses of, the parties. *See* Gov’t Code, § 791.012.

The parties will treat a photocopy of this agreement as an original copy for all purposes.

11. NOTICES.

A party will send any notice required under this Agreement by the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:
City Manager
City of Lucas
151 Country Club Road

EXHIBIT A
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit A is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County (County) and the City of Lucas (City) dated _____ (the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

1. **Hours of Service.** Pursuant to the Agreement, County will dedicate two deputies to provide law-enforcement services to City. Each deputy will generally provide services to City, within City's geographic and jurisdictional limits, 40 hours per week, with overtime and Time Off as discussed below. County will determine the shifts or days and times for the provision of services.

2. **Vacation, Compensation, Personal and Sick Time.** Each dedicated deputy may use vacation, compensation ("comp"), personal, and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office (Time Off). City acknowledges and agrees that County will not provide alternate personnel during a deputy's Time Off. But County will take reasonable efforts to coordinate the Time Off for the two deputies to provide regular services to City. Otherwise, Time Off does not alter City's obligations under this Agreement. County will notify City of a deputy's scheduled Time Off in advance when possible.

3. **Overtime.** In the event overtime pay is due to a dedicated deputy because of a request by City for particular services under this Agreement, City shall reimburse the County for such overtime pay.

4. The parties will review and evaluate this Exhibit's terms and provision each quarter. The parties may change or edit these terms as agreed.

EXHIBIT B
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit B is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County (County) and the City of Lucas (City) dated _____ (the Agreement), and has the same force and effect as if originally written into the text of the Agreement.

Under this Agreement, County will purchase and provide Patrol Vehicles 2 and 3 to provide law-enforcement services to City. Depending on circumstances, County may buy and dedicate a replacement or new Patrol Vehicle as well. In the case of Patrol Vehicles 2 and 3, and a replacement or new Patrol Vehicle, a “Patrol Vehicle” means the vehicle together with the installed equipment, including computer, radar, camera, emergency equipment, technology for internet connectivity, and all software and updates, if any. City prefers SUVs as Patrol Vehicles 2 and 3. “Maintenance-and-operations costs” include fuel costs.

1. In **contract Year 1**—October 1, 2017 to September 30, 2018—City will reimburse County for the full cost of Patrol Vehicles 2 and 3, the maintenance-and-operations costs, and the compensation for the dedicated deputies. City will pay the following reimbursement amounts in four, equal, quarterly payments:

Patrol Vehicle 1	\$0
Patrol Vehicle 2	\$83,987
Maintenance & Operations 1	\$7,000
Maintenance & Operations 2	\$7,000
Deputy 1	\$97,948
Deputy 2	<u>\$85,630</u>
Total	\$281,565

Each quarterly payment will be $\$281,565/4 = \mathbf{\$70,391.25}$.

City will pay overtime reimbursement as set out in Exhibit A.

County pays its sheriff’s deputies in Patrol:

Starting	\$76,377
mid	\$87,164, and
max	\$97,951. ³

³ **Note:** These figures were current as of June 23, 2017.

New deputy's salary/benefits	\$76,377
Deputy startup cost	\$3,210
Plate carrier w/pouch	1,277
Helmet	539
Tourniquet w/ holster	65
Stipend	600
TASER	1,387
Flashlight	125
Handgun	409
Handgun ammunition	50
Rifle, optics, case, 6 mags	1,404
Academy ammunition	<u>187</u>
	\$85,630

City intends to reimburse County for the costs associated with dedicating two deputies to provide services under this Agreement. As of June 23, 2017, the annual salary and benefits of the deputy, who served City under the parties' Interlocal Cooperation Agreement for Law-Enforcement Services (October 1, 2013–September 30, 2017), was \$97,948. This deputy will continue to provide services under this version of the Agreement. County will also hire one new deputy, whose annual salary and compensation will be \$76,377, with \$9,253 in startup costs, for a total of \$85,630. If a new deputy is already a licensed peace officer, County will refund \$1,710 in training costs.

At the end of the contract Year, County will evaluate its actual costs for each deputy and maintenance-and-operations costs for each Patrol Vehicle. If County's actual costs exceeded the agreed-upon amounts by more than 10% in that year, then City will reimburse County the difference between the actual costs and the agreed-upon amount. If City reimbursed County for 10% more than County's actual costs, then County will refund the difference.

Lastly, City will reimburse County for its actual costs in insuring each Patrol Vehicle under paragraph 3.1(e).

2. In **contract Year 2**—October 1, 2018 to September 30, 2019—City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2018, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract

Year 2 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 2 and will try to agree to them in writing before October 1, 2018.

3. In **contract Year 3**—October 1, 2019 to September 30, 2020—City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2019, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract Year 3 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 3 and will try to agree to them in writing before October 1, 2019.

4. In **contract Year 4**—October 1, 2020 to September 30, 2021— City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2020, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract Year 4 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 4 and will try to agree to them in writing before October 1, 2020.



Contract Amendment ELEVEN (11)

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 10/1/2018
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.:		<u>2008-010-01-08</u>
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. <u>2017-820-10-09</u>
Contract Amendment No.:	<u>11</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2018, continuing through and including September 30, 2019 at the below rate:

Total amount for fiscal year 2019: \$ 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

655 Country Club Rd.

Lucas, TX 75002

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

SIGNATURE _____
TITLE: _____
DATE: _____

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.:			<u>2008-010-01-08</u>
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.	<u>2017-820-10-09</u>

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

MAYOR
9-21-17

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:

10/11/17

***FIRST AMENDED INTERLOCAL AGREEMENT
FOR THE FACILITY CONSTRUCTION AND USE OF
AN ANIMAL SHELTER IN COLLIN COUNTY***

This Interlocal Agreement for the Use of an Animal Shelter in Collin County (“Agreement”) is entered into between Collin County the City of Lucas (sometimes hereinafter collectively referred to as “Parties” or individually referred to as “Party”) through their duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all Parties hereto (“Effective Date”). This Agreement supersedes and replaces all prior agreements between the parties regarding the construction and use of the animal shelter in Collin County.

RECITALS

WHEREAS, Collin County (“County”) has identified the need to operate an animal shelter in the County for their mutual benefit; and

WHEREAS, the Parties desire to cooperate in operating and maintaining an animal shelter in accordance with Texas law and in a manner intended to realize greater efficiencies in the expenditure of limited public funds; and

WHEREAS, the Parties have agreed to cooperate in the financing of the maintenance and operation of an animal shelter; and

WHEREAS, the Parties have each adopted a resolution supporting the creation of an animal shelter in Collin County to assist in the sheltering and care of the Parties’ homeless domestic animals; and

WHEREAS, the Parties believe at this time it is necessary, appropriate, and in their mutual best interests to express in this Agreement their respective duties, responsibilities, and covenants by and between each Party with respect to the animal shelter; and

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized

governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its charter; and

WHEREAS, each Party has agreed that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. **Definitions.** For purposes of this Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:
 - (a) **Agreement**—this Agreement together with all attachments and schedules appended hereto.
 - (b) **City**—the City of Lucas
 - (c) **County**—Collin County, Texas.
 - (d) **Quarterly Payment**—Payments made to the County by the City on a quarterly basis.
 - (e) **Shelter**—the animal shelter facility, including all buildings and structures located on the Shelter Site, utilized for purposes of housing and/or treating animals on behalf of the Parties.
 - (f) **Shelter Services**—the scope of services to be provided at the Shelter, as further described and shown on the attached “Exhibit A”.

2. **Parties.** The Parties to this Agreement (“Parties”) are Collin County and the City of Lucas.

3. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.

4. **Initial Term/Renewal Term.**
 - 4.01 **Initial Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years, unless terminated earlier as provided in this Agreement or by law.

 - 4.02 **Automatic Renewal Term(s).** Unless terminated in accordance with this Agreement or by law or modified because of additional construction, this Agreement will automatically renew for a term following the Initial Term, unless a Party expressly declines automatic renewal. The duration of the renewal term shall be for a period of (1) year, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties, and shall continue from year to year until such time as the Parties explicitly determine not to renew this Agreement. A Party may decline to automatically renew this Agreement at any time during or after the Initial Term, provided that such Party notifies all other Parties in writing of its intent to decline automatic renewal one-hundred eighty days (180) prior to the automatic renewal date.

5. **Housing Limitations.** If the Shelter reaches capacity it will stop accepting animals. If the Shelter reaches capacity, the County will use reasonable efforts to place any of the Party's excess animals in alternate Shelter locations.

6. **Shelter Workers.** Unless otherwise agreed to by the Parties, the persons employed to work at the Shelter shall be County employees, subject to the exclusive direction and control of the County. The County shall be responsible for all wages, benefits and taxes associated with all of the Shelter workers. Actions of the Shelter workers will not create any liability to the Cities.

7. **Shelter Services.** The scope of services to be provided at the Shelter is more fully defined in "Exhibit A". If at any time a Party believes that the County, or any City operating the Shelter, has failed to adequately provide appropriate Shelter Services, that Party shall provide written notice of the alleged deficiency to all other Parties to this Agreement. Once notified, the County, or City operating the Shelter, shall have a reasonable amount of time, which shall

be no more than six (6) months, to address the complaining Party's claim. The failure of the County, or City operating the Shelter, to appropriately address a Party's complaint concerning inadequate Shelter Services, after notice and an opportunity to cure, shall be treated as a material breach of this Agreement pursuant to Section 10.

8. **Total Fees** The total cost of Animal Sheltering for FY08 (includes all fees associated with Sheltering) to be paid by to the County will be FOURTEEN THOUSAND FIVE HUNDRED AND SEVENTY DOLLARS AND NO CENTS (\$14,570.00). Payments are to made quarterly.
9. **Renewal Rates** The Animal Sheltering fee amount for each subsequent fiscal year will be sent to the City no later than 90 days before the end of the fiscal year in the form of a statement accompanied by a renewal contract that must be signed and returned no later than 60 days before the end of the fiscal year.
10. **Nonappropriation.** Notwithstanding any other provision(s) to the contrary in this Agreement, the Parties specifically recognizes that the continuation of this Agreement after the close of any given fiscal year shall be subject to approval by the governing body. The Parties expressly agree that this Agreement shall automatically terminate, without any penalty or liability to participating City, in the event the governing body of such City fails to approve or appropriate funds for any continuation period of this Agreement.
 - 10.01 **Notice of Non-appropriation.** If for any fiscal year Party fails to appropriate or commit funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, Party shall promptly give written notice to all other Parties of the non-appropriation of funds. Party shall make a reasonable effort to ensure that funds are appropriated to fully perform its obligations under this Agreement. Party shall provide all other Parties with at least sixty (60) days' notice of such Party's intent to not appropriate the funds necessary to satisfy its obligations under this Agreement.
 - 10.02 **Loss of Rights.** Any Party who fails to fully appropriate the funds necessary to cover such Party's obligations under this Agreement shall, upon the effective date of such non-appropriation, immediately lose all rights to house any animals in the Shelter or have any use thereof.

11. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.
- 11.01 **Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.
- 11.02 **By the County.** If a Party fails or refuses to make its Quarterly Payments as required by this Agreement, the County, upon consultation with the Operating Committee, may terminate this Agreement as to that Party by giving notice in accordance with section 13.15 of this Agreement. A Party that receives notice of termination through this subsection will have sixty (60) days to become current with its Quarterly Payment obligation and avoid termination of its rights through this Agreement. If a Party's rights are terminated because it has failed or refused to make its Quarterly Payments as required under this Agreement, such Party shall not be entitled to a refund of any payments made prior to termination.
- 11.03 **By a City.** The City may voluntarily terminate its rights and obligations under the Agreement, if at any time the City determines that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one hundred eighty (180) days' notice of its intent to terminate its rights and obligations under the Agreement to all other Parties. No prior payments shall be refunded to the City that voluntarily terminates its rights and obligations under this Agreement, and all payments made prior to termination shall be exclusively used in accordance with the terms of this Agreement.
- 11.04 **Non-appropriation of funds.** The County may cease all operation of the Shelter and thereby terminate this Agreement if Party fails to appropriate the funds necessary to perform its obligations under this Agreement and such non-appropriation losses cannot be mitigated adequately by efforts of the County, in consultation with the Operating Committee, and such non-appropriation results in a lack of committed funding for the continued operation of the Shelter. In such event, the County shall provide all Parties with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused because of a Party's non-appropriation of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the use of the Shelter.

12. **Additional Rights Upon Default.** This Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party to remedy such breach. Such rights upon breach shall be supplemental to those procedures set forth in Section 12 below. The Parties hereby expressly waive their immunity from suit and for liability and/or damages in connection with any actions brought by another Party to this Agreement solely to enforce a term of this Agreement.

13. **Dispute Resolution Process.**

13.01 **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures (“Dispute Resolution Process”).

13.02 **Notice.** The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within a reasonable time as may be determined by the circumstances alleged.

13.03 **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to effect an agreed resolution of the issue.

13.04 **Second Resolution Meeting.** If the Parties’ designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.

13.05 **Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties’ respective governing boards. If approval of the writing is

obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

13.06 **Unsuccessful Resolution.** If the Parties are unable to reach a resolution of the dispute within a reasonable time, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

14. **Miscellaneous.**

14.01 **Interpretation of Agreement.** Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.

14.02 **Administration of Agreement.** The County shall administer this Agreement on behalf of the County. The City Council of City of Lucas shall administer this Agreement on behalf of the City. Each Party may designate a new administrator on written notice to the other.

14.03 **Governing law.** This Agreement shall be governed by the laws of Texas without regard to the principles of conflict of laws.

14.04 **Venue.** Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

14.05 **Non-Assignability.** A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

14.06 **Notices.** Any notice or request required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the respective Parties at the address set forth for each Party below, or any other address which the respective Parties hereafter may designate in writing to the other party for such purposes, and such notice or request shall be deemed to have been duly given if (1) delivered personally to such Party, or to an officer or duly authorized agent of such Party; or (2) served by enclosing the request or notice in a registered or certified mail, with return receipt requested, postpaid envelope properly addressed to the Party to be notified

and depositing the envelope in a post office or official depository under the care and custody of the United States Postal Service; or (3) delivered by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it is received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For Collin County, Texas:

Keith Self, Collin County Judge
210 S. McDonald Street, Suite 626
McKinney, Texas 75069

For the City of Lucas, Texas:

Bill Carmickle, Mayor
151 Country Club Road
Lucas, Texas 75002-7663

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to all other Parties.

14.07 **Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

14.08 **Non-waiver.** Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

14.09 **Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this

Agreement from their respective governing boards in compliance with the laws of the State of Texas.

14.10 **Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

14.11 **Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the Shelter by the Parties shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon Shelter Site defects.

14.12 **Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

14.13 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

14.14 **No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

DATED to be effective this the 6th day of December, 2007.

COLLIN COUNTY, TEXAS
210 S. McDonald Street, Suite 626
McKinney, Texas 75609

BY: 
Keith Self

TITLE: County Judge

DATE: 1/11/08

CITY OF LUCAS, TEXAS
151 Country Club Road
Lucas, Texas 75002-7663

BY: 
Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007



ATTEST: Georgia D. Shepherd

TITLE: Administrative Secretary

ATTEST: Kathy Mayo

TITLE: City Secretary

Animal Shelter – Scope of Services

- Public Operating days/hours – 9a-6p M-F, 10a-2p Saturday and closed to the public on Sunday (Personnel on site for 3-4 hours on Sunday for cleaning, feeding and care only).
 - 4 Animal Control Officers – 160 hours per week total
 - 1 Shelter Supervisor – 40 hours per week
 - 1 Administrative Assistant/Dispatcher – 40 hours per week
- 24/7 access to McKinney and Frisco ACOs for live animal drop-off.
 - 24/7 access to small freezer for deceased, small animals.
 - 24/7 access to large freezer for deceased, large animals.
- House, feed and care for (or locate appropriate care and housing for) any type of animal surrendered to the shelter, ensuring that their basic needs are met.
- Hold received animals for 5 days.
 - Verify current rabies vaccination for all owner-reclaimed animals.
 - Arrange for vaccination of non-vaccinated animals prior to release from the shelter.
 - Microchip and enroll in national database all un-chipped, owner reclaimed animals prior to leaving the shelter.
 - Counsel and provide information on the importance of spay and neuter to all affected owners reclaiming animals.
 - Pre-evaluate for adoption potential – advise SPCA of findings (contract with SPCA to come to the shelter on a daily basis to collect non-reclaimed, adoptable animals after their 5-day holding period has expired).
 - Humanely euthanize, in accordance with law, animals not selected for adoption and not reclaimed by owner.
 - Dispose of, in accordance with law, all euthanized animals.
- Reduce disease transmission between animals by placing animals suspected of communicable illness in a separate isolation area.
- Place animals involved in biting incidents in rabies quarantine area and observe for signs of rabies for the specified amount of time.
- Build and maintain a database of information about each animal that enters and leaves the shelter.
 - Using the same records input by McKinney and Frisco ACOs (if on the same computer system) continue to build the record with information about the animal during its stay in the shelter and finalized with detailed information regarding the final disposition of the animal.
 - Produce reports for each entity detailing information about animals sheltered and final dispositions.



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>2017-014-10-09</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:

[Handwritten Signature]
MAYOR
9-21-17

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:

[Handwritten Signature]
10/11/17

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services (“Agreement”) is entered into by and between Collin County, Texas (sometimes referred to herein as the “County”) and the City of Lucas (sometimes hereinafter referred to as “City Party” or “City” or “Party”) through their duly authorized officers and/or governing boards. This Agreement shall be effective on the date when approved and executed by both Parties hereto (“Effective Date”).

R E C I T A L S

WHEREAS, the County is authorized to provide animal control services within the County, including but not limited to vaccination of animals, reporting of human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, prohibition of dogs running at large and of inhumane treatment of animals, and other related services; and to prescribe penalties for violation of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health & Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the City Party to this Agreement is separately authorized to provide animal control services pursuant to Chapters 822, 825 and 826 of the Texas Health & Safety Code, in addition to such authority that may be granted under their home-rule charters (as applicable); and

WHEREAS, pursuant to their authority as vested by the Interlocal Cooperation Act, ch. 791 Texas Government Code, the County and City Party have agreed to cooperate in the provision of animal control services to residents of the City Party; and

WHEREAS, the County and City Party seek to set forth in this Interlocal Agreement their respective obligations, responsibilities and duties regarding certain animal control services covered by this Agreement; and

WHEREAS, each Party to this Agreement represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its municipal charter. Further, each Party represents and warrants that any compensation to be made to any other Party as set forth in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described herein, and are made from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are

hereby acknowledged, the Parties do hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.
2. **County Obligations.** In consideration for the promises of the City Party and payment of the sums hereinafter set forth, the County agrees to perform those animal control services as are expressly set forth in the documents entitled "Scope of Services" which is attached hereto as Exhibit "A" and incorporated herein by reference.
3. **City Obligations.** In consideration for the performance of the animal control services detailed in Exhibit "A" by County, City agrees to:
 - 3.1 make payment to the County in the respective amounts as set forth in the spreadsheet attached as Exhibit "B" hereto from funds appropriated in the current fiscal year budget of such Cities. City's payment shall be made on a quarterly basis to the County during the term of this Agreement and any renewal terms, with the first quarterly payment to be made within ten (10) days from the receipt of an invoice from the County, such invoice expected to be issued approximately thirty (30) days prior to the completion of the new County Animal Shelter. It is anticipated that the County Animal Shelter will be completed in June 2006. City agrees that any payment due to the County hereunder which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Section 2252.025, Tex. Gov't Code) from the date due until paid;
 - 3.2 pay the sum of SIXTEEN THOUSAND FOUR HUNDRED AND THIRTY DOLLARS AND NO CENTS (\$16,430.00) for Animal Control Services for FY08. (The Animal Control fee amount for each subsequent fiscal year will be sent to the City no later than 90 days before the end of the fiscal year in the form of a statement accompanied by a renewal contract that must be signed and returned no later than 60 days before the end of the fiscal year).
 - 3.3 amend their animal control Ordinances as necessary to conform such Ordinances with the services outlined in Exhibit "A" hereto (including the duly adopted animal control policies established by the County), so as to avoid any conflict with the terms of this Agreement.
4. **City Rights Preserved.** Nothing in this Agreement shall divest, diminish or affect the City Party's authority to issue notices of violations and court citations for alleged violations of City Ordinances, however City delegates to County the authority to perform the animal control services described in Exhibit "A" hereto on the City's behalf and as the City's agent in the provision of such services.
5. **Term / Renewal Terms.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless terminated earlier as provided in this Agreement or

by law. Unless terminated in accordance with this Agreement or by law, upon expiration of the initial term, this Agreement shall renew automatically for renewal terms of one (1) year upon the same terms and conditions, subject to the Parties' right to terminate due to the failure of their governing boards to appropriate funds in amounts sufficient to compensate the County for the continuation of the services described in Exhibit "A". Prior to each renewal of this Agreement, the County shall prepare and circulate a new budget and cost-sharing spreadsheet indicating the proposed cost to each City for continued participation in this Agreement for animal control services. Prior to or on the renewal date(s), each City shall make its quarterly payment to the County for the continuation of animal control services for the renewal term. The remaining terms and conditions of this Agreement shall continue in force and effect unless amended by the Parties in the manner set forth herein.

6. **Animal Control Account.** The County shall designate, create and maintain an account within its financial records and accounts for purposes of reflecting the payments made by the City Parties in connection with this Agreement, as well as the disbursements made by the County in connection with the animal control services provided to the City Party as more fully described in Exhibit "A"; however, no City shall have any right to a refund of any amount paid to County for the animal control services provided by County except as set forth in section 9.3 herein.

7. **County Records.** The County shall keep such books and records as is necessary to fully and accurately account for the deposit and disbursement of funds from the Animal Control Account as well as the services provided by County as set forth in Exhibit "A" which shall be made available to any Party upon request.

8. **Notice of Nonappropriation.** If, for any fiscal year, City's governing board fails to appropriate funds in amounts sufficient to pay the County for the performance of its obligations under this Agreement such City shall promptly give notice to the other Parties of the nonappropriation of funds. City shall make a reasonable effort to ensure that funds are appropriated to fully perform on its obligations as set forth in this Agreement. City shall endeavor to provide the other Parties with at least one hundred twenty (120) days notice of its intent not to appropriate the necessary funds for the City's performance of its obligations under this Agreement.

9. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.

9.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.

9.2 **For Nonappropriation of funds.** If Party fails to appropriate the funds necessary to for such Party's performance of its obligations under this Agreement and such nonappropriation cannot be mitigated adequately by efforts of the County in adjusting its budget for continued performance of animal control services, the County may cease the provision of animal control services to the City Party thereby terminating this Agreement. In

such event, the County shall provide Party with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused through any Party's nonappropriation of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the provision of animal control services on the City Parties' behalf.

9.3 By the County. The County may terminate this Agreement with reasonable advance written notice to the City Party of its intent to do so in the event the costs and expenses of providing such services exceeds and/or is reasonably forecasted to exceed by Twenty-Five percent (25%) or greater the aggregate payments provided by the City Party and the County for such services as such amounts are referenced in the spreadsheet attached Exhibit "B" hereto. Likewise, the County shall have the right to terminate this Agreement during any renewal terms in the event the costs and expenses to the County for providing such services exceed and/or is reasonably forecasted to exceed by Twenty-Five percent (25%) or greater the then applicable budget for the provision of such services during such renewal term. In the event the County exercises its rights to terminate this Agreement under this section and County is in possession of unexpended payments contributed by the City Party, then after County has absorbed those expenses necessary in reducing its workforce and other termination-related expenses, the County shall, within a reasonable time, refund to the City Party the unspent portion of their payments on a pro rata basis in proportion to the amounts paid by City, respectively, for services during such term.

9.4 By a City. City may terminate this Agreement: 1) for cause in the event the County fails to perform any of its obligations as set forth herein, including the scope of services listed in Exhibit "A" after providing written notice to the County and a reasonable opportunity to cure such defect in performance; and/or 2) due the City's failure to appropriate funds in amounts sufficient to meet its obligations hereunder.

10. **Additional Rights Upon Default.** Following exhaustion of the dispute resolution process set forth in section 11 below, this Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party for damages incurred as a result of such breach. The successful Party in such litigation shall be entitled to a recovery of its costs and attorneys' fees.

11. **Dispute Resolution Process.**

11.1. Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").

11.1.1. Notice. The aggrieved Party shall notify the responding Party of the dispute, by way of a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

11.1.2. First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

11.1.3. Second Resolution Meeting. If the Parties' designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.

11.1.4. Successful Resolution. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties' respective governing boards. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other the subject matter submitted to the Dispute Resolution Process.

11.1.5. Unsuccessful Resolution. If the Parties are unable to reach a resolution of the dispute within a reasonable time, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

12. **Miscellaneous.**

12.1. Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

12.2. Administration of Agreement. The County shall administer this Agreement on behalf of the County. The City Council of Party City shall administer this Agreement on behalf of City. Each Party may designate a new administrator on written notice to the other.

12.3. Governing law. This Agreement shall be governed by the laws of Texas, without regard to the principles of conflict of laws.

12.4. Venue. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

12.5. Non-Assignability. A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

12.6. Notices. Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same in person to such Party, or to an officer of such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within 10 business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For the County:

Keith Self, Collin County Judge
Collin County Government Center
210 S. McDonald, Suite 626
McKinney, Texas 75069

For the City of Lucas, Texas:

Bill Carmickle, Mayor
151 Country Club Road
Lucas, Texas 75002-7663

However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

12.7. Severability. Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

12.8. Non-waiver. Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

12.9. Authority of Signatories. The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from

their respective governing boards in compliance with the laws of the State of Texas.

12.10. Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

12.11. Retention of Defenses. The Parties agree that, neither this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including claims related to the animal control services provided by County hereunder. Notwithstanding each Party's acknowledgment that this Agreement is duly authorized, validly existing and binding on all Parties hereto, the Parties agree that no Party has waived its sovereign immunity to the claims of third parties by entering into and performing its obligations under this Agreement.

12.12 Modification. If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

12.13. Entire Agreement. This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

12.14. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

12.15. No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

DATED to be effective this the 6th day of December, 2007.

COLLIN COUNTY, TEXAS

210 S. McDonald Street, Suite 626
McKinney, Texas 75009

BY: *Keith Self*
Keith Self

TITLE: County Judge

DATE: 1/11/08

ATTEST: *Georgia D. Duphard*

TITLE: Administrative Secretary

CITY OF LUCAS, TEXAS

151 Country Club Road
Lucas, Texas 75002-7663

BY: *Bill Carmickle*
Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007

ATTEST: *Kathy Wilson*

TITLE: City Secretary

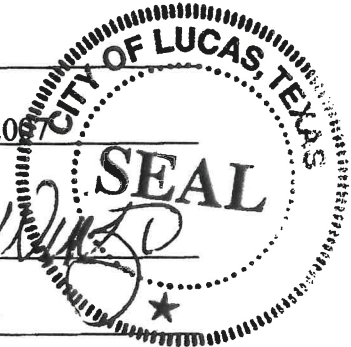


EXHIBIT "A"

Animal Control – Scope of Services

- Normal Operating days/hours – 8a-5p M-F.
 - 3 Animal Control Officers - 6,240 hours per year less vacation, holiday, sick and administrative leave
 - 1 Animal Control Supervisor – 2,080 hours per year less vacation, holiday, sick or administrative leave
- 24 hour/7 day on-call services for emergencies. The following situations will be considered emergencies:
 - Any/all Fire and Police/Sheriff calls for assistance
 - Provide support to police/Sheriff personnel when called for assistance in cases that may include estrays. This includes all aspects from capture and impoundment to final disposition.
 - Personnel responding to stray calls shall be trained and equipped to handle euthanasia.
 - Gravely injured animal.
 - Vicious/dangerous animal.
 - Animal attack/bite against a human.
 - Livestock loose/Estray.
 - Suspicion of rabid animal.
- Response times: 45-minute response time to calls (measured from time of call to arrival on scene) – in general. Circumstances may arise to delay response time (i.e., inclement weather, prior calls, heavy call volume, travel to remote locations, etc.). If 45-minute response time cannot be met, the responding officer shall provide a reasonable estimated time of arrival. Maximum response time of 2 hours.
- Shall comply with the regulations contained in the most recently adopted Collin County Rabies/Animal Control Regulations Court Order (currently 96-117-02-26), most recently adopted Additional Provisions to the Rabies/Animal Control Regulations (currently 97-544-08-11), and the most recently adopted Prohibition of Possessing Wild Animals in Unincorporated Areas Court Order (currently 97-641-09-22 attachment A); and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes. Compliance shall include but not be limited to the regulations/codes listed.
- Enforce the most recently adopted Collin County Animal Control Regulations (currently 96-117-02-26, 97-544-08-11 and 97-641-09-22).
- Enforce Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes and definitions included in the Parks and Wildlife Code, Chapter 71.001. This shall include animals in the above statutes plus skunks, raccoons and snakes.
- Investigate and respond to all covered complaints.

- Enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges. Appear in Court as State's witness in all cases filed.
- As needed or required by law, perform humane destruction of animals in the field and removal of carcasses. Shall remain at scene with animal until verified destroyed.
- Submit any suspect animal's head to Department of State Health Services for rabies diagnosis, in the event of human contact.
- Capture of stray injured or aggressive animals as described in the most recently adopted Animal Control Ordinance and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes on a complaint basis.
- Provide monthly activity reports, per entity, showing activity of services provided during pervious month. Submit to each entity an annual audit report detailing services for the pervious twelve (12) month period, no later than March 31st of each year. The report shall include, but not be limited to, the following: date/time/destination of call, type of call, and any/all actions taken.



City of Lucas City Council Agenda Request October 4, 2018

Item No. 04

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Public hearing to consider amendments to the City's land use assumptions, capital improvements plan and impact fees.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct public hearing
- C. Take action regarding amendments to the City's land use assumptions, Capital Improvement Plan and impact fees.

Background Information

The City began the process of updating the Comprehensive Plan, Capital Improvement Plan, and land use assumptions in 2014. The Comprehensive Plan was approved by the Planning and Zoning Commission in February 2017. The Planning and Zoning Commission was also given the Capital Improvement Plan for review in 2017, and all changes recommended by the Commission were incorporated into the document. The only changes to the Capital Improvement Plan since that date are progress on projects and updated timeframes for projects.

With the updated land use assumptions from the Capital Improvement Plan the impact fees have changed.

Current adopted impact fees are:

- **Road Service Unit of \$1,037.74 per vehicle mile**
(For example, to calculate the impact fee for a single-family home, take the service unit of \$1,037.74 x 4.24 per development unit equaling an impact fee of \$4,400.00)
- **Water Service Unit of \$3,928.57**
(For example, to calculate the impact fee for one-inch water meter take the service unit of \$3,928.57 x 1.4 the AWWA meter ratio equaling an impact fee of \$5,500.00)

The amended maximum impact fees for road and water are as follow:

- **Road Service Unit of \$2,133.77 per vehicle mile**
(For example, to calculate the impact fee for a single-family home, take the service unit of \$2,133.77 x 4.24 per development unit equaling an impact fee of \$9,047.18)
- **Water Service Unit of \$3,473.00**
(For example, to calculate the impact fee for one-inch water meter take the service unit of \$3,473.00 x 1.4 the AWWA meter ratio equaling an impact fee of \$4,862.20)



City of Lucas City Council Agenda Request October 4, 2018

Item No. 04

Attachments/Supporting Documentation

1. CIP
2. Impact fee
3. Planning and Zoning Commission Report on updates to the CIP

Budget/Financial Impact

NA

Recommendation

The Planning and Zoning Commission **recommended** the following staff proposed recommendations:

- **Road Service Unit of \$1,188.21 per vehicle mile**
(For example, to calculate the impact fee for a single-family home, take the service unit of \$1,188.21 x 4.24 per development unit equaling an impact fee of \$5,038.01)
- **Water Service Unit of \$3,473.00**
(For example, to calculate the impact fee for one-inch water meter take the service unit of \$3,473.00 x 1.4 the AWWA meter ratio equaling an impact fee of \$4,862.20)

Water Impact fees would decrease slightly, and road impact fees would have a slight increase. This would keep the City at three percent or less of the project cost for all City fees.

Motion

I make a motion to approve/deny amendments to the City's land use assumptions, capital improvements plan and impact fees with the following changes:

- Road Service Unit of \$1,188.21
- Water Service Unit of \$3,473.00

CITY OF LUCAS
CAPITAL IMPROVEMENT PLAN
From 2016 To 2031

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Introduction

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

The CIP is a five-year planning document adopted by the City Council to for capital improvements related City roadway and trail drainage system as well as for the water system infrastructure and facilities. The CIP is not to be confused with the Capital Improvement Budget. The Capital Improvement Budget is prepared each year in conjunction with the annual Operating Budget. It generally includes only those projects from the first year of the CIP funded during the current year and will address additional capital needs that are not included in the CIP, such as equipment and vehicles as recommended by the Vehicle Replacement Committee.

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

Typically, the life expectancy of a capital project is 20 years, but it depends on the classification of the asset. Examples of capital projects include construction or expansion of public buildings, the acquisition of land for public use, planning, water system improvements, sewer mains as defined in the wastewater plan, engineering costs, and street and drainage construction. Example of an enhancement to a fixed asset would be reconstruction or reconditioning of streets.

Goals

The following goals help to insure consistence in establishing CIP:

1. Preserving public health, welfare, and safety - providing the basic services that ensure public health, welfare, and safety is the fundamental responsibility of local government.
2. Anticipating the demands of growth - when related to the comprehensive plan, the capital improvement planning process works to anticipate investments in community facilities and infrastructure which are needed to serve or shape the pattern of growth and development.
3. Supporting economic development - having sound fiscal health, high-quality facilities, and services are attractive to business and potential residents. New corporate investment and reinvestment in a community may be influenced by improvements that enhance the quality of life for their labor force. Private decisions that bring jobs to an area and new taxes to a community are based not only on availability of water and sewer but also upon the quality of schools, public safety, recreational opportunities, and many other services. The City of Lucas has identified two areas for commercial development that are located on its peripheral boundaries to complement the high quality of life and not hinder or negatively impact the quality of life.

4. Developing a fair distribution of capital costs - the CIP process allows for public discussion of the preferred means of distributing capital costs over time. Funding strategies to consider include:
 - a. Annually, the City earmarks funds in the unrestricted fund balance to save for future projects.
 - b. Issuance of debt that is paid by both existing and future users of the facility.
 - c. User fees may be deemed more appropriate than property taxes.
 - d. Federal or state funds may also be available to help finance specific projects.

The CIP process can promote discussion of funding strategies.

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

Development Process

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

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

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

The CIP will be submitted to City Council for review, revision, and approval. It will be reviewed and revised annually to include updated information.

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

Financing Programs - recognizing that long-term debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected longevity which equal or exceed the average length of the debt issue. Impact fees, assessments, pro-rata charges, or other fees may be used to fund capital projects.

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

Capital Improvement Plan (CIP) 2016-2020

Departments will include as part of their project proposal:

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

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

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

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

Project Criteria

The evaluation of proposed capital projects will be in accordance with the following criteria:

1. Public Health, Safety, and Welfare - projects improving the public health, safety, and welfare of the community will be rated with highest priority. Projects must demonstrate the benefit provided to the community and possible risks from not completing the project. Compliance with state and federal mandates fall under this category.
2. Quality of Life - projects enhancing the quality of life enjoyed by citizens, such as equestrian and hiking trails throughout the city, will receive a high priority.
3. Funding - funding availability considerations are included when ranking projects. Grants and funding partnerships are considered first followed by operating revenues, fund balance, and debt. Debt may be issued to fund capital projects after alternative funding sources are exhausted.
4. Economic Development - projects enhancing and promoting the establishment of commercial business with the best use for a parcel of land that is zoned commercial will be given the highest priority.

CIP Amendment

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

Any plan must be based upon an estimate of certain characteristics. These characteristics may change and vary from time to time and when they do, the CIP should be updated. It may require that certain proposed improvements be implemented immediately or even delayed. Further, this plan is meant to be flexible. It is to be used as a tool to help establish a course of action.

CIP Project Prioritization

Using the criteria identified in the Project Criteria section of this document will assist staff and ultimately the elected officials in rating each project to facilitate prioritization. There are various rating schemes available for establishing capital improvements priorities. The following set of standards are used as the evaluation method for the City:

- **High** - essential capital improvements are projects needed to promote and/or protect the public welfare and safety. Projects classified under this category are projects of the highest priority.
- **Routine** - necessary capital improvements are projects which are needed for the convenience and conservation of endangered resources, or for the completion of partially completed projects. Projects of this type include improvements which are considered necessary for a progressive growing community and for problems that do not negatively impact public welfare.
- **Low** - desirable capital improvements are projects which protect property, replace obsolete

facilities, reduce operating costs and add to the attractiveness of the community. Projects of this type are not considered high priority and may be delayed or removed from the CIP as funding changes. Conversely, these types of projects can be brought forth when budget surpluses or additional funding sources are identified.

- **Deferrable** - these capital improvements are projects of the lowest priority. These projects can be postponed or eliminated from the CIP because of cost, timing, or need.

Roadway and Trail Project CIP At-A-Glance

The following table is a quick reference guide that summarizes the CIP Roadway and Trail Projects. It indicates the fiscal year in which the project is scheduled to begin, a project number for identification purposes, the recommended priority of implementation, the preliminary estimated costs for improvements, and the anticipated funding sources.

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
2016-2017	1	High	Winningkoff Road Reverse Curve	\$964,000 (\$xxxxx Actual)	Impact Fees and Certificate of Obligation
	2	High	Stinson Road/W. Lucas Road Intersection Improvements	\$453,000 (\$xxxx Actual)	Certificates of Obligation, Reginal Toll Revenue, Collin County Bond, City of Lucas General Fund
	3	High	W. Lucas Road Widening	\$1,500,000 (\$xxxxx Actual Including Maintenance)	Regional Toll Revenue, City of Lucas General Fund, and Collin County Bond
2016-2017	4	Routine	Street Maintenance	\$750,000 (\$159,403 Actual)	City of Lucas General Fund
2017-2018	5	High	Country Club Road/Estates Parkway Intersection Improvements	\$350,000	Certificate of Obligation
	6	High	Winningkoff Road Middle Section from the Reverse Curve to Snider Lane	\$1,400,000	Certificate of Obligation
	7	Routine	E. Winningkoff Road Trailhead	\$240,000	\$120,000 City of Lucas General Fund and \$120,000 Collin County

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
					Park Board Grant
	8	Routine	Street Maintenance	\$750,000 (\$566,784 + 234,051 Actual)	11-8209-301 City of Lucas General Fund
2018-2019	9	High	Stinson Road Southern Section from Parker Road to Bristol Park	\$2,267,000	Certificate of Obligation
	10	High	Blondy Jhune Road Reconstruction from Western Bridge to Winningkoff Road	\$2,700,000	Certificate of Obligation
	11	Low	Northeast Equestrian and Pedestrian Trails	\$xxx	To Be Determined
	12	Routine	Street Maintenance	\$750,000	City of Lucas General Fund
2019-2020	13	High	Stinson Road Northern Section from Bentwater Drive to the Reverse Curve	\$2,000,000	To Be Determined
	14	Routine	Streets Maintenance	\$750,000	City of Lucas General Fund
2020-2021	15	High	Winningkoff Road Southern Section from E. Lucas Road to the Reverse Curve	\$1,900,000	To Be Determined
	16	Routine	Street Maintenance	\$750,000	City of Lucas General Fund
	17	Low	Exercise and Leisure Loop	\$xxxxx	To Be Determined

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
	18	Low	Southwest Multipurpose Trails	\$xxxx	To Be Determined
2021-2026	19	Routine	Street Maintenance (\$1,000,000 per year)	\$5,000,000	City of Lucas General Fund
2026-2031	20	Routine	Street Maintenance (\$1,000,000 per year)	\$5,000,000	City of Lucas General Fund

WINNINGKOFF ROAD REVERSE CURVE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	1	Roadway	Complete	High
FISCAL OVERVIEW				
Cost		Source of Funding		
\$144,645 Design Contract		Impact Fees and Certificate of Obligation		
\$502,411 Construction Contract				
\$100,480 Contingency				
\$747,536 Total Budget				
\$964,000 March 2017 Estimate				
\$xxxx Actual				
PROJECT DESCRIPTION				
Replace existing asphalt pavement with concrete pavement. The eastern curve will be designed to accommodate a school bus and an auto passing in opposite directions. The western curve will be replaced with a three-way stop sign controlled intersection at Forestview Drive. The project length is approximately 0.5 miles.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2017		2018 - Complete		
PROJECT MANAGER: City Engineer				



STINSON ROAD/W. LUCAS ROAD INTERSECTION IMPROVEMENTS				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	2	Roadway	Complete	High
FISCAL OVERVIEW				
Cost		Source of Funding		
\$91,130 Design Contract \$391,572 Construction Contract \$97,000 Contingency \$579,702 Total Budget* \$453,000 March 2017 Estimate \$xxxx Actual		Certificates of Obligation, Reginal Toll Revenue, Collin Country Bond, City of Lucas General Fund		
PROJECT DESCRIPTION				
Provide for two northbound Stinson Road lanes on approach to W. Lucas Road: one left turn and one right turn. Improve drainage along the W. Lucas Road. *The addition of a fourth leg to Country Club Road/W. Lucas Road intersection was added to design of this project in early 2018.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2017		2018 - Complete		
PROJECT MANAGER: City Engineer				



W. LUCAS ROAD WIDENING

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	3	Roadway	Complete	High

FISCAL OVERVIEW

Cost of Capacity Improvements	Source of Funding
\$72,250 Design Contract \$1,172,780 Construction Contract \$237,609 Roadway Maintenance* \$254,970 Contingency \$1,737,609 Total Budget \$1,500,000 May 2013 Estimate \$xxxxx Actual	\$1,200,000 in Regional Toll Revenue, \$244,414 in Collin County Bonds, and \$55,586 City of Lucas General Fund

PROJECT DESCRIPTION

Widen W. Lucas Road from Willow Springs School to Angel Parkway by adding a center and left turn lane. The project length is approximately 1.5 miles. *During the construction of the three lanes, numerous areas of the existing roadway required full depth repairs.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2018 - Complete

PROJECT MANAGER: City Engineer



STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	4	Roadway	Complete	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$750,000 Total Budget \$159,403 Actual*		City of Lucas General Fund		
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost. Project List: <ol style="list-style-type: none"> 1. Daytona Avenue/CR 391 2. Horseman Drive 3. Skyview Drive 4. Edgefield Lane Turnaround *Most of the funds budgeted for FY 2016-2017 were shifted to FY 2017-2018 to accommodate the contractor's schedule.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2017		2017 - Complete		
PROJECT MANAGER: City Engineer				



COUNTRY CLUB ROAD/ESTATES PARKWAY INTERSECTION IMPROVEMENTS

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	5	Roadway	Design	High

FISCAL OVERVIEW

Cost	Source of Funding
\$82,700 Design <u>\$267,300 for Construction</u> \$350,000 Total Budget \$350,000 March 2017 Estimate	Certificate of Obligation

PROJECT DESCRIPTION

Add a right turn lane from eastbound Estates Parkway to southbound Country Club Road. Add a left turn lane from northbound Country Club Road to westbound Estates Parkway. TxDOT may add funding to this project to improve drainage near the intersection.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2020

PROJECT MANAGER: City Engineer



**WINNINGKOFF ROAD MIDDLE SECTION
FROM THE REVERSE CURVE TO SNIDER LANE**

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	6	Roadway	Design	High

FISCAL OVERVIEW

Cost	Source of Funding
\$215,850 Design Contract <u>\$1,184,150 for Construction</u> \$1,400,000 Total Budget \$1,400,000 March 2017 Estimate	Certificate of Obligation

PROJECT DESCRIPTION

Reconstruct 0.5 miles of Winningkoff Road with concrete pavement and improve drainage.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2022

PROJECT MANAGER: City Engineer



TRAILHEAD ON E. WINNINGKOFF ROAD

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	7	Trail	Complete	Routine

FISCAL OVERVIEW

Cost	Source of Funding
\$240,000 Estimate \$240,000 Actual	\$120,000 City of Lucas General Fund and \$120,000 Collin County Park Board Grant

PROJECT DESCRIPTION

Trailhead on E. Winningkoff Road was constructed during Fiscal Year 2016-2017. The Trailhead provides parking, a corral, restroom facilities, and other amenities. Additional work, such as marking the trail and maintenance was completed in Fiscal Year 2017-2018.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2018 - Complete

PROJECT MANAGER: Development Services Director



STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	8	Roadway	Complete	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$882,335 Total Budget \$864,431 Actual		City of Lucas General Fund		
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost. Project List: <ol style="list-style-type: none"> 1. Blondy Jhune Road 2. Stinson Road 3. Lewis Lane 4. Rock Ridge Road 5. White Rock Trail 				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2017		2018 - Complete		
PROJECT MANAGER: City Engineer				



**STINSON ROAD SOUTHERN SECTION
FROM PARKER ROAD TO BRISTOL PARK**

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	9	Roadway	Design	High

FISCAL OVERVIEW

Cost	Source of Funding
\$264,910 Design Contract <u>\$2,002,090 for Construction</u> \$2,267,000 Total Budget \$2,267,000 March 2017 Estimate	Certificates of Obligation

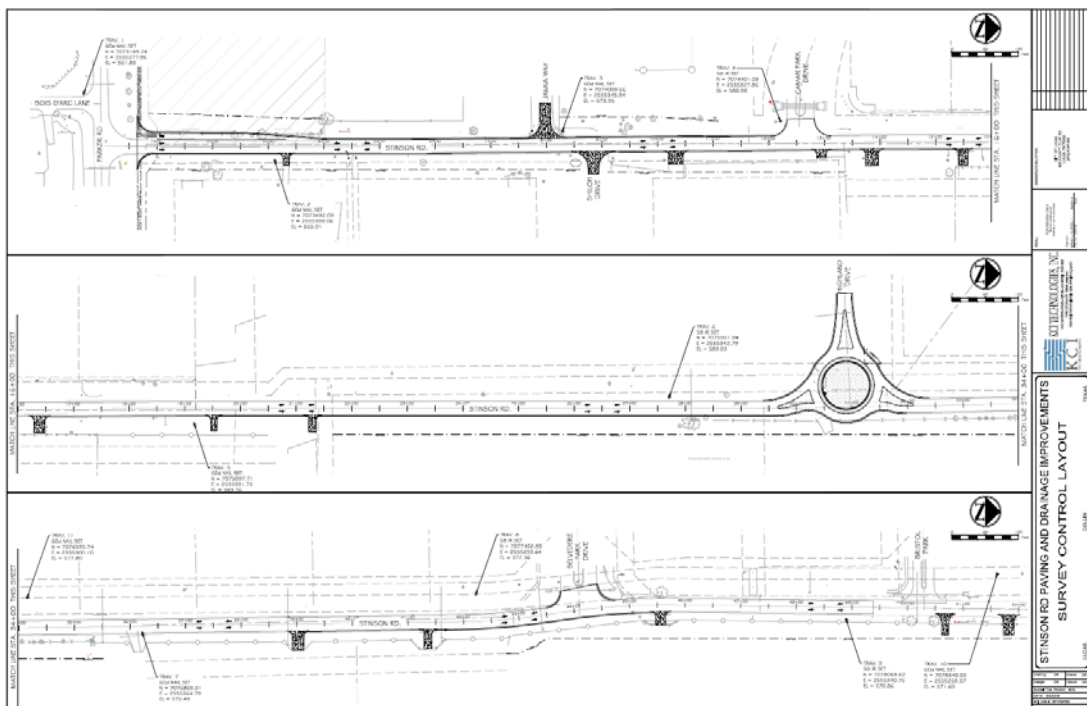
PROJECT DESCRIPTION

This concrete project extends from Parker Road to Bristol Park, and it is about a mile long. It does not include the Muddy Creek Bridge. A straight, flat two-lane roadway is planned to have a roundabout at Highland Drive.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2020

PROJECT MANAGER: City Engineer



**BLONDY JHUNE ROAD MIDDLE AND EASTER SECTIONS
FROM THE WESTERN BRIDGE TO WINNINGKOFF ROAD**

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	10	Roadway	Design	High

FISCAL OVERVIEW

Cost	Source of Funding
\$192,415 Design Contracts <u>\$2,584,685 for Construction</u> \$2,700,000 Total Budget \$2,700,000 May 2013 Estimate	Certificates of Obligation

PROJECT DESCRIPTION

Replace existing asphalt roadway with a two-lane concrete roadway from the western bridge to Winningkoff Road. The project length is about a mile long and has two different pavement cross sections to accommodate minimizing the impact to the tree canopy.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2020

PROJECT MANAGER: City Engineer



NORTHEAST EQUESTRIAN AND PEDESTRIAN TRAILS				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2018-2019	11	Trail	Planning	Low
FISCAL OVERVIEW				
Cost		Source of Funding		
\$\$\$		To Be Determined		
PROJECT DESCRIPTION				
Obtain easements and construct equestrian and pedestrian trails radiating from the E. Winningkoff Trailhead to the west and south. These trails would generally follow Blondy Jhune Road, E. Winningkoff Road, Welborn Lane, and White Rock Creek (from Winningkoff Road to Snider Lane) The purpose is to link to other trails such as the Trinity Trail, and keep equestrian trails separate from multipurpose trails.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2019		2026		
PROJECT MANAGER: Development Services Director				

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2018-2019	12	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$750,000		City of Lucas General Fund		
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2018		2019		
PROJECT MANAGER: City Engineer				

**STINSON ROAD NORTHERN SECTION
FROM BENTWATER DRIVE TO THE REVERSE CURVE**

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	13	Roadway	Planning	High

FISCAL OVERVIEW

Cost	Source of Funding
\$2,000,000 August 2018 Estimate	To Be Determined

PROJECT DESCRIPTION

Replace existing asphalt roadway with a concrete, two-lane roadway from Bentwater Drive to the reverse curve at 405 Stinson Road. It does not include the Muddy Creek Bridge and is about 0.66 miles in length. This is a straight and flat roadway with no four-way intersections.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2020	2023

PROJECT MANAGER: City Engineer

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2019-2020	14	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$750,000		City of Lucas General Fund		
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2019		2020		
PROJECT MANAGER: City Engineer				

**WINNINGKOFF ROAD SOUTHERN SECTION
FROM E. LUCAS ROAD TO THE REVERSE CURVE**

PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	15	Roadway	Planning	High

FISCAL OVERVIEW

Cost	Source of Funding
\$2,000,000 August 2018 Estimate	To Be Determined

PROJECT DESCRIPTION

Replace existing asphalt roadway with a concrete, two-lane roadway from E. Lucas Road to the Reverse Curve north of Christian Lane. The project is about 0.6 miles in length. A new culvert 800 feet north of E. Lucas Road will be part of this project.

PROJECT SCHEDULE

Project Begin Year	Project End Year
2020	2024

PROJECT MANAGER: City Engineer

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	16	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$750,000		City of Lucas General Fund		
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2020		2021		
PROJECT MANAGER: City Engineer				

EXERCISE AND LEISURE LOOP				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	17	Trail	Planning	Low
FISCAL OVERVIEW				
Cost		Source of Funding		
\$\$\$		To Be Determined		
PROJECT DESCRIPTION				
Construct a five-mile loop starting a City Hall and proceeding south along Country Club Road, west along W. Lucas Road, north along future Allison Lane, east along Estates Parkway, and south along Country Club Road ending at City Hall. The purpose of the loop is to provide a separate facility away from the vehicular traffic. The width of the loop pavement should be between seven and 14 feet depending on location and a desire to create a two-way facility. The loop may be constructed from crushed granite and/or concrete.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2021		2026		
PROJECT MANAGER: Development Services Director				

SOUTHEAST MULTIPURPOSE TRAILS				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	18	Trail	Planning	Low
FISCAL OVERVIEW				
Cost		Source of Funding		
\$\$\$		To Be Determined		
PROJECT DESCRIPTION				
Obtain easements and construct multipurpose trails south of W. Lucas Road and west of Southview Drive. These trails would connect with the Exercise and Leisure Loop along W. Lucas Road at Willow Springs School and the TP&L Powerlines in the southern part of the city. A trailhead may be included as part of this project.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2021		2026		
PROJECT MANAGER: Development Services Director				

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2021-2022	19	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$5,000,000		City of Lucas General Fund		
PROJECT DESCRIPTION				
<p>Each year, roads require proper maintenance to provide reliable mobility at minimal cost.</p> <p>FY 2021-2022 \$1,000,000</p> <p>FY 2022-2023 \$1,000,000</p> <p>FY 2023-2024 \$1,000,000</p> <p>FY 2024-2025 \$1,000,000</p> <p>FY 2025-2026 \$1,000,000</p>				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2021		2026		
PROJECT MANAGER: City Engineer				

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2026-2031	20	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost		Source of Funding		
\$5,000,000		City of Lucas General Fund		
PROJECT DESCRIPTION				
<p>Each year, roads require proper maintenance to provide reliable mobility at minimal cost.</p> <p>FY 2026-2027 \$1,000,000</p> <p>FY 2027-2028 \$1,000,000</p> <p>FY 2028-2029 \$1,000,000</p> <p>FY 2029-2030 \$1,000,000</p> <p>FY 2030-2031 \$1,000,000</p>				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2026		2031		
PROJECT MANAGER: City Engineer				

Water System Projects CIP At-A-Glance

The following table is a quick reference guide that summarizes the CIP Water System Projects. It indicates the fiscal year in which the project is scheduled to begin, a project number for identification purposes, the recommended priority of implementation, the preliminary estimated costs for improvements, and the anticipated funding sources.

STARTING IN FISCAL YEAR	PRIORITY NO. and PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			
2016-2017	1. Parker Road 12-Inch Waterline Phase 1 – Section 1 from Stinson Road to Enchanted Way	\$292,037 (\$309,272 Actual)	Capital Improvements Water Fund
	2. Parker Road Eight-Inch Waterline Phase 2 from Shepherds Creek Drive to Santa Fe Trail	\$326,004 (\$527,234 Actual)	Capital Improvements Water Fund
	3. North Pump Station Improvements: A) Add 500,000 Gallon Water Tower B) Wiltshire Court Eight-Inch Waterline Connection C) Replace Existing Pump Station D) System Pressure Reducing Valves	\$2,421,513	Capital Improvements Water Fund
	4. Automatic Flushing Valves (AFVs) for Non-Looped Waterlines -- The location of these AFVs will be installed where looping of the waterlines is not practical.	\$400,000	Capital Improvements Water Fund
	5. Meter Replacement	\$629,860	Capital Improvements Water Fund
	2016-2017 and 2017-2018 TOTAL	XXX	
2018-2019	6. Waterline Looping	\$1,200,000	To Be Determined
	7. Parker Road Eight-Inch Waterline Phase 3 from Santa Fe Trail to Stinson Road	\$-0-	TxDOT
	8. Rollingwood Circle/Choice Lane/Lakeview Drive Six-Inch Waterline -- This project will improve water quality and fire protection to 97 homes.	\$432,165	To Be Determined
	9. A) Edgefield Lane/W. Lucas Road Six-Inch Waterline B) Cedar Bend Trail/E. Lucas Road Six-Inch Waterline -- These two projects will improve water quality and fire protection to 32 homes.	\$113,530	To Be Determined
	10. Graham Lane and Rock Ridge Court Eight-Inch Waterline Loop from Country Club Road to Rock Ridge Road	\$571,775	To Be Determined
	2018-2019 TOTAL	XXXX	
	11. Snider Lane Eight-Inch Waterline from Shady Lane to Sterling Brown Lane -- This	\$594,549	Impact Fees

STARTING IN FISCAL YEAR	PRIORITY NO. and PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			
	project is a requirement of the Lakeview Downs subdivision. Fire hydrants to be added and will improve water quality on the east side of Lucas.		
	12. Glencove Circle and Crestview Circle Six-Inch Extensions to Brockdale Park Road Eight-Inch Loops -- This project will improve water quality and fire protection to 15 homes and add fire hydrants to the area.	\$224,255	To Be Determined
2019-2020	13. Hickory Hill Street Eight-Inch Waterline from Stinson Road to Brookhaven Drive -- This project will improve water quality and fire protection and add fire hydrants to 12 homes.	\$226,383	To Be Determined
	14. Manor Lane Eight-Inch Waterline -- This will replace an undersized four-inch line, add fire hydrants, and improve the water looping between Estelle Lane and Winningkoff Road.	\$313,951	To Be Determined
	15. A) Rock Ridge Road 12-Inch Waterline from Estates Parkway to Fairbrook Circle and B) Fairbrook Circle Eight-Inch Waterline -- This will replace existing six-inch waterlines and bring Fairbrook Circle into the Lucas Waterworks System.	\$491,953	To be Determined
	16. Repaint McGarity 200,000-Gallon Ground Storage Tank	\$150,150	To Be Determined
	17. Enchanted Way/Brookhaven Drive Eight-Inch Waterline -- This project will improve water quality and fire protection to 23 homes.	\$203,262	To Be Determined
	18. Rock Ridge Road/Lovejoy High School Eight-Inch Waterline Loop -- This project improves the looping on the west side of the city and at the high school.	\$56,773	To Be Determined
	2019-2020 TOTAL	XXXXXX	
2020-2026	19. McGarity 950,000 Gallon Ground Storage Tank	\$1,279,093	To Be Determined
	20. A) Shiloh Drive/Toole Drive Six-Inch Waterline Replacement B) Braeburn Way Eight-Inch Waterline Loop	\$190,546	To Be Determined
	21. Fairbrook Circle/Graham Lane Eight-Inch Waterline Loop	\$256,453	To Be Determined
	22. Lewis Lane Eight-Inch Waterline from Shepherds Creek Drive to Green Acres Lane	\$300,113	To Be Determined
	23. Angel Parkway 12-Inch Waterline from McGarity Lane to Estates Parkway	\$425,539	To Be Determined
	24. Ingram Lane Six- and 12-Inch Waterlines from McGarity Lane to W. Lucas Road	\$836,217	To Be Determined

STARTING IN FISCAL YEAR	PRIORITY NO. and PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			
	25. Estates Road Eight-Inch Waterline	\$232,014	To Be Determined
	26. Chisholm Trail/Caman Park Drive and Turnberry Lane/Highland Drive Eight-Inch Waterline Loops	\$322,203	To Be Determined
	27. Stinson Road/Enchanted Way Eight-Inch Waterline	\$142,278	To Be Determined
	28. Stinson Road/E. Lucas Road Eight-Inch Waterline	\$147,827	To Be Determined
	29. Rock Creek Estates Six-Inch Waterline	\$175,610	To Be Determined
	30. Stinson Road 12-Inch Waterline Connector	\$39,189	To Be Determined
	31. Repaint North Pump Station 750,000 Gallon Ground Storage Tank	\$409,303	To Be Determined
	32. Repaint McGarity 350,000 Ground Storage Tank	\$228,690	
	33. A) Parker Road 12-Inch Waterline Phase 1 - Section 2 B) Parker Road/Brookhaven Drive Eight-Inch Waterline	\$835,239	To Be Determined
	2020-2026 TOTAL	XXXXXX	
2026-2031	34. Replace McGarity 500,000 Gallon Water Tower	\$1,372,140	To Be Determined
	35. Rock Ridge Road 12-Inch Waterline from Exchange Parkway to Fairbrook Circle	\$224,712	To Be Determined
	36. Lakeview Downs/Trinity Park Six-Inch Waterlines and Eight-Inch Loop	\$1,135,688	To Be Determined
	37. Forest Grove Road/Horseman Drive/Orr Road Six- and Eight-Inch Waterlines	\$867,422	To Be Determined
	38. Orr Road (North) Eight-Inch Waterline	\$426,327	To Be Determined
	39. PR 5252 Six-Inch Waterline Replacement	\$93,486	
	40. Repaint North Pump Station 500,000 Gallon Ground Storage Tank	\$297,124	

PARKER ROAD 12-INCH WATERLINE PHASE 1 – SECTION 1			
PROJECT SUMMARY			
Starting in Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	1	Water	2018 - Complete
FISCAL OVERVIEW			
Cost		Source of Funding	
\$62,900 Design \$244,796 Contract \$36,879 Contingency <u>\$10,000 Adjustment FY 16/17</u> \$354,575 Total Budget \$292,037 September 2016 Estimate \$309,272 Actual		Capital Improvement Water Fund	
PROJECT DESCRIPTION			
This project is needed to improve infrastructure and to accommodate the TxDOT Parker Road widening requiring Lucas to abandon an existing six-inch waterline along Parker Road.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2016		2018 - Complete	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$11,500.00	\$11,500
Traffic Control/ Construction Signing	1	\$3,000.00	\$3,000
Erosion Control	1	\$5,000.00	\$5,000
Trench Safety	2,115	\$1.50	\$3,173
Furnish & install 12" PVC, including Class "B" embedment	2,100	\$60.00	\$126,000
Furnish & install 12" PVC, by bore and jacking	25	\$320.00	\$8,000
Furnish & install 8" PVC, including Class "B" embedment	15	\$42.00	\$630
Furnish & install 8" PVC, by bore and jacking	25	\$280.00	\$7,000
Furnish & install 12" Bend	1	\$8,000.00	\$8,000
Furnish & install 8" Bend	1	\$800.00	\$800
Furnish & install 12" Tee	4	\$1,200.00	\$4,800
Furnish & install 12" Valve	5	\$1,500.00	\$7,500
Furnish & install 8" Valve	1	\$500.00	\$500
Furnish & install 12"x8" Reducer	1	\$1,200.00	\$1,200
Furnish & install Fire Hydrant, lead and 6" valve	3	\$4,000.00	\$12,000
Connections to Existing Water Lines	1	\$8,000.00	\$8,000
Cut and Plug Existing Water Lines	1	\$2,000.00	\$2,000
Remove Existing Fire Hydrant and Return to City	2	\$500.00	\$1,000
Furnish & install Water Service Connection	16	\$1,500.00	\$24,000
Block Sod	500	\$7.00	\$3,500
Seeding	3,000	\$1.25	\$3,750
Construction Contingency (10%)	1	\$25,342	\$25,342
Engineering/Surveying Services (10%)	1	\$25,342	\$25,342

	Total:	\$292,037
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>		

PARKER ROAD EIGHT-INCH WATER LINE PHASE 2			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	2	Water	Complete
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$ 41,150 Design \$ 447,218 Construction Contract <u>\$ 60,285 Contingency</u> \$ 548,653 Total Budget \$ 326,004 September 2016 Estimate* \$ 527,234 Actual		Capital Improvement Water Fund and Certificate of Obligation	
PROJECT DESCRIPTION			
<p>This project is needed to improve infrastructure and to accommodate the TxDOT Parker Road widening requiring Lucas to abandon an existing six-inch waterline along Parker Road. The scope of this project was change. *The original alignment was along Lewis Lane between Shepherds Creek Drive and Parker Road and then along Parker Road from Lewis Lane to Santa Fe Trail. The constructed alignment is from Lewis Lane and McCreary Drive via new and existing easements and the TxDOT right-of-way. A six-inch waterline was bored most of the length of the project to avoid removing trees and reducing the impacts to property owners.</p>			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2016		2018 - Complete	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$12,850.00	\$12,850
Traffic Control/ Construction Signing	1	\$2,000.00	\$2,000
Erosion Control	1	\$4,000.00	\$4,000
Trench Safety	3,500	\$1.50	\$5,250
Furnish & install 8" PVC, including Class "B" embedment	3,500	\$42.00	\$147,000
Furnish & install 8" PVC, by bore and jacking	80	\$280.00	\$22,400
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 8" PVC Creek Crossing, by bore and jacking	50	\$330.00	\$16,500
Furnish & install 8" Bend	1	\$4,050.00	\$4,050
Furnish & install 8" Valve	4	\$500.00	\$2,000
Furnish & install Fire Hydrant, including lead and 6" valve	4	\$4,000.00	\$16,000
Connections to Existing Water Lines	1	\$4,000.00	\$4,000
Block Sod	2,500	\$7.00	\$17,500
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	5,500	\$1.25	\$6,875
Construction Contingency (10%)	1	\$28,290	\$28,290
Engineering/Surveying Services (10%)	1	\$28,290	\$28,290
		Total:	\$326,004

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

NORTH PUMP STATION IMPROVEMENTS

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	3	Water	Design

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$ 185,000 Design \$ 2,777,240 for Construction \$ 2,962,240 Total Budget \$ 2,267,692 September 2016 Estimate	Capital Improvement Water Fund and Certificate of Obligation

PROJECT DESCRIPTION

- A) Provide new elevated storage tank. This will allow for the elimination of the lower pressure plane.
- B) This will allow the ground storage at the North Pump Station to be filled by the upper pressure plane eliminating water service to seven homes.
- C) Replace Existing Pump Station
- D) System Pressure Reducing Valves
- E) Update SCADA hardware and software

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2016	2019

PROJECT MANAGER: City Engineer

PROJECT DETAILS

	Estimated Quantity	Unit Cost	Cost
A) Add 500,000 Gallon Water Tower			
Mobilization, Bonds, Insurance	1	\$60,000.00	\$60,000
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$4,000.00	\$4,000
Furnish & install 500,000 Gallon Elevated Storage Tank	1	\$1,100,000.00	\$1,100,000
Furnish & install Yard Piping/Valving	1	\$20,000.00	\$20,000
Furnish & install Electrical	1	\$45,000.00	\$45,000
Furnish & install Tank Piping/Valving	1	\$20,000.00	\$20,000
Site Work	1	\$5,000.00	\$5,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	4,000	\$1.25	\$5,000
Construction Contingency (10%)	1	\$118,440	\$118,440
Engineering/Surveying/Geotechnical Services (8%)	1	\$118,440	\$118,440
B) Wiltshire Court Connection			
Mobilization, Bonds, Insurance	1	\$3,850.00	\$3,850
Traffic Control/ Construction Signing	1	\$500.00	\$500
Erosion Control	1	\$2,550.00	\$2,550
Trench Safety	975	\$1.50	\$1,463
Furnish & install 8" PVC, including Class "B" embedment	975	\$42.00	\$40,950

Furnish & install 8" PVC, by wet bore	120	\$90.00	\$10,800
Furnish & install 8" Bend	1	\$4,300.00	\$4,300
Furnish & install 8" Valve	2	\$500.00	\$1,000
Furnish & install Fire Hydrant, including lead and 6" valve	1	\$4,000.00	\$4,000
Connections to Existing Water Lines	1	\$5,000.00	\$5,000
Block Sod	700	\$7.00	\$4,900
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,500	\$1.25	\$1,875
Construction Contingency (10%)	1	\$8,525	\$8,525
Engineering/Surveying Services (10%)	1	\$8,525	\$8,525
C) Replace Existing Pump Station			
Mobilization, Bonds, Insurance	1	\$17,000.00	\$17,000
Erosion Control	1	\$3,000.00	\$3,000
Furnish & install Pumps	3	\$20,000.00	\$60,000
Furnish & construct Pump Building	1	\$120,000.00	\$120,000
Furnish & install Pipes and Valves	1	\$50,000.00	\$50,000
Furnish & install Electrical	1	\$100,000.00	\$100,000
Site Work	1	\$5,000.00	\$5,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	2,000	\$1.25	\$2,500
Construction Contingency (10%)	1	\$37,537	\$37,537
Engineering/Surveying/Geotechnical Services (10%)	1	\$37,537	\$37,537
D) System Pressure Reducing Valves			
Furnish separate cost of product and cost to Install Residential Pressure Reducing Valve	1,200	\$200.00	\$240,000
E) Update SCADA			
	1	\$100,000.00	\$100,000
		Total:	\$2,367,692
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

AUTOMATIC FLUSHING VALVES FOR NON-LOOPED WATERLINES			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	4	Water	Complete
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$ 400,000 Actual		Capital Improvement Water Fund	
\$ 400,000 September 2016 Estimate			
PROJECT DESCRIPTION			
The location of these AFVs will be installed where looping of the waterlines is not practical. The scope of this project was changed. Temporary AFVs were installed and the looping of waterlines was moved to other projects.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2016		2018 - Complete	
PROJECT MANAGER: Public Works Supervisor			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Furnish separate cost of product and cost to Install Automatic Flushing Valve	25	\$4,000.00	\$60,000
Install looped water lines at locations to be determined			\$340,000
		Total:	\$400,000
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

NEPTUNE METERS REPLACEMENT

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2017-2018	5	Water	Construction

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$ 629,860 Contract \$ 748,785 September 2016 Estimate	Capital Improvement Water Fund

PROJECT DESCRIPTION

Replace all existing RG3 meters and registers with Neptune equipment. The scope of this project was changed from an Advanced Metering Infrastructure (AMI) project to an Automatic Meter Reading (AMR) project.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2017	2020

PROJECT DETAILS:

Description	Estimated Quantity	Unit Cost	Cost
Meters	?	???	\$629,860
		Total:	\$629,860

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

WATERLINE LOOPING

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	6	Water	Planning

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$1,200,000	TBD

PROJECT DESCRIPTION

Loop waterlines to enhance the water system quality and fire protection.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2017	2022

PROJECT DETAILS:

Description	Estimated Quantity	Unit Cost	Cost
Install waterline loops at locations to be determined			\$1,200,000
		Total:	\$1,200,000

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

**PARKER ROAD EIGHT-INCH WATERLINE PHASE 3
(FROM SANTA FE TRAIL TO STINSON ROAD)**

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2017-2018	7	Water	Construction

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$-0-	TxDOT Funding of \$238,000

PROJECT DESCRIPTION

This project is needed to accommodate the TxDOT Parker Road widening requiring Lucas to abandon an existing six-inch waterline along Parker Road between McCreary Road and Stinson Road. Staff worked closely with TxDOT to obtain funding from TxDOT for this project.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER: City Engineer

PROJECT DETAILS

Description	Estimated Quantity	Unit Cost	Cost
		Total:	\$-0-

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

ROLLINGWOOD CIRCLE/CHOICE LANE/LAKEVIEW DRIVE SIX-INCH WATERLINE LOOP			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project
2018-2019	8	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$432,165 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection for 97 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2018		2019	
PROJECT MANGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds and Insurance	1	\$17,250.00	\$17,250
All Traffic Control, Barricading and Signing Measures	1	\$7,500.00	\$7,500
Temporary erosion control	1	\$8,500.00	\$8,500
Cut and Plug Existing 2" Water Line	3	\$450.00	\$1,350
Cut and Plug Existing 8" Water Line	1	\$500.00	\$500
Furnish and Install Trench Safety system	4550	\$1.75	\$7,963
Cut Out and Remove Existing 8" Water Line as needed	1	\$2,250.00	\$2,250
Cut Out and Remove Existing Reducer and 2" Water Line	3	\$1,500.00	\$4,500
Connect to Existing 6" Water Line	1	\$500.00	\$500
Furnish and Install 6" 11.25 Degree Bend	4	\$675.00	\$2,700
Furnish and Install 6" 90 Degree Bend	7	\$650.00	\$4,550
Furnish and Install 6"x6" Tee	1	\$1,000.00	\$1,000
Furnish and Install 6" Gate Valve	4	\$1,500.00	\$6,000
Furnish and Install Fire Hydrant, Valve and Riser	4	\$3,750.00	\$15,000
Furnish and Install 6" waterline w/Class "B" Embedment	4550	\$ 45.00	\$204,750
Furnish & Install 6" DR-18 w/14" Steel by Boring and Jacking	180	\$ 275.00	\$49,500
Furnish and Install Long Service Water Line	1	\$ 1,250.00	\$1,250
Furnish and Install Short Service Water Line	8	\$ 800.00	\$6,400
Furnish and Install Service Line Over 250 LF	2	\$ 5,000.00	\$10,000
Furnish and Place Block Sodding	1150	\$ 7.00	\$8,050
Furnish and Place Grass Seed	2500	\$ 1.25	\$3,125
Construction Contingency (10%)	1	\$36,263.75	\$36,264
Engineering/Surveying/Geotechnical Services (10%)	1	\$36,263.75	\$36,264
		Total:	\$432,165

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

**EDGEFIELD LANE/W. LUCAS ROAD SIX-INCH WATERLINE LOOP
CEDAR BEND TRAIL/E. LUCAS ROAD SIX-INCH WATERLINE LOOP**

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	9	Water	Planning

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$113,530 September 2016 Estimate	To Be Determined

PROJECT DESCRIPTION

This project will improve water quality and fire protection to 32 homes.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER: City Engineer

PROJECT DETAILS

Description	Estimated Quantity	Unit Cost	Cost
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A) Edgefield Lane/West Lucas Road Six-Inch Waterline Loop

Mobilization, Bonds and Insurance	1	\$3,150.00	\$3,150
All Traffic Control, Barricading and Signing Measures	1	\$2,000.00	\$2,000
Temporary erosion control including operational control of SW3P	1	\$4,000.00	\$4,000
Cut and Plug Existing 2" Water Line	1	\$450.00	\$450
Furnish and Install Trench Safety system, design and implementation	535	\$1.75	\$936
Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12"x6" Tee	2	\$2,750.00	\$5,500
Cut Out and Remove Existing 6" Water Line as needed, Furnish and Install 6"x6" Tee	1	\$1,850.00	\$1,850
Connect to Existing 6" Water Line	1	\$500.00	\$500
Furnish and Install 6" Gate Valve	2	\$1,500.00	\$3,000
Furnish and Install Fire Hydrant, Including 6" Gate Valve and Riser	1	\$3,750.00	\$3,750
Furnish and Install 6" AWWA C900 DR-18 w/Class "B" Embedment	535	\$45.00	\$24,075
Furnish and Install 6" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	50	\$275.00	\$13,750
Furnish and Install Long Service Water Line	2	\$1,250.00	\$2,500
Furnish and Place Block Sodding, including all Fertilization and Watering Until Established	100	\$7.00	\$700
Furnish and Place Grass Seed, including all Fertilization and Watering Until Established	280	\$1.25	\$350

	Edgefield Subtotal:		\$66,511
B) Cedar Bend Trail/E. Lucas Road Six-inch Waterline Loop			
Mobilization, Bonds and Insurance	1	\$1,350.00	\$1,350
All Traffic Control, Barricading and Signing Measures	1	\$ 5,000.00	\$5,000
Temporary erosion control including operational control of SW3P	1	\$ 1,000.00	\$1,000
Furnish and Install Trench Safety system, design and implementation	105	\$ 1.75	\$184
Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12"x6" Tee	1	\$ 2,750.00	\$2,750
Connect to Existing 6" Water Line	1	\$ 500.00	\$500
Furnish and Install 6" Gate Valve	1	\$ 1,500.00	\$1,500
Furnish and Install 6" AWWA C900 DR-18 w/Class "B" Embedment	105	\$ 45.00	\$4,725
Furnish and Install 6" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	40	\$ 275.00	\$11,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	70	\$1.25	\$88
	Cedar Bend Trail Subtotal:		\$28,096
	Project Subtotal:		\$94,608
Construction Contingency (10%)	1	\$9,461.00	\$9,461
Engineering/Surveying/Geotechnical Services (10%)	1	\$9,461.00	\$9,461
	Total:		\$113,530
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

**GRAHAM LANE AND ROCK RIDGE COURT EIGHT-INCH WATERLINE LOOP
FROM COUNTRY CLUB ROAD TO ROCK RIDGE ROAD**

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	10	Water	Planning

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$571,775 September 2016 Estimate	To Be Determined

PROJECT DESCRIPTION

This project will improve water quality and fire protection to 30 homes.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2018	2019

PROJECT MANAGER: City Engineer

PROJECT DETAILS

Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$22,500.00	\$22,500
Traffic Control/ Construction Signing	1	\$2,000.00	\$2,000
Erosion Control	1	\$13,000.00	\$13,000
Trench Safety	5,230	\$1.50	\$7,845
Furnish & install 6" PVC, including Class "B" embedment	3,115	\$35.00	\$109,025
Furnish & install 6" PVC, by bore and jacking	80	\$260.00	\$20,800
Furnish & install 6" PVC, by wet bore	185	\$75.00	\$13,875
Furnish & install 8" PVC, including Class "B" embedment	2,115	\$42.00	\$88,830
Furnish & install 8" PVC, by bore and jacking	90	\$280.00	\$25,200
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 6" Bend	1	\$2,250.00	\$2,250
Furnish & install 8" Bend	1	\$1,085.00	\$1,085
Furnish & install 6" Valve	1	\$400.00	\$400
Furnish & install 8" Valve	4	\$500.00	\$2,000
Furnish & install 8"x6" reducer	1	\$700.00	\$700
Connections to Existing Water Lines	1	\$10,000.00	\$10,000
Furnish & install Fire Hydrant, including lead and 6" valve	9	\$4,000.00	\$36,000
Cut and Plug Existing Water Lines	1	\$4,500.00	\$4,500
Remove Existing Fire Hydrant and Return to City	2	\$500.00	\$1,000
Furnish & install Water Service Connection	28	\$1,500.00	\$42,000
Block Sod	8,000	\$7.00	\$56,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	3,625	\$1.25	\$4,531
Construction Contingency (10%)	1	\$49,617	\$49,617

Engineering/Surveying Services (10%)	1	\$49,617	\$49,617
		Total:	\$571,775
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

SNIDER LANE EIGHT-INCH WATERLINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	11	Water	Complete
FISCAL OVERVIEW			
Cost		Source of Funding	
\$594,549 September 2016 Estimate \$xxxx Actual		Impact Fees	
PROJECT DESCRIPTION			
This project is a requirement of the Lakeview Downs subdivision, add fire hydrants, and will improve water quality on the east side of Lucas.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2017		2018 - Complete	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$23,500.00	\$23,500
Traffic Control/ Construction Signing	1	\$6,500.00	\$6,500
Erosion Control	1	\$15,000.00	\$15,000
Trench Safety	6,075	\$1.50	\$9,113
Furnish & install 8" PVC, including Class "B" embedment	6,075	\$42.00	\$255,150
Furnish & install 8" PVC, by bore and jacking	80	\$280.00	\$22,400
Furnish & install 8" PVC Creek Crossing, by bore and jacking	50	\$330.00	\$16,500
Furnish & install 8" PVC, by wet bore	270	\$90.00	\$24,300
Furnish & install 8" Bend	1	\$3,150.00	\$3,150
Furnish & install 8" Tee	1	\$900.00	\$900
Furnish & install 8" Valve	7	\$500.00	\$3,500
Furnish & install Fire Hydrant, including lead and 6" valve	13	\$4,000.00	\$52,000
Connections to Existing Water Lines	1	\$4,000.00	\$4,000
Cut and Plug Existing Water Lines	1	\$2,225.00	\$2,225
Furnish & install Water Service Connection	20	\$1,500.00	\$30,000
Remove Existing Fire Hydrant and Return to City	1	\$500.00	\$500
Block Sod	1,000	\$7.00	\$7,000
Seeding	12,500	\$1.25	\$15,625
Construction Contingency (10%)	1	\$51,593	\$51,593
Engineering/Surveying Services (10%)	1	\$51,593	\$51,593
		Total:	\$594,549
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

GLENCOVE CIRCLE AND CRESTVIEW CIRCLE SIX-INCH EXTENSIONS TO BROCKDALE PARK ROAD EIGHT-INCH WATERLINE LOOPS			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	12	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$224,255 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 15 homes and add fire hydrants to the area.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2018		2019	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$9,000.00	\$9,000
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$5,100.00	\$5,100
Trench Safety	1,965	\$1.50	\$2,948
Furnish & install 6" PVC, including Class "B" embedment	1,965	\$35.00	\$68,775
Furnish & install 6" PVC, by bore and jacking	40	\$260.00	\$10,400
Furnish & install 6" PVC, by wet bore	180	\$75.00	\$13,500
Furnish & install 6" Bend	1	\$2,500.00	\$2,500
Furnish & install 6" Valve	2	\$400.00	\$800
Furnish & install Fire Hydrant, including lead and 6" valve	4	\$4,000.00	\$16,000
Connections to Existing Water Lines	1	\$7,750.00	\$7,750
Cut and Plug Existing Water Lines	1	\$4,000.00	\$4,000
Furnish & install Water Service Connection	14	\$1,500.00	\$21,000
Block Sod	3,000	\$7.00	\$21,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,375	\$1.25	\$1,719
Construction Contingency (10%)	1	\$19,382	\$19,382
Engineering/Surveying Services (10%)	1	\$19,382	\$19,382
		Total:	\$224,255
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

**HICKORY HILL STREET EIGHT-INCH WATERLINE
FROM STINSON ROAD TO BROOKHAVEN DRIVE**

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	13	Water	Planning

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$226,383 September 2016 Estimate	To Be Determined

PROJECT DESCRIPTION

This project will improve water quality and fire protection to 12 homes.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2019	2020

PROJECT MANAGER: City Engineer

PROJECT DETAILS

Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$9,000.00	\$9,000
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$5,300.00	\$5,300
Trench Safety	2,120	\$1.50	\$3,180
Furnish & install 8" PVC, including Class "B" embedment	2,120	\$42.00	\$89,040
Furnish & install 8" PVC, by bore and jacking	40	\$280.00	\$11,200
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 8" Bend	1	\$1,500.00	\$1,500
Furnish & install 8" Valve	3	\$500.00	\$1,500
Connections to Existing Water Lines	1	\$5,000.00	\$5,000
Furnish & install Fire Hydrant, including lead and 6" valve	2	\$4,000.00	\$8,000
Cut and Plug Existing Water Lines	1	\$1,800.00	\$1,800
Furnish & install Water Service Connection	12	\$1,500.00	\$18,000
Remove Existing Fire Hydrant and Return to City	2	\$500.00	\$1,000
Block Sod	3,015	\$7.00	\$21,105
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,175	\$1.25	\$1,469
Construction Contingency (10%)	1	\$19,645	\$19,645
Engineering/Surveying Services (10%)	1	\$19,645	\$19,645
		Total:	\$226,383

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

MANOR LANE EIGHT-INCH WATERLINE

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	14	Water	Planning

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$313,951 September 2016 Estimate	To Be Determined

PROJECT DESCRIPTION

This will eliminate an undersized four-inch line, add fire hydrants, and improve the water looping between Estelle Lane and Winningkoff Road.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2019	2020

PROJECT MANAGER: City Engineer

PROJECT DETAILS

Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$12,500.00	\$12,500
Traffic Control/ Construction Signing	1	\$3,150.00	\$3,150
Erosion Control	1	\$7,500.00	\$7,500
Trench Safety	3,010	\$1.50	\$4,515
Furnish & install 8" PVC, including Class "B" embedment	3,010	\$42.00	\$126,420
Furnish & install 8" PVC, by bore and jacking	40	\$280.00	\$11,200
Furnish & install 8" PVC, by wet bore	115	\$90.00	\$10,350
Furnish & install 8" Bend	1	\$1,500.00	\$1,500
Furnish & install 8" Valve	3	\$500.00	\$1,500
Connections to Existing Water Lines	1	\$6,250.00	\$6,250
Furnish & install Fire Hydrant, including lead and 6" valve	6	\$4,000.00	\$24,000
Cut and Plug Existing Water Lines	1	\$2,000.00	\$2,000
Furnish & install Water Service Connection	6	\$1,500.00	\$9,000
Remove Existing Fire Hydrant and Return to City	5	\$500.00	\$2,500
Block Sod	5,025	\$7.00	\$35,175
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,675	\$1.25	\$2,094
Construction Contingency (10%)	1	\$27,148	\$27,148
Engineering/Surveying Services (10%)	1	\$27,148	\$27,148
		Total:	\$313,951

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

ROCK RIDGE ROAD 12-INCH WATERLINE FROM ESTATES PARKWAY TO FAIRBROOK CIRCLE AND FAIRBROOK CIRCLE EIGHT-INCH WATERLINE

PROJECT SUMMARY

Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	15	Water	Planning

FISCAL OVERVIEW

Estimated Cost	Source of Funding
\$491,953 September 2016 Estimate	To Be Determined

PROJECT DESCRIPTION

This project will improve water quality and fire protection to 23 homes.

PROJECT SCHEDULE

Project Begin Year	Project Completion Year
2019	2020

PROJECT MANAGER: City Engineer

PROJECT DETAILS

Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$19,500.00	\$19,500
Traffic Control/ Construction Signing	1	\$5,000.00	\$5,000
Erosion Control	1	\$10,400.00	\$10,400
Trench Safety	4,165	\$1.50	\$6,248
Furnish & install 8" PVC, including Class "B" embedment	925	\$42.00	\$38,850
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 12" PVC, including Class "B" embedment	3,240	\$60.00	\$194,400
Furnish & install 12" PVC, by bore and jacking	40	\$320.00	\$12,800
Furnish & install 12" PVC, by wet bore	120	\$130.00	\$15,600
Furnish & install 12" Bend	1	\$3,000.00	\$3,000
Furnish & install 12" Tee	1	\$1,250.00	\$1,250
Furnish & install 8" Valve	5	\$500.00	\$2,500
Furnish & install 12" Valve	1	\$1,500.00	\$1,500
Furnish & install Fire Hydrant, including lead and 6" valve	9	\$4,000.00	\$36,000
Connections to Existing Water Lines	1	\$5,000.00	\$5,000
Cut and Plug Existing Water Lines	1	\$2,250.00	\$2,250
Furnish & install Water Service Connection	14	\$1,500.00	\$21,000
Remove Existing Fire Hydrant and Return to City	6	\$500.00	\$3,000
Block Sod	1,325	\$7.00	\$9,275
Seeding	8,000	\$1.25	\$10,000
Construction Contingency (10%)	1	\$42,690	\$42,690
Engineering/Surveying Services (10%)	1	\$42,690	\$42,690
		Total:	\$491,953

These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.

REPAINT MCGARITY 200,000-GALLON GROUND STORAGE TANK			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	16	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$150,150 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
Repaint 200,000-gallon ground storage tank at McGarity Pump Station			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$8,000.00	\$8,000
Repaint existing 200,000-gallon ground storage tank	1	\$120,000.00	\$120,000
Disinfect Tank	1	\$2,000.00	\$2,000
Construction Contingency (10%)	1	\$13,430.00	\$13,430
Engineering/Surveying Services (5%)	1	\$6,730	\$6,730
		Total:	\$150,150
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

ENCHANTED WAY/BROOKHAVEN DRIVE EIGHT-INCH WATERLINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	17	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$203,262 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 23 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$8,000.00	\$8,000
Traffic Control/ Construction Signing	1	\$500.00	\$500
Erosion Control	1	\$1,400.00	\$1,400
Trench Safety	3,235	\$1.50	\$4,853
Furnish & install 8" PVC, including Class "B" embedment	3,235	\$42.00	\$135,870
Furnish & install Fire Hydrant, including lead and 6" valve	1	\$4,000.00	\$4,000
Connections to Existing Water Lines	1	\$3,500.00	\$3,500
Block Sod	150	\$7.00	\$1,050
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	7,050	\$1.25	\$8,813
Construction Contingency (10%)	1	\$17,638	\$17,638
Engineering/Surveying Services (10%)	1	\$17,638	\$17,638
		Total:	\$203,262
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

ROCK RIDGE ROAD/LOVEJOY HIGH SCHOOL EIGHT-INCH WATER LINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	18	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$56,773 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project improves the looping on the west side of the city and improves water quality and fire protection at the high school.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$2,250.00	\$2,250
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$1,800.00	\$1,800
Trench Safety	770	\$1.50	\$1,155
Furnish & install 8" PVC, including Class "B" embedment	770	\$42.00	\$32,340
Furnish & install 8" Bend	1	\$750.00	\$750
Connections to Existing Water Lines	1	\$5,500.00	\$5,500
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,700	\$1.25	\$2,125
Construction Contingency (10%)	1	\$4,927	\$4,927
Engineering/Surveying Services (10%)	1	\$4,927	\$4,927
		Total:	\$56,773
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

EXHIBIT "A"

CITY OF LUCAS

**Water and Roadway
Impact Fees**

Prepared for

City of Lucas



September 13, 2018

Water and Roadway Impact Fees

PURPOSE

The purpose of this document is to provide the City of Lucas with the results of the current impact fee update of the water and roadway impact fees required for the ordinance regarding the City's water and roadway impact fees.

METHODOLOGY

- Review land use assumptions.
- Review and update population projections.
- Prepare 10-year CIP for the water system improvements based on land use assumptions and population projections.
- Prepare 10-year CIP for roadway improvements based on land use assumptions and population projections.
- Calculate water impact fee based on 10-year CIP for water system improvements.
- Calculate roadway impact fee based on 10-year CIP for roadway improvements.

LAND USE ASSUMPTIONS

The land use assumptions for the City were recently updated as part of the recent update of the City's Comprehensive Plan. Since the land use assumptions are current, they were reviewed as they affect the service areas for the water and roadway impact fees and utilized for this impact fee update. The current land use assumptions are consistent with the land use assumptions utilized in the previous impact fee update.

POPULATION PROJECTIONS

The present population has been estimated at approximately 8,405. Under present economic conditions, it is anticipated that growth will continue to be steady and that the service area will continue to experience a consistent and even population growth through the next 10 years. Consequently, the population growth for the next 10-year period is projected to be approximately 3,640 new residents.

CAPITAL IMPROVEMENTS PLAN

Water CIP

The 10-year Capital Improvements Plan (CIP) for water system improvements is shown on the Exhibit included in Appendix A. This 10-year water CIP is based on projected demand in the service area, resulting from the land use assumptions and the population projections. Lists of the eligible projects with their estimated project costs are shown on the two tables of water system improvement projects included in Appendix A. One of the tables lists the pumping and storage facilities and the other table lists the water lines.

Water and Roadway Impact Fees

Roadway CIP

The 10-year Capital Improvements Plan (CIP) for roadway improvements is shown on the Exhibit included in Appendix B. This 10-year roadway CIP is based on projected demand in the City, resulting from the land use assumptions and the population projections. A list of the eligible projects with their estimated project costs is included in Appendix B.

IMPACT FEE CALCULATIONS

Water Impact Fee

The maximum water impact fee has been calculated to be \$3,473.00 for a 3/4 inch meter and \$4,862.00 for a 1 inch meter. The maximum water impact fee allowed was based on utilizing the credit approach for calculating this fee. The calculations for the maximum water impact fee are included in Appendix C. Also included in Appendix C is the conversion table, which shows the maximum water impact fees allowed for the different size meters (utilizing the 3/4 inch meter as the service unit equivalent with an impact fee of \$3,473.00 per 3/4 inch meter).

Roadway Impact Fee

The maximum assessable roadway impact fee per service unit (vehicle mile) has been calculated to be \$2,133.77. The roadway impact fee calculations are shown in Appendix D. These calculations are based on the demands anticipated to be placed on the City's roadway systems over the next 10 years due to residential growth and commercial growth. Also included in Appendix D are the impact fees per development unit, based on vehicle miles attributed to different types of land use.

Summary of Recommended Water Impact Fees by Equivalent Meter Size

TABLE III-13
CITY OF LUCAS, TEXAS
MAXIMUM WATER IMPACT FEES

Water Service Unit	AWWA Meter Ratio	Existing Water Impact Fee	Calculated Max. Water Impact Fee
5/8" & 3/4" Meters	1.0	\$3,928	\$3,473
1"	1.4	\$5,500	\$4,862
2"	4.0	\$15,714	\$13,893
4"	24.0	\$98,194	\$83,356
6"	50.0	\$204,572	\$173,659
8"	72.0	\$294,583	\$250,069



Land-Use Vehicle-Mile Equivalency Table

Land Use	Dev. Unit	Trip Rate	Trip Length	Veh-Mi Per Dev Unit	Impact Fee per Veh-Mi	Impact Fee Per Dev Unit
Residential						
Residential	DU	1.01	4.20	4.24	\$2,133.77	\$9,047.18
Other Not Specified	DU	1.01	4.20	4.24	\$2,133.77	\$9,047.18
Office						
General Office Building	1000 Sq. ft.	1.49	4.80	7.15	\$2,133.77	\$15,256.46
Medical/ Dental Office	1000 Sq. ft.	3.72	4.80	17.86	\$2,133.77	\$38,109.13
Other Not Specified	1000 Sq. ft.	1.49	4.80	7.15	\$2,133.77	\$15,256.46
Retail/Commercial						
Shopping Center	1000 Sq. ft.	2.48	3.20	7.94	\$2,133.77	\$16,942.13
Home Improvement Superstore	1000 Sq. ft.	1.72	1.95	3.35	\$2,133.77	\$7,148.13
Super Market	1000 Sq. ft.	6.69	1.05	7.02	\$2,133.77	\$14,979.07
Restaurant	1000 Sq. ft.	6.12	1.90	11.63	\$2,133.77	\$24,815.75
Fast Food with Drive Thru	1000 Sq. ft.	17.32	2.15	37.24	\$2,133.77	\$79,461.59
Gasoline/Service Station with Conv	Fueling Positions	5.89	0.90	5.30	\$2,133.77	\$11,308.98
Hotel	Rooms	0.59	3.20	1.89	\$2,133.77	\$4,032.83
Bank with Drive Thru	1000 Sq. ft.	27.44	1.25	34.30	\$2,133.77	\$73,188.31
Others Not Specified	1000 Sq. ft.	2.48	3.20	7.94	\$2,133.77	\$16,942.13
Light Industrial						
General Light Industrial	1000 Sq. ft.	0.98	3.30	3.23	\$2,133.77	\$6,892.08
Industrial Park	1000 Sq. ft.	0.86	3.30	2.84	\$2,133.77	\$6,059.91
Mini Warehouse (Self Storage)	1000 Sq. ft.	0.26	3.30	0.86	\$2,133.77	\$1,835.04
Others Not Specified	1000 Sq. ft.	0.98	3.30	3.23	\$2,133.77	\$6,892.08
Institutional						
Primary/ Middle School	Students	0.15	2.10	0.32	\$2,133.77	\$682.81
High School	Students	0.14	2.10	0.29	\$2,133.77	\$618.79
Day Care Center	Students	0.83	2.10	1.74	\$2,133.77	\$3,712.76
Church	1000 Sq. ft.	0.66	1.45	0.96	\$2,133.77	\$2,048.42
Others Not Specified	1000 Sq. ft.	0.66	1.45	0.96	\$2,133.77	\$2,048.42

NOTES:

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

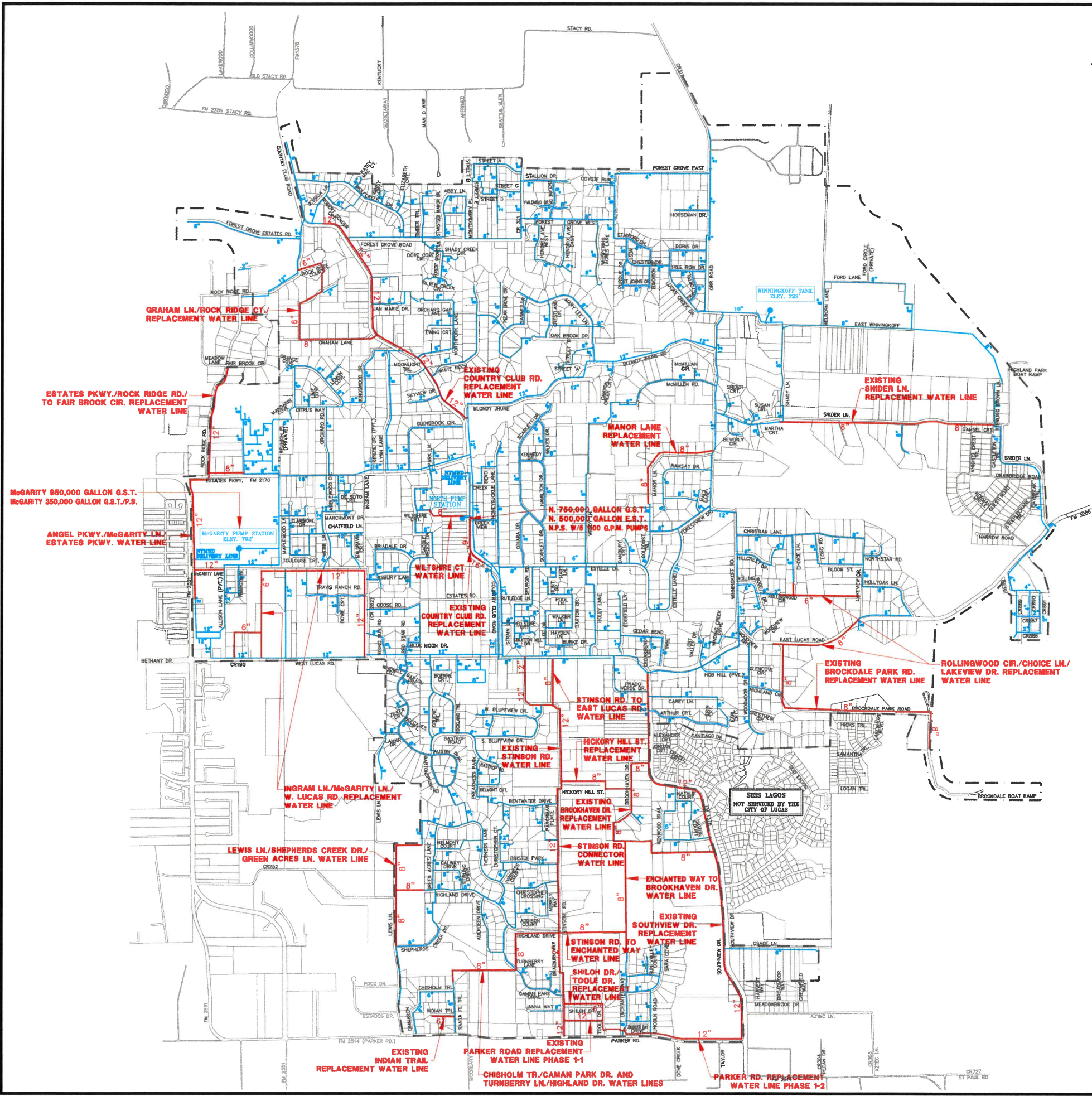


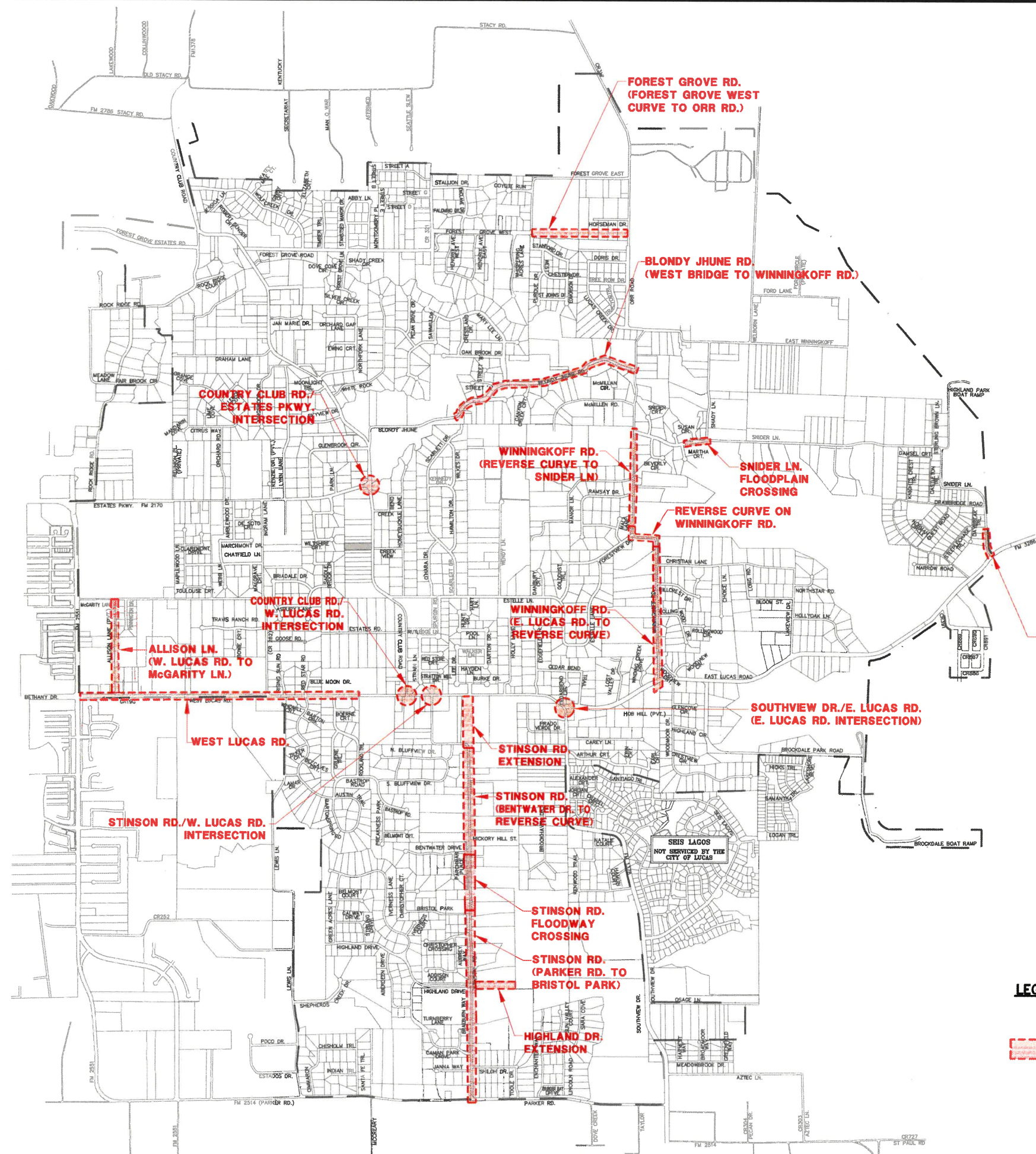
THE 10 YEAR CIP INCLUDES CAPACITY IN THE FOLLOWING:

1. EXISTING NORTH 750,000 GALLON GROUND STORAGE TANK.
2. EXISTING McGARITY 350,000 GALLON GROUND STORAGE TANK/PUMP STATION.
3. EXISTING 12" COUNTRY CLUB ROAD REPLACEMENT WATER LINE.
4. EXISTING 12" SOUTHVIEW DRIVE REPLACEMENT WATER LINE.
5. EXISTING 8" BROOKHAVEN DRIVE REPLACEMENT WATER LINE.
6. EXISTING 8" BROCKDALE PARK ROAD REPLACEMENT WATER LINE.
7. EXISTING 12" STINSON ROAD REPLACEMENT WATER LINE.
8. EXISTING 16" COUNTRY CLUB ROAD REPLACEMENT WATER LINE.
9. EXISTING 12" PARKER ROAD REPLACEMENT WATER LINE PH. 1-1.
10. EXISTING 6" INDIAN TRAIL REPLACEMENT WATER LINE.
11. EXISTING 8" SNIDER LANE REPLACEMENT WATER LINE.

LEGEND:

- SERVICE AREA LIMITS
- EXISTING WATER LINES
- IMPACT FEE ELIGIBLE WATER LINES AND FACILITIES





NOTES:

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



LEGEND:



STREET PROJECT AREA





September 17, 2018

To: City Council

RE: Planning and Zoning Commission in their capacity as the Capital Improvement Advisory Committee, Report and Written Comments on Updates to the Capital Improvement Plan, Land Use Assumptions, and Impact fees

The City began the process of updating the Comprehensive Plan, Capital Improvement Plan (CIP), and land use assumptions in 2014. In April 2015 Metropolitan Infrastructure was retained to update the City's Comprehensive Plan, and final updates were brought before the Planning and Zoning Commission in February 2017. After extensive review by the Commission, all proposed recommended changes by the Commission were incorporated into the document and approved by the City Council. In 2018, BW2 Engineers was retained to update the City's impact fees based on the amended CIP and land use assumptions.

The latest revisions to the CIP since its approval in 2017 were updates to projects and timelines. The Planning and Zoning Commission reviewed the updated CIP, land use assumptions, and impact fees at their September 13, 2018 Capital Improvement Advisory Committee meeting held as part of the regularly scheduled Planning and Zoning Commission meeting. The only changes recommend from the Commission were minor formatting errors, and clarification items which will be included in the document sent to City Council.

With the updated land use assumptions from the CIP, the impact fees have changed. The current adopted impact fees are \$1,040 per vehicle mile, or service unit for \$4,400 for a single-family home for roadways, and \$3,928.57 per service unit for water, making the water impact fee \$5,500 for a one-inch meter. (the most commonly used meter).

The amended maximum impact fees for road and water are as follows:

- Water service unit of \$3,473.00, equivalent to \$4,862.00 for a one-inch meter the most commonly used size.
- Road service unit of \$2,133.77, equivalent to \$9,047.18 for a single-family home.

The Planning and Zoning Commission recommends the following:

- Adopting a water impact rate of \$3,473.00, equivalent to \$4,862.00 for a one-inch meter the most commonly used size.
- A road impact rate of \$1,188.21, equivalent to \$5,038 for a single-family home.

These impact rates proposed will provide a small decrease in water impact fees, and a slight increase in road impact fees. These rates maintain the City at three percent or less of the project cost for all City fees.

This report shall serve as the Advisory Committee's written comments pursuant to Section 395.056 of the Texas Local Government Code.



City of Lucas City Council Agenda Request October 4, 2018

Item No. 05

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for approval of architectural plans for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey, ABS 0821, Tract 16, Collin County Texas, in the City of Lucas.

Background Information

This is the second phase of their proposed two building project. This building is a mirror image of the first phase of the project Lucas Plaza One. Phase Two is a proposed 8,200 square foot building with four proposed tenant spaces.

Attachments/Supporting Documentation

1. Architectural plan
2. Application
3. Location map

Budget/Financial Impact

NA

Recommendation

The Planning and Zoning Commission unanimously recommended approval of the architectural plan.

Motion

I make a motion to approve/deny the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for approval of architectural plans for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey, ABS 0821, Tract 16, Collin County Texas, in the City of Lucas.



DEVELOPMENT APPLICATION

City of Lucas, Texas

NAME OF SUBDIVISION AND/OR PROJECT: Lucas Plaza Phase II

ITEMS SUBMITTED:

Application Fees

Site Plan \$300 + \$10 per acre (i.e. \$500 for a 20 acre site plan)	\$320.00
Tree Survey/Conservation Plan	<u>N/A</u>
Tree Removal & Site Clearing Permit \$250	<u> </u>
Architectural Plan \$250 & \$50 for any reviews or presentation of amended plans	<u>\$250.00</u>
Landscape Plan \$200 + \$50 for any reviews or presentations of amended plans	<u>\$250.00</u>
Park Site Dedication \$ 1,000 per lot or land dedication per Lucas City Ordinance Sec. 10.01.122	<u>N/A</u>
TOTAL FEES SUBMITTED	<u>\$820.00</u>

Collin County Appraisal District Short Account Number/s: 1217837

Physical Location of Property: Northeast corner of Angel Pkwy and Lake Travis Dr.
(Address and General Location – approximate distance to nearest existing street corner)

Brief Legal Description of Property (must also attach accurate metes and bound description):
1.3237 Acres- Part of a larger tract recorded in Vol. 5184, Pg. 1102 D.R.C.C.T. Warranty Deed with Vendor's Lien to Pennington Partners, LTD.
(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acreage: 1.3237 **Existing # of lots/Tracts:** 1 **Existing Zoning:** C

OWNER'S NAME: _____ **Contact Phone:** 214-731-3133

Applicant/Contact Person: Chris Leavell **Title:** Manager

Company Name: Legacy Alliance Holdings

Street/Mailing Address: 4125 Centurion Way, STE 100.

City: Addison **State:** TX **Zip code:** 75001

Phone: (214) 731-3133 **Fax:** (_____) _____ **Email Address:** ChrisL@LegacyAllianceHoldings.com

ENGINEER/REPRESENTATIVE'S NAME: _____

Contact Person: Brian McNew **Title:** Principal Architect

Street/Mailing Address: 3556 Youree Drive

City: Shreveport **State:** LA **Zip code:** 71105

Phone: (318) 219-7388 **Fax:** (318) 219-7466 **Email Address:** brianmcnew@att.net



Architectural Plan Checklist

Project Name Lucas Plaza Phase II **Preparer** Brian McNew

This checklist is provided to assist you in addressing the minimum requirements for **Landscape Plan** submission. An application is incomplete unless all applicable information noted below is submitted to the Department of Planning and Community Development. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Initialing the box certifies to the City that you have completely and accurately addressed the issue.** This completed form must be returned at the time of application submittal. If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. All exception/modification requests must also be specifically listed on the plan/s. Plans are expected to be submitted complete in all detail as included by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes.

- Elevations of all four sides labeled North, East, South, and West with the front elevation designated as such.
- Materials calculations table showing for each elevation
 - Total surface area of each elevation
 - List of materials (including glazing) with square footage of each material per elevation and percentage of each material per elevation
- Building dimensions (if multiple heights are used, provide dimension for each)
- Provide estimated allowable wall mounted signage size for each elevation.
- Add the following notes:
 - "This Façade 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"
- N/A** Cross sections of sight lines may be requested to verify screening of mechanical units.
- A sample board** with a maximum size of 11" x 17" shall be provided, and include color and materials samples to correspond to the Facade Plan.
- Designate color and materials location on elevations.
- N/A** Additional information as requested by staff to clarify the proposed development and compliance with minimum development requirements.

Lucas Plaza
Phase II
Location Map



McGarity Lane

Angel Parkway S

Lucas Plaza
Phase 1



City of Lucas

City Council Agenda Request

October 4, 2018

Item No. 06

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for approval of landscape plans for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey ABS 0821, Tract 16, Collin County Texas, in the City of Lucas.

Background Information

This is the second phase of their proposed two building project. This building is a mirror image of the first phase of the project Lucas Plaza One. Phase Two is a proposed 8,200 square foot building with four proposed tenant spaces. A 20-foot landscape edge is required and being provided. Shade trees have been moved to the rear of the building to create a buffer from the residential district behind the building. Fifteen percent (15%) of area is required to be landscaped totaling 8,625 square feet and 17,867 square feet of landscaping is being provided. Parking lot screening is also being provided by a 3-foot high double row of evergreen shrubs. A total of thirteen trees are required and thirteen are being provided, 75 shrubs are required, and 88 shrubs are being provided. The entire site is irrigated.

Attachments/Supporting Documentation

1. Landscape plan
2. Application
3. Architectural plan check list

Budget/Financial Impact

NA

Recommendation

The Planning and Zoning Commission unanimously recommended approval of the landscape plan.

Motion

I make a motion to approve/deny the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for approval of landscape plans for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey ABS 0821, Tract 16, Collin County Texas, in the City of Lucas.



**DEVELOPMENT
APPLICATION
City of Lucas, Texas**

NAME OF SUBDIVISION AND/OR PROJECT: Lucas Plaza Phase II

ITEMS SUBMITTED:

Application Fees

Site Plan \$300 + \$10 per acre (i.e. \$500 for a 20 acre site plan)	<u>\$320.00</u>
Tree Survey/Conservation Plan	<u>N/A</u>
Tree Removal & Site Clearing Permit \$250	<u> </u>
Architectural Plan \$250 & \$50 for any reviews or presentation of amended plans	<u>\$250.00</u>
Landscape Plan \$200 + \$50 for any reviews or presentations of amended plans	<u>\$250.00</u>
Park Site Dedication \$ 1,000 per lot or land dedication per Lucas City Ordinance Sec. 10.01.122	<u>N/A</u>
TOTAL FEES SUBMITTED	<u>\$820.00</u>

Collin County Appraisal District Short Account Number/s: 1217837

Physical Location of Property: Northeast corner of Angel Pkwy and Lake Travis Dr.
(Address and General Location – approximate distance to nearest existing street corner)

Brief Legal Description of Property (must also attach accurate metes and bound description):
1.3237 Acres- Part of a larger tract recorded in Vol. 5184, Pg. 1102 D.R.C.C.T. Warranty Deed with Vendor's Lien to Pennington Partners, LTD.
(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acreage: 1.3237 **Existing # of lots/Tracts:** 1 **Existing Zoning:** C

OWNER'S NAME: _____ **Contact Phone:** 214-731-3133

Applicant/Contact Person: Chris Leavell **Title:** Manager

Company Name: Legacy Alliance Holdings

Street/Mailing Address: 4125 Centurion Way, STE 100.

City: Addison **State:** TX **Zip code:** 75001

Phone: (214) 731-3133 **Fax:** (_____) _____ **Email Address:** ChrisL@LegacyAllianceHoldings.com

ENGINEER/REPRESENTATIVE'S NAME: _____

Contact Person: Brian McNew **Title:** Principal Architect

Street/Mailing Address: 3556 Youree Drive

City: Shreveport **State:** LA **Zip code:** 71105

Phone: (318) 219-7388 **Fax:** (318) 219-7466 **Email Address:** brianmcnew@att.net



Landscape Plan Checklist

Project Name Lucas Plaza Phase II Preparer _____

This checklist is provided to assist you in addressing the minimum requirements for **Landscape Plan** submission. An application is incomplete unless all applicable information noted below is submitted to the Department of Planning and Community Development. Confirm that all information is included on the submitted plans by checking the box next to the required information. **Initialing each item certifies to the City that you have completely and accurately addressed the issue.** This completed form must be returned at the time of application submittal.

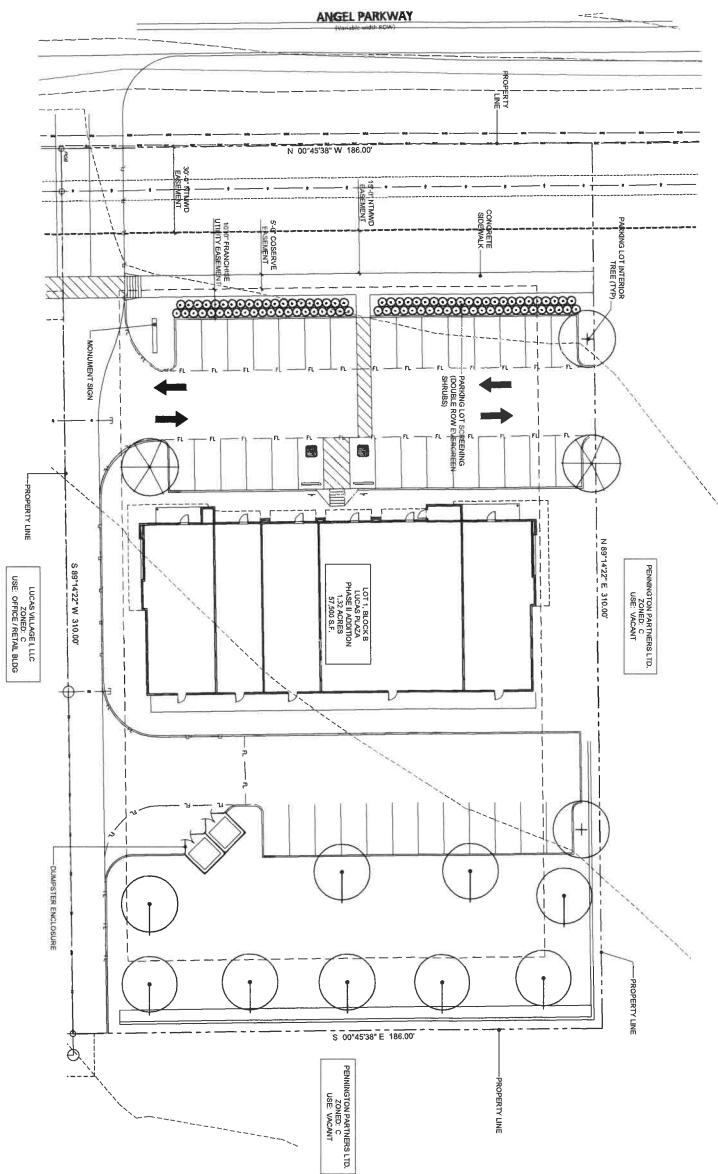
If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approving body. Additional information may be required. Reference the specific requirement. All exception/modification requests must also be specifically listed on the plan/s.

Plans are expected to be submitted complete in all detail as included by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes.

- Plans shall be to same scale as approved site plan.
- A minimum of 15% of the gross area must be landscaped.
- The area between the property line and the street shall be included in the landscape plan and shall be maintained by the abutting property owner.
- Heights of landscaping materials shall be such that they do not create safety hazards for vehicular traffic by block sight lines at ingress points.
- The specifications shall state the common names and scientific names (genus species), sizes, and quantity of all materials to be utilized.
- Property abutting a different zoning district must be screened by a living screen. Planting which serves as a living screen shall be evergreens with an initial minimum six-foot (6') height and provided a solid visual barrier within two (2) years after planting.
- Additional information as needed for clarity.

Lucas Code of Ordinances - Sec. 3.18.022 Minimum requirements

- The title block in the lower, right-hand corner containing the following: date, scale, site location map, north arrow, and the names, addresses, and telephone numbers of both the property owners and the person preparing the plan.



LANDSCAPE REQUIREMENTS

LANDSCAPE EDGE:
 REQUIRED: MIN. 20' WIDE LANDSCAPE EDGE ADJACENT TO STREET
 (1) SHADE TREE * (8) SHRUBS PER 20' L.F. OF STREET FRONTAGE
 3" X 4" = 72 SHRUBS
 PROVIDED: NO TREES ALONG STREET DUE TO EXISTENTS
 (68) SHRUBS TREES IN CURB

LANDSCAPE AREA:
 REQUIRED: 15% OF GROSS LOT SHALL BE MAINTAINED AS LANDSCAPED AREA
 57,500 S.F. X 15% = 8,625 S.F.
 PROVIDED: 17,867 S.F. LANDSCAPE AREA

PARKING LOT SCREENING:
 REQUIRED: SCREENING FOR ALL SURFACE PARKING LOTS FROM ADJACENT STREETS
 PROVIDED: 3' HT. DOUBLE ROW EVERGREEN SHRUBS

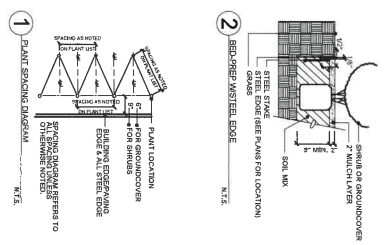
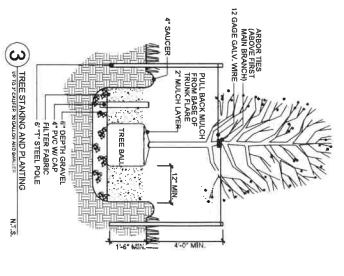
PARKING LOT INTERIOR:
 REQUIRED: 1 TREE FOR EACH 10 REQUIRED PARKING SPACES
 PROVIDED: (4) TREES

PLANT LEGEND

SYMBOL/ANNUAL NAME	COMMON NAME	QUANTITY	REMARKS
+	SHADE TREES		
LO	Quercus virginiana	2	4" Cal. min. 16-18' HT
CIE	Ulmus crassifolia	2	4" Cal. min. 11'-14' HT
IBC	Tranexia radicans	9	4" Cal. min. 6'-12' HT
	EVERGREEN SHRUBS		
OOOO	Liquidambar styraciflua	8	2 1/2" min. ht. 12" min. spread Plant Sp. O.C.

LANDSCAPE MAINTENANCE
 EVERY PRESERVE OWNING ANY TENANTS SHALL KEEP THEIR LANDSCAPING IN A WELL MAINTAINED CONDITION. THE RESPONSIBILITY FOR THE LANDSCAPE MAINTENANCE SHALL BE LIMITED TO THE FOLLOWING:
 1. THE RESPONSIBILITY FOR THE LANDSCAPE MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PRESERVE OWNER.
 2. THE PRESERVE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE MAINTENANCE AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE MAINTENANCE.
 3. THE PRESERVE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE MAINTENANCE AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE MAINTENANCE.
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 8. THE PRESERVE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE MAINTENANCE AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE MAINTENANCE.

LANDSCAPE PLAN
 SCALE: 1" = 20'



CLIENT: LUCAS PLAZA PHASE II, LLC
 4155 CENTURION WAY
 DALLAS, TX 75201

OWNER: LUCAS PLAZA PHASE II, LLC
 3445 SIMMONS ST.
 DALLAS, TEXAS 75226

DESIGNER: M&B LANDSCAPE ARCHITECTS
 1755 N. COLLINS BLVD.
 RICHARDSON, TEXAS 75080
 (972) 980-7478
 BR@M&B.COM
 BRD@M&B.COM

LANDSCAPE ARCHITECTS
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 RICHARDSON, TX 75080
 P: (972) 980-7478
 BR@M&B.COM
 BRD@M&B.COM

ISSUE FOR PERMIT

CITY SUBMITTAL - LANDSCAPE PLAN

LUCAS PLAZA PHASE II

PROJECT NUMBER: LJA1901

DATE: 05/20/2024

SCALE: 1" = 20'

LUCAS PLAZA PHASE II

LUCAS, TEXAS

m&b

CLIENT: LUCAS PLAZA PHASE II, LLC
 4155 CENTURION WAY
 DALLAS, TX 75201

OWNER: LUCAS PLAZA PHASE II, LLC
 3445 SIMMONS ST.
 DALLAS, TEXAS 75226

DESIGNER: M&B LANDSCAPE ARCHITECTS
 1755 N. COLLINS BLVD.
 RICHARDSON, TEXAS 75080
 (972) 980-7478
 BR@M&B.COM
 BRD@M&B.COM

REVISIONS:

NO.	DATE	DESCRIPTION



City of Lucas City Council Agenda Request October 4, 2018

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for site plan approval for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey ABS 0821, Tract 16, Collin County Texas, in the City of Lucas.

Background Information

This is the second phase of the proposed two building project. This building is a mirror image of the first phase of the Lucas Plaza One project. Phase Two is a proposed 8,200 square foot building with four proposed tenant spaces. Forty-two parking spaces are required, and 42 spaces are being provided. A maximum lot coverage of 70% is allowed and 67.5% is proposed. Minimum lot size permitted is 30,000 square feet and 57,860 is being provided.

Attachments/Supporting Documentation

1. Application
2. Site plan
3. Lighting Plan

Budget/Financial Impact

NA

Recommendation

The Planning and Zoning Commission unanimously recommended approval of the site plan.

Motion

I make a motion to approve/deny the request by Chris Leavell with Legacy Alliance Holdings on behalf of Pennington Partners for site plan approval for a parcel of land being 1.3237 acres of an 18.3263-acre tract of land in the William Snider Survey ABS 0821, Tract 16, Collin County Texas, in the City of Lucas.



DEVELOPMENT APPLICATION

City of Lucas, Texas

NAME OF SUBDIVISION AND/OR PROJECT: Lucas Plaza Phase II

ITEMS SUBMITTED:

Application Fees

Site Plan \$300 + \$10 per acre (i.e. \$500 for a 20 acre site plan)	\$320.00
Tree Survey/Conservation Plan	N/A
Tree Removal & Site Clearing Permit \$250	_____
Architectural Plan \$250 & \$50 for any reviews or presentation of amended plans	\$250.00
Landscape Plan \$200 + \$50 for any reviews or presentations of amended plans	\$250.00
Park Site Dedication \$ 1,000 per lot or land dedication per Lucas City Ordinance Sec. 10.01.122	N/A
TOTAL FEES SUBMITTED	\$820.00

Collin County Appraisal District Short Account Number/s: 1217837

Physical Location of Property: Northeast corner of Angel Pkwy and Lake Travis Dr.
(Address and General Location – approximate distance to nearest existing street corner)

Brief Legal Description of Property (must also attach accurate metes and bound description):
1.3237 Acres- Part of a larger tract recorded in Vol. 5184, Pg. 1102 D.R.C.C.T. Warranty Deed with Vendor's Lien to Pennington Partners, LTD.
(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acreage: 1.3237 Existing # of lots/Tracts: 1 Existing Zoning: C

OWNER'S NAME: _____ Contact Phone: 214-731-3133

Applicant/Contact Person: Chris Leavell Title: Manager

Company Name: Legacy Alliance Holdings

Street/Mailing Address: 4125 Centurion Way, STE 100.

City: Addison State: TX Zip code: 75001

Phone: (214) 731-3133 Fax: (_____) _____ Email Address: ChrisL@LegacyAllianceHoldings.com

ENGINEER/REPRESENTATIVE'S NAME: _____

Contact Person: Brian McNew Title: Principal Architect

Street/Mailing Address: 3556 Youree Drive

City: Shreveport State: LA Zip code: 71105

Phone: (318) 219-7388 Fax: (318) 219-7466 Email Address: brianmcnew@att.net



Site Plan Minimum Requirements

Project Name Lucas Plaza Phase II Preparer Brian McNew

This checklist is provided to assist you in addressing the minimum requirements for Site Plan submission. An application is incomplete unless all applicable information noted below is submitted to the Community Development Department. Indicate that all information is included on the submitted plans by checking the box next to the required information. Checking the box certifies to the City that you have completely and accurately addressed the issue. If not applicable, indicate an "N/A" next to the box. Return this completed form at the time of application submittal.

If an exception or modification to the regulations is requested, the reason and/or request for each shall be provided directly on the plan and on a separate sheet on letterhead with sufficient details as to allow a determination by the appropriate approval body. Additional information may be required. Reference the specific requirement/s.

Plans are expected to be submitted complete and accurate in all detail as shown by the checklist. Should plans be determined to be incomplete, they may either be returned to the applicant without further review or marked up with needed changes, depending on the amount/magnitude of changes or corrections needed. Please keep in mind that changes/additions to previously incomplete or inaccurate plans may generate additional comments at re-submittal of corrected Plans. Therefore, diligence to the initial submittal is paramount to expediting the review process.

Included

- ✓ Site boundary is indicated by a heavy solid line intermittent with 2 dash lines, dimensioned with bearings and distances; indicate and label lot lines, setback lines, and distance to the nearest cross street.
- ✓ Site location/vicinity map clearly showing the location of the subject property with cross streets is provided. Indicate scale or NTS and provide north arrow.
- ✓ A north arrow is provided with drawing oriented such as that north is located to the top or left side of drawing sheet.
- ✓ A written and bar scale is provided.
- ✓ A title block is in the lower right corner that includes large, boldly printed "SITE PLAN", owner and engineer's names, addresses and phone numbers, subdivision name, lot number/s, block number or letter, original submission date, and a log of resubmittal/revision dates since submitted to the City.
- N/A Tree masses are clouded with accurate canopy widths shown to determine critical root zone where located within close proximity to existing or proposed pavement.
- N/A Flood plain boundary is shown and indicates F.I.R.M. Community panel number and date, and flow line of drainage ways and creeks, as applicable.

Existing topography lines are shown with a light dashed line and proposed contours are shown by a medium weight solid line. Topography is shown at minimum five (5) foot contours referenced to sea level city datum. Spot elevations and additional contours may be required in certain areas depending on topography.

- ✓ Accurately located, labeled and dimensioned footprint of proposed structure(s) is/are shown by a solid heavy line.
- N/A Accurately located, labeled and dimensioned footprint of existing structure(s) to remain is/are shown by a heavy dashed line.
- N/A Accurately located and labeled footprint of structure(s) proposed for demolition is/are shown by a light dashed line. Structures to be demolished are clearly labeled/ identified.
- ✓ Accurately located footprint of nonresidential structure(s) on abutting properties is/are shown by a light, solid line.
- ✓ Adjacent property lines within 500 feet of the subject property lines are shown by a light dashed line.
- ✓ Adjacent zoning and land use (e.g. bank with drive-thru, office building, undeveloped etc.) within 500 feet of the property line is indicated. **Need Owner, lot, and block no. for 2 residences across Angel Pkwy**
- Adjacent property owner(s), or subdivision name, with lot, block and recording information, is shown.
- Finished floor elevation of existing and/or proposed structures is referenced to sea level datum.
- ✓ Full width of streets and alley rights-of-way with centerlines and backs of curbs or paving edges within 200 feet of the property line are dimensioned and street name or use is labeled.
- ✓ Driveways within 200 feet of the property line:
 - a. Are accurately located and dimensioned.
 - b. Distances to the nearest on-site driveway and/or off-site driveway is accurately located and dimensioned as measured from the centerlines.
 - c. Distance to the nearest street is shown as measured from the end of curb-return radius of the adjacent street to the driveway centerline.
 - d. Typical radii are shown.
- N/A Drive-thru lanes, menu board location, pick-up window/s, maneuvering area, stacking lanes and escape lanes are indicated and dimensioned.
- ✓ Sidewalks and barrier-free ramps (BFR) within 200 feet of and on the subject property are shown, dimensioned and labeled.
- ✓ Off-site streets and roads:
 - a. Existing and proposed roadways with medians and median openings adjacent to and within 200 feet of the project site are shown and dimensioned.
 - b. Medians, median openings with associated left- turn lanes, continuous left turn lanes, transition and stacking lengths are shown and dimensioned within 200 feet of the project site.
 - c. Existing, proposed, and required acceleration/deceleration lanes within 200 feet of the project site are shown dimensioned, stacking length indicated, and right-of-way dedication is indicated as applicable.
- ✓ All parking spaces are shown, group numbered, and typical dimensions are provided. Indicate required two-foot overhang, as applicable.
- ✓ Handicapped parking spaces and barrier-free access points are shown, dimensioned, and labeled.
- N/A Loading and maneuvering areas are indicated, labeled, and dimensioned. Loading area screening method is indicated and labeled.
- ✓ Dumpster and/or compactor locations and screening methods are shown. Indicate screening materials and height for all sides. Screening material is to match structure façade with enclosure having solid metal gates. Specs and sketch available from staff.
- Paving materials, boundaries and type are indicated.
- ✓ Access easements are accurately located/ tied down, labeled and dimensioned.

N/A Off-site parking is shown and dimensioned from the off-site parking area to the structure or use as applicable. A parking easement or shared parking agreement is required and is provided in draft format.

Fire lanes are shown and dimensioned at a minimum of 24 feet in width, with internal radii of not less than 20 feet. Label and use an approximate 20 percent shade for fire lanes to differentiate from other paving. Ensure that required labeling and dimensioning is readable through shading.

✓ Proposed dedications and reservations of land for public use including, but not limited to, rights-of-way, easements, park land, open space, drainage ways, floodplains and facility sites are accurately located, dimensioned and labeled.

N/A Screening walls are shown with dimensions and materials. An inset is provided that shows the wall details and column placement as applicable. Plans for masonry walls are to be signed and sealed by a structural engineer and approved by the City Engineer. Channeled or slip-panel/pre-cast walls are prohibited.

N/A The location of living screens are shown and labeled. Details of a living screen are provided on the Landscape Plan indicating plant species/name, height at planting, and spacing.

mA will complete

A lighting plan that shows location by fixture type is included. A lighting data chart is used to reference fixture type (i.e. pole or wall pack), maximum height, those requiring shielding, those requiring skirting, wattage and foot-candles of each fixture. No lighting source (i.e. bulb, reflector, etc.) is allowed to be visible from an adjacent property or public street.

Existing and proposed water and sanitary sewer lines, storm sewer pipe, with sizes, valves, fire hydrants, manholes, and other utility structures on-site or immediately adjacent to the site are shown and labeled.

Boundaries of detention areas are located. Indicate above and/or below ground detention.

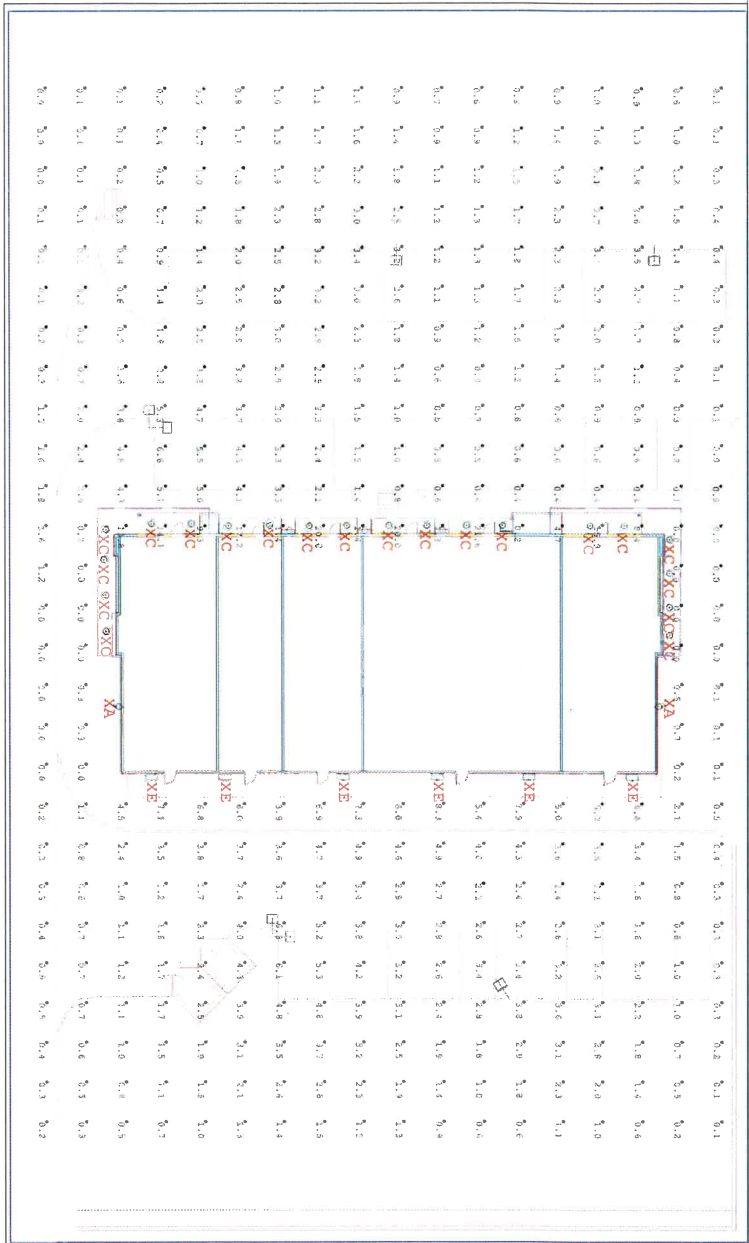
✓ Monument signage location is indicated. Details of construction materials and architecture are shown on required Building Elevation/Façade Plan. Color, type and texture are to match that of the building.

N/A Communication towers are shown and a fall distance/collapse zone is indicated.

Provide Site Data Summary Table that references distinct numbers for each lot and all buildings (existing and proposed) that includes, where applicable:

- a) Existing Zoning
- b) Proposed use(s) for each structure
- c) Total lot area less right-of-way dedications by square feet and acres
- d) Square footage of building(s)
- e) Building height (stories and feet)
- f) Percent of lot coverage (building footprint square footage/lot square footage).
- g) For apartment developments, number of living units broken down by number of bedrooms and minimum square footage for each dwelling unit.
- h) Parking required by use with applicable parking ratios indicated for each use
- i) Parking provided indicated
- j) Handicap parking required as per Code of Ordinances and TAS/ADA requirements
- k) List of exceptions and/or variance/s requested or previously granted, including dates and approving authority

Improvements are proposed in TXDOT Right-of-Way and one (1) full set of civil engineering plans has been submitted to: Jim Brummett, Northeast Dallas Area Office, P.O. Box 133067, Dallas, Texas 75313-3067, phone (214) 320-4447.



Label	AVG	MAX	MIN	avg/ft2	Max/ft2
CalcArea_1	2.14	21.6	0.0	N/A	N/A



City of Lucas

Council Agenda Request

October 4, 2018

Requester: Fire Chief Ted Stephens, City Engineer, Stanton Foerster

Agenda Item Request

Provide direction to the City Manager regarding emergency responder vehicle access and maneuverability related to dead-end streets, fire hydrant locations, narrow pavement and unwarranted signage.

Background Information

City Engineer Stanton Foerster and Lucas Fire-Rescue has become aware of several areas of concern that directly impede emergency response to several areas in our City. Mr. Foerster supplied a list of areas he was aware of and submitted them to the Fire Chief. Chief Stephens created a subcommittee to drive the City to confirm the areas outlined as well as look at additional areas of concern to Fire-Rescue.

Items that impede our response include narrow roadways or no turn lanes on high traffic areas, road humps, low hanging trees, narrow driveways, narrow or no turnarounds, and unknown strength of culverts. The City also has waterlines that are too small to allow effective water supply for fire attack as well as areas that need additional fire hydrants.

Fire-Rescue has adopted NFPA 1720, which sets the standard for emergency deployment of Fire Suppression, Emergency Medical, and Special Operations to the public by volunteer fire departments. NFPA 1720 also sets the standards for combination departments. This standard sets a 90 second enroute time for fire and special operations and a 60 second enroute time for EMS operations. In addition, the standard for the initial fire operation is ten staff members arriving in ten minutes or less, 80 percent of the time. Ten minutes begins when the station is alerted. Once arriving on scene, initial operations is to begin within two minutes, 90 percent of the time.

Lucas Fire-Rescue is experiencing an increase in response times as outlined below.

2016: 5.69 minutes per call

2017: 5.70 minutes per call

2018: 6:01 minutes per call

A few examples of contributing factors that increase response times include narrow pavements where vehicles are not able to “move to the right” to allow emergency vehicles to pass. A location where this is prevalent is Stinson Road where the road has a drop off which does not allow vehicles to safely move to the right. Another example is Brookhaven Drive, where the dead-end road does not allow ample turn around for the ambulance or engine. Road humps also create an issue for response with each road hump slowing response time by 6-10 seconds. Low hanging canopies may halt response from a mutual aid ladder truck and with the addition of rain, ice, or snow, it could halt Lucas Fire-Rescue response in the engine and possibly the ambulance.



City of Lucas

Council Agenda Request

October 4, 2018

Location and viability of the Opticom system is another area concern as traffic can become backed up so far from the Opticom that it renders it useless. Lastly, another concern for fire response is small waterlines. Waterlines smaller than six inches do not allow the volume of water needed to effectively fight a structure fire, including a small fire such as one room and its contents.

Attachments/Supporting Documentation

1. Constraints for First Responders spreadsheet

Budget/Financial Impact

None

Recommendation

Staff is providing this information to assist the City Council in its prioritization of infrastructure projects, those having a positive impact on emergency response may be considered for higher priority.

Motion

I make a motion...

Constraints for First Responders

Street or Private Road (PR)	No Turnaround	No Fire Hydrant	Substandard/Unwarranted
Blondy Jhune Road			Tree canopy too low
Brockdale Park Road			widen pavement to 24 feet
Brookhaven Drive	<ol style="list-style-type: none"> 1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround 	<ol style="list-style-type: none"> 1. replace 2" waterline with a 6" 2. add one fire hydrant 	
Cedar Bend Circle, PR	<ol style="list-style-type: none"> 1. add "Dead End" and "No Turnaround" signage 2. design and construct turnaround 		
Country Club Road			widen to a minimum of 3 lanes
CR 1034		<ol style="list-style-type: none"> 1. install 6" waterline 2. add 2 fire hydrants 	widen pavement to 24 feet
Crestview Circle	<ol style="list-style-type: none"> 1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround 	<ol style="list-style-type: none"> 1. replace 2" waterline with a 6" 2. add one fire hydrant 	
E. Lucas Road			widen to a minimum of 3 lanes
Edgefield Lane, PR (south end)		<ol style="list-style-type: none"> 1. replace 2" waterline with a 6" 2. add one fire hydrant 	
Estates Parkway			widen to a minimum of 3 lanes
Estates Road	<ol style="list-style-type: none"> 1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround 		
Estelle Lane			<ol style="list-style-type: none"> 1. remove road humps 2. remove unwarranted signs 3. install warranted signs 4. tree canopy too low
Ford Lane	<ol style="list-style-type: none"> 1. add "Dead End" and "No Turnaround" signage 2. design and construct turnaround 		widen pavement to 24 feet
Forest Grove Road (east end)		<ol style="list-style-type: none"> 1. replace 4" waterline with a 6" 2. add 4 fire hydrants 	
Forestview Drive			<ol style="list-style-type: none"> 1. remove road humps 2. remove unwarranted signs 3. install warranted signs

Street or Private Road (PR)	No Turnaround	No Fire Hydrant	Substandard/Unwarranted
Glen Cove Circle	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add 2 fire hydrants	
Gold Dust Trail			1. remove road humps 2. remove unwarranted signs 3. install warranted signs
Graham Court	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Graham Lane	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" and 4" waterline with a 6" 2. add 5 fire hydrants	
Hickory Hill Street	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add 2 fire hydrants	
Highland Circle	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Hob Hill Lane, PR	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add 2 fire hydrants	
Holly Lane	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Honeysuckle Lane	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Horseman Drive	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 4" waterline with a 6" 2. add 4 fire hydrants	
Indian Trail	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Ingram Lane			1. remove unwarranted signs 2. install warranted signs 3. tree canopy too low

Street or Private Road (PR)	No Turnaround	No Fire Hydrant	Substandard/Unwarranted
Janna Way	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Lemon Cove		1. replace 2" waterline with a 6" 2. add one fire hydrant	
Lime Cove		1. replace 2" waterline with a 6" 2. add one fire hydrant	
Lost Valley Drive	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		1. widen pavement to 24 feet 2. determine culvert strength
Manor Lane, PR	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 4" waterline with a 6" 2. add six fire hydrants	1. widen pavement to 24 feet 2. determine strength of culvert 3. tree canopy too low
McGarity Lane	1. add "Dead End" and "No Turnaround" signage 2. design and construct turnaround		
Meadowbrook Drive	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Moonlight Trail	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Orange Cove		1. replace 2" waterline with a 6" 2. add one fire hydrant	
Orr Road (north end)		1. replace 4" waterline with a 6" 2. add 4 fire hydrants	
PR 5209	1. add "Dead End" and "No Turnaround" signage 2. design and construct turnaround	1. replace 2" waterline with a 6" 2. add one fire hydrant	widen pavement to 24 feet
PR 5211	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add one fire hydrant	1. widen pavement to 24 feet 2. determine culvert strength
PR 5252	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add 2 fire hydrant	1. widen pavement to 24 feet 2. determine culvert strength

Street or Private Road (PR)	No Turnaround	No Fire Hydrant	Substandard/Unwarranted
Prado Verde Drive	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		
Rock Ridge Court, PR	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add 2 fire hydrants	
Shiloh Drive		1. replace 4" waterline with a 6" 2. add 3 fire hydrants	
Skyview Drive	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround	1. replace 2" waterline with a 6" 2. add 2 fire hydrants	
Snider Lane		1. replace 4" waterline with a 6" 2. add 5 fire hydrants	tree canopy too low
Southview Drive			widen to a minimum of 3 lanes
Sterling Brown Lane, PR	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		widen pavement to 24 feet
Trinity Park Neighborhood		1. replace 4" waterline with 6" and 8" 2. add 9 fire hydrants	
W. Lucas Road			widen to a minimum of 3 lanes
Welborn Lane			widen pavement to 24 feet
Woodmoor Circle	1. add "Dead End" and "No Turnaround" signage 2. obtain turnaround easements 3. design and construct turnaround		



City of Lucas Council Agenda Request October 4, 2018

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session.

- A. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Manager.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request October 4, 2018

Requester: Mayor Jim Olk

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA