



AGENDA

City of Lucas City Council Meeting December 19, 2019

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, December 19, 2019 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. Items of 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. Approval of the minutes of the December 5, 2019 City Council meeting. (City Secretary Stacy Henderson)

- B. Consider approving the Board Appointment Policy outlining City Council procedures for new board member appointments and existing board member reappointments. (City Secretary Stacy Henderson)

Regular Agenda

4. Consider a proposal from Forest Creek Estates Architectural Control Committee Member Andre Guillemaud regarding Forest Creek neighborhood entry signs located at Mary Lee Lane and Blondy Jhune. (Andre Guillemaud, Forest Creek Estates Architectural Control Committee Member City Engineer Stanton Foerster)
5. Consider authorizing the City Manager to enter into a license agreement with William Wade Shipley for the use of a 60-foot by 1,320-foot right-of-way dedication to the east of his property located west of 2515 Orr Road and north of the homes on Stanford Drive. (Development Services Director Joe Hilbourn)
6. Consider adopting Ordinance 2019-12-00902 establishing vendor participation fees for the 2020 Farmers Market vendors by amending the City of Lucas Code of Ordinances, Appendix C Fee Schedule, Article 21 Parks and Recreation. (City Manager Joni Clarke, Lucas Farmers Market Committee Chair/Parks and Open Space Board Member Debra Guillemaud)
7. Authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$754,185 for the design of the Snider Lane/White Rock Creek Bridge Project and to amend Fiscal Year 19-20 budget account 21-8210-491-135 Snider Lane/White Rock Creek Bridge. (City Engineer Stanton Foerster)
8. Authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$802,115 for the design of the Stinson Road/Muddy Creek Bridge Project and to amend the Fiscal Year 19-20 budget account 21-8210-491-134 Stinson Road/Muddy Creek Bridge. (City Engineer Stanton Foerster)
9. Discuss regulating the takeoff and landing of aircraft in the City of Lucas with an exemption for medical and law enforcement purposes and provide staff direction on creating such ordinance. (Councilmember Debbie Fisher)
10. Consider Resolution R 2019-12-00494 expressing interest in forming a coalition of non-member customer entities of the North Texas Municipal Water District. (City Manager Joni Clarke)
11. Consider amending Section 12.04.002 of the City of Lucas Code of Ordinances to remove W. Lucas Road west of FM 1378, specifically, as a designated truck route and discuss other locations and roadways needing signage to limit truck traffic. (Councilmember Debbie Fisher, City Engineer Stanton Foerster)

Executive Session Agenda

Pursuant to 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. This meeting is closed to the public as provided in the Texas Government Code.

12. An Executive Session is not scheduled for this meeting.

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. This meeting is closed to the public as provided in the Texas Government Code.

13. 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 December 13, 2019.

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 City Secretary Stacy Henderson at 972.912.1211 or by email at shenderson@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

December 19, 2019

Item No. 01

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 December 19, 2019

Item No. 02

Requester: Mayor Jim Olk

Agenda Item Request

2. Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request December 19, 2019

Requester: City Secretary Stacy Henderson

Agenda Item Request

3. Consent Agenda:
 - A. Approval of the minutes of the December 5, 2019 City Council meeting.
 - B. Consider approving the Board Appointment Policy outlining City Council procedures for new board member appointments and existing board member reappointments.

Background Information

NA

Attachments/Supporting Documentation

1. Minutes of the December 5, 2019 City Council meeting.
2. Board Appointment Policy

Budget/Financial Impact

NA

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
December 5, 2019
7:00 P.M.**

City Hall - 665 Country Club Road – Lucas Texas

MINUTES

Call to Order

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

City Councilmembers Present:

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

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn

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.

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest.

Students from Lovejoy High School introduced themselves that were taking part in a school government project.

Mayor Olk also noted the following upcoming events:

- Country Christmas was scheduled for Friday, December 6 from 6 - 9 pm
- The City was accepting donations for Toys for Tots, Allen Community Outreach, Senior Angel Tree and Lucas Veterinary Hospital
- The annual Fire-Rescue Awards Ceremony was scheduled for December 8 from 12:30 -2:30 pm at the Fire Station
- Registration for Light Up Lucas was taking place through December 12

Councilmember Fisher noted that the Friends of Lucas Fire-Rescue would be selling personalized bricks to be placed at the Fire Station as a fundraiser for the restoration of the City's 1949 fire truck, Ole Streaker.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the November 21, 2019 City Council meeting.
- B. Consider approving Resolution R 2019-12-00492 designating the Allen American as the official newspaper of the City of Lucas.

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

Regular Agenda

4. Consider the administration, financial impact and logistics regarding the proposed 2020 Lucas Farmers Market:

- A. Consider the staffing requirements and financial support to enable planning for the 2020 Lucas Farmers Market, establishing a schedule, discussion of the budgetary impact and provide guidance to the Lucas Farmers Market Committee and staff.
- B. Consider a request from the City of Lucas Farmers Market Committee to exempt participants from permitting fees for the 2020 Farmers Market as required per the City's Code of Ordinances, Article 4.000 Health Department, Section 4.100 Commercial Business.

Lucas Farmers Market Chairperson Debra Guillemaud stated that the two trial farmers markets held in October and November this year were well received and created a sense of community. Ms. Guillemaud stated that the Committee was recommending holding thirteen markets next year, two per month, and of those thirteen, two would coincide with the City's Founders Day event and Country Christmas event. There would be no markets held January through March or November.

Councilmember Fisher expressed her concern related to having two markets per month and the time needed from City staff to work the events and maintenance on park facilities.

Ms. Guillemaud discussed the farmers market report outlined in the Council packet noting items that could be changed to have the market be more efficient. Ms. Guillemaud noted that City staff assisted with traffic and ensuring the park facilities had enough electrical power for the event, which would be a reoccurring item for City staff.

Ms. Guillemaud discussed required permitting for food and produce vendors, and how the City accepted vendors that had supplied a food permit from another City. Ms. Guillemaud stated the Committee was requesting to waive temporary food establishment permit fees for the upcoming year as well waiving fees for vendors to participate in the market as way to establish the market in

2020. Ms. Guillemaud stated that she would like to keep fees as low as possible in order to help maintain the vendors for 2020.

Councilmember Fisher asked if other cities waived fees to participate in their farmers market.

Ms. Guillemaud stated that she was not aware of what other cities required, but understood that McKinney required a fee; however, they did not use a park facility to host their market and had to raise funds to hold the event.

Councilmember Fisher noted that some initial costs were a one-time expense; however, she was concerned that it would become a taxpayer funded event, and a vendor fee would be appropriate to cover the City's costs to hold the farmers market.

Councilmember Baney stated that he was in favor of waiving fees for the first year in order to grow participation and maintain a commitment from the vendors.

The City Council discussed options regarding the appropriate fees to charge vendors in order to recoup the City's cost to host the event.

Councilmember Fisher asked that the City review what costs would be incurred to provide additional electrical needs at the park. Mayor Olk suggested the City determine if the markets were successful before making any changes to the park.

The City Council discussed health permits and the cost associated with obtaining health permits.

Ms. Guillemaud stated that City ordinances require a temporary food establishment permit fee of \$60 per event, and there would be a small number of vendors that would require a temporary food establishment permit. Ms. Guillemaud asked that these fees be waived.

The City Council discussed proposing a \$20 vendor participation fee that would allow the City to recoup costs associated with the event. The Council was also in agreement that if the vendor did not have a temporary food establishment permit, one would be obtained through the City of Lucas; however, if the vendor had a permit from another city, that permit would be honored.

Councilmember Millsap expressed his concern about hosting thirteen markets and how much staff time that would require and asked that staff time be minimized as to not create a burden.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Baney to approve the 2020 market schedule, funding associated with staffing the 2020 market events, and have staff draft an ordinance to exempt participants that require a health inspection permitting fee from the 2020 markets, and establish a \$20 per event fee for all vendors for the 2020 markets. The motion passed unanimously by a 7 to 0 vote.

5. Consider reappointments to the Parks and Open Space Board, Board of Adjustment, and Planning and Zoning Commission for a two-year term beginning January 2020 through December 31, 2021.

MOTION: A motion was made by Councilmember Duke, seconded by Councilmember Fisher to reappoint the following board members outlined below for a two-year term

beginning January 2020 through December 31, 2021. The motion passed unanimously by a 7 to 0 vote:

- Board of Adjustment: Chris Bierman, Tom Redman, James Foster, and Michael Dunn
- Parks and Open Space Board: Kenneth Patterson, Bill Esposito, and Debra Guillemaud
- Planning and Zoning Commission: Peggy Rusterholtz, David Keer, and Tim Johnson

6. Consider approving the Board Appointment Policy outlining City Council procedures for new board member appointments and existing board member reappointments.

City Secretary Stacy Henderson reviewed the Board Appointment Policy with the Council and discussed recommended changes related to additional interview questions being included, adding the Technology Committee to the list of prospective applicants that may meet with City Council for interviews, and other verbal changes within the document.

The City Council directed the City Secretary to update the Policy with the proposed changes and bring back to the next City Council meeting on the Consent Agenda.

There was no formal action taken on this item.

7. Consider approving Resolution R 2019-12-00493 approving the Collin County ExpressVote Universal Voting System to be used in all future elections held in the City of Lucas while contracting with Collin County Election Services.

City Secretary Stacy Henderson explained that Collin County Elections had purchased new voting equipment and per the Texas Election Code, each governing body served by Collin County Elections must adopt the new voting system by Resolution.

MOTION: A motion was made by Councilmember Lawrence, seconded by Mayor Pro Tem Peele, to approve Resolution R 2019-12-00493 approving the Collin County ExpressVote Universal Voting System to be used in all future elections held in the City of Lucas while contracting with Collin County Election Services. The motion passed unanimously by a 7 to 0 vote.

8. Consider adopting Ordinance 2019-12-00901 amending the City's Code of Ordinances, Article 1.09 Parks and Recreation, Section 1.09.062 and 1.09.063 regarding regulations relating to the use of park facilities, and discussion regarding the process for holding special events in the City of Lucas.

Mayor Pro Tem Peele stated that the subcommittee, consisting of Councilmember Duke, Councilmember Fisher and herself met twice to review the policy and determined that a special events ordinance was not currently needed and would be revisited at a later date. Mayor Pro Tem Peele reviewed with the Council the recommended changes by the subcommittee for Article 1.09 Parks and Recreation.

The Council discussed allowing commercial activity in park facilities and if special event requests should be brought before the City Council for individual consideration. Councilmember Fisher expressed her concern that opening up park facilities to commercial activity would then reduce the amount of time park facilities would be available to Lucas residents. The Council also discussed the difficulty of how a commercial special event would be defined. The City Council determined that there would be limited commercial activity allowed in park facilities to Lucas residents only.

After review and recommendations from the subcommittee and City Councilmembers, the following changes were incorporated to Article 1.09:

Sec. 1.09.062 Conduct prohibited in parks

(C) **Lucas residents only may reserve** the city park facilities ~~may be reserved~~ for commercial recreational activity **daily** from 5:00 a.m. through 8:00 a.m. and from 7:00 p.m. through 9:00 p.m. The community center is not available for use for commercial recreational activity and may only be **reserved** ~~used~~ by **Lucas city** residents.

(D) A city facility use agreement must be completed and submitted ~~together~~ with the required fee ~~to the city manager for consideration~~ **as set forth in the City fee schedule**. The applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000.00 and must name the city as an additional insured on the certificate of insurance. **The applicant is responsible for any damage to the park facilities.**

E. The applicant may reserve the park facility ~~for~~ up to two months **in advance of the event** and must reapply for any subsequent use. If any park facility is left in a condition that is unacceptable to the city, the city reserves the right to not allow the vendor to use any of its facilities in the future;

Section 1.09.063 Reservation of Lucas Community Center

The Lucas Community Center shall only be reserved by individuals residing within the territorial limits of the city. Any city resident requesting a reservation of the Lucas Community Center shall provide proof of residency and submit a completed facility use agreement in the form approved by the city to the development services department for approval prior to reserving the facility. **Any damage to the facility by the applicant or the attendees shall be the responsibility of the applicant and the applicant shall bear the cost for the repair and/or replacement of any damage caused to the facility or property within the facility.**

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to adopt Ordinance 2019-12-00901 amending the City's Code of Ordinances, Article 1.09 Parks and Recreation, Section 1.09.062 and 1.09.063 regarding regulations relating to the use of park facilities with the amendments outlined above. The motion passed unanimously by a 7 to 0 vote.

9. Consider establishing a policy, administrative guidelines and/or revise the City of Lucas' Code of Ordinances to create a process or procedure regarding requests for reasonable accommodation (i.e., modifications or exceptions under the Americans With Disabilities Act (ADA) and the Federal Fair Housing Act (FHA).

City Attorney Joe Gorfida stated that the City does not currently have a mechanism in place to address accommodations under the Fair Housing Act or the Americans with Disabilities Act. Currently, City staff has no authority to waive those requirements and the Board of Adjustment does not have jurisdiction to hear requests for reasonable accommodation, as the Board can only determine requests based on hardship status.

Mr. Gorfida explained that a policy to address reasonable accommodations from the ADA or FHA requirements should be considered and recommended a policy be created that allowed City staff to make those determinations when they arise.

Mayor Pro Tem Peele suggested a permit application with an affidavit be created that would be signed and notarized by the individual requesting the accommodation stating the need for adjustment and acknowledged the adjustment was temporary while the requestor resided at that location. Mayor Pro Tem Peele suggested the application also note that there were no other known accommodations that would meet the requirements within City code, and the accommodations would be removed from the property when the individual no longer resided at that location. Mayor Pro Tem Peele also suggested a letter from a physician be provided as part of the application.

Mr. Gorfida stated that he would need to conduct additional research whether a letter from a physician could be required, and noted the application and affidavit was adequate.

Mayor Olk noted that if the accommodations were to be removed from the property once it was sold, information would have to be filed with the deed so that future property owners were aware the accommodation would have to be removed. Mayor Olk also asked that annual reporting be maintained for approved accommodations.

Mr. Gorfida stated that he would draft a policy and bring back to the Council for consideration.

There was no formal action taken on this item.

Executive Session Agenda

10. An Executive Session is not scheduled for this meeting.

An Executive Session was not held at this meeting.

Adjournment

11. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Olk to adjourn the meeting at 8:24 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Stacy Henderson, City Secretary



City of Lucas

BOARD APPOINTMENT POLICY

PURPOSE

The purpose of the Board Appointment Policy is to provide procedures and standards for the appointment process by the City Council, and guidelines for citizens being appointed to a City of Lucas board or commission.

APPLICATION PROCESS

The City of Lucas will advertise in the Lucas Leader and on the City website during the months of September and October each year for the recruitment of new board members.

A Meet and Greet reception will be held on the 4th Thursday in October at 6:30 pm at City Hall for citizens interested in serving on a board as well as existing board members. The reception will provide an opportunity for each City Council liaison to provide information on the board/commission they represent.

Board applications will be accepted through November 1st each year.

New board member applications will be submitted to the City Council for review at the first meeting in November, and the City Council will determine which prospective applicants they would like to interview.

Interviews with the City Council may take place at the second meeting in November.

Prospective applicants of the Board of Adjustment and Planning and Zoning Commission may meet with City Councilmembers during Executive Session. Prospective applicants of the Parks and Open Space Board and Technology Committee may meet with the City Council during the open regular session of the meeting and may be called upon to speak at the podium with the City Council.

During the interview process in Executive Session or during the regular open session meeting, a prospective board member may expect to be asked about the following items:

- Why the applicant would like to serve their community
- What experience the applicant could bring to a board/commission
- What is the applicant's vision for the City
- How the applicant's skillset would benefit the board they are interested in serving
- Any other questions the City Council deems appropriate for that board/commission

APPOINTMENT PROCESS FOR NEW BOARD MEMBERS

At the first City Council meeting in December, board member appointments will be placed on the City Council agenda.

Following City Council appointment, the City Secretary will notify new board members of their appointment along with procedures for setting up email and appropriate training.

Each new board member will be required to take part in Open Meetings Act training (50-minute video on Attorney General's website), sign a Statement of Officer paperwork and Oath of Office paperwork within 30 days of being appointed. Each new board member will also be required to setup a City of Lucas email account where the City will correspond with the board member for meeting notices, Board packet distribution, and general correspondence.

REAPPOINTMENT PROCESS FOR EXISTING BOARD MEMBERS

In October each year, the City Secretary shall contact existing board members whose terms are expiring confirming they would like to be considered for reappointments.

At the first City Council meeting in December, reappointment of existing board members whose term are expiring will be considered. Board member attendance may be brought before the City Council as part of reappointment consideration.

The City Council will review each board and vote upon each board member whose term is expiring.

The City Secretary shall contact each board member who was reappointed for another two-year term.

For any existing board members that would like to serve on a different board, a new application shall be completed and submitted for City Council consideration.



City of Lucas

City Council Agenda Request

December 19, 2019

Requester: Andre Guillemaud, Forest Creek Estates Architectural Control Committee Member
City Engineer Stanton Foerster

Agenda Item Request

Consider a proposal from Forest Creek Estates Architectural Control Committee Member Andre Guillemaud regarding Forest Creek neighborhood entry signs located at Mary Lee Lane and Blondy Jhune.

Background Information

There are two entry signs on the south end of Mary Lee Lane on the north side of Blondy Jhune Road. Both of these signs sit in street right-of-way and are approximately 800 feet south of the Forest Creek Estates neighborhood.

Attachments/Supporting Documentation

1. Forest Creek Estates Architectural Control Committee Member Andre Guillemaud Proposal

Budget/Financial Impact

Demolition and removal of signage within the City right-of-way is part of the Blondy Jhune Road Construction project. Funding for any other activities will have to be determined by the City Council.

Recommendation

NA

Motion

I make a motion to **accept/reject** the proposal from Forest Creek Estates Architectural Control Committee Member Andre Guillemaud regarding the Forest Creek neighborhood entry signs located at Mary Lee Lane and Blondy Jhune to:

- A) leave the Forest Creek Estates signage at the intersection of Blondy Jhune Road and Mary Lee Lane;
- OR**



City of Lucas

City Council Agenda Request

December 19, 2019

- B) leave the Forest Creek Estates signage on the northeast corner of the intersection of Blondy Jhune Road and Mary Lee Lane and demolish the signage on the northwest corner;
OR
- C) relocate the Forest Creek Estates signage on the northeast corner of the intersection of Blondy Jhune Road and Mary Lee Lane to Forest Creek Park and demolish the signage on the northwest corner. The City **will/will not** participate in the funding of the relocation and construction of the Forest Creek Estates sign to Forest Creek Park;
OR
- D) demolish all the Forest Creek Estates signage at the intersection of Blondy Jhune Road and Mary Lee Lane.

Stanton Foerster

From: Andre Guillemaud <[REDACTED]>
Sent: Monday, December 9, 2019 2:08 PM
To: Stanton Foerster
Subject: Forest Creek Estates sign proposal

- Forest Creek Estates does want neighborhood signs.
- The 2 signs currently at the Blondy Jhune entrance are located in street right-of-ways.
- Forest Creek Estates does not have an HOA but does have an active architectural control committee (ACC) that represents the interests of the owners.
- If the city would like one or both of the existing signs moved, we propose one new sign at Forest Creek Park which is located at the Orchard Gap entrance to the neighborhood. The new sign would use an original name panel from one of the existing signs.
- The park location would be outside of street right-of-ways and is in a maintained location.
- Forest Creek park was donated to the City by the developer of Forest Creek Estates.
- Size of the proposed sign is 60" tall by 96" wide. The existing name panel measures 24"x54"
- Estimated cost is \$6000.
- We are asking for the city to either 1. fund the removal and reconstruction of the sign in the park location, or 2. if funding is not approved, to allow the signs to remain in the street right-of-way.

I have included pictures of the current Forest Creek Estates and park signs and a proposed design for a new neighborhood sign in the park.

Andre Guillemaud,
Forest Creek Estates ACC











City of Lucas Council Agenda Request December 19, 2019

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider authorizing the City Manager to enter into a license agreement with William Wade Shipley for the use of a 60-foot by 1,320-foot right-of-way dedication to the east of his property located west of 2515 Orr Road and north of the homes on Stanford Drive.

Background Information

Mr. Shipley owns Lot 1, Block D within the Stonegate subdivision and is currently attempting to sell the lot. Mr. Shipley is asking the City for the use of an easement to acquire access to facilitate the sale of the lot. Mr. Shipley is proposing to use right-of-way dedicated for the future Forest Grove Road extension and would like to use it as access and utilities for his property. This right-of-way was dedicated by both the Lucas Creek Estates plat and the Stonegate plat. The agreement would need to remain into effect even if the property sells.

The right-of-way dedication belongs to the City of Lucas and is in place for a future roadway connecting West Forest Grove Road to Orr Road.

Attachments/Supporting Documentation

1. Location Map
2. William Shipley Email
3. Depiction of a portion of the plats for Stonegate, Lucas Creek Estates, and the Master Thoroughfare Plan
4. Draft license agreement for the use of the easement with the Himmelreich's

Budget/Financial Impact

NA

Recommendation

Staff recommends approval of the request to use the easement for access.



City of Lucas Council Agenda Request December 19, 2019

Motion

I make a motion to approve/deny authorizing the City Attorney to draft a license agreement and authorize the City Manager to enter into a license agreement with William Wade Shipley for the use of a 60-foot by 1,320-foot right-of-way dedication to the east of his property located west of 2515 Orr Road.

Stacy Henderson

Subject: FW: Stonegate Lot 1 Block D
Attachments: wwshipley.vcf

-----Original Message-----

From: William Wade Shipley <[REDACTED]>
Sent: Friday, November 08, 2019 9:34 AM
To: Joe Hilbourn <JHilbourn@lucastexas.us>
Subject: Stonegate Lot 1 Block D

Joe,

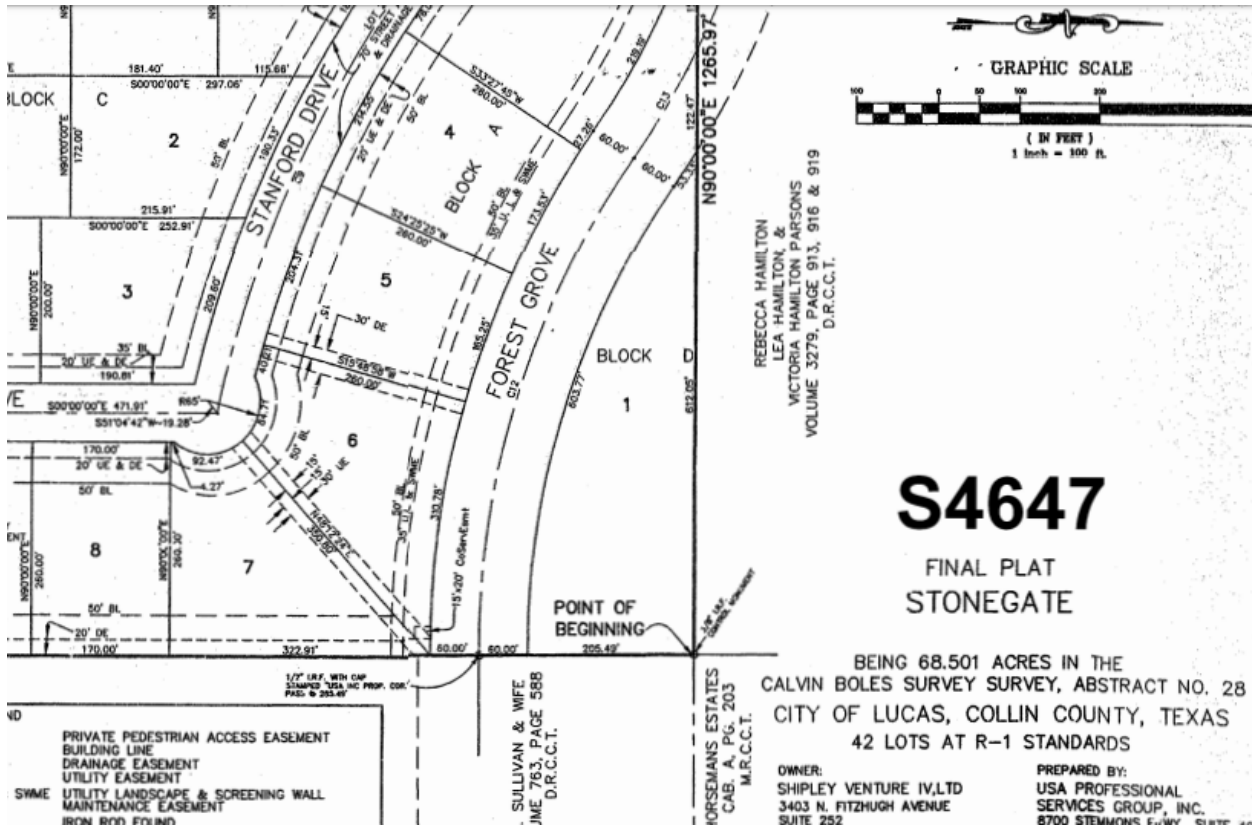
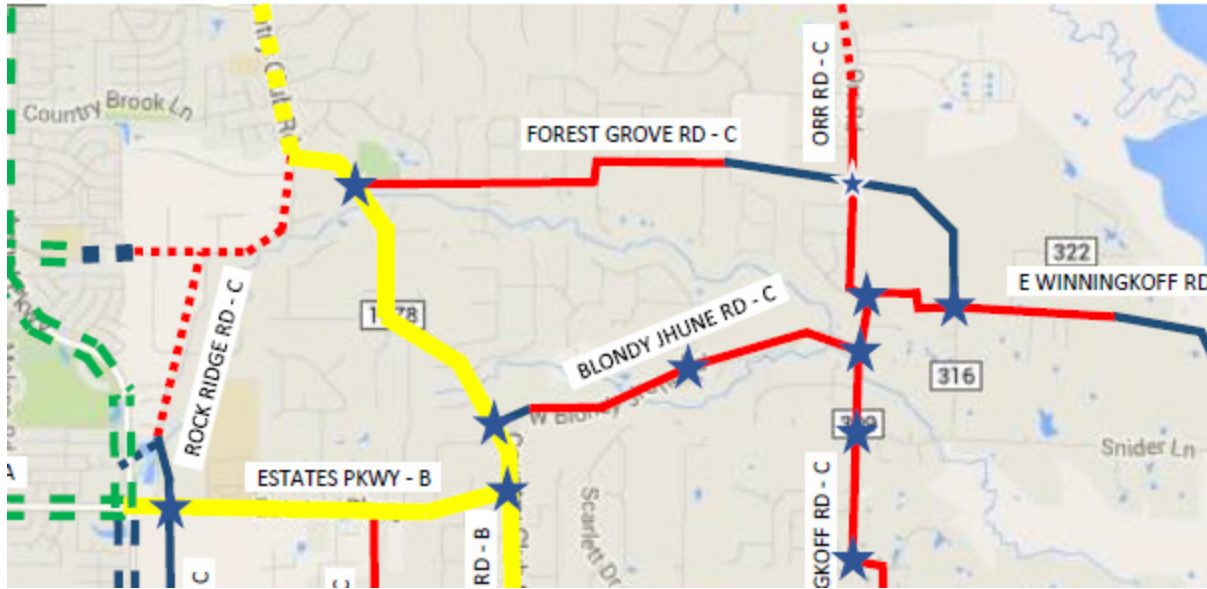
I would like to use the right of way dedicated for the future Forest Grove road extension. I need an easement for access to my Stonegate Lot 1 Block D. I would like to use it for both access and utilities. This right of way was dedicated by both the Lucas Creek Estates plat, and the Stonegate plat.

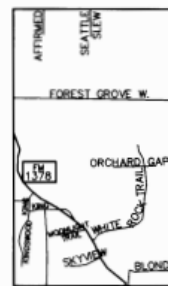
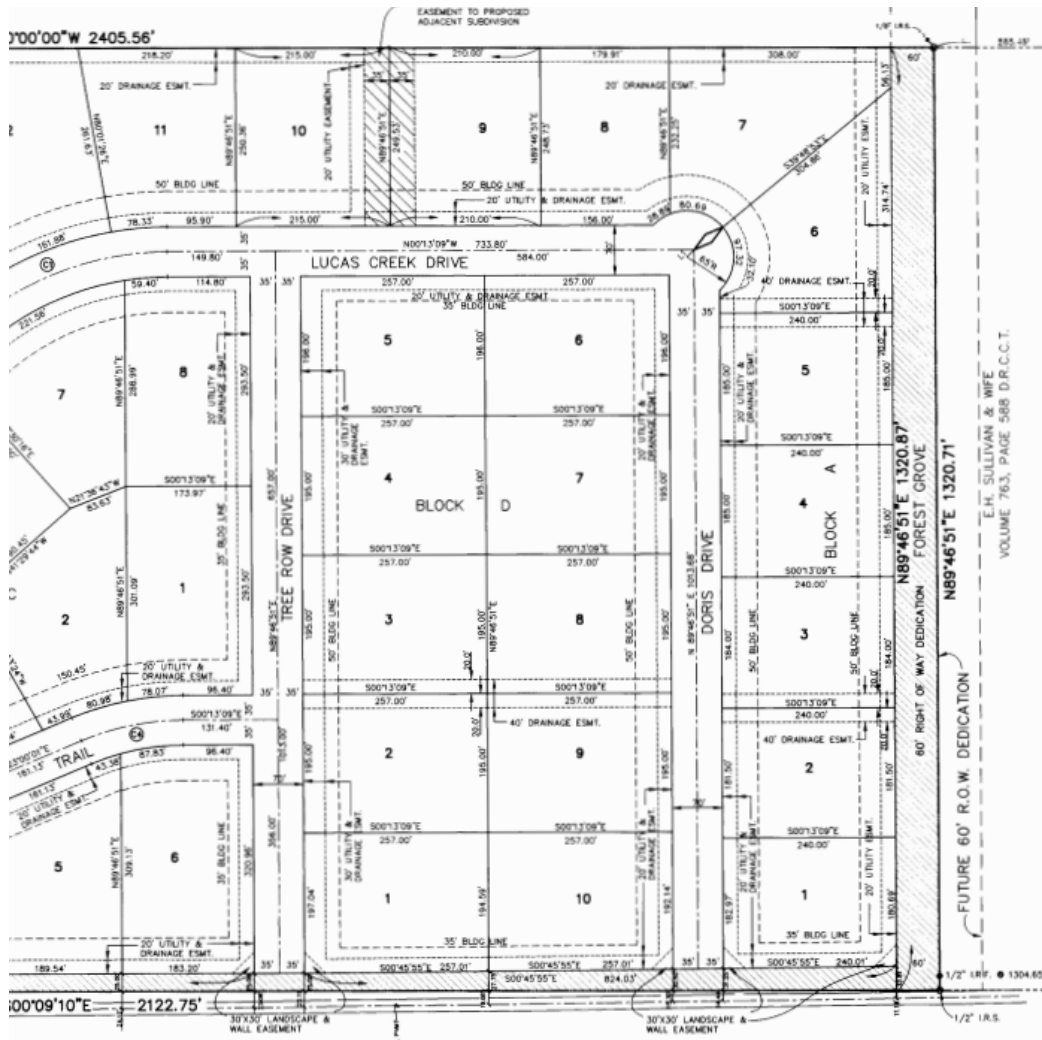
Would you please submit my request to the Lucas City Council.

Thanks!

Bill

2017 Master Thoroughfare Plan





BLOCK	LOT	S.F.
A	1	44,189
A	2	44,189
A	3	44,189
A	4	44,189
A	5	44,189
A	6	44,189
A	7	44,189
A	8	44,189
A	9	44,189
A	10	44,189
A	11	44,189
B	1	44,189
B	2	44,189
B	3	44,189
B	4	44,189
B	5	44,189
B	6	44,189
B	7	44,189
B	8	44,189
B	9	44,189
B	10	44,189
B	11	44,189
C	1	44,189
C	2	44,189
C	3	44,189
C	4	44,189
C	5	44,189
C	6	44,189
C	7	44,189
C	8	44,189
C	9	44,189
C	10	44,189
C	11	44,189
D	1	44,189
D	2	44,189
D	3	44,189
D	4	44,189
D	5	44,189
D	6	44,189
D	7	44,189
D	8	44,189
D	9	44,189
D	10	44,189
D	11	44,189

E.H. SULLIVAN & WIFE
VOLUME 763, PAGE 588 D.R.C.C.T.

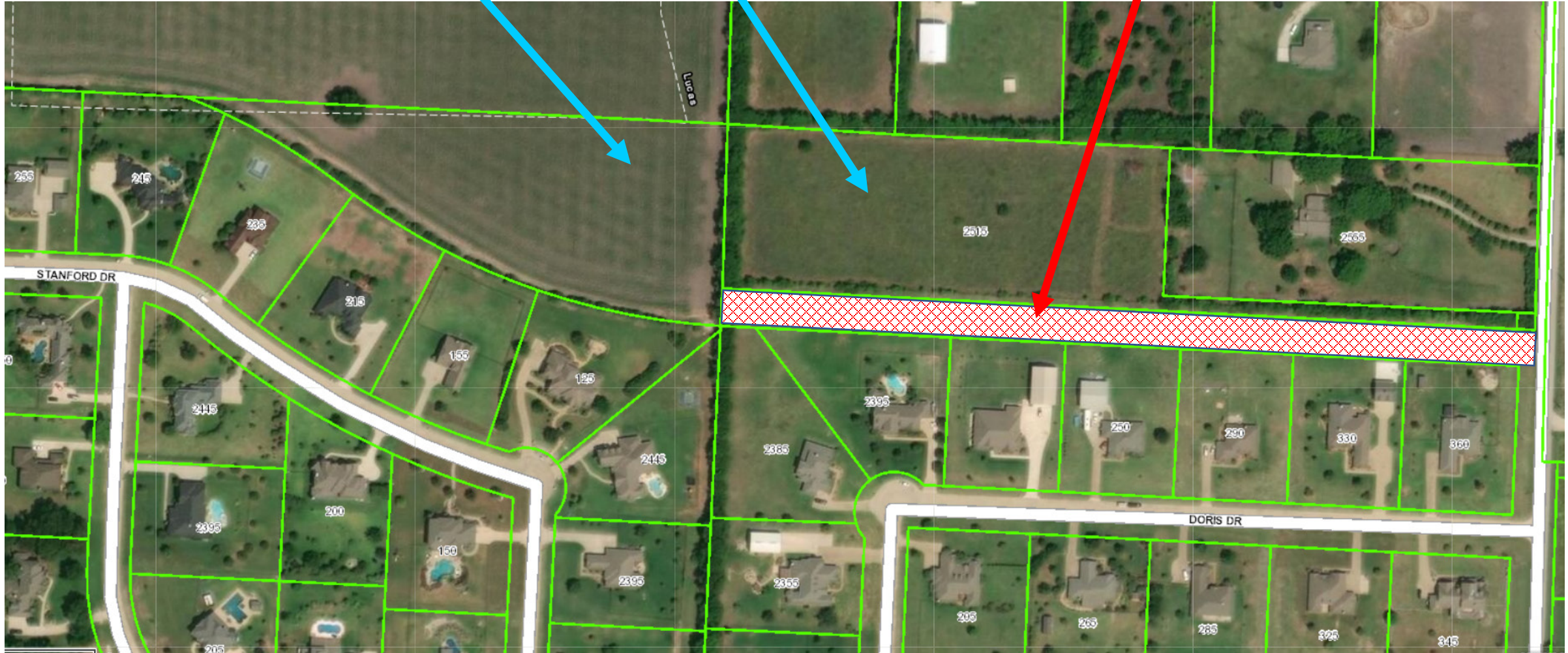
S80

LOCATION MAP

Justin an Angela Himmelreich property

William Shipley property

60' by 1320' right of way



After Recording, Return to:
Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

**RIGHT OF WAY USE LICENSE AND
HOLD HARMLESS AGREEMENT**

This **RIGHT OF WAY USE LICENSE AND HOLD HARMLESS AGREEMENT** (“Agreement”) is made by and between the **City of Lucas**, (hereinafter called “**City**”), a Texas Home Rule Municipality, **Justin and Angela Himmelreich** (hereinafter collectively called “**Licensee**”) whose address is [REDACTED], Collin County, Texas 75002.

WHEREAS, Licensee is the owner, or intends to purchase, real property generally described as 2515 Orr Road, Lucas, Collin County, Texas and more specifically described as Lot 1, Block 1 of the Himmelreich Estate, City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 2017, Page 826, Plat Records, Collin County, Texas (the “**Property**”); and

WHEREAS, City is the owner of a sixty-foot (60.0’) wide, 1.819-acre public right-of-way dedication adjacent to the southern property line of the Property, more particularly described in Exhibit “A” attached hereto and incorporated herein (“the **Licensed Premises**”); and

WHEREAS, Licensee desires to construct and maintain a privately-owned driveway and/or shrubs in the Licensed Premises (the “**Private Improvements**”); and

WHEREAS, City has determined it presently does not require the use of the Licensed Premises for use as a public street and desires to allow the Licensed Premises to be used for the Private Improvements subject to the provisions of this Agreement;

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City, City hereby grants to Licensee a non-exclusive license authorizing construction, maintenance, repair, replacement, and removal of the Private Improvements within the Licensed Premises and use of the Private Improvements for ingress and egress to the Property by Licensee and others authorized by Licensee who are coming to the Property (“the **Licensed Use**”), subject to the following:

1. The Term of this Agreement is perpetual; provided, however, this Agreement may be terminated as provided herein.
2. Licensee agrees to promptly defend, indemnify and hold City harmless from and against all damages, costs, losses, and expenses, including reasonable attorneys’ fees:

(a) for the repair, replacement, or restoration of the Licensed Premises, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the acts or omissions of Licensee, its heirs, administrators, assigns, officers, directors, employees, agents contractors, subcontractors, tenants, partners, and members; and

(b) from and against any and all claims, demands, suits, causes of action, and judgments for (i) damage to or loss of the property of any person (including, but not limited to Licensee, its heirs, administrators, assigns, agents, officers, employees, contractors, subcontractors tenants, partners, or members, City's agents, officers, and employees, and third parties); and/or (i) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of Licensee, Licensee's contractors or subcontractors, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of Licensee, its agents, employees, officers, contractors and/or subcontractors, in the performance of activities pursuant to this Agreement.

This indemnity provision shall not apply to any liability resulting from the sole negligence of City, its officers, employees, agents, contractors, or subcontractors. The provisions of this section are solely for the benefit of City and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

3. During the Term of this Agreement, Licensee agrees to maintain in full force and affect the following insurance:

(a) A policy of comprehensive general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the use of the Licensed Premises by Licensee pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$1,000,000; and

(b) During any period of construction activity with the Licensed Premises, a policy of automobile liability insurance covering any vehicles owned and/or operated by Licensee, its officers, agents, and employees with a minimum of \$1,000,000 combined single limit.

Notwithstanding the above limits, the amount of insurance coverage set forth herein to be purchased by Licensee shall at all times be not less than twice the amount of the maximum liability for City per occurrence as set forth in the Texas Tort Claims Act, as amended (Tex. Civ. Prac. & Rem. Code §101.001, et.seq. as amended or succeeded). Such insurance shall be endorsed to (i) name City as an additional insured, (ii) provide for a waiver of subrogation in favor of City, and (iii) provide for not less than thirty (30) day notice to City in the event of termination for non-payment or reduction of limits below the required minimums. A certificate of insurance in a form that complies with applicable law indicating the above coverage and endorsements are in effect shall be provided to City prior to Licensee commencing work to locate the Private Improvements in the Licensed Premises.

4. Licensee acknowledges and agrees that Licensee is not released by City from the responsibility or liability for damage to the Licensed Premises that may result from the construction, placement, operation and/or existence of the Private Improvements within the Licensed Premises.

5. If City determines, in its sole discretion, that in order for City to repair, replace, maintain, or alter the Licensed Premises or City's property, City utilities or City facilities including drainage facilities located on, over, or beneath the Licensed Premises, including the widening of any street or relocation of related curbs and/or sidewalks, and that it is reasonably necessary for Licensee to alter, relocate, or remove the Private Improvements within or from the Licensed Premises as the result of City's actions, Licensee shall solely bear the cost of repairing, replacing, or otherwise reconstructing any portion of the Private Improvements that may need to be relocated, altered, or removed by Licensee, with such relocations being at a place required by City.

6. If City determines in its sole discretion and upon reasonable engineering standards that the Private Improvements pose a hazard to the public or may interfere or impede traffic safety in any way, the Private Improvements, at the sole cost of Licensee, must be modified, relocated, or removed upon written notice from City, and this Agreement shall terminate.

7. The Private Improvements shall be designed and constructed in accordance with City's standard specifications and ordinances for driveways and shrubbery within the City. No other private improvements, permanent or temporary, shall be allowed within the Licensed Premises unless prior written permission from City is granted to Licensee.

8. It is understood that by execution and granting of this License, City does not impair or relinquish City's right to use the Right of Way or the Licensed Premises for any other purpose, nor shall use of the Licensed Premises by Licensee under this License ever be construed as abandonment by City of the Licensed Premises as a right of way. Licensee understands, acknowledges, and agrees that City does not by this Agreement grant or convey any real property interest in the Licensed Premises but merely consents to such use by Licensee to the extent City's authority and title permits.

9. This Agreement shall terminate upon the removal of the Private Improvements from the Licensed Premises for more than six (6) consecutive months.

10. Notwithstanding this grant of the license to Licensee to use the Licensed Premises as provided in this Agreement, Licensee shall continue to be obligated to comply with any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises. To the extent that any provisions of any conflict between this Agreement and any law, regulation, or ordinance governing construction and the placement of the Private Improvements within the Licensed Premises, the more stringent requirement shall control.

11. This Agreement shall be binding upon Licensee and Licensee's successors and assigns.

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

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

14. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

15. This Agreement may be amended only by the mutual written agreement of the parties.

16. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

If intended for Licensee, to:
Justin and Angela Himmelreich

[REDACTED]

In intended for City to:
City of Lucas
Attn: City Manager
665 County Club Road
Lucas, Texas 75002

With Copies to:
City of Lucas
Attn: City Engineer
665 County Club Road
Lucas, Texas 75002

Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager &
Smith, LLP
500 N. Akard Suite 1800
Dallas, Texas 75201

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

18. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of City under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, City does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to City against claims arising in the exercise of governmental powers and functions.

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

20. This Agreement may be terminated by City by providing one hundred and eighty (180) days' written notice to Licensee following a determination by City that City desires to use the Licensed Area to as an improved right of way to expand Forest Grove Road or any other right of way at said location. If City terminates this Agreement pursuant to this Section 20, Licensee shall be entitled to no compensation for the Private Improvements.

(signatures on following page)

SIGNED AND AGREED this _____ day of _____ 2019.

CITY OF LUCAS, TEXAS:

By: _____
Joni Clarke, City Manager

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney

SIGNED AND AGREED this _____ day of _____ 2019.

LICENSEE:

Justin Himmelreich

Angela Himmelreich

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2019, by Joni Clarke, City Manager, City of Lucas, Texas, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

DRAFT

LICENSEE’S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____, 2019 by **Justin Himmelreich** and **Angela Himmelreich**.

Notary Public, State of Texas

My Commission expires: _____

DRAFT

EXHIBIT "A"
Description of Licensed Premises

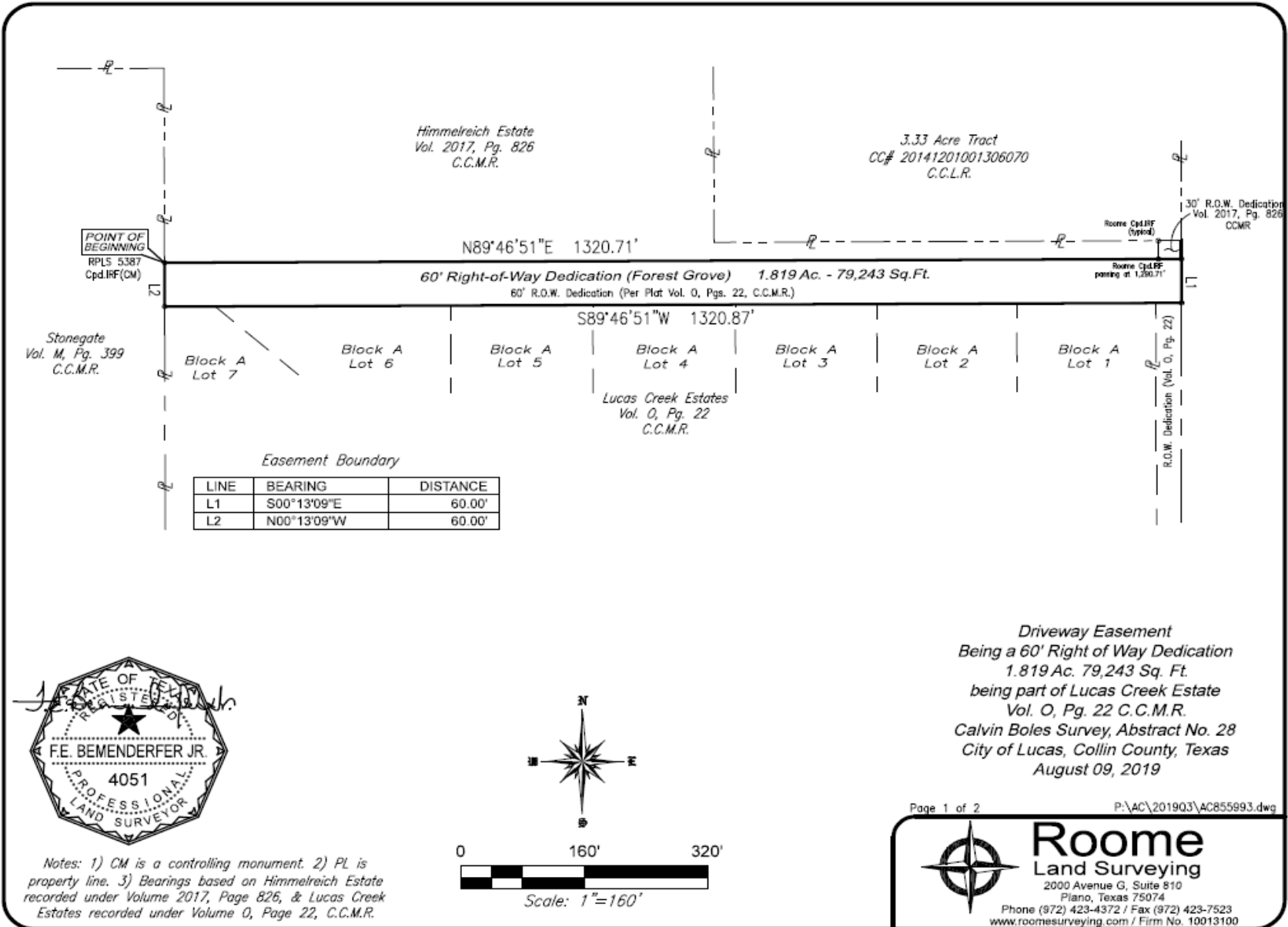


EXHIBIT "A"
Description of Licensed Premises

Driveway Easement
1.819 Acres/79,243 Sq.Ft.
Being a 60' Right-of-Way Dedication
Lucas Creek Estates - Vol. 0, Page 22, CCMR

SITUATED in the State of Texas, County of Collin and City of Lucas, being part of the Calvin Boles Survey, Abstract No. 28, being all of a 60' right-of-way dedication by Lucas Creek Estates as recorded in Vol. 0, Page 22 of the Collin County Map Records with said premises being more particularly described as follows:

BEGINNING at a RPLS 5387 capped iron rod found marking the northwest corner of said 60' right-of-way dedication, the northwest corner of Lucas Creek Estates, the southwest corner of Himmelreich Estate as recorded in Volume 2017, Page 826 of the Collin County Map Records, and being in the east line of Stonegate, an addition to the City of Lucas as recorded in Volume M, Page 399 of the Collin County Map Records;

THENCE with the north line of said 60' right-of-way dedication, the north line of Lucas Creek Estates, and the south line of Himmelreich Estate, North 89°46'51" East, passing at 1,290.71 feet a Roome capped iron rod found marking the west line of a 30' right-of-way dedication per Himmelreich Estate, and continuing for a total of 1320.71 feet to a point in Orr Road marking the northeast corner of said 60' right-of-way dedication;

THENCE with Orr Road along the east line of said 60' right-of-way dedication, South 00°13'09" East, 60.00 feet to a point in Orr Road marking the southeast corner of said 60' right-of-way dedication;

THENCE with the south line of said 60' right-of-way dedication, and starting at 33.81 feet along the north line of Lots 1-7, Block A of Lucas Creek Estates, South 89°46'51" West, 1320.87 feet to a point marking the northwest corner of Lot 7, Block A of Lucas Creek Estates, the southwest corner of said 60' right-of-way dedication, and being in the east line of the aforementioned Stonegate;

THENCE with the west line of said 60' right-of-way dedication, and the east line of Stonegate, North 00°13'09" West, 60.00 feet to the place of beginning and containing 1.819 acres or 79,243 square feet of land.



City of Lucas

Council Agenda Request

December 19, 2019

Requester: City Manager Joni Clarke
Lucas Farmers Market Committee Chair/Parks and Open Space Board Member
Debra Guillemaud

Agenda Item Request

Consider adopting Ordinance 2019-12-00902 establishing vendor participation fees for the 2020 Farmers Market vendors by amending the City of Lucas Code of Ordinances, Appendix C Fee Schedule, Article 21 Parks and Recreation.

Background Information

At the December 5, 2019 City Council meeting, the City Council discussed establishing a vendor participation fee for each Farmers Market to be held in 2020. The Farmers Market schedule that was approved by the City Council includes the following dates:

- First Market of the 2020 Season on April 25 (Fourth Saturday in April)
- May 9 (Second Saturday in conjunction with Founders Day) and May 23 (Fourth Saturday)
- June 13 (Second Saturday) and June 27 (Fourth Saturday)
- July 11 (Second Saturday) and July 25 (Fourth Saturday)
- August 8 (Second Saturday) and August 22 (Fourth Saturday)
- September 12 (Second Saturday) and September 26 (Fourth Saturday)
- October 10 (Second Saturday)
- November (no market scheduled)
- December 4 (First Friday indoor Holiday Farmers Market at Country Christmas)

The City Council proposed establishing a \$20 vendor participation fee for each occurrence of the Farmers Market and waiving the fees established in Article 4.000 Health Department Section. 4.100 Commercial Business (such as the temporary food establishment fee in the amount of \$60) for farmers market vendors and continuing to accept temporary food establishment permits issued by other jurisdictions. The goal of the vendor participation fee is to cover the expenses of the market.

Upon further evaluation of the recommendation to impose a \$20 per event vendor participation fee, the City Manager and the Chair of the Lucas Farmers Market Committee is proposing a flat fee of \$200 for value-added vendors and artisans for the season with no refund for cancelled markets due to weather. No refund if the vendor decides to no longer participate. If a vendor joins mid-season the fee is prorated based on when in the 11 markets they join. Country Christmas and Founders Day won't count in the prorate equation. To encourage vendor commitment for the season, there will not be an option for value-added vendors and artisans to participate in only a few periodic markets. The City Manager and Chair of the Lucas Farmers Market Committee would like to offer more flexibility to the agricultural producers regarding fees. Because the agricultural producers are the foundation for the market and have the most challenges because of the seasonal nature of the produce and risks associated with weather, the Lucas Farmers Market Committee would like to offer this group of vendors more flexibility and allow them to pay a \$20 vendor participation fee per market or a flat fee



City of Lucas

Council Agenda Request

December 19, 2019

of \$200 for the season. For example, if your only crop consists of pumpkins, which are only available in the fall, you can still participate with the Lucas Farmers Market Committee approval and by paying per market fee of \$20.

We believe that the flat fee approach still generates enough income to cover market expenses, is not as administratively burdensome to manage and encourages seasonal commitment from the value-added and artisan vendors.

The goal of the Lucas Farmers Market Committee was to maintain a vendor mix that included 50% agricultural producers, 30% value added/cottage food vendors and 20% artisan vendors. At the October 12 market, we had 13 agricultural producers, 13 value added producers and 6 artisan vendors. Of the 32 vendors, 17 were from Lucas (53%). At the November 2 market, we had 16 agricultural producers, 24 value added producers and 7 artisan vendors. Of the 47 vendors, 16 were from Lucas (34%). The mission statement of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.

The City Council also discussed electrical improvements and decided that improvements will be evaluated next season. It was also suggested that the Lucas Farmers Market Committee revise market rules to give preference to Lucas vendors. Review and updates to the rules will be discussed at the next Lucas Farmers Market Committee meeting scheduled for Tuesday, January 7, 2020 at 5:30 pm.

Attachments/Supporting Documentation

1. Agenda Item No. 04 from the December 5, 2019 City Council agenda
2. Ordinance 2019-12-00902 amending the City of Lucas Code of Ordinances, Appendix C Fee Schedule, Article 21 Parks and Recreation

Budget/Financial Impact

Staff anticipates that each market will require two staff members from Public Works or Development Services to assist with logistics and parking from 6:30 am until 12:30 pm (6 hours) with an approximate cost of \$620 per market. Two of the markets will be in conjunction with another city-sponsored event so no additional cost will be incurred. The projected cost necessary for staffing the markets would be \$620 per market * 11 markets = \$6,820.

With the proposed flat fee of \$200 for the season, the Farmers Market would need a commitment from 35 vendors to breakeven ($\$200 * 35 = \$7,000$).

Again, the agricultural producers would be offered more flexibility and be allowed to pay a \$20 vendor participation fee per market (at the discretion of the Lucas Farmers Market Committee) or a flat fee of \$200 for the season.



City of Lucas Council Agenda Request December 19, 2019

Recommendation

The Farmers Market Committee and City Manager still recommends waiving fees for the 2020 farmers markets to ensure the sustainability of the Farmers Market. However, if that is not supported by City Council, the establishment of a flat fee for the 2020 farmers market season would be preferred for value added producers and artisan with agricultural producers being offered more flexibility with a \$20 vendor participation fee per market (at the discretion of the Lucas Farmers Market Committee) or a flat fee of \$200 for the season.

Motion

I make a motion to approve/deny adopting Ordinance 2019-12-00902 establishing vendor participation fees for the 2020 Farmers Market vendors by amending the City of Lucas Code of Ordinances, Appendix C Fee Schedule, Article 21 Parks and Recreation to include a flat fee of \$200 for the 2020 farmers market season and waiving the fees established in Article 4.000 Health Department Section. 4.100 Commercial Business (such as the temporary food establishment fee in the amount of \$60) for value added producers and artisans and to allow a \$20 vendor participation fee per market (at the discretion of the Lucas Farmers Market Committee) or a flat fee of \$200 for the season for agricultural producers.

-OR-

I make a motion to approve/deny adopting Ordinance 2019-12-00902 establishing vendor participation fees for the 2020 Farmers Market vendors by amending the City of Lucas Code of Ordinances, Appendix C Fee Schedule, Article 21 Parks and Recreation to include a per event vendor participation fee of \$20 for the 2020 farmers market season for 11 markets and waiving the fees established in Article 4.000 Health Department Section. 4.100 Commercial Business (such as the temporary food establishment fee in the amount of \$60) and waiving fees for markets associated with Country Christmas and Founders Day.



City of Lucas

Council Agenda Request

December 5, 2019

Item No. 04

Requester: Councilmember Tim Baney
Lucas Farmers Market Committee Chair/Parks and Open Space Board Member
Debra Guillemaud

Agenda Item Request

Consider the administration, financial impact and logistics regarding the proposed 2020 Lucas Farmers Market:

- A. Consider the staffing requirements and financial support to enable planning for the 2020 Lucas Farmers Market, establishing a schedule, discussion of the budgetary impact and provide guidance to the Lucas Farmers Market Committee and staff.
- B. Consider a request from the City of Lucas Farmers Market Committee to exempt participants from permitting fees for the 2020 Farmers Market as required per the City's Code of Ordinances, Article 4.000 Health Department, Section 4.100 Commercial Business.

Background Information

At the May 16, 2019 City Council meeting, the City Council discussed exploring the idea of creating a Lucas Farmers Market and supported the Parks and Open Space Board to evaluate this endeavor.

At the July 23, 2019 Parks and Open Space Board meeting, the Board considered the viability of creating a Lucas Farmers Market to serve the community. Six individuals spoke in favor of creating a farmers market in Lucas at the Parks and Open Space meeting. Parks and Open Space Vice Chairman Vanhorn gave a presentation regarding the creation and structure of a farmers market discussing liability insurance requirements, ratio of food sold versus goods sold, having a single point of contact, and restrictions related to rules and regulations. The Board agreed to form a subcommittee that consisted of Vice Chairman Vanhorn and Board Member Guillemaud with the first meeting to be held on July 30, 2019.

In the July edition of the Lucas Leader, the City notified the community that the City was considering the viability of creating a Lucas Farmers Market. The City wanted this endeavor to be led by interested citizens. The Lucas Farmers Market Committee was formed with the interested volunteers and Debra Guillemaud agreed to serve as the chairperson.

The Lucas Farmers Market Committee made the decision to conduct two test markets that would be held at the Lucas Community Park, the first on October 12 and the second on November 2. The Committee conducted research relating the creation and management of a farmers market and went to work creating market guidelines, an online application and marketing material including a logo. Marketing occurred in the Allen American, Lucas Estate Life, and social media pages. The Lucas Farmers Market had 30 vendors attending the October 12 event and 50 vendors attending the November 2 event. Both test markets were well attended by the community.



City of Lucas

Council Agenda Request

December 5, 2019

The Lucas Farmers Market Committee is considering starting the planning process for the 2020 Lucas Farmers Markets in January 2020 and is seeking input and guidance from the City Council regarding this event. The schedule being proposed for evaluation is to hold a total of 13 markets. Markets would not be held in January, February, March and November. There will be one market in April, two markets in May, June, July, August and September, and then return to one market in October and December. The following is a proposed schedule:

- First Market of the 2020 Season on April 25 (Fourth Saturday in April)
- May 9 (Second Saturday in conjunction with Founders Day) and May 23 (Fourth Saturday)
- June 6 (Second Saturday) and June 27 (Fourth Saturday)
- July 11 (Second Saturday) and July 25 (Fourth Saturday)
- August 8 (Second Saturday) and August 22 (Fourth Saturday)
- September 9 (Second Saturday) and September 26 (Fourth Saturday)
- October 10 (Second Saturday)
- November (no market scheduled)
- December 4 (First Friday indoor Holiday Farmers Market at Country Christmas)

The Lucas Farmers Market Committee would like to further explore the sustainability of a Lucas Farmers Market in 2020. Keeping fees down may help drive vendor interest since we are a relatively unknown venue to participants and customers. The fees for health permits and required food vendors are below:

ARTICLE 4.000 HEALTH DEPARTMENT

Section. 4.100 Commercial business

- (a) Cost of service for permanent food establishment permit (2 TFER inspections): \$450.00.
- (b) Cost of service for each temporary event (1 TFER inspection): \$60.00.
- (c) Cost of service for each complaint investigation (1 TFER inspection): \$60.00.
- (d) Cost of service for mobile food vendor (hot and cold truck, seasonal vendor) (1 TFER inspection): \$250.00.
- (e) Cost of service for public swimming pool inspections (1 inspection per year): \$250.00.
- (f) Hourly cost of service for consultation outside of the aforementioned scope of services (health plan review, health final and CO inspections and/or for more than 1 inspection): \$100.00 per hour.

Attachments/Supporting Documentation

1. Farmers Market Report

Budget/Financial Impact

The fiscal year 19/20 budget included \$3,500 for the Lucas Farmers Market in line item 6211-448 Parks Events. Expenditures to date for the market in FY 18/19 were \$1,200.20 and in FY 19/20 are \$1,638.94 excluding staff. Staff anticipate that each market will require two staff members from Public Works or Development Services to assist with logistics and parking from 6:30 am until



City of Lucas

Council Agenda Request

December 5, 2019

12:30 pm (6 hours) with an approximate cost of \$620 per market. Two of the markets will be in conjunction with another city-sponsored event so no additional cost will be incurred. The projected cost necessary for staffing the markets would be \$620 per market * 11 markets = \$6,820.

Recommendation

Staff recommends approving the proposed schedule to hold 13 markets in 2020.

Staff recommends waiving fees for the 2020 farmers markets.

Motion

- A. I make a motion to approve/deny the 2020 proposed schedule, the funding associated with staffing the event and authorize the Lucas Farmers Market Committee to begin planning for the 2020 Lucas Farmers Market.
- B. I make a motion to approve/deny a request from the City of Lucas Farmers Market Committee to exempt participants from permitting fees for the 2020 Farmers Market as required per the City's Code of Ordinances, Article 4.000 Health Department, Section 4.100 Commercial Business.

2019 Farmers Market Report

Report Summary:

The Lucas Farmers Market Committee (LFMC) held two trial markets on October 12 and November 2 at the Community Park in 2019. A special holiday market is currently planned to be held in the Community Center during Country Christmas on December 6. At the October 12 market, there were 32 vendors who participated in the first trial market. At the November 2 market, there were 47 vendors who participated in the second trial market. There are currently 33 vendors scheduled to participate in the special holiday market during Country Christmas. The LFMC estimated over 1,000 visitors attended each trial run of the Farmers Market, and it is anticipated that attendance and vendor participation will increase in 2020.

The direct costs incurred by the City totaled \$5,725.49 for the October 2 and November 12 Farmers Markets. The direct costs include overtime for non-exempt staff and supplies for both markets. The indirect costs totaled \$3,337.28 which includes time for exempt staff who assisted at both markets. Although the indirect costs do not include additional work hours, planning meetings and City resources used at both markets, these factors should also be considered in contributing to significant staff time. The total event cost for direct and indirect expenses is \$9,062.77. The breakdown for the direct and indirect costs can be seen on the tables of the following pages.

The LFMC primarily consisted of 11 active volunteer members, with active being defined as volunteers who participated in more than two LFMC planning meetings. The LFMC held seven meetings starting in July through October and developed the mission statement and guidelines for the Farmers Market. Debra Guillemaud was selected as the LFMC Interim Chair during the initial trial period and worked with City Manager Joni Clarke and Development Services Director Joe Hilbourn regarding logistics for each Farmers Market. Additional duties included preparing meeting agendas and summaries, establishing rules and regulations, communicating information to vendors, determining vendor locations and managing late vendor changes.

The LFMC members attended other regional markets to recruit vendors as well as pursued other communication outreach tactics for additional vendor recruitment. The LFMC members also helped promote the Farmers Market through social media, designed the logo, signage and photo booth, wrote articles, and provided volunteering assistance at both trial markets. City staff was involved throughout the process and was active during market setup and hours of operation. City staff helped create the market rules and regulations, posted information on the City's website, purchased signage, created and updated vendor maps, prepared the Community Park for market days, developed additional parking, created the hospitality booth, and established permits, licenses and certification requirements for vendors.

Primary Feedback from the Farmers Markets:

- Continual assistance from City staff to set up the electricity in advance, turn on the lights, help park vendors with food trucks or trailers on the grass, assist with customer traffic flow and put out additional garbage cans.
- Recommend a minimum of one volunteer at vendor setup that can deal with any issues such as vendor locations.
- Develop new market layout for 2020 to show vendor locations and avoid barriers in the park.

- Separate vendor assignment from the layout map so the market manager can update as needed.
- Ensure the vendor map and information on the City’s website is updated.
- Establish clear parking guidelines for market vendors prior to the start of the event.
- Improved lighting since it is still dark when vendors arrive at 6:30 am.
- Consider weather impact strategy in the event of inclement weather and moving food trucks to the concrete area.
- Improve congestion along walking areas and limiting vendors to one side to allow more available walking space.
- Accessibility concerns of electric for vendors who need it for set up and operations.
- Consider additional parking needs as attendance is anticipated to increase.
- Consider three additional staff members to direct traffic.
- Safety concerns with pedestrians crossing Country Club Road.
- Improve lighting at the pavilion.
- Consider how to manage vendors that do not show up to participate at the market.
- Post only the market map on the City’s website and do not include a separate vendor list.
- Determine if the hospitality table is needed due to increasing costs of coffee, donuts, candy and additional expenses.
- Consider plastic bags with logo for consumers at the market and supplying water for the event.
- Establish review process of the permits, licenses and training needs by vendor type.
- Recommend the City to stop filing permits and certifications that vendors send in and instead, inform the vendors to have their documents on hand at the marker should they be requested.
- Set a deadline for vendor applications and making selections after the deadline to allow the LFMC to review all applicants together.
- Local artisan vendors were denied because the percentage of artisan vendors were maxed out early. Explore how to manage this in 2020 and determine if preference should be given to vendors located in Lucas.

Lucas Farmers Market Schedule:

6:00 am	On-Site Volunteers begin setup
6:30 am – 7:50 am	Vendor setup
7:55 am	All vendors vehicles must be relocated to the vendor parking area
8:00 am	Market is open
12:00 pm – 1:00 pm	Breakdown
1:00 pm	Vendors must be out

Lucas Farmers Market Committee (LFMC)	Number
Active Volunteers	11
City Staff Liaison	2
City Council Liaison	1
TOTAL	14

Farmers Market Cost Breakdown

Direct Costs	Amount
Supplies	
Apple Cider for October 12 Farmers Market	\$24.95
Apple Cider for November 2 Farmers Market	\$29.28
Business Cards	\$72.86
Candy for Hospitality Table	\$117.24
Coffee for October 12 Farmers Market	\$153.36
Coffee for November 2 Farmers Market	\$230.00
Decorations for Hospitality Booth	\$121.69
Donuts for October 12 Farmers Market	\$46.51
Donuts for November 2 Farmers Market	\$45.91
Logo	\$167.84
Shirts for LFMC members	\$959.50
Signage	\$870.00
Total Cost	\$2,839.14
Non-exempt City Staff Overtime (includes compensation and benefits)	
October 12 Farmers Market	
Anthony Aguinaga (8.5 hours)	\$339.85
Scott Dejong (8.5 hours)	\$455.08
Jose Quiles (8.5 hours)	\$260.41
Jacob Tassan (8.5 hours)	\$281.22
November 2 Farmers Market	
Anthony Aguinaga (8.5 hours)	\$339.85
Marcus Chaney (8 hours)	\$264.68
Scott Dejong (8.5 hours)	\$455.08
Cesar Guevara (8 hours)	\$245.09
Jose Quiles (8 hours)	\$245.09
Total Cost	\$2,886.35
TOTAL DIRECT COSTS	\$5,725.49

Indirect Costs	Amount
Exempt City Staff Time (includes compensation and benefits)	
October 12 Farmers Market	
Joni Clarke (6 hours)	\$732.59
Joe Hilbourn (8.5 hours)	\$689.53
November 2 Farmers Market	
Joni Clarke (6 hours)	\$732.59
Stanton Foerster (5.5 hours)	\$493.04
Joe Hilbourn (8.5 hours)	\$689.53
TOTAL INDIRECT COSTS	\$3,337.28

October 12 Farmers Market Breakdown

Market Vendors	Confirmed Participants
Agricultural Producers (Farmers, Ranchers, Other) Bare Naked Bee Company Berkshire Farms Fairview Farms Fieldsong Farm Gentlesoll Farm Kelly Family Farms Lovejoy High School Organic Permaculture Club Mill Creek Honey Bee Farm Nisan Farm Honey Printz Farms Royal Roost Farm Sunken Boot Honey Two Rivers Family Farm	13
Value Added Producers (Prepared Food Vendors, Cottage Food Vendors) Always Cookin' for 10 Buttermilk Sky Pie Cita's Salsa Cupid's Candies Julie's Sweet Ideas Love That! Gluten Free Lucas Cookie Company Oven Love Baked Goods Quaattro Grain R'Achelle's Rockin Juice Something from the Oven Spice and Tea Merchants Wisdom Health	13
Artisans (Artist, Craftsperson) Ah-Mazing Doors Body Artisan Cande Wrapperz MCLWood Rocky Creek Candy Company Woodshop Stop	6
TOTAL PARTICIPANTS	32

November 2 Farmers Market Breakdown

Market Vendors	Confirmed Participants
Agricultural Producers (Farmers, Ranchers, Other) Bare Naked Bee Company Berkshire Farms Buck Creek Meats Fairview Farms Fieldsong Farm Gentlesoll Farm Kelly Family Farms Lime Ridge Farm Lovejoy High School Organic Permaculture Club Mill Creek Honey Bee Farm Nisan Farm Honey On the Grow Rockin' SJS Farm/Raintree Ranch Royal Roost Farm Sunken Boot Honey Two Rivers Family Farm	16
Value Added Producers (Prepared Food Vendors, Cottage Food Vendors) Always Cookin' for 10 Amazing Dip Company Buttermilk Sky Pie Chimmy Tea Cita's Salsa Cross My Heart and Hope for Pie Cupid's Candies Dippin' Darlin's Igknighted Kitchen Julie's Sweet Ideas Lettuce Indulge Line Drinks Love That! Gluten Free Lucas Cookie Company Mix It Up Oven Love Baked Goods Quaattro Grain Something from the Oven Spice and Tea Merchants Spicemart Grocers and Caterers Susie's Snack Shop Sweet Life Baking and Canning Twisted Cake Balls Wisdom Health	24
Artisans (Artist, Craftsperson) Bees and Blossoms Soaps Body Artisan Cande Wrapperz MCLWood Ranch Hand Originals Rocky Creek Candle Company Woodshop Stop	7
TOTAL PARTICIPANTS	47

December 6 Holiday Farmers Market Breakdown

Market Vendors	Scheduled Participants
Agricultural Producers (Farmers, Ranchers, Other) Bare Naked Bee Company Buck Creek Meets Fieldsong Farm Gentlesoll Farm Kelly Family Farms Mill Creek Honey Bee Farm Nisan Farm Honey Royal Roost Farm Sunken Boot Honey	9
Value Added Producers (Prepared Food Vendors, Cottage Food Vendors) Always Cookin' for 10 Amazing Dip Company Chimmy Tea Igknighted Kitchen Julie's Sweet Ideas Love That! Gluten Free Lucas Cookie Company Mix It Up Oven Love Baked Goods Quaattro Grain Something from the Oven Spice and Tea Merchants Susie's Snack Shop Sweet Life Baking and Canning Twisted Cake Balls Wisdom Health	16
Artisans (Artist, Craftsperson) Ah-Mazing Doors Bees and Blossoms Soap Body Artisan Cande Wrapperz Canticle Farms MCLWood Ranch Hand Originals Woodshop Stop	8
TOTAL PARTICIPANTS	33



ORDINANCE 2019-12-00902

[FARMER MARKET VENDOR PARTICIPATION FEE OPTIONS]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED “FEE SCHEDULE” BY AMENDING ARTICLE 21.000 TITLED “PARKS AND RECREATION” BY ADDING A NEW PARAGRAPH (d) SETTING FORTH FEE OPTIONS FOR VENDORS PARTICIPATING IN THE FARMERS MARKET; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That Appendix C titled “Fee Schedule” of the City of Lucas Code of Ordinances is hereby amended by amending Article 21.000 titled “Parks and Recreation”, to read as follows:

“APPENDIX C

FEE SCHEDULE

ARTICLE 21.000 PARKS AND RECREATION

AMEND BY ADDING A NEW (d)

- (a) Pavilion fee (nonresident): \$25.00/hour.
- (b) Pavilion rental (resident): \$25.00/4 hours; \$50.00/all day.
- (c) Baseball fields B, C or D (nonresident): \$25.00/hour.
- (d) Farmers Market Vendor Participation Fee Options:

Option A:

- (1) Value added producers and artisans shall pay a flat fee of \$200.00 per Farmers Market season.
- (2) Agricultural producers may pay a flat fee of \$200 per Farmers market season. However, the Lucas Farmers Market Committee may waive the \$200 seasonal fee and charge \$20 for each market for agricultural producers providing limited seasonal items.

Option B:

Each vendor shall pay a participation fee of \$20.00 for each market occurrence during the Farmers Market season, excluding the Founders Day and Country Christmas markets.

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

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 19th DAY OF DECEMBER, 2019.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(12-11-2019:TM 112643)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

December 19, 2019

Requester: City Engineer Stanton Foerster

Agenda Item Request

Authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$754,185 for the design of the Snider Lane/White Rock Creek Bridge Project and to amend Fiscal Year 19-20 budget account 21-8210-491-135 Snider Lane/White Rock Creek Bridge.

Background Information

During several City Council and other public meetings, the need for Snider Lane White Rock Creek Bridge to be engineered from Susan Circle to Shady Lane was determined to be a priority safety improvement for the City of Lucas. The funding of this design was established as part of the \$9,000,000 Certificates of Obligation funded in August 2019.

Attachments/Supporting Documentation

1. Snider Bridge Roadway Improvements Agreement

Budget/Financial Impact

This design project was funded by 2019 Certificates of Obligations, but no funds were appropriated in the Fiscal Year 19-20 budget.

Recommendation

City Engineer Stanton Foerster recommends proceeding with engagement of Lakes Engineering for the design of the Snider Lane/White Rock Creek Bridge Project.

Motion

I make a motion to authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$754,185 for the design of the Snider Lane/White Rock Creek Bridge Project and to amend Fiscal Year 19-20 budget account 21-8210-491-135 Snider Lane/White Rock Creek Bridge.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

WHEREAS, the City desires in connection with the Snider Bridge and Roadway Improvements from Susan Circle to Shady Lane (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

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

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

**Article I
Term**

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

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

**Article II
Scope of Service**

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

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

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

Article V Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: _____

6.10 Insurance.

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

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

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

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

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

6.14 No Boycott Israel. Pursuant to Texas Government Code Chapter 2270, the Contractor agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

6.15 Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

City of Lucas, Texas

By: _____
Joni Clarke
City Manager

Approved as to form:

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

EXECUTED this _____ day of _____, 20__.

Lakes Engineering

By: _____
Name: _____
Title: _____

Exhibit "A"
Scope of Service

LAKES ENGINEERING, INC.

December 10, 2019

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

Subject: Snider Bridge – Design Phase Services

Dear Mr. Foerster:

We are pleased to submit this proposal for the design of the Snider Lane Bridge and associated roadway improvements. The limits of the Snider Bridge project are along Snider Lane from Susan Circle to just east of Shady Lane with a proposed bridge crossing White Rock Creek.

The Snider Bridge project is approximately 1300ft long. A bridge development report will be produced which provides the City with bridge structure options and a recommended alternative. The project scope will include all design and analysis required to produce complete construction plans for the improvements of the roadway, drainage, and bridge. A hydraulic analysis will be completed for the waterway to evaluate scour and design scour countermeasures as necessary. Lakes will utilize subconsultants to acquire necessary information such as the topographic survey and geotechnical investigation with recommendations for pavement design and bridge substructure depth. Our scope will include an estimation of probable construction cost, preparation of the bid documents and post design services for responding to requests for information and/or requests for modification. A detailed scope is attached.

Fee Proposal

Snider Bridge

Bridge Development Report, Design, Analysis, Permitting and Construction Plans	\$ 661,750.00
Survey, SUE, and Geotechnical Services	\$ 52,435.00
Bid Package and Post Design Services	\$ 40,000.00

Total Fee \$ 754,185.00 (Lump Sum)

We kindly ask for your review and approval of the attached scope and fee detailed above. Should you have any questions, please do not hesitate in contacting us. We look forward to providing engineering services to the City of Lucas.

Sincerely,
LAKES ENGINEERING, INC.


Christopher Meszler, P.E.
Principal

Scope of Services – Snider Bridge Project

SCOPE OF SERVICES

Snider Bridge and Roadway Improvements from Susan Circle to Shady Lane

Prepared for:



The City of Lucas, Texas

Prepared by:

**LAKES
ENGINEERING, INC.**

Lakes Engineering, Inc.
1903 Central Drive, Suite 102
Bedford, Texas 76021

September 2019

Project:

Snider Bridge and Roadway Improvements Project

Limits:

Susan Circle to Shady Lane

Purpose:

The objective of the project is for Lakes Engineering, Inc. (Lakes) to evaluate the water crossing at White Rock Creek, provide alternatives for bridge construction and produce final construction plans for the bridge, roadway and associated drainage improvements. Lakes will create a complete set of contract documents, specifications, supporting engineering analysis, calculations, bid package and other technical documents in accordance with City of Lucas policies, procedures and requirements.

Project Description:

Snider Lane will be widened and reconstructed to improve the condition, extend the service life and provide a roadway consistent with the City of Lucas street systems standards and neighborhood connector functional classification. The roadway will consist of two lanes, undivided, with a 24' concrete pavement width with a 2' stabilized shoulder on each side. The project will include a bridge crossing over White Rock Creek to replace the existing culvert. The project will also upgrade all pavement markings and all ground-mounted signs. The open drainage system along the roadway will be maintained or improved along Snider Lane. Driveway connections and access will be maintained and improved where impacted by construction. Temporary traffic control will be included in the construction plans; traffic will be maintained by single lane closures when possible and detours where necessary.

Scope:

Roadway Analysis

Pavement Design:

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

Horizontal and Vertical Alignment:

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

Traffic Control Analysis:

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

Scope of Services
Snider Bridge and Roadway Improvements Project
City of Lucas, Texas

phasing of roadways to accommodate the construction or relocation of utilities as necessary.

Roadway Plans

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

- Key Sheet
- Summary of Quantities
- Typical Sections and Details
- General Notes
- Project Layout
- Plan/Profile
- Intersection Details
- Driveway Details
- Cross Sections
- Temporary Traffic Control Plan
- Project Network Control

Drainage Analysis

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

- Drainage Calculations

Drainage Plans

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

- Drainage Map
- Lateral Culvert Plan/Profile
- Lateral Culvert Cross Section
- Special Ditch Plan/Profile
- Storm Water Pollution Prevention Plan
- Erosion Control Plan

Utilities

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

- Utility Adjustment Plan

Environmental Permits and Compliance

Preliminary Project Research:

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

Permit Applications:

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

Structures – Bridge Development Report

Prepare a Bridge Development Report (BDR) providing alternative designs with one recommended design.

- Bridge Geometry
- Superstructure Alternatives
- Foundation and Substructure Alternatives
 - Pier/Bent
 - Shallow Foundations / GRS Abutments
 - Deep Foundations
- Aesthetics
- TTCP/Staged Construction Requirements
- Constructability Requirements
- Quantity and Cost Estimates
- Retaining Wall Type Justification

Structures Analysis – Medium Span Bridge

Analyze, design, and develop contract documents for the bridge structures in accordance with applicable manuals, guidelines, standards, handbooks, and procedures memorandums. Contract documents shall display economical solutions for the given conditions. Provide Design Documentation consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media. The final design calculations shall be signed and sealed by a Texas-licensed professional engineer. \

- Design Report
- Load Rating

Structures Plans – Medium Span Bridge

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

- All Bridge Final Geometry
- General Plan and Elevation
- Construction Staging/Sequencing
- Approach Slab Plan and Details
- Expansion/Contraction Joint Details
- Miscellaneous Details
- End Bent Plan and Elevation
- End Bent Details
- Wingwall Geometry
- Foundation Layout
- Bridge Deck Reinforcing and Concrete Quantities
- Finish Grade Elevations
- Superstructure Plan
- Superstructure Section
- Miscellaneous Superstructure Details
- Reinforcing Bar Lists
- Prestressed Beam Schedules
- Framing Plan
- Bearing Pad and Bearing Plate Details

Structures Analysis– Retaining Walls

Design retaining walls where required to avoid impacts to adjacent structures, roadway features, trees and maintain the roadway within the right of way.

Structures Plans – Retaining Walls

The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- General Notes
- Miscellaneous Common Details
- Wall Control Plan and Elevation

Signing and Pavement Marking Analysis

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

Signing and Pavement Marking Plans

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

- Plan Sheets

Details

Signalization Analysis – N/A

Signalization Plans – N/A

Lighting Analysis – N/A

Lighting Plans – N/A

Landscape Architecture Analysis – N/A

Landscape Architecture Plans – N/A

Survey

Perform survey tasks in accordance with the City of Lucas survey standards.

Horizontal Project Control (HPC)

Establish and/or recover HPC, for the purpose of establishing horizontal control on the State Plane Coordinate System or datum; may include primary or secondary control points.

Vertical Project Control (VPC)

Establish and/or recover VPC, for the purpose of establishing vertical control on datum approved; may include primary or secondary vertical control points.

Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per available R/W Maps, platted or dedicated rights of way.

Topography/Digital Terrain Model (DTM) (3D)

Locate visible and apparent above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density to depict 1 foot contour intervals. Shoot all break lines, high and low points.

Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

Drainage Survey

Locate visible and apparent drainage structures (XYZ, pipe size, type, condition and flow line) within the project limits to specified and normal standards for survey and SUE.

Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location of boring sites established by geotechnical engineer.

Work Zone Safety

Provide work zone as required by City/State/Federal standards.

Vegetation Survey

Locate outline of vegetation within the project limits.
Locate individual trees greater than or equal to 6 inches trunk diameter within the apparent right-of-way.

Photogrammetry and Mapping – N/A

Geotechnical

Geotechnical investigation - Roadway:

Perform six (6) soil borings and testing along the project. All laboratory testing and classification will be performed in accordance with applicable ASTM Standards or AASHTO Standards. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Before beginning each phase of investigation and after the Notice to Proceed is given, submit an investigation plan for approval and meet with the City or representative to review the project scope and requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

Boring Location Plan:

Develop a detailed boring location plan and obtain utility clearance.

Traffic Control:

Provide traffic control for all field investigation activities.

Seasonal High Water Table:

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

Geotechnical Recommendations - Roadway:

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

Final Report - Bridge and Associated Walls

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.

The results of all tasks discussed in all previous sections regarding data interpretation and analysis.

Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

Any special provisions required for construction that are not addressed in the Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Analysis of Foundation Alternate(s)

Evaluation and selection of foundation alternative, including the following:

GRS-IBS

Spread footings

Prestressed concrete piling - various sizes

Steel H- piles

Steel pipe piles

Drilled shafts

Assist in selection of the most economical, feasible foundation alternative.

Detailed Analysis of Selected Foundation Alternate(s)

GRS-IBS

Spread footings (including soil bearing capacity, minimum footing width, and minimum embedment depth).

For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.

Assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)

Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run computer modeling programs. Review lateral analysis of selected foundation for geotechnical compatibility.

Estimated maximum driving resistance anticipated for pile foundations.

Provide settlement analysis.

Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

Lateral Load Analysis

Perform lateral load analyses as directed by the Engineer of Record for the selected foundation alternative.

Retaining Walls:

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

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil

Scope of Services
Snider Bridge and Roadway Improvements Project
City of Lucas, Texas

reinforcement lengths versus wall heights, and soil parameters assumed in analysis.
Estimate differential and total (long term and short term) settlements.
Provide wall construction recommendations.

Project Common and General Tasks

Cost Estimates:

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

Technical Special Provisions:

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

Field Reviews:

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

Coordination:

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

Public Involvement:

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

Other agency meetings:

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

Post Design Services

Post Design Services include shop drawing review and response to RFI's and RFM's.
Revisions to plans as necessary.



City of Lucas

City Council Agenda Request

December 19, 2019

Item No. 08

Requester: City Engineer Stanton Foerster

Agenda Item Request

Authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$802,115 for the design of the Stinson Road/Muddy Creek Bridge Project and to amend the Fiscal Year 19-20 budget account 21-8210-491-134 Stinson Road/Muddy Creek Bridge.

Background Information

During several City Council and other public meetings, the need for Stinson Road Middle Section, which includes the Muddy Creek Bridge, to be engineered from Bristol Park Road to Bentwater Drive was determined to be a priority safety improvement for the City of Lucas. A budget of \$820,000 was established as part of the \$9,000,000 Certificates of Obligation funded in August 2019.

Attachments/Supporting Documentation

1. Stinson Bridge and Roadway Improvements Agreement

Budget/Financial Impact

This design project was funded by 2019 Certificates of Obligation, but no funds were appropriated in the Fiscal Year 19-20 budget.

Recommendation

City Engineer Stanton Foerster recommends proceeding with engagement of Lakes Engineering for the design of the Stinson Road/Muddy Creek Bridge Project.

Motion

I make a motion to authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$802,115 for the design of the Stinson Road/ Muddy Creek Bridge Project and to amend the Fiscal Year 19-20 budget account 21-8210-491-134 Stinson Road/Muddy Creek Bridge.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

WHEREAS, the City desires in connection with the Stinson Bridge and Roadway Improvements from Bristol Park to Bentwater Drive (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

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

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

**Article I
Term**

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

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

**Article II
Scope of Service**

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

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

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

Article V Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: _____

6.10 Insurance.

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

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

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

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

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

6.14 No Boycott Israel. Pursuant to Texas Government Code Chapter 2270, the Contractor agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

6.15 Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

City of Lucas, Texas

By: _____
Joni Clarke
City Manager

Approved as to form:

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

EXECUTED this _____ day of _____, 20__.

Lakes Engineering

By: _____
Name: _____
Title: _____

Exhibit "A"
Scope of Service

LAKES ENGINEERING, INC.

December 10, 2019

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

Subject: Stinson Bridge – Design Phase Services

Dear Mr. Foerster:

We are pleased to submit this proposal for the design of the Stinson Road Bridge and associated roadway improvements. The limits of the Stinson Bridge project are along Stinson Road from just south of Bristol Park to Bentwater Drive with a proposed bridge crossing Muddy Creek.

The Stinson Bridge project is approximately 2000ft in length. A bridge development report will be produced which provides the City with bridge structure options and a recommended alternative. The project scope will include all design and analysis required to produce complete construction plans for the improvements of the roadway, drainage, and bridge. A hydraulic analysis will be completed for the waterway to evaluate scour and design scour countermeasures as necessary. Lakes will utilize subconsultants to acquire necessary information such as the topographic survey and geotechnical investigation with recommendations for pavement design and bridge substructure depth. Our scope will include an estimation of probable construction cost, preparation of the bid documents and post design services for responding to requests for information and/or requests for modification. A detailed scope is attached.

Fee Proposal

Stinson Bridge

Bridge Development Report, Design, Analysis, Permitting and Construction Plans	\$ 699,500.00
Survey, SUE, and Geotechnical Services	\$ 57,615.00
Bid Package and Post Design Services	\$ 45,000.00

Total Fee \$ 802,115.00 (Lump Sum)

We kindly ask for your review and approval of the attached scope and fee detailed above. Should you have any questions, please do not hesitate in contacting us. We look forward to providing engineering services to the City of Lucas for this important project.

Sincerely,
LAKES ENGINEERING, INC.


Christopher Meszler, P.E.
Principal

enc: Scope of Services – Stinson Bridge Project

SCOPE OF SERVICES

Stinson Bridge and Roadway Improvements from Bristol Park to Bentwater Drive

Prepared for:



The City of Lucas, Texas

Prepared by:

**LAKES
ENGINEERING, INC.**

Lakes Engineering, Inc.
1903 Central Drive, Suite 102
Bedford, Texas 76021

September 2019

Project:

Stinson Bridge and Roadway Improvements Project

Limits:

Bristol Park to Bentwater Drive

Purpose:

The objective of the project is for Lakes Engineering, Inc. (Lakes) to evaluate the water crossing at Muddy Creek, provide alternatives for bridge construction and produce final construction plans for the bridge, roadway and associated drainage improvements. Lakes will create a complete set of contract documents, specifications, supporting engineering analysis, calculations, bid package and other technical documents in accordance with City of Lucas policies, procedures and requirements.

Project Description:

Stinson Road will be widened and reconstructed to improve the condition, extend the service life and provide a roadway consistent with the City of Lucas street systems standards and neighborhood connector functional classification. The roadway will consist of two lanes, undivided, with a 24' concrete pavement width with a 2' stabilized shoulder on each side. The project will include a bridge crossing over Muddy Creek to replace the existing culvert. The project will also upgrade all pavement markings and all ground-mounted signs. The open drainage system along the roadway will be maintained or improved along Stinson Road. Driveway connections and access will be maintained and improved where impacted by construction. Temporary traffic control will be included in the construction plans; traffic will be maintained by single lane closures when possible and detours where necessary.

Scope:

Roadway Analysis

Pavement Design:

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

Horizontal and Vertical Alignment:

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

Traffic Control Analysis:

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

Scope of Services
Stinson Bridge and Roadway Improvements Project
City of Lucas, Texas

phasing of roadways to accommodate the construction or relocation of utilities as necessary.

Roadway Plans

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

- Key Sheet
- Summary of Quantities
- Typical Sections and Details
- General Notes
- Project Layout
- Plan/Profile
- Intersection Details
- Driveway Details
- Cross Sections
- Temporary Traffic Control Plan
- Project Network Control

Drainage Analysis

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

- Drainage Calculations

Drainage Plans

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

- Drainage Map
- Lateral Culvert Plan/Profile
- Lateral Culvert Cross Section
- Special Ditch Plan/Profile
- Storm Water Pollution Prevention Plan
- Erosion Control Plan

Utilities

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

- Utility Adjustment Plan

Environmental Permits and Compliance

Preliminary Project Research:

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

Permit Applications:

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

Structures – Bridge Development Report

Prepare a Bridge Development Report (BDR) providing alternative designs with one recommended design.

- Bridge Geometry
- Superstructure Alternatives
- Foundation and Substructure Alternatives
 - Pier/Bent
 - Shallow Foundations / GRS Abutments
 - Deep Foundations
- Aesthetics
- TTCP/Staged Construction Requirements
- Constructability Requirements
- Quantity and Cost Estimates
- Retaining Wall Type Justification

Structures Analysis – Medium Span Bridge

Analyze, design, and develop contract documents for the bridge structures in accordance with applicable manuals, guidelines, standards, handbooks, and procedures memorandums. Contract documents shall display economical solutions for the given conditions. Provide Design Documentation consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media. The final design calculations shall be signed and sealed by a Texas-licensed professional engineer. \

- Design Report
- Load Rating

Structures Plans – Medium Span Bridge

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

- All Bridge Final Geometry
- General Plan and Elevation
- Construction Staging/Sequencing
- Approach Slab Plan and Details
- Expansion/Contraction Joint Details
- Miscellaneous Details
- End Bent Plan and Elevation
- End Bent Details
- Wingwall Geometry
- Foundation Layout
- Bridge Deck Reinforcing and Concrete Quantities
- Finish Grade Elevations
- Superstructure Plan
- Superstructure Section
- Miscellaneous Superstructure Details
- Reinforcing Bar Lists
- Prestressed Beam Schedules
- Framing Plan
- Bearing Pad and Bearing Plate Details

Structures Analysis– Retaining Walls

Design retaining walls where required to avoid impacts to adjacent structures, roadway features, trees and maintain the roadway within the right of way.

Structures Plans – Retaining Walls

The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- General Notes
- Miscellaneous Common Details
- Wall Control Plan and Elevation

Signing and Pavement Marking Analysis

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

Signing and Pavement Marking Plans

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

- Plan Sheets

Details

Signalization Analysis – N/A

Signalization Plans – N/A

Lighting Analysis – N/A

Lighting Plans – N/A

Landscape Architecture Analysis – N/A

Landscape Architecture Plans – N/A

Survey

Perform survey tasks in accordance with the City of Lucas survey standards.

Horizontal Project Control (HPC)

Establish and/or recover HPC, for the purpose of establishing horizontal control on the State Plane Coordinate System or datum; may include primary or secondary control points.

Vertical Project Control (VPC)

Establish and/or recover VPC, for the purpose of establishing vertical control on datum approved; may include primary or secondary vertical control points.

Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per available R/W Maps, platted or dedicated rights of way.

Topography/Digital Terrain Model (DTM) (3D)

Locate visible and apparent above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density to depict 1 foot contour intervals. Shoot all break lines, high and low points.

Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

Drainage Survey

Locate visible and apparent drainage structures (XYZ, pipe size, type, condition and flow line) within the project limits to specified and normal standards for survey and SUE.

Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location of boring sites established by geotechnical engineer.

Work Zone Safety

Provide work zone as required by City/State/Federal standards.

Vegetation Survey

Locate outline of vegetation within the project limits.
Locate individual trees greater than or equal to 6 inches trunk diameter within the apparent right-of-way.

Photogrammetry and Mapping – N/A

Geotechnical

Geotechnical investigation - Roadway:

Perform six (6) soil borings and testing along the project. All laboratory testing and classification will be performed in accordance with applicable ASTM Standards or AASHTO Standards. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Before beginning each phase of investigation and after the Notice to Proceed is given, submit an investigation plan for approval and meet with the City or representative to review the project scope and requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

Boring Location Plan:

Develop a detailed boring location plan and obtain utility clearance.

Traffic Control:

Provide traffic control for all field investigation activities.

Seasonal High Water Table:

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

Geotechnical Recommendations - Roadway:

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

Final Report - Bridge and Associated Walls

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.

The results of all tasks discussed in all previous sections regarding data interpretation and analysis.

Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

Any special provisions required for construction that are not addressed in the Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Analysis of Foundation Alternate(s)

Evaluation and selection of foundation alternative, including the following:

GRS-IBS

Spread footings

Prestressed concrete piling - various sizes

Steel H- piles

Steel pipe piles

Drilled shafts

Assist in selection of the most economical, feasible foundation alternative.

Detailed Analysis of Selected Foundation Alternate(s)

GRS-IBS

Spread footings (including soil bearing capacity, minimum footing width, and minimum embedment depth).

For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.

Assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)

Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run computer modeling programs. Review lateral analysis of selected foundation for geotechnical compatibility.

Estimated maximum driving resistance anticipated for pile foundations.

Provide settlement analysis.

Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

Lateral Load Analysis

Perform lateral load analyses as directed by the Engineer of Record for the selected foundation alternative.

Retaining Walls:

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

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil

Scope of Services
Stinson Bridge and Roadway Improvements Project
City of Lucas, Texas

reinforcement lengths versus wall heights, and soil parameters assumed in analysis.
Estimate differential and total (long term and short term) settlements.
Provide wall construction recommendations.

Project Common and General Tasks

Cost Estimates:

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

Technical Special Provisions:

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

Field Reviews:

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

Coordination:

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

Public Involvement:

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

Other agency meetings:

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

Post Design Services

Post Design Services include shop drawing review and response to RFI's and RFM's.
Revisions to plans as necessary.



City of Lucas

City Council Agenda Request

December 19, 2019

Item No. 09

Requester: Councilmember Debbie Fisher

Agenda Item Request

Discuss regulating the takeoff and landing of aircraft in the City of Lucas with an exemption for medical and law enforcement purposes and provide staff direction on creating such ordinance.

Background Information

Uber is developing a fleet of flying taxis and expects to have a commercial operation in the DFW area by 2023. Uber Copter launched in Manhattan this year.

Noise from the McKinney Airport has negatively impacted many of our residents, especially the 24/7 helicopter runs. A previous Lucas Planning and Zoning Commission denied the building of a heliport in a residential area, but there is no restriction for private use in our ordinances.

There is no federal regulation to prohibit the takeoff and landing of helicopters as long as it can be done safely. Provided the pilot has permission from the landowner and they aren't making an approach that violates any rules, they can theoretically land a helicopter anywhere there is sufficient space, even a fast food parking lot. Federal regulations allow helicopters to land wherever permission is granted by the property owner, including a parking lot or front yard, requiring a landing area of only 40 square feet or less.

Having helicopters as a taxi service would be detrimental to the quality of life for our residents. Local governments have the authority to prohibit the takeoff and landings of any aircraft in their regulations.

The City of Grand Banks, North Dakota prohibits the takeoff and landing of aircraft in their city and their City ordinance states the following:

Chapter IX - OFFENSES AND MISCELLANEOUS PROVISIONS

- Section 9-0202. - Landing and takeoff of aircraft at unauthorized airports, helipads, or other unauthorized locations prohibited.

Except as otherwise permitted herein, it is unlawful for any person, operator, corporation, association or firm to cause or permit the landing or takeoff of any aircraft within the city limits of Grand Forks except at an authorized helipad, airport or other locations approved by the city council.

A link is provided to read Chapter IX in its entirety:



City of Lucas

City Council Agenda Request

December 19, 2019

https://library.municode.com/nd/grand_forks/codes/code_of_ordinances?nodeId=PTICICO_CHI_XOFMIPR_ART2NOBRPEOR_9-0202LATAAIUNAIHEOTUNLOPR

Attachments/Supporting Documentation

1. New York Times article “Helicopters: More Towns Are Starting to Say No”
2. Sun Sentinel article “Homeowner Cited for Helicopter Landing”
3. Planning and Zoning minutes dated January 8, 2001

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve/deny directing staff to prepare an ordinance that prohibits the takeoff and landing of aircraft in the City of Lucas.

The New York Times

Helicopters: More Towns Are Starting To Say No

By David Winzelberg

April 11, 1999

See the article in its original context from
April 11, 1999, Section LI, Page 14 Buy Reprints

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A FANTASY for those stuck in traffic and a convenience for corporate executives, the helicopter is the ultimate freedom machine. Unencumbered by flight plans or runways, these air taxis can take off at a moment's notice and land a few steps from a passenger's final destination.

But in recent years that freedom has been reduced on Long Island as more and more towns have passed regulations restricting where they can take off and land. And in some areas where helicopters can still operate on private property, neighbors are becoming more vocal about the noise.

There have been three or four helicopters at Bistran Gravel in East Hampton, flying back and forth to construction projects on Long Island and in Connecticut, but now there are none. "We used to be able to land anywhere," said Barry Bistran, the company's president. "But the town made restrictions on that."

Ken Kurrass, an officer of Norman Kurrass Construction, used a helicopter to get to job sites from his East Patchogue office in the 1970's and 1980's. "We would land in empty lots or an empty field," he said. "But now there are more restrictions on where you can land. If I have to land at an airport and then have to drive or provide transportation, then it's not worth it."

There was more helicopter activity on private property five or six years ago, according to Mike Brazill, the chief operating officer for Summit Aviation in Farmingdale, one of the Island's largest air charter companies.

"We would land around the Oyster Bay area, on the horse farms in Old Westbury and on private estates in the Hamptons," he said. "But there is less of that now, because local homeowners complained."

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Federal regulations allow helicopters to land wherever permission is granted by the property owner, including a parking lot or front yards, requiring a landing area of only 40 feet square or less. But most Long Island towns have prohibited helicopters on private property except in emergencies, such as police or hospital use. In some cases, special use permits can be issued.

In December, Cablevision applied to the Town of Oyster Bay to operate a helicopter from its newly acquired property in Bethpage, which it purchased from Northrop Grumman. While the application is under review, the company continues to fly in and out of the property, to the chagrin of some nearby homeowners.

"We don't want these things flying over our houses," said Julio Gonzalez, who lives across the street from the Cablevision site. Mr. Gonzalez, a retired pipe fitter who has lived in his ranch-style home on Stewart Avenue for 37 years, helped collect more than 600 signatures on a petition opposing the use of the Cablevision helicopter in his neighborhood.

Grumman had once tested a variety of aircraft at its Bethpage site, including the F-14 fighter and the AWACS radar plane. However, 105 acres of the 645-acre property is owned by the Navy, which exempted the flights from local government control.

"The AWACS did come in here," said Mr. Gonzalez, "but Grumman was responsive to our concerns. They were a good neighbor. Cablevision is just using it for the pleasure of running around here. They're very arrogant about it."

Cablevision flies a 1986 twin-engine Sikorsky 76 at the site and said its use is "appropriate and consistent with the rich aviation history at the Grumman site." They added: "We are happy to communicate with any interested parties in a constructive fashion."

Town Supervisor John Venditto urged Cablevision to stop its Bethpage helicopter operations pending the hearing on its special-use permit.

"It's critical that we maintain the delicate balance between business and the people who live here," he said. "But with the density of population that we have in the Town of Oyster Bay, helicopter travel is something I would look at with a jaundiced eye."

Ever since Thomson Industries established its headquarters in a Port Washington sand pit in 1962, the company used helicopters on the site, mostly to shuttle back and forth to its plant in Lancaster, Pa. Now a nine-passenger Sikorsky and a four-passenger A-Star make the trips for the company, which has since added three plants in Connecticut.

An ordinance passed by the Village of Port Washington North in the early 1970's allows Thomson to use of helicopters on its property, but the current village attorney, Stephen Limmer, said that the special use would not be given again.

"That use was grandfathered," Mr. Limmer said. "Today we wouldn't permit any helicopters." Even though Thomson's seven-acre property is in a commercial zone, there are several homes nearby, and according to Mr. Limmer, there have been complaints about noise.

Gould Ryder, general manager of Thomson's aviation division, has dealt with most of those complaints. Because of community concerns, the company has a self-imposed curfew on its helicopters. It will only fly from 8 A.M. to 8 P.M. on weekdays, with no flights on the weekends.

"We go out over abandoned property, then over Mill Pond and Manhasset Bay," Mr. Ryder said. "We might be going over three or four houses." A helicopter pilot for 25 years, Mr. Ryder said advancements in rotor systems have made aircraft quieter.

Matt Zuccaro, an aviation consultant and special adviser to the Eastern Regional Helicopter Council, a trade group, said many helicopters are quieter than some trucks and motorcycles. "We are very conscious of the problem and we are trying to mitigate the impact in terms of noise," he said. "We certainly fly in a congested area, and pilots try to fly at the highest altitude that's operationally feasible."

Unlike most fixed-wing aircraft, flight plans are not required for helicopters, according to Jim Peters, a spokesman for the Federal Aviation Administration. Once in the air, a helicopter pilot is required to notify the nearest air traffic control center. There are helicopter routes that pilots follow within the airspace between mid-Nassau County and eastern New Jersey, but while flying under 1,000 feet around most of Long Island, helicopter traffic goes largely unchecked.

A heliport master plan study conducted by the City of New York, citing National Transportation Safety Board statistics, said the safety record of metropolitan area heliports was nine times better than the national average. "Helicopter travel is very safe," Mr.

Zuccaro said. "You have a higher chance of death in an automobile."

Town officials and helicopter pilots said that Charles Wang, the chairman and chief executive of Computer Associates, commutes in a twin-engine Sikorsky from his home in Cove Neck to his company's baseball field helipad in Islandia. Computer Associates officials said they would not comment on the helicopter.

Late last year, Computer Associates applied for a second helipad on its 75-acre property, according to Mr. Peters of the F.A.A.. "Originally, they were going to put it on the roof, but there's too much machinery up there," said an Islandia village official. Located about two and a half miles from MacArthur Airport, Islandia has nothing in its zoning code that prohibits helicopters on private property. Although there is a condominium complex nearby, a village official said there have been no complaints about the helicopter.

The Hamptons are a popular destination for air travelers, especially during the summer, when passengers at Manhattan heliports board an endless stream of helicopters bound for the East End. Because of local restrictions barring landings on private property, they touch down at airports in Westhampton, East Hampton and Montauk and at a helipad in Southampton.

The Village of Southampton built the heliport on Meadow Lane to serve the residences of the exclusive ocean-front homes across the street, according to the Village Administrator, Jim Van Nostrand. Consisting of a 40-foot-square landing area and a wind sock, the Southampton pad is open for day landings only. The village has "not received very many complaints" about the helicopters, he said.

There are also charter services on the Island. Summit charges \$1,400 and up to charter a five-passenger A-Star for the 40-minute flight from Manhattan to the East End.

Mr. Brazill said his pilots still land and take off on private property, but mostly in Connecticut and upstate New York, where rules are more relaxed. He said Long Island should establish more public-use heliports, which would make helicopter flight more convenient to those living or working in restricted areas. And for those they serve, time is money.

"You're talking about people who run big corporations and have huge responsibilities," Mr. Brazill said. "Their time is so valuable. Why should they sit in a car for three or four hours?"

HOMEOWNER CITED FOR HELICOPTER LANDING

By **Juan Ortega Staff Writer** **Staff Researcher Barbara Hijek contributed to this report**
SOUTH FLORIDA SUN-SENTINEL

SEPTEMBER 25, 2009 | DAVIE

Sparked by some neighbors' complaints, the **Federal Aviation Administration** is investigating a **Davie** homeowner's helicopter ride that ended safely in a backyard near his home.

Some neighbors say they haven't been disturbed by the helicopter's flights across the neighborhood in recent months. But others worry the aircraft could crash into a home or power line.

"We're concerned," said neighbor Jim Murray, 61. "I don't like it one bit."

Acting on a neighbor's complaint Thursday morning, police arrived and found the small, blue helicopter parked in a yard on the southwest corner of Southwest 14th Street and 145th Avenue.

The helicopter was near the home of 37-year-old Sean Wagner. Police cited him for **violating the town's residential zoning ordinances**, said police spokesman Sgt. Greg Gasse.

On his attorney's advice, Wagner declined to comment. His attorney couldn't be reached for comment by phone.

Wagner can appeal the citation in Broward court in November.

It was unclear whether Wagner, who obtained his student pilot certificate in March, or another pilot landed the aircraft. But given Thursday's incident, the FAA will review the case "to determine whether there are any violations of the regulations," said Kathleen Bergen, an FAA spokeswoman.

It won't be the first time the FAA has scrutinized the landings. Earlier this year, an FAA inspector found the **helicopter's trips were not violating any federal air-safety regulations**, Bergen said.

While municipalities are allowed to impose stricter helicopter landing rules, federal regulations generally don't prohibit such landings in residential areas as long as they are only done occasionally and safely, Bergen said. Helicopter pilots must maintain a reasonable, safe distance from buildings, trees and power lines, Bergen said.

For example, the FAA found a Central Florida father didn't violate regulations in August when he safely flew his 14-year-old son to his first day of classes at East Ridge High School in Clermont. A Lake County sheriff's deputy had reported the flight to the FAA after seeing the helicopter on a field behind some portable classrooms.

"Helicopters are very maneuverable and they could be operated in many areas," Bergen said.

Staff Researcher Barbara Hijek contributed to this report. Juan Ortega can be reached at jcortega@sunsentinel.com or 954-356-4701.

See it

Watch raw video of the helicopter in the Davie neighborhood at

SunSentinel.com/helicopter

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This article is related to: [Federal Aviation Administration](#), [Davie](#)

**MINUTES OF REGULAR MEETING
CITY OF LUCAS
PLANNING & ZONING COMMISSION
JANUARY 8, 2001**

Present:

Mark Trethewey, Chairman
Steve Chapman, Commissioner
Jim Stroup, Commissioner
Bob Casey, Commissioner
Mike Marafine, Alternate Commissioner
John Helm, Alternate Commissioner

- 1) Call to Order, Determination of Quorum-Chairman, Mark Trethewey **7:37 PM**
- 2) Approve Minutes – No corrections to minutes for December 11, 2000 or December 18,2000. Commissioner Stroup made a motion to approve the minutes as submitted. Commissioner Casey seconded the motion; **motion carried unanimously.**
- 3) Citizen Input/Discussion **None**
- 4) **PUBLIC HEARING** for Specific Use Permit for Brian D. Sauer to land a helicopter on said property located at 600 Long Road, which consist of 11 acres of land.

Open Public Hearing

7:40 PM

Citizen Input FOR:

Brian Sauer, 10650 Control Pl., Dallas, Texas 75238 – Mr. Sauer stated he was the applicant for the SUP and was considering buying the property as his permanent residence and wanted to utilize a helicopter for his out-of-state travel for work. He further stated he would not be using the helicopter during hours when most residents were sleeping and that the noise level should not be offensive.

Citizen Input AGAINST:

Chairman Trethewey submitted letters into the record from residents who could not attend the meeting or did not wish to speak publicly. Letters were from: David L. and Susan A. Rhoads, James V. Reed (property owner), Georgia Gray Fuller, Joyce & Phillip Wiley and Gerald J. Baumann. The following residents spoke in opposition to the proposed SUP:

Laura Strain, 1150 Bloom St.
Robert Lewis, 1255 Christian Lane
Barbara Griffin, 2 North Star
Debbie Vavra, 15 North Star
Debbie Fisher, 1280 Christian Lane
Tom Grisak, 1155 Christian Lane
Vicki Hoffman, 1275 Bloom St.
Bob & Tracy Matern, 2 Choice Ln. (also submitted letter)

Steve & Jane McGregor, 1120 Bloom St.
Karl Warning, 1325 Bloom St. (also submitted letter)
Greg Fischer, 7 Choice Lane
Mark E. Brant, 1225 Bloom St.
Mark McDonald, 1075 Christian Lane
Fred Horak, 1165 E. Lucas Rd. (also submitted letter)
Karren Dian Shilt, 1125 Bloom St.

The following residents asked that their opposition be entered into record:

Steve Schmuker, 7 Rollingwood
Lorrie Calton, 735 Christian Ln.

David Calton, 940 Winningkoff Rd.
Suzanne Calton, 940 Winningkoff Rd.

Closed Public Hearing

8:00 PM

The Commission concerning their views on the request held a brief discussion. Commissioner Marafine made a motion to deny the SUP without prejudice. Commissioner Helm seconded the motion. **Motion carried unanimously.**

Meeting Adjourned

8:04 PM


Mark Hednewey, Chairman


Linda Shoup, City Administrator



City of Lucas Council Agenda Request December 19, 2019

Item No. 10

Requester: City Manager Joni Clarke

Agenda Item Request

Consider Resolution R 2019-12-00494 expressing interest in forming a coalition of non-member customer entities of the North Texas Municipal Water District.

Background Information

The NTMWD is made up of 13 member cities, 14 customer cities and 20 special utility districts. The City of Lucas is one of the 13 non-member customer cities.

On November 18, 2019, the City of Rowlett hosted a meeting with 11 of the 14 customer cities, and based on discussions, there was an interest to form a coalition among the non-member customer entities. Non-member customer entities share common concerns that include:

- The contractual “Take-or-Pay” rate structure is outdated and disincentivizes water conservation while forcing non-member customer entities to pay for water they do not use;
- The lack of representation and communication in decisions made by the North Texas Municipal Water District reduces transparency and is detrimental to the governance of non-member customer entities residents and businesses;
- The prohibition preventing non-member customer entities to become a member city; and
- A discriminatory water rate methodology that charges non-member customer entities more than member cities.

The goal of forming a coalition of non-member customer cities is to resolve common concerns and to work as a group with the North Texas Municipal Water District.

Attachments/Supporting Documentation

1. Resolution R 2019-12-00494
2. Letter from City of Rowlett
3. Presentation from November 18 meeting.

Budget/Financial Impact

NA



City of Lucas Council Agenda Request December 19, 2019

Recommendation

Staff recommends approving the Resolution of Support expressing a desire to from and participate in a coalition of non-member customer cities of the NTMWD.

Motion

I make a motion to approve Resolution R 2019-12-00494 joining a coalition of non-member customer entities of the North Texas Municipal Water District to identify and evaluate services provided to Lucas residents and businesses.



Resolution R 2019-12-00494

(Supporting Coalition of Non-Member Customer Entities of NTMWD)

A RESOLUTION OF THE CITY OF LUCAS APPROVING A DESIRE TO JOIN A COALITION OF NON-MEMBER CUSTOMER ENTITIES OF THE NORTH TEXAS MUNICIPAL WATER DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Texas Municipal Water District is a utility district consisting of 13 member cities, and 34 “non-member customer entities” made up of 14 customer cities and 20 special utility districts; and

WHEREAS, the City of Lucas is one of the 34 non-member customer entities of the North Texas Municipal Water District; and

WHEREAS, the North Texas Municipal Water District is the only realistic source of water for thousands of users in the non-member customer entities populations; and

WHEREAS, non-member customer entities share common concerns that include 1) a lack of any voice or participation in decisions made by the North Texas Municipal Water District that affect our residents and businesses, 2) outdated contractual provisions that disincentivize water conservation, and 3) rates that are higher than member cities.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF LUCAS:

SECTION 1: That the City of Lucas shares the same concerns as other non-member customer entities of the North Texas Municipal Water District as follows:

- The contractual “Take-or-Pay” rate structure is outdated and disincentivizes water conservation while forcing non-member customer entities to pay for water they do not use;
- The lack of representation and communication in decisions made by the North Texas Municipal Water District reduces transparency and is detrimental to the governance of non-member customer entities residents and businesses;
- The prohibition preventing non-member customer entities to become a member city; and
- A discriminatory water rate methodology that charges non-member customer entities more than member cities.

SECTION 2: That the City of Lucas expresses its desire to join with other non-member customer entities to form a coalition that will identify and evaluate issues common to our organizations and give voice to our residents and businesses.

SECTION 3: This resolution shall become effective immediately upon its passage.

CITY OF LUCAS, TEXAS

ATTEST

Jim Olk, Mayor

Stacy Henderson, City Secretary

Mayor ~ Tammy Dana-Bashian
Mayor Pro Tem – Martha Brown
Deputy Mayor Pro Tem ~
Matt Grubisich
City Council ~
Robert Blake Margolis
Brownie Sherrill
Whitney P. Laning
Pamela Bell
City Manager ~ Brian Funderburk



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November 25, 2019

Entity Name and Address

Re: Invitation to join a coalition of the non-member customer entities of the North Texas Municipal Water District

My name is Tammy Dana-Bashian and I am the Mayor of the City of Rowlett, Texas. I would like to invite you to join a coalition of the non-member customer entities of the North Texas Municipal Water District (NTMWD).

The City of Rowlett is one of 34 non-member entities of the NTMWD. The entire NTMWD is made up of 13 member cities, and 14 customer cities and 20 special utility districts. You are one of those 34 non-member customer entities.

Non-member customer entities share common concerns that include 1) a lack of any voice or participation in decisions made by the NTMWD that affect our residents and businesses, 2) outdated contractual provisions that disincentivize water conservation, and 3) rates that are higher than member cities.

On November 18, 2019, the City of Rowlett hosted a meeting of 11 of the 14 customer cities. Based on this discussion, there is interest to form a coalition among the non-member customer entities and we would like you to consider joining. The group requested a draft resolution expressing interest to create such a coalition and further recommended that the offer be made to all non-member customer entities. I have attached the draft resolution which expresses a desire to join the coalition. I have also included a copy of the powerpoint presented at this meeting.

We also want you to know that we notified the NTMWD of the November 18th meeting. It is our intent to be transparent while still providing the latitude for the non-member customer entities to decide how this coalition will form and what its focus will be.

The initial steps are as follows:

1. Circulate the invitation and draft resolution among all 34 non-member customer entities
2. Share the presentation discussed at the November 18th meeting with the non-member customer entities
3. Non-member customer entities desiring to join should adopt the draft resolution in December or January



4. Goal is to have the first meeting in February 2020 who will then determine the actual structure and mission of the coalition

The initial resolution expressing interest to form the coalition doesn't have to be exact. Each entity may wish to modify the language to meet their needs with the basic purpose to form a group of interested non-member customer entities to come together to resolve common concerns and to work as a group with our common water provider. Once the group makes a recommendation for the actual structure and mission, we would have a more firm, enabling resolution for the group to adopt.

Please provide a point of contact for future communications regarding this matter. We would like a contact name, email and phone number. We would also appreciate any updates from your point of contact on action to have or anticipate having in regard to joining the coalition that we can share with the entire group. You can communicate the point of contact or reach out to us if you have any questions about the resolution, presentation, or the meeting. My cell number is 469-203-9750 and my email is tdana-bashian@rowlett.com. Or you can contact my City Manager, Brian Funderburk at 972-948-8150 or by email at bfunderburk@rowlett.com. Brian and I would be glad to meet with you or talk by phone at your choice. Thanks.



Tammy Dana-Bashian
Mayor



NTMWD Customer Cities Luncheon

Rowlett Community Center

November 18, 2019



Agenda

Gather

Introductions and opening comments – Rowlett Mayor, Tammy Dana-Bashian

Serve Lunch

Program – Rowlett City Manager, Brian Funderburk

- Brief history of the North Texas Municipal Water District (NTMWD)
- NTMWD water supply strategy
- Rate increases
- Member and Customer Cities usage
- Cost of unused water under take or pay provision
- PUC action
- Summary of Customer Cities issues

Discussion and wrap-up – Rowlett Mayor, Tammy Dana-Bashian

Next Steps

Mayor - Tammy Dana-Bashian
 Mayor Pro Tem - Martha Brown
 Deputy Mayor Pro Tem -
 Matt Grubisich
 City Council -
 Robert Blake Margolis
 Howmie Sheerill
 Whitney P. Lasing
 Pamela Hoff
 City Manager - Brian Funderburk



City of Rowlett - www.rowlett.com
 4000 Main Street, Rowlett, TX 75088
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You're invited to attend...

The City of Rowlett would like to invite the Mayors, City Managers and/or designees of the customer cities of the North Texas Municipal Water District (NTMWD) to a luncheon meeting. The purpose of the meeting is to determine if there is common ground to establish a consolidated approach or position on issues and concerns mutually affecting NTMWD customer cities. Topics could include representation on the NTMWD Board, take-or-pay, water conservation, etc. In the interest of transparency, NTMWD staff will be notified of this meeting.

Date: Monday, November 18, 2019

Time: 11:45am - 1:30pm

Location: Rowlett Community Centre - Room A, 5900 Main Street, Rowlett, Texas 75088

Please RSVP by Wednesday, November 13 to Evette Whitehead, Executive Assistant to the City Manager, evwhitehead@rowlett.com or 972-412-6113.

Questions, please contact Rowlett City Manager, Brian Funderburk at bunderburk@rowlett.com or 972-800-8436.

We look forward to seeing you!





Brief History

OUR KEY MILESTONES INCLUDE:

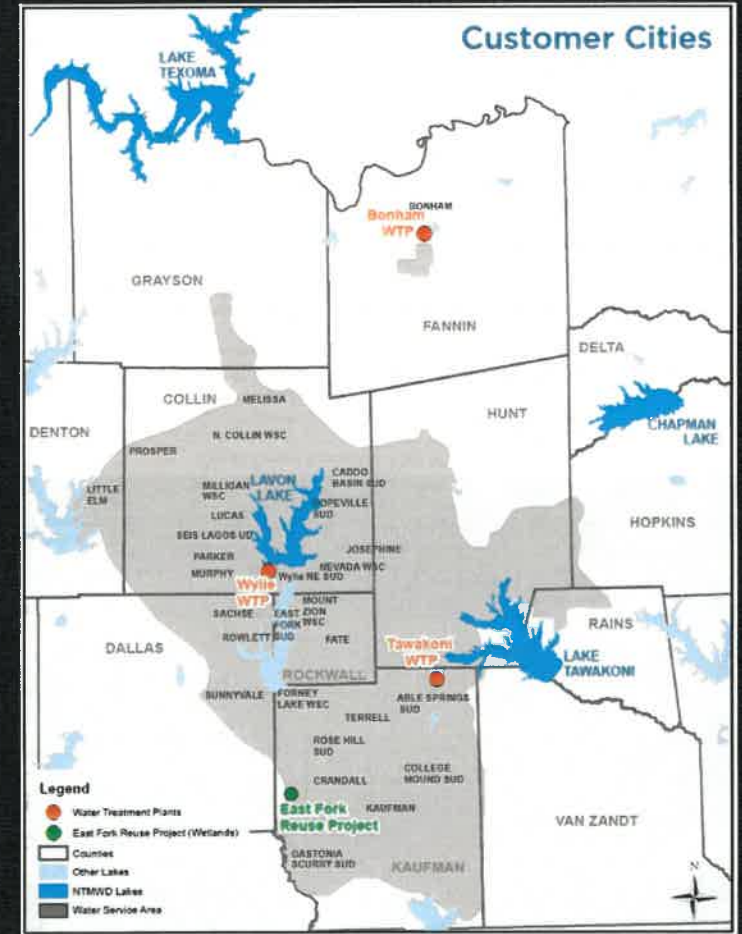
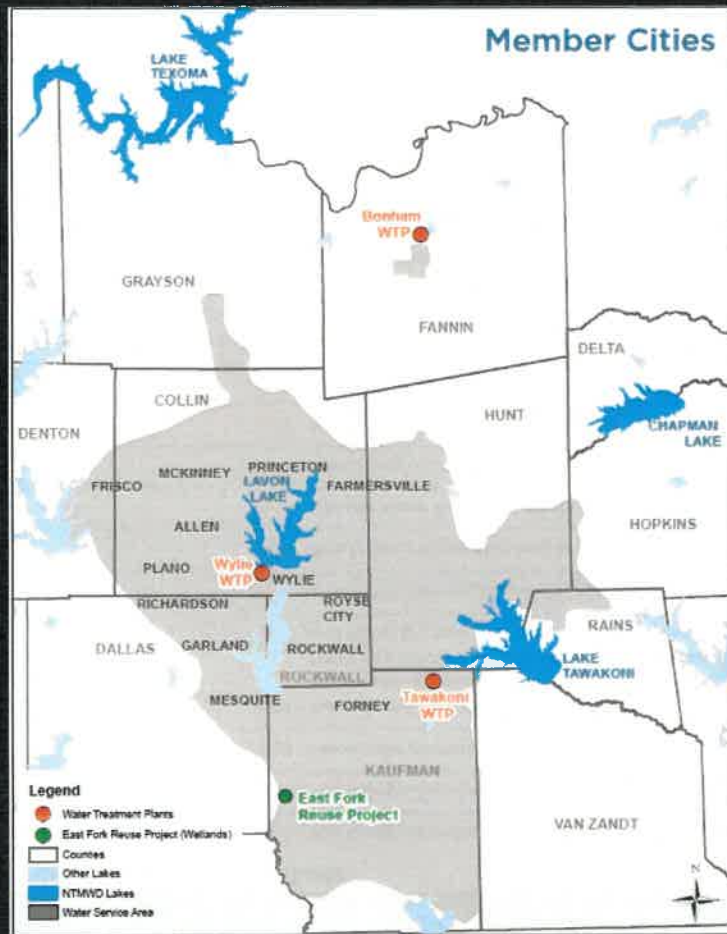
- 1945** U.S. Congress authorizes construction of Lavon Lake
- 1946** Tri-County Lavon Reservoir Association convenes
- 1948** Lavon Lake construction begins
- 1951** North Texas Municipal Water District created as a special district of the state 10 cities (Farmersville, Forney, Garland, McKinney, Mesquite, Plano, Princeton, Rockwall, Royse City and Wylie) became the original Member Cities.
- 1954** NTMWD creates regional water system (pop. 32,000)
- 1956** First treated water plant begins operations
- 1966** Obtains Water Rights permit for Cooper Lake
- 1968** USACE begins construction on Cooper Lake
- 1972** NTMWD creates regional wastewater system
- 1973** City of Richardson becomes 11th Member City
- 1975** Lavon Lake dam raised to store more water (pop. 200,000)
- 1980** NTMWD creates regional solid waste system
- 1982** Maxwell Creek Landfill opens
- 1986** Water rights permit for Lake Texoma obtained
- 1987** Wilson Creek regional wastewater treatment plant begins operations
- 1990** 72" Texoma pipeline construction begins
- 1991** Cooper Lake dam completed after injunction causes 15 year delay
- 1994** Total population served = approx. 800,000
- 1998** City of Allen becomes 12th Member City
- 1998** Cooper Lake renamed Jim Chapman Lake by act of Congress

- NTMWD was created in 1951 with 32,000 customers
- Today, NTMWD serves 1.7 million
- 13 member cities
- 14 customer cities + various districts
- In 2019, NTMWD delivered nearly 100 billion gallons of water

- 2001** City of Frisco becomes 13th Member City
- 2004** 121 Regional Disposal Facility opens in Melissa
- 2006** Began permitting process to build the Bois d'Arc Lake to meet future water needs
- 2008** East Fork Reuse Project in operation using 1,840-acre manmade wetlands
- 2009** Zebra Mussels detected in Lake Texoma; 28% of water supply lost
- 2011** Lake Tawakoni Water Treatment Plant begins operations; drought plan initiated (hottest year on record)
- 2013** Ozone disinfection facilities begin service
- 2014** Texoma to Wylie WTP pipeline complete, restoring access to Lake Texoma – 28% of water supply
- 2015** Water rights permit for Lower Bois d'Arc Creek Reservoir obtained (pop. 1.6 million)
- 2018** Construction begins on first new major reservoir in Texas, Bois d'Arc Lake, in nearly three decades



NTMWD Member and Customer Cities





NTMWD Member and Customer Cities

Member Cities

Allen (1998)
Farmersville
Forney
Frisco (2001)
Garland
McKinney
Mesquite
Plano
Princeton
Richardson (1973)
Rockwall
Royse City
Wylie

(Latest cities to become members. The original ten member cities founded the district in 1951)

Customer Cities

Fairview
Fate
Josephine
Kaufman
Little Elm
Lucas
Melissa
Murphy
Parker
Prosper
Rowlett
Sachse
Sunnyvale
Terrell
+ 20 special districts



NTMWD Water Supply Strategy – Future Sources

NTMWD strategy is to use “conservation and reuse” to make up the equivalency of another water source.



WATER SUPPLY PLANNING: FUTURE SOURCES

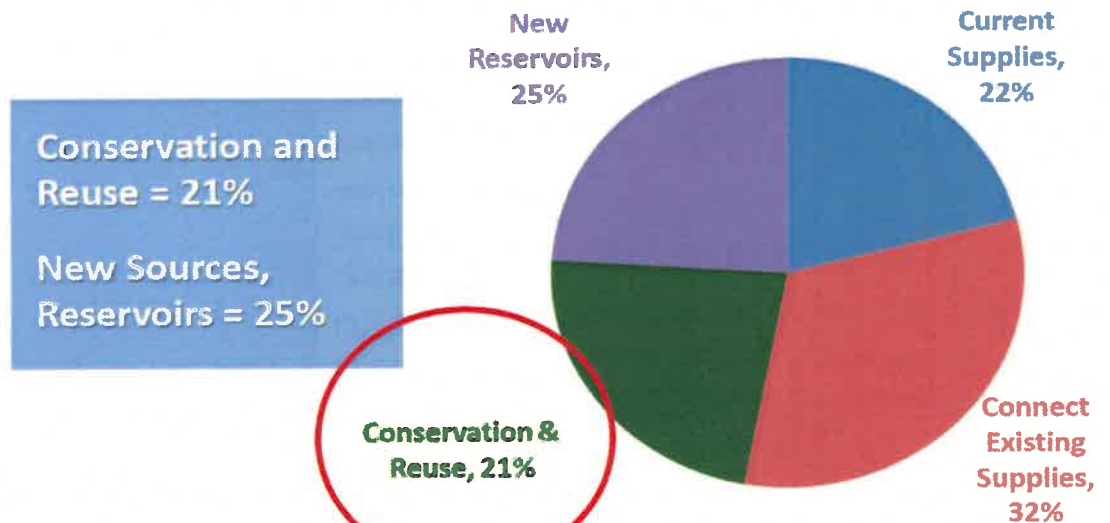


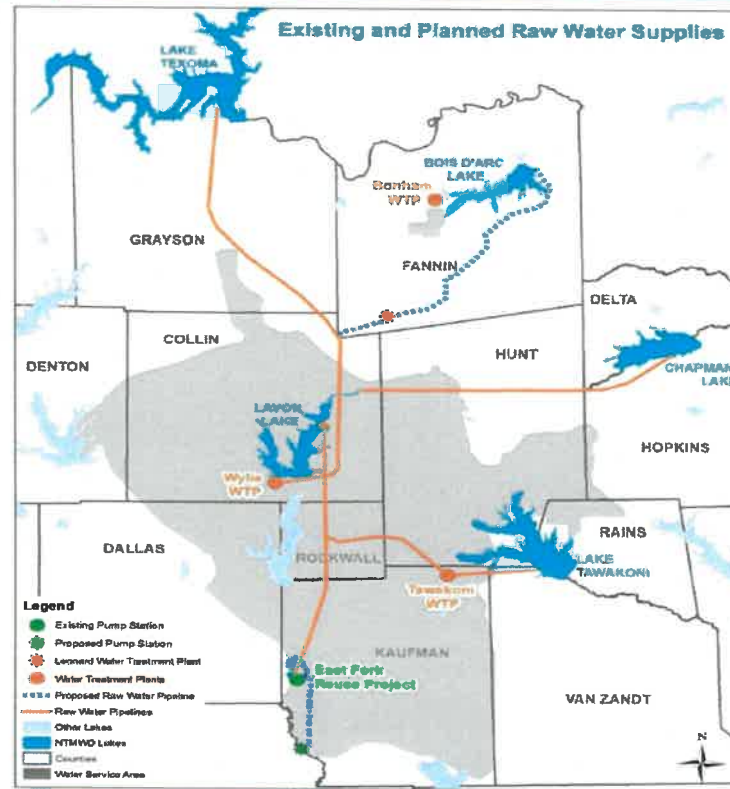
Chart represents NTMWD supplies in 2060
Source: 2016 Region C Water Plan

NTMWD Water Supply Strategy – Existing and Planned Raw Water Supplies

In addition to conservation and reuse, the NTMWD has five existing water reservoirs and one reservoir in progress.



EXISTING & PLANNED RAW WATER SUPPLIES



Existing:

- Lavon Lake
- Lake Texoma
- Lake Tawakoni
- Chapman Lake
- Reuse/Wetland

In Progress:

- Bois d'Arc Lake

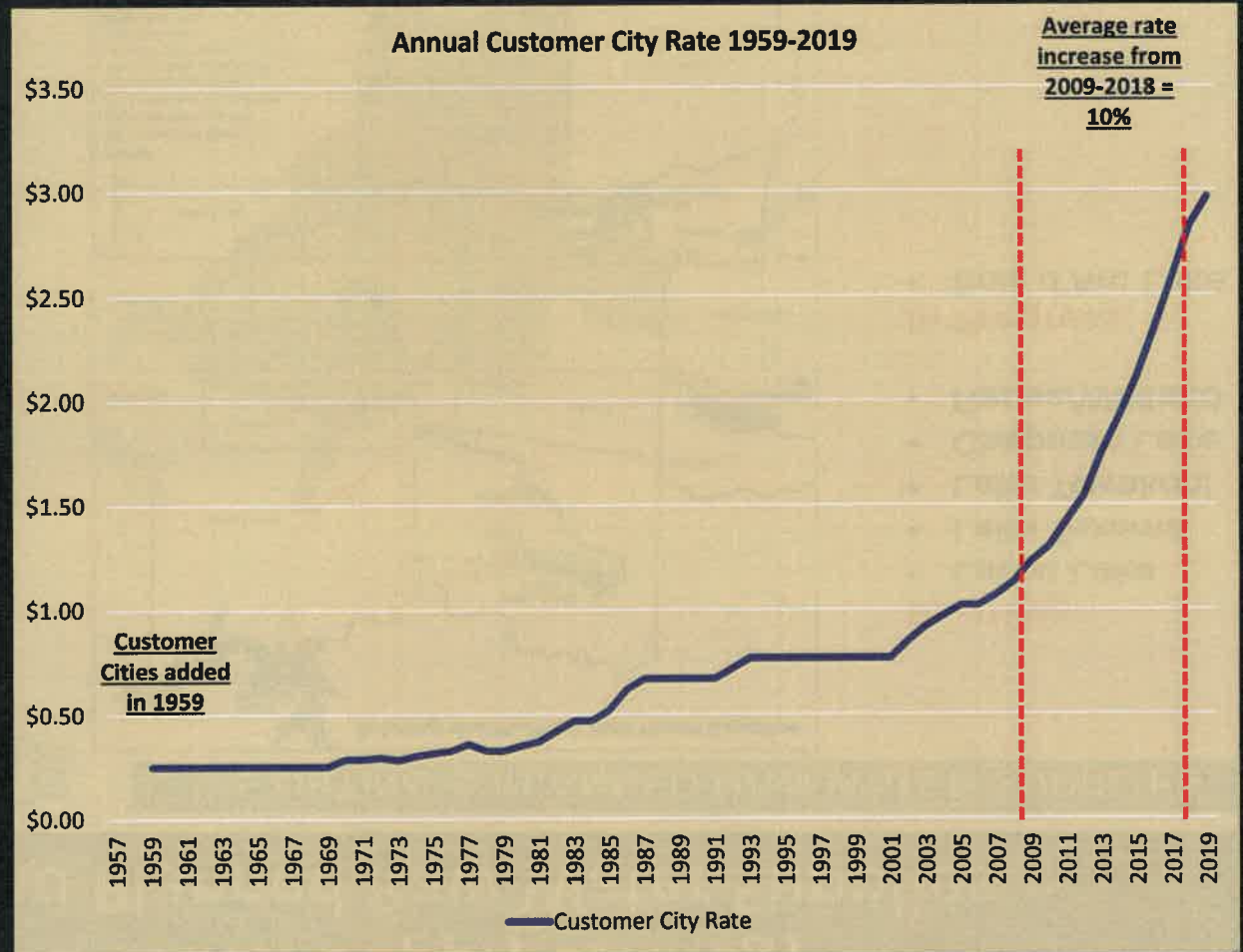


Rate Increases - Historical

Customer Cities were added in 1959.

Average rate increase between 1959-2008 = 3%

Average rate increase between 2009-2018 = 10%



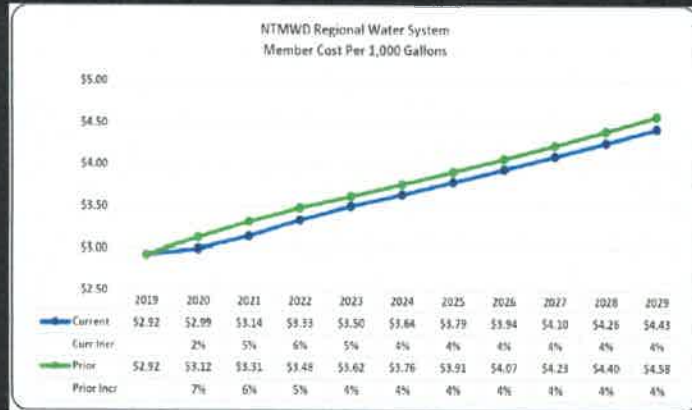


Rate Increases - 2019

The slide on the bottom came from the 10-25-19 meeting.

Increases in 2019 and beyond are now projected at a more modest 4%-6%.

Capital funding now makes up 62.5% of the total rate.



2.4% Increase to Wholesale Water Rate

By adjusting the way NTMWD develops its budget to reflect actual annual system-wide water demands (operations funding) and more certainty for the capital program (capital funding), the District's total revenue requirement for FY20 results in a 7-cent rate increase - lower than previous projections.

FY20 MEMBER CITY WHOLESALE WATER RATE			
	FY19	FY20	Change
Variable O&M (i.e., chemicals, power, etc.)	\$.42	\$.44	\$.02
Fixed O&M (i.e., personnel, maintenance, etc.)	\$.71	\$.68	\$ (.03)
Capital	\$ 1.79	\$ 1.87	\$.08
Total (per 1,000 gal.)	\$ 2.92	\$ 2.99	↑ \$.07*

*Customer Cities/Entities rate + \$.05

WATER SYSTEM



Who Benefits	Projects Needed	Staff Required*	FY20 Budget
<ul style="list-style-type: none"> Allen Farmersville Forney Frisco Garland McKinney Mesquite Plano Princeton Richardson Rockwall Royse City Wylie 	<p>Wylie Water Treatment Plant (WTP):</p> <ul style="list-style-type: none"> Wylie WTP Ongoing Conversion to BAF (\$26.3M) Plant II Structural and Mechanical Improvements Phase I (\$15.7M) Plant III Power Redundancy (\$12.6M) <p>Transmission System:</p> <ul style="list-style-type: none"> Wylie-Rockwall-Farmersville Pipeline Improvement Phase II (\$18.9M) High Service Pump Station 3-1 Expansion to 450 MGD (\$13M) Shiloh System Ground Storage Tank (\$7.4M) <p>Bois d'Arc Lake Program:</p> <ul style="list-style-type: none"> Treated Water Pipeline Leonard to McKinney No 4 Construction (\$51.7M) 	<p>127</p> <p>↑ 12</p>	<p>\$ 222.7M Capital/Debt</p> <p>\$ 121M O&M</p> <p>\$ 12.9M Personnel</p> <p>\$ 356.6M Total</p> <p>Wholesale water rate: ↑ 2.4% per 1,000 gallons</p>

*plus 3¢ Customer Cities/Entities

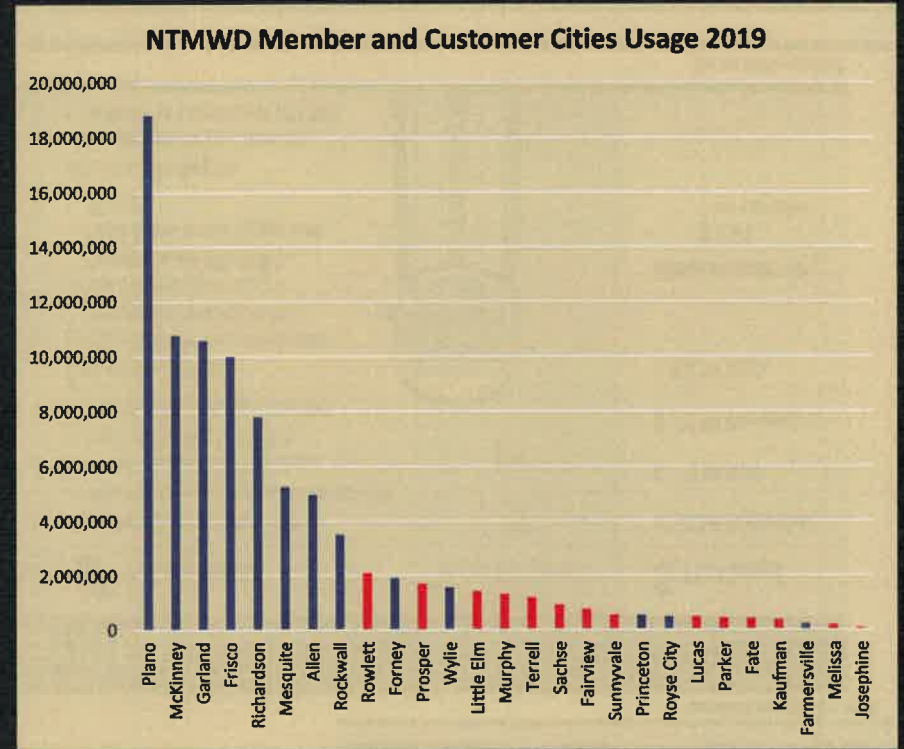
*does not include support staff



NTMWD Member and Customer Cities Usage

Entities	WY2019 (billion gallons)	WY2019 % of Total	WY2010 (billion gallons)	WY2010 % of Total
Member Cities	76.3	82.3%	74.6	84.6%
Customer Cities	11.8	12.7%	10.2	11.6%
Other	4.6	5.0%	3.4	3.8%
Total	92.7	100.0%	88.2	100.0%

Note: data based on water year.



Interesting Fact # 1: Customer cities usage has increased from 11.6% to 12.7% since 2010, growing faster than member cities.

Interesting Fact #2: Customer cities paid **\$44.5** million for water in 2019 compared to \$16.0 million in 2010.

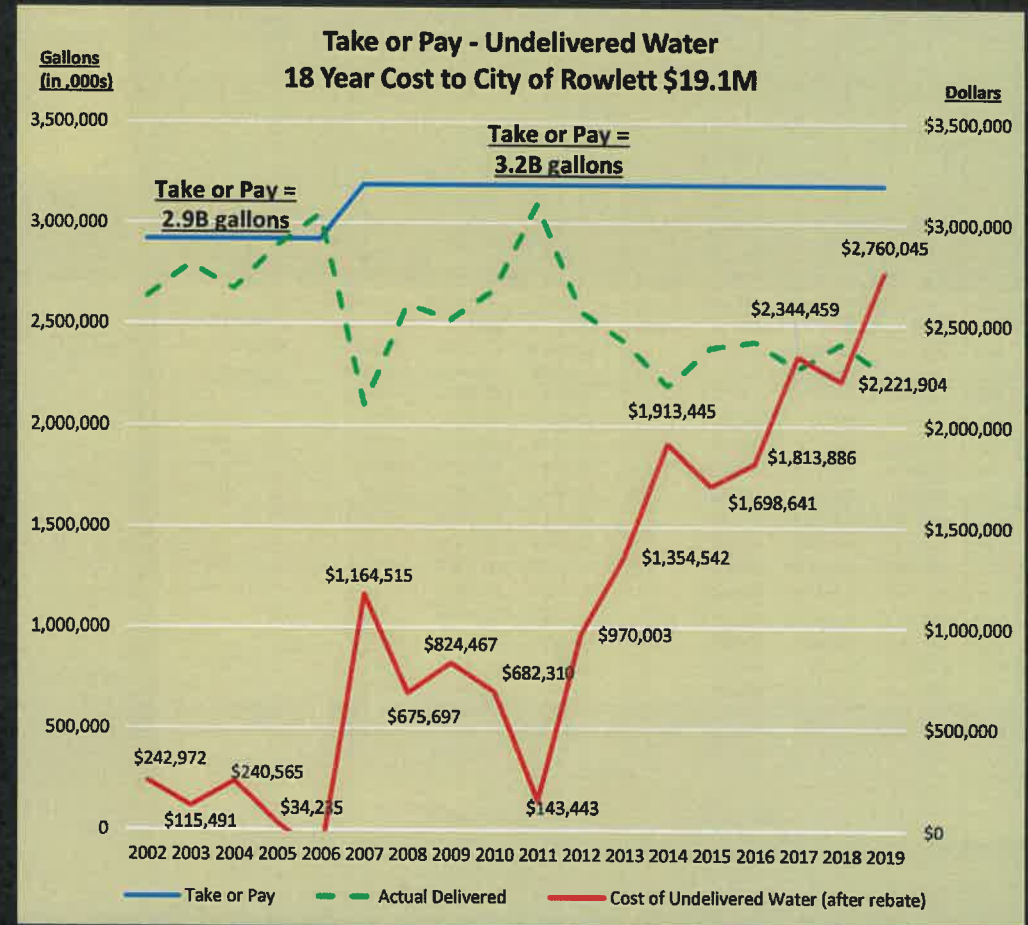


Rowlett History of Take or Pay – 2002-2019

Rowlett is a customer city of the North Texas Municipal Water District. Like many such wholesalers, the District has a “take-or-pay” provision in the contract that requires the purchase of a minimum amount of water based on the highest annual usage.

For Rowlett, this amount is 3.2B gallons which was set after the drought of 2006.

Over the past 18 years, Rowlett has paid \$19.1 million for water it did not sell under the “take-or-pay” agreement with NTMWD.



Note: cost of undelivered water (after rebate) is based on fiscal year not water year.



NTMWD Member and Customer Cities Cost of Unused Water under Take or Pay (net of rebate) - 2019

Entities	WY2019 (billion gallons)	WY2019 Cost (millions)	WY2010 (billion gallons)	WY2010 Cost (millions)
Member Cities	21.5	\$60.4	18.2	\$21.1
Customer Cities	3.2	\$9.1	2.2	\$2.5
Total	24.7	\$69.5	20.4	\$23.6

Note: data based on water year.

NORTH TEXAS MUNICIPAL WATER DISTRICT WATER CONSUMPTION REPORT July 2019								
Member Cities	Water Used Jul 19 1000 Gallons	Daily Avg Jul 19 30 Days	Total 18-19 Aug - Jul 1000 Gallons	18-19 % of Annual Maximum	Water Used Jul 18 1000 Gallons	Daily Avg Jul 18 32 Days	Total 17-18 Aug - Jul 1000 Gallons	17-18 % of Annual Maximum
Allan	659,016	21,967,167	4,954,742	82.4	832,980	26,030,625	5,814,140	96.7
Farmersville	21,810	727,000	218,295	77.1	29,084	908,875	203,755	72.6
Forney	243,456	8,115,200	1,909,486	97.6	289,363	9,042,594	1,950,195	105.8
Frisco	1,377,780	45,925,333	9,989,380	90.9	1,671,140	52,223,125	10,886,490	107.4
Garland	1,219,373	40,645,767	10,589,144	77.2	1,303,419	40,731,844	11,066,106	80.6
McKinney	1,085,014	35,500,467	10,768,172	80.0	1,630,953	50,967,281	11,963,029	111.2
Mesquite	556,752	18,558,400	5,248,168	83.2	638,892	19,959,125	5,631,061	67.9
Plano	2,367,627	78,920,900	18,815,029	70.4	3,084,231	96,382,219	21,803,047	81.0
Princeton	60,163	2,005,433	524,581	98.0	71,887	2,246,469	535,076	110.1
Richardson	966,450	32,215,000	7,791,509	70.7	1,146,892	35,840,375	8,735,076	79.3
Rockwall	528,497	17,616,567	3,490,058	88.3	583,106	18,222,063	3,837,222	115.2
Royse City	63,919	2,130,633	473,233	95.9	56,750	1,773,438	493,325	110.1
Wylie	196,087	6,538,233	1,558,897	83.1	246,578	7,705,500	1,774,257	94.5
Subtotal Members	9,325,923	310,884,100	76,329,794	78.0	11,585,073	362,033,533	84,789,389	89.2
Subtotal Customers	2,164,594	72,153,131	16,359,329	80.5	2,512,987	78,530,863	18,471,203	94.6
Individual Meters	220	7,333	2,833	---	207	8,344	2,929	---
Total	11,490,737	383,024,564	92,691,956	78.5	14,098,327	440,572,740	103,273,501	80.2

Interesting Fact # 1: in 2019, Customer Cities contracted for 3.2 billion gallons that they did not sell.

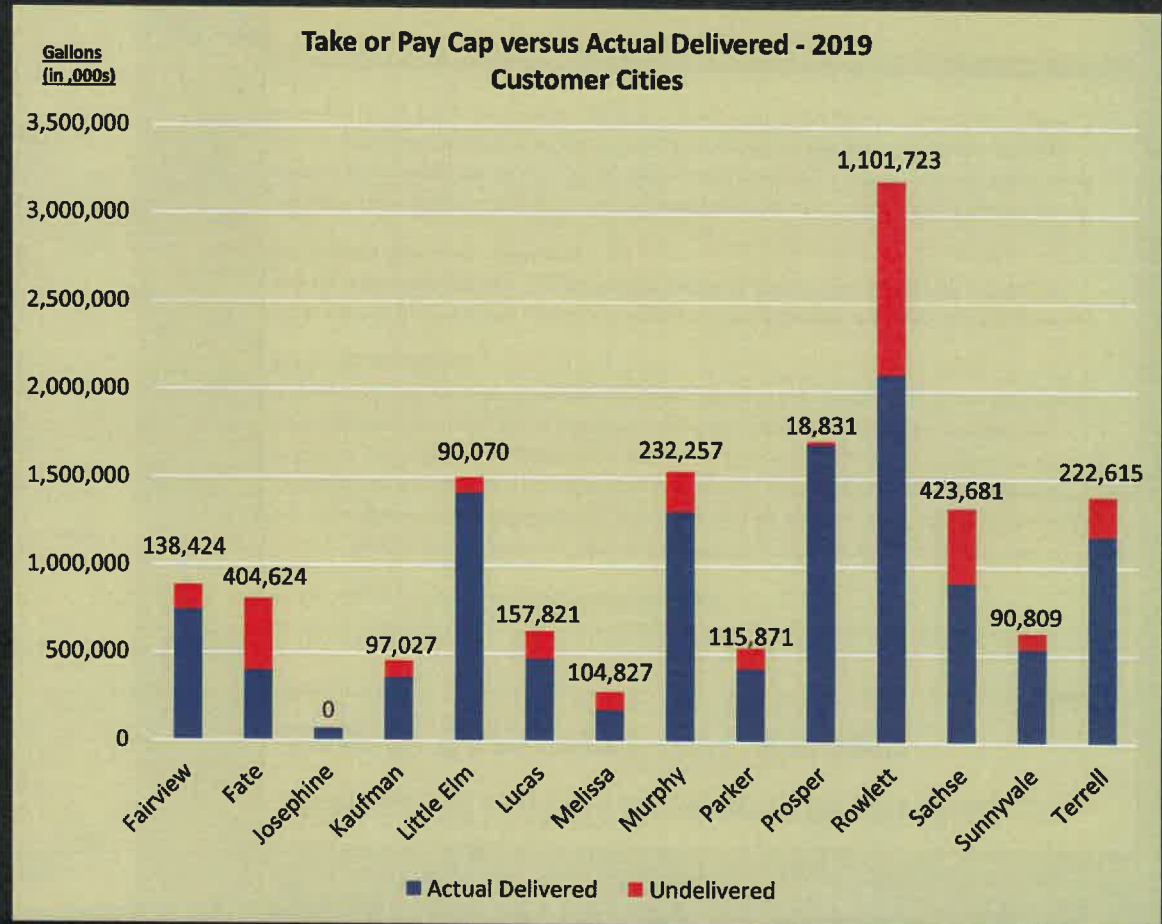
Interesting Fact #2: Customer Cities paid **\$9.1** million for unused water in 2019 compared to \$2.5 million in 2010.



NTMWD Member and Customer Cities Cost of Unused Water under Take or Pay (net of rebate) - 2019

On average, customer cities did not use 21% of their contract capacity in 2019. Each city's individual capacity is depicted on the slide to the right.

Every city is different but it is clear that take or pay creates winners and losers depending upon where a city is during their particular life cycle. Take-or-pay causes loser cities to maintain artificially high water rates to compensate for cap conditions created during drought.





For Immediate Release

December 14, 2016

FOUR CITIES UNITE TO REQUEST WATER RATE RELIEF

Garland, Mesquite, Plano and Richardson have paid \$178 million for unused water under outdated rate methodology

Dec. 14, 2016 (Garland, Texas) – The Mayors of Garland, Mesquite, Plano and Richardson, in an unprecedented move, today announced that their cities are asking the Public Utility Commission (PUC) to conduct a review of their water rates with the North Texas Municipal Water District (NTMWD). The cities are taking this action because the rates set by the NTMWD under the six-decade old water supply contract are discriminatory, are inconsistent with water conservation and are not in the public interest. As a result, the four cities have paid a total of \$178 million for water they did not use.

"We are losing tens of millions of dollars at the expense of our taxpayers because the North Texas Municipal Water District's current rate methodology is outdated and does not incentivize water conservation," Plano City Manager Bruce D. Glasscock said. "Member cities pay according to a 'take or pay' system that is based on our greatest single year of use. This level cannot be reduced, regardless of whether or not the city uses the entire amount of water it is paying for."

For Garland, Mesquite, Plano and Richardson, the greatest use took place during a time when water conservation was not anticipated. Years of drought and the successful adoption of water conservation strategies have changed the amount and way water is used; and it is unlikely the cities will ever again use the minimums that were set by their greatest annual usage.

"We filed this water rate review to seek a rate methodology that is equitable, encourages conservation and serves the region's long-term interest," Glasscock said.

The NTMWD is composed of 13 NTMWD member cities and includes approximately 34 NTMWD customer cities. The customer cities have individual contracts with the NTMWD and some of their effective rates are lower than some of the member cities. At the same time, the cost of water is rising as the NTMWD has raised water rates 69.8 percent since fiscal year 2012. Additionally, it plans to raise rates by approximately 10 percent per year for the next seven years.

PUC Action

Official NTMWD Statement on Water Supply Contract | PUC Review

December 14, 2016

Big News

Tom Kula, NTMWD Executive Director Response to News Conference by Four Member Cities on Water Supply Contract and Wholesale Water Rates

"We are disappointed these four Cities announced this action. For the past year, the North Texas Municipal Water District (NTMWD) has been holding meetings with its 13 Member Cities to discuss potential alternatives for allocating the regional water system costs. The District's Board of Directors is made up of appointees from all 13 Cities. We recognize the concerns of the four cities (Garland, Mesquite, Plano and Richardson), but the District must also consider the positions of the other nine (Allen, Farmersville, Forney, Frisco, McKinney, Princeton, Rockwall, Royse City, and Wylie).

While the 13 Cities have not yet reached agreement on a change, the District hasn't given up seeking a potential solution. We believe the matter would be best resolved by the District working with the 13 Member Cities.

We serve some of the fastest-growing communities in the nation and remain focused on our mission of providing the highest quality water in the most cost effective manner. While water service costs have increased across the U.S., the District's wholesale cost for treated water delivered to the Cities we serve is one of the lowest in the state at only a quarter of a penny per gallon."

"...the North Texas Municipal Water District's current rate methodology is outdated and does not incentivize water conservation" – Plano City Manager Bruce D. Glasscock



PUC Action – McKinney FAQ

North Texas Municipal Water District

Frequently Asked Questions About the North Texas Municipal Water District
Posted December 2016

- 1. What is the North Texas Municipal Water District (NTMWD)?**
The North Texas Municipal Water District formed approximately 65 years ago in response to concerns of diminishing groundwater in the region. Ten original member cities, including the City of McKinney, formed the district to provide potable water to its citizens in lieu of each city constructing and operating its own water and wastewater treatment plants.
- 2. Who are the member cities of the NTMWD?**
The original 10 member cities are Farmersville, Forney, Garland, McKinney, Mesquite, Princeton, Plano, Rockwall, Royse City and Wylie. Subsequently, Richardson, Allen and Frisco joined the district as member cities.
- 3. What are contract cities?**
Contract cities receive water and/or wastewater services from the NTMWD. These cities are not bound by the written agreement governing member cities, and contract cities have a separate agreement with the NTMWD.
- 4. What are the differences between a contract city and member city?**
The primary difference between contract cities and member cities is their rate structure. Contract cities pay five cents more per 1,000 gallons of treated water than member cities and are not subject to an annual minimum usage charge.
- 5. What is Take or Pay?**
Take or Pay is the commonly used phrase for a contract provision in the member cities' contract requiring a member city to pay annually for the amount of water which is the greater of: a) its highest historic annual usage or b) its current annual usage. The intent of this contract provision is to ensure a guaranteed revenue stream to the district to provide financial stability. In effect, once a city establishes its highest historic annual usage, it continues to pay at that rate irrespective of lower usage in subsequent years. In other words, if the city does not "take" or use the water, it must still "pay" for that amount of water represented by its highest historic annual usage.
- 6. What is the Public Utilities Commission?**
The Public Utility Commission (PUC) of Texas is a state agency that regulates the state's electric, telecommunication and water and sewer utilities, implements respective legislation, and offers customer assistance in resolving consumer complaints.
- 7. Why are Plano, Garland, Richardson and Mesquite concerned with the current agreement between the member cities and the NTMWD?**
Four member cities have filed a petition with the PUC to review the current rate structure contained in the member city agreement with NTMWD. These cities assert these rates are "against the public interest and inconsistent with conservation." These cities further allege they are paying for substantial amounts of water they are not using but must continue to purchase under the current Take or Pay provision in the member city agreement.
- 8. Why isn't McKinney joining these cities to fight water rates as well?**
It is important to point out the four cities are not fighting residential / commercial customer water rates. Rather, they are appealing to the PUC to determine whether the current Take or Pay provision in the member city agreement is a fair way to spread the costs of operating NTMWD's regional water system. Effectively, the Take or Pay methodology requires cities to pay for their highest year of water consumption, regardless of whether they use it in subsequent years. The water rates charged to the cities are a function of capital investment needed to grow the regional water system to meet the demands due to rapid growth in our region, as well as for system maintenance, repair and replacement of equipment, pumping and water treatment. As a member city of the NTMWD, McKinney keeps a close eye on the water rates charged to it by NTMWD and the underlying costs associated with them.

9. Then what is the real issue?

The purpose of the Take or Pay methodology, adopted many years ago, is ostensibly to spread the capital costs among all cities, regardless of where a given city is in its growth cycle. For growing cities, the capital costs – much of which may be attributed to their growth – are spread among all the members. For mature cities, the benefit of capital improvement has less perceived value. Moreover, Plano, Garland, Richardson and Mesquite contend their new water conservation efforts have permanently changed their usage and the current methodology is no longer well-suited to their usage patterns.

10. What can the PUC do about the agreement between the member cities and the NTMWD?

With the filing made by the four cities, the PUC will initially rule on whether it has the legal authority to review and determine the current rate structure under the member cities' agreement. If it has the legal authority to hear the case, the PUC will make a determination as to how to best adjudicate the contract and utility rate issues raised by the four cities under Texas law.

11. How is McKinney planning on responding to this filing with the PUC?

McKinney has been actively involved in recent meetings with the NTMWD and all member cities to resolve the issues being raised by the four member cities. Unfortunately, those meetings did not produce results satisfactory to all member parties. McKinney is currently reviewing all options available and will be deciding on a course of action in the near future.

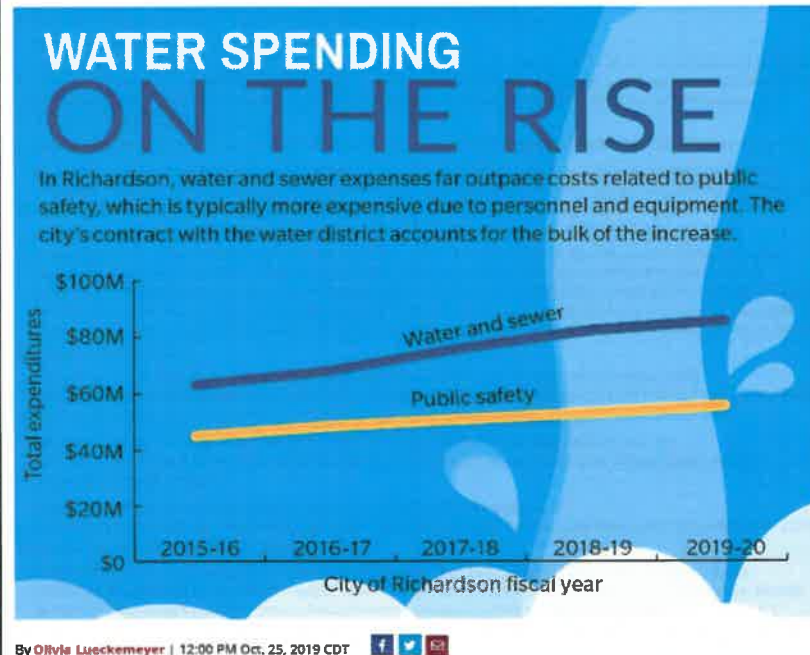
Critical legal argument – the four member cities filing the PUC action argue that the NTMWD rates are “against the public interest and inconsistent with conservation”.

The real issue is how to spread the capital costs among all cities, regardless of where a given city is in its growth cycle. “Any” take-or-pay change creates winners and losers among the member cities. Therefore, the willingness of the losers to vote for a change is counterproductive when each entity represents a different set of taxpayers.



PUC Action – Richardson Article

Richardson city officials seek new deal as water rates increase



Richardson is making the issue political.

The city of Richardson is working with three nearby cities to amend a contract that requires residents to pay tens of millions of dollars for water they do not use.

A city spokesperson said in a statement that Richardson is participating in settlement discussions regarding its contract with the North Texas Municipal Water District.

The city declined to comment on the details of the discussions because of a confidentiality agreement between the parties.

Richardson—along with the cities of Mesquite, Plano and Garland—mounted a challenge to the structure of the contract in late 2016. The state's Public Utility Commission has been reviewing the cities' request.

The possibility of a settlement takes on new significance given the continued growth of water and sewer costs as the city's largest spending category. For many cities, public safety is the largest spending category because of the personnel and equipment required.

In Richardson, water and sewer expenditures have risen by about 36% in the last five years to \$85.5 million. For comparison, the city budgeted \$55.5 million for public safety in fiscal year 2019-20.

"For as long as I can remember, water and sewer expenditures have been bigger than public safety. But they have grown in recent years as wholesale costs have increased," said Keith Dagen, director of Richardson's finance department.

The water district supports the settlement efforts, provided the district can still cover the costs of maintaining the water system and expanding it to meet the growing regional demand for water, a spokesperson said.

"Those costs must be funded regardless of the amount of water consumed each year, which fluctuates based on weather patterns and other factors, such as growth," NTMWD spokesperson Janet Rummel said.

The water district's service scope expands far beyond its 13 member cities, Rummel said. Nearly 80 communities with a combined population of 1.7 million are served by NTMWD on a daily basis.

The city of Richardson has asked the Public Utility Commission of Texas to delay its consideration of the case until Dec. 13 as the parties work toward a settlement.

In the meantime, Richardson residents will continue to pay more for water even as they use less.



What does the PUC Action mean to Customer Cities?

Excerpt from Rowlett Agreement with NTMWD

“Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.”

Litigation could be very difficult given the contract language to which Customer Cities have agreed. Each city should consult with its legal team.

A PUC regulatory filing, similar to that filed with the four member cities, could fall within the scope of Section 13. Again, each city should consult with its legal team.

Next PUC mediation deadline is December 13, 2019.



Communication

Customer cities often felt left out.

Take or Pay

System is archaic. Cities contractually agreed to it before a permanent water conservation strategy was implemented.

Changing this provision takes unanimous approval of the member cities.

Board Meetings

Board meetings are not filmed.

NTMWD Rate Proportionality

District was overweighting cost allocation to water customers benefiting wastewater customers.

Customer Cities share the same issues

Permanent Water Conservation

Permanent water Conservation policy. Now, cities can't sell water when its raining / limited ability to sell water during drought.

Representation

Customer cities have no voice.

Member City Status

Inability to join the NTMWD as a member City.

Water Rates

Rumor that NTMWD will charge customer cities more than the current 5 cent differential.



**Customer Cities
share the same
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Update: NTMWD has stated that future meetings will be tape delayed.

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District was overweighting cost allocation to water customers benefiting wastewater customers.
Update: NTMWD has stated that this has been fixed.

Communication
Customer cities often felt left out.
Update: NTMWD has stated that they would like to establish "partnering" meetings 1x to 2x per year.

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Customer cities have no voice.
Update: Tom Kula has indicated he will bring this issue back to the NTMWD Board.

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Note: Updated based on October 25, 2019 meeting

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What Other Issues do Customer Cities Share?

Other Customer Cities Issues? What have we missed?

Take or Pay

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Discussion and Wrap-up

Question One

1. Is there interest to form a mutual position or approach on items of concern to Customer Cities?

Question Two

2. If yes, what are the topics the group feels strongest about?

Possible topics include but are not limited to the following:

- Take or Pay
- representation on NTMWD Board
- Member City status
- proportionality of water rates
- water conservation

Question Three

3. If yes, what form should this mutual position or approach be?

Possibilities could include the following:

- official resolution
- mutual letter
- press release
- press conference
- legal action
- legislative assistance
- contract negotiation



Next Steps



City of Lucas

City Council Agenda Request

December 19, 2019

Item No. 11

Requester: Councilmember Debbie Fisher
City Engineer Stanton Foerster

Agenda Item Request

Consider amending Section 12.04.002 of the City of Lucas Code of Ordinances to remove W. Lucas Road west of FM 1378, specifically, as a designated truck route and discuss other locations and roadways needing signage to limit truck traffic.

Background Information

Councilmember Debbie Fisher requested the addition of “No Truck” signage on Forestview Drive west of Winningkoff Road and Estelle Lane west of the Huntwick Addition neighborhood. Section 12.04.003(a) authorizes the City Engineer to cause the placement of traffic-control signs at appropriate locations to inform operators of the truck routes and through-truck zones. The absence of signage shall not be a defense to a prosecution under Article 12.04.

Currently, the City Engineer has placed and maintained “No Truck” signage along the following streets:

1. Aztec Trail
2. Brookhaven Drive
3. Forest Grove Road
4. Ingram Lane
5. Glenbrook Circle
6. Lewis Lane
7. Northfork Lane
8. White Rock Trail

Attachments/Supporting Documentation

1. City of Lucas Code of Ordinances Article 12.04

Budget/Financial Impact

Funding for signage is contemplated in the FY 19/20 Budget.



City of Lucas

City Council Agenda Request

December 19, 2019

Recommendation

City Engineer Stanton Foerster intends to place “No Truck” signage on Forestview Drive west of Winningkoff Road and Estelle Lane west of the Huntwick Addition neighborhood and recommends the following changes to Section 12.04.002(b) Designated truck routes in the City of Lucas Code of Ordinances: *All state and federal highways and the following locations within the city are hereby designated truck routes: ~~West Lucas Road, all portions west of FM 1378,~~ specifically none.*

Motion

I make a motion to approve/deny amending Section 12.04.002(b) to state the following: *All state and federal highways and the following locations within the city are hereby designated truck routes.*

ARTICLE 12.04 TRUCKS AND TRUCK ROUTES*

Sec. 12.04.001 Definitions

The following terms, when used in this article, shall have the meaning ascribed to them in this section:

Commercial motor vehicle. A self-propelled or towed vehicle that is used to transport passengers or cargo if:

- (1) The vehicle or combination of vehicles has a gross weight, registered weight, or gross weight rating of more than 26,000 pounds;
- (2) The vehicle is designed or used to transport more than 15 passengers, including the driver; or
- (3) The vehicle is used to transport hazardous materials in a quantity requiring placarding by a regulation issued under the Hazardous Materials Transportation Act (49 U.S.C., section 5101, et seq.).

Pole trailer. A vehicle without motive power:

- (1) Designed to be drawn by another vehicle and secured to the other vehicle by pole, reach, boom, or other security device; and
- (2) Ordinarily used to transport a long or irregularly shaped load, including poles, pipes, or structural members, generally capable of sustaining themselves as beams between the supporting connections.

School bus. A motor vehicle that was manufactured in compliance with the federal motor vehicle safety standards for school buses in effect on the date of manufacture and that is used to transport pre-primary, primary, or secondary students on a route to or from school or on a school-related activity trip other than on routes to and from school. The term does not include a school-chartered bus.

Semitrailer. A commercial motor vehicle with or without motive power, other than a pole trailer, that is:

- (1) Designed to be drawn by a motor vehicle and to transport persons or property; and
- (2) Constructed so that part of the vehicle's weight and load rests on or is carried by another vehicle.

Truck-tractor. A motor vehicle designed and used primarily to draw another vehicle but not constructed to carry a load other than a part of the weight of the other vehicle and its load.

Sec. 12.04.002 Designated truck routes; defenses

(a) Except as otherwise provided herein, no person shall operate, leave, park, stand, load or unload, or permit to be operated, parked, loaded or unloaded any commercial motor vehicle, truck-tractor, semitrailer, pole trailer or any combination thereof on any street or alley that is not designated as a truck route under this article.

(Ordinance 2011-01-00670 adopted 1/6/11)

(b) All state and federal highways and the following locations within the city are hereby designated truck routes: West Lucas Road, all portions west of FM 1378, specifically. (Ordinance 2014-11-00801 adopted 11/6/14)

(c) It shall be a defense to prosecution under this article if the vehicle is:

(1) An authorized emergency vehicle;

(2) A vehicle operated by a public utility performing utility inspection, utility maintenance or utility repair activities on utility facilities within the city and owned or operated by that utility and such utility facilities are located off the designated truck routes as defined in this article;

(3) A vehicle owned and operated by or for the city performing a public service, including but not limited to trash collection vehicles and street and water utility repair and maintenance vehicles;

(4) A school bus or a bus operated by a mass transit authority;

(5) A towable recreational vehicle; or

(Ordinance 2011-01-00670 adopted 1/6/11)

(6) A vehicle traveling to or from a location which is not on a designated truck route for the purpose of providing repair or maintenance service to the vehicle or loading or unloading goods, wares or merchandise, provided such vehicle is operated over the shortest practicable route, and the operator of such vehicle has in the operator's immediate possession evidence of the local destination and point of origin.

12.04.003 Signage; strict liability

(a) The city engineer, or other person designated by the city manager, in compliance with the Texas Manual on Uniform Traffic-Control Devices, is hereby authorized to cause the placement

of traffic-control signs at appropriate locations to inform operators of the truck routes and through-truck zones. The absence of signage shall not be a defense to a prosecution under this article.

(Ordinance 2014-11-00801 adopted 11/6/14)

(b) It is the intent of the city council of the city in adopting this article that an offense under this article be a strict liability offense; in the prosecution of an offense under this article, no pleading or proof of intent shall be required to establish the guilt of an accused. (Ordinance 2011-01-00670 adopted 1/6/11)

(c) Any person violating any provision of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in the sum of not more than two hundred dollars (\$200.00) for each such violation. (Ordinance 2014-11-00801 adopted 11/6/14)



City of Lucas

City Council Agenda Request

December 19, 2019

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

An Executive Session is not scheduled for this meeting.

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. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA