



AGENDA

CITY COUNCIL MEETING

February 3, 2022 | 7:00 PM

Council Chambers | Video Conference

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, February 3, 2022, beginning at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, 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.

To join the meeting, please click this URL:

<https://zoom.us/s/95534828374?pwd=ZkJ5cTZkVWNEl3o0WFNCQXBjQ0RvZz09>

and enter your name and email address.

Join by phone: 1-346-248-7799

Webinar ID: 955 3482 8374

Passcode: 712285

If you would like to watch the meeting live, and not participate via Zoom, you may go to the City's live streaming link at <https://www.lucastexas.us/live-streaming-videos/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Speak Remotely Via Zoom: If you would like to attend a meeting remotely and speak via Zoom, email the City Secretary at shenderson@lucastexas.us by 4:00 pm noting the item you wish to speak on and noting your attendance will be remote. Please note, any requests received after 4:00 pm will not be included at the meeting.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email the City Secretary at shenderson@lucastexas.us by no later than 4:00 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 4:00 pm will not be included at the meeting.

Call to Order

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

Citizen Input

1. Citizen Input

Community Interest

Pursuant to Section 5510415 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

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 January 20, 2022, City Council meeting. **(City Secretary Stacy Henderson)**
 - B. Approval of Ordinance 2022-02-00943 ordering a general election to be held on May 7, 2022, for the purpose of electing two (2) City Councilmembers for Seat No. 5 and Seat No. 6; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date. **(City Secretary Stacy Henderson)**
 - C. Approval of the City of Lucas Quarterly Investment Report ended December 2021. **(Finance Director Liz Exum)**
 - D. Authorize the Mayor to enter into a Second Amended and Restated Agreement for Municipal Court Judge commencing February 3, 2022, through February 1, 2023, with an option to renew for an additional term of two (2) years. **(City Secretary Stacy Henderson)**
 - E. Approval of Ordinance 2022-02-00944 amending the Lucas Code of Ordinances amending Chapter 3 titled "Building Regulations" amending Article 3.01 titled "General Provisions" amending Section 3.01.005 titled "Building Permit" by adding a new paragraph (d) titled "Starting Without A Permit" to require that the permit fee be doubled where work is started prior to obtaining a permit; and providing for an effective date. **(Development Services Director Joe Hilbourn)**

Regular Agenda

4. Presentation to the City of Lucas Finance Department for receiving the 2021 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association. **(Mayor Jim Olk)**

5. Consider the request by Todd Winters on behalf of Barrett Owens for approval of a preliminary plat for an 18.858-acre parcel of land being part of the Jas Grayum Survey, Abstract 354 located on the north side of Estates Parkway and east of Orchard Road, more commonly known as 1900 Estates Parkway, Lucas, Texas. **(Development Services Director Joe Hilbourn)**
6. Consider authorizing the City Manager to enter into a professional services agreement with Birkhoff, Hendricks, & Carter, LLP (BH&C) and appropriate funds from Unrestricted General Fund Reserves to account 11-8209-303 Drainage in the amount of \$108,020 to complete the design, construction plans, specifications, and bidding for the following: **(Public Works Director Scott Holden)**
 - A. Rimrock Detention Pond Embankment Improvements in the amount of \$23,280 (Recommendation 4)
 - B. Orchard South Culvert Improvements & Channel Improvements in the amount of \$32,450 (Recommendation 5)
 - C. Lynn Lane Culvert and Channel Improvements in the amount of \$52,290 (Recommendation 6)
7. Consider adopting Ordinance 2022-02-00945 amending the City's Code of Ordinances, Chapter 14 "Zoning", Article 14.01.004 "Definitions" by amending the definition of home occupation, and providing an effective date. **(City Attorney Joe Gorfida, Development Services Director Joe Hilbourn)**
8. Consider approval of proposed edits recommended by the Planning and Zoning Commission to Chapters 1, 2, and 3 of the City of Lucas Comprehensive Plan and provide direction to staff regarding any additional amendments. **(Development Services Director Joe Hilbourn)**

Executive Agenda

9. 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.

10. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
11. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on January 28, 2022.

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

February 3, 2022

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

City Council Agenda Request

February 3, 2022

Item No. 02

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

February 3, 2022

Item No. 03

Requester: City Secretary Stacy Henderson
Finance Director Liz Exum
Development Services Director Joe Hilbourn

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the January 20, 2022, City Council meeting.
- B. Approval of Ordinance 2022-02-00943 ordering a general election to be held on May 7, 2022, for the purpose of electing two (2) City Councilmembers for Seat No. 5 and Seat No. 6; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement; and providing for an effective date.
- C. Approval of the City of Lucas Quarterly Investment Report ended December 2021.
- D. Authorize the Mayor to enter into a Second Amended and Restated Agreement for Municipal Court Judge commencing February 3, 2022, through February 1, 2023, with an option to renew for an additional term of two (2) years.
- E. Approval of Ordinance 2022-02-00944 amending the Lucas Code of Ordinances by amending Chapter 3 titled "Building Regulations" amending Article 3.01 titled "General Provisions" amending Section 3.01.005 titled "Building Permit" adding a new paragraph (d) titled "Starting Without A Permit" to require that the permit fee be doubled where work is started prior to obtaining a permit; and providing for an effective date.

Background Information

Agenda Item 3D:

The contract for municipal judge services has expired and the Second Amended and Restated Agreement is requesting to extend the existing contract through February 1, 2023, with an option to renew for one additional two-year term. No other amendments are being made to the compensation rate or consultation services of this contract.

Attachments/Supporting Documentation

- 1. Minutes of the January 20, 2022, City Council meeting
- 2. Ordinance 2022-02-00943 Ordering May 7, 2022, General Election
- 3. Investment Report quarter ended December 2021



City of Lucas

City Council Agenda Request

February 3, 2022

Item No. 03

4. Second Amended and Restated Agreement for Municipal Court Judge Services
5. Ordinance 2022-02-00944 amending Building Regulations

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

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



MINUTES **CITY COUNCIL REGULAR MEETING**

January 20, 2022 | 7:00 PM

Council Chambers | Video Conference

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Tim Johnson
Councilmember Tim Baney
Councilmember David Keer
Councilmember Phil Lawrence (*attending remotely*)
Councilmember Debbie Fisher

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
Public Works Director Scott Holden
Assistant to the City Manager Kent Souriyasak

The regular City Council meeting was called to order at 7:00 pm.

Citizen Input

3. Citizen Input

There was no citizen input at this meeting.

Community Interest

4. Items of Community Interest

Mayor Olk discussed candidate filing for the May 7, 2022, election, upcoming repairs to the McGarity water tower, and the tentative TxDOT public meeting regarding Country Club improvements scheduled for February 24, 2022.

Consent Agenda

5. Consent Agenda:

- A. Approval of the minutes of the December 16, 2021, City Council meeting.
- B. Approval of Resolution R 2022-01-00525 designating the Allen American as the official newspaper of the City of Lucas for 2022 beginning January 20, 2022, through December 31, 2022.
- C. Approval of Resolution R 2022-01-00524 supporting the proposed trail project and authorizing participation in the Recreational Trails Grant Program of the Texas Parks and Wildlife.

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

Regular Agenda

4. Receive a presentation by Republic Services on Industry Updates of Municipal Recycling and Waste.

Rick Bernas with Republic Services gave a presentation regarding current recycling trends, trends occurring within the City of Lucas, number of subscribers, volumes collected, and how items are collected and disbursed from their facility into reusable products.

There was no motion on this item, it was for discussion purposes only.

5. Consider a Development Agreement with Liberty Bankers Life Insurance Company for roadway improvements to the first 0.28 miles of Blondy Jhune Road east of FM 1378 and appropriating funds in an amount not to exceed \$306,489 from cash account 11-1009 General Fund Roadway Impact Fees to account 21-8210-491-300 Blondy Jhune Road Alignment and credit the owner for calculated roadway and water impact fees of \$289,374 per Section 3.2 of the Development Agreement.

Development Services Director Joe Hilbourn gave a presentation and discussed with the City Council roadway improvements and associated line of site improvements proposed with this project.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to approve a Development Agreement with Liberty Bankers Life Insurance Company for roadway improvements to the first 0.28 miles of Blondy Jhune Road east of FM 1378 and appropriating funds in an amount not to exceed \$306,489 from cash account 11-1009 General Fund Roadway Impact Fees to account 21-8210-491-300 Blondy Jhune Road Alignment and credit the owner for calculated roadway and water impact fees of \$289,374 per Section 3.2 of the Development Agreement. The motion passed unanimously by a 7 to 0 vote.

6. Consider recommendations from the Lemontree Country Estates and Kingwood Estates Drainage Improvements Study dated January 12, 2022, provided by Birkhoff, Hendricks & Carter, LLP and provide direction to the City Manager.

Joe Carter with Birkhoff, Hendricks & Carter discussed with the Council their recommendations to assist with drainage in the Lemontree/Kingswood neighborhood.

The City Council discussed at length the recommendations proposed, the cost associated with each recommendation, reducing the water flow in the neighborhood associated with each recommendation, upcoming meetings with Lovejoy High School regarding improvements to their detention pond, creating an oversized detention pond as part of the Farmstead development to alleviate flooding issues, and raising the embankment around the detention pond at Claremont Springs to alleviate their pond from flooding.

The following individuals spoke related to moving forward with a plan to alleviate flooding in the area, suggested improvements, and groundwater concerns:

- Jeff Maddox, 12 Kingswood
- Bill Gunn, 3 Kingswood
- Brad Livingston, 9 Orchard
- Jim Iannucci, 9 Kingswood

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Baney to approve obtaining a design proposal from Birkhoff, Hendricks & Carter for Recommendations 4, 5, and 6, moving forward with Recommendations 1, 2, and 3, include the source of funding with the proposal; and determine from TxDOT if water can be diverted to Estates Parkway. The motion passed unanimously by a 6 to 1 vote with Councilmember Lawrence abstaining due to a conflict of interest.

7. Receive the Limited Bridge Evaluation Report for the Winningkoff Bridge from BCC Engineering, LLC dated December 2021 and provide direction to the City Manager.

Chris Meszler with BCC Engineering discussed with the City Council the various options available for repairs to the Winningkoff bridge and reviewed Alternate proposals 1 through 4. The City Council was in favor of moving forward with Alternative No. 2 and include Alternatives 3 and 4 as part of the City's Capital Improvement Plan.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Fisher to direct the City Manager to proceed with Alternative No. 2, long-term scour protection in the amount of \$32,000. The motion passed unanimously by a 7 to 0 vote.

8. Consider receiving a donation of a house located at 525 Stinson Road and relocating to city-owned property for a future public use.

City Councilmembers discussed the proposed house donation and its historical value, the cost of \$100,00 associated with relocating the home, additional costs associated with renovations and repairs, at an additional \$200 per square foot. After some discussion, the Council thanked Mr. Ruckel for his generous offer but declined the donation due to the funding required to relocate and update the home.

There was no motion or action on this item.

9. Consider authorizing the City Manager to enter into a contract with Records Consultants, Inc. (RCI) in the amount of \$26,606.50 for scanning the City's permanent records appropriating funds from Unrestricted General Fund Reserves to account 11-6110-239 Records Management.

City Secretary Stacy Henderson gave a presentation discussing the City's records that were being maintained in a paper format that required permanent retention. A proposal was presented that proposed electronic scanning of the paper documents creating a permanent electronic file.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to authorize the City Manager to enter into a contract with Records Consultants, Inc. (RCI) in the amount of \$26,606.50 for scanning the City's permanent records appropriating funds from Unrestricted General Fund Reserves to account 11-6110-239 Records Management. The motion passed unanimously by a 7 to 0 vote.

10. Consider nominations for 2022 Service Tree Awards and appoint Councilmembers to serve on the Service Tree Subcommittee.

The City Council appointed Councilmember Keer to the Service Tree Committee. The committee agreed to meet and bring forward a recommendation to the City Council at their February 17, 2022, meeting.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to appoint Councilmember Keer to the Service Tree Committee. The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

11. Executive Session:

An Executive Session was not held at this meeting.

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

There was no Executive Session held at this meeting; therefore, no action was taken.

13. Adjournment.

MOTION: A motion was made by Councilmember Johnson seconded by Mayor Olk to adjourn the meeting at 10:06 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

City Secretary Stacy Henderson



ORDINANCE 2022-02-00943
[Ordering the May 7, 2022 General Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 5 AND SEAT NO. 6; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. A General Election is hereby ordered for May 7, 2022, for the purpose of electing two (2) Lucas City Councilmembers for Seat No. 5 and Seat No. 6, each such term being for a period of three (3) years. The filing period for the General Election shall begin on January 19, 2022, and ends on February 18, 2022, at 5:00 p.m. in accordance with State Law.

Section 2. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 7, 2022. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Section 3. Notice of the General Election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

Section 4. The entire City shall constitute one election precinct for this election and the Lucas Community Center located at 665 Country Club Road, Lucas, Texas is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

Early voting by personal appearance shall also be conducted at the Lucas Community Center located at 665 Country Club Road, Lucas, Texas. City of Lucas voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration. If the election services contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 7, 2022.

Early voting for the General Election shall begin on Monday, April 25, 2022, and ends Tuesday, May 3, 2022, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be determined in accordance with the provisions of the Contract.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

Section 5. The City Secretary shall present the General Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Councilmember Seat No. 5 and Councilmember for Seat No. 6 that receives a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be ordered by the City Council in accordance with the Lucas City Charter and State law.

Section 6. This Ordinance shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Lucas this 3rd day of February 2022.

Jim Olk, Mayor

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.

CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended
December, 2021

Bank Account Name	Rating	September 30, 2021	December 31, 2021	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$6,876,891.63	\$6,167,836.96	-\$709,054.67	16.66%
Interest Rate		0.16%	0.16%	0.00%	
ANB - Reserve	AAAm	\$3,000,000.00	\$4,000,000.00	\$1,000,000.00	10.81%
General Fund					
ANB - West Lucas Rd	AAAm	\$3,402,458.18	\$3,403,830.53	\$1,372.35	9.20%
Interest Rate		0.16%	0.16%	0.00%	
ANB American Rescue Plan	AAAm	\$1,059,661.83	\$1,060,165.89	\$504.06	2.86%
Interest Rate		0.01%	0.16%	0.15%	
Total Bank Accounts		\$14,339,011.64	\$14,631,833.38	\$292,821.74	39.53%
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Pools					
Logic - General Fund	AAAm	\$4,058,213.88	\$4,058,722.04	\$508.16	10.97%
Logic - Water Fund	AAAm	\$5,237,218.80	\$5,237,874.57	\$655.77	14.15%
Logic 2017 CO - Water Fund	AAAm	\$676,961.77	\$677,046.52	\$84.75	1.83%
Logic 2019 CO - General Fund	AAAm	\$6,286,700.90	\$6,287,488.07	\$787.17	16.99%
Logic 2019 CO - Water Fund	AAAm	\$1,471,790.33	\$1,471,974.62	\$184.29	3.98%
Interest Rate		0.0364%	0.0737%	0.0373%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$2,052,201.32	\$2,058,545.79	\$6,344.47	5.56%
Lone Star Invest- Water Fund	AAAm	\$770,988.49	\$770,998.43	\$9.94	2.08%
Interest Rate		0.0051%	0.0051%	0.0000%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)				0	
Tex Pool - Debt Service Fund	AAAm	\$1,072,465.59	\$1,816,473.90	\$744,008.31	4.91%
Interest Rate		0.0279%	0.0279%	0.0000%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)				0	
Total Pools		\$21,626,541.08	\$22,379,123.94	\$752,582.86	60.47%
Total Bank Acct. and Pools		\$35,965,552.72	\$37,010,957.32	\$1,045,404.60	100.00%

The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies


Joni Clarke- City Manager


Liz Exum - Finance Director

STATE OF TEXAS §
 § **SECOND AMENDED AND RESTATED AGREEMENT**
COUNTY OF COLLIN § **FOR MUNICIPAL COURT JUDGE**

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

Recitals:

WHEREAS, the City and Judge previously entered into that certain Agreement for Municipal Court Judge on February 2, 2017 (“Original Agreement”), for Huffman to serve as the Municipal Court Judge for the City; and

WHEREAS, the Parties entered into that certain First Amendment to Agreement for Municipal Court on August 24, 2018; and

WHEREAS, the Parties agreed to extend the Term of the Original Agreement for two (2) years by letter agreement dated February 19, 2019, extending the Term of the Original Agreement through February 2, 2021; and

WHEREAS, Huffman was not appointed by the ninety-first (91st) day following February 2, 2021, and the appointing authority took no action related therein. Accordingly, under Texas Government Code, Section 29.005, Huffman continues to serve as Municipal Court Judge for an additional Term of office for two (2) years from February 2, 2021, through February 1, 2023; and

WHEREAS, the Parties now desire to enter into a Second Amended and Restated Agreement, commencing February 3, 2022, through February 1, 2023, with an option to renew for an additional Term of two (2) years effective February 2, 2023; and

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

The Term of this Agreement shall commence on February 3, 2022 (“Effective Date”) and shall extend through February 1, 2023.

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

Article II Scope of Services

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

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

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

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

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

Article III Municipal Court Docket

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

Article IV Compensation and Method of Payment

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

4.1.1 In addition to the compensation set forth in Section 4.1 herein, City shall compensate Judge in the amount of Three Hundred Dollars (\$300) per month as a retainer fee so that a regular court docket may be scheduled on the fourth (4th) Friday of each month at 2:00 p.m. Judge shall be entitled to said retainer fee regardless of whether an Active Court Docket is held.

4.1.2 City will provide Judge with seven day's advanced notice of the cancellation of a court docket."

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

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

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

Article V Removal of Judge/Termination

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

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

Article VI Miscellaneous

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

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

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

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

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

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not 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 Judge, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City.

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

If intended for City:

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

With Copy to:

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

If intended for Judge:

Dana Huffman
1143 Rockingham, Suite 107
Richardson, Texas 75080

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

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

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

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

[signature page to follow]

EXECUTED this _____ day of _____, 2022.

City of Lucas, Texas

By: _____
Jim Olk, Mayor

Approved as to form:

By: _____
Joseph J. Gorfida, Jr.
(01-25-2022: TM 127335)

EXECUTED this _____ day of _____, 2022.

Dana Huffman

By: _____
Dana Huffman, Judge



ORDINANCE 2022-02-00944
[AMENDING CODE OF ORDINANCES,
BY AMENDING SECTION 3.01.005 “BUILDING PERMIT”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 3 TITLED “BUILDING REGULATIONS” BY AMENDING ARTICLE 3.01 TITLED “GENERAL PROVISIONS” BY AMENDING SECTION 3.01.005 TITLED “BUILDING PERMIT” BY ADDING A NEW PARAGRAPH (d) TITLED “STARTING WITHOUT A PERMIT” TO REQUIRE THAT THE PERMIT FEE BE DOUBLED WHERE WORK IS STARTED PRIOR TO OBTAINING A PERMIT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 3 titled “Building Regulations” by amending Article 3.01 titled “General Provisions” by amending Section 3.01.005 titled “Building Permit”, to read as follows:

“CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.01 GENERAL PROVISIONS

...

Sec. 3.01.005 Building permit

AMEND BY ADDING (d):

...

(d) Starting without a permit. Where work for which a permit is started prior to obtaining a permit, the fee specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of the applicable building code in the execution of the work, nor shall it relieve the person from any other penalties that may be applicable.”

SECTION 2. That 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. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 3rd DAY OF FEBRUARY, 2022.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(01-11-2022:TM 127051)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

February 3, 2022

Item No. 04

Requester: Mayor Jim Olk

Agenda Item Request

Presentation to the City of Lucas Finance Department for receiving the 2021 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association.

Background Information

The City of Lucas has received the Certificate of Achievement for Excellence in Financial Reporting Award for the September 30, 2020, Annual Comprehensive Financial Report. This is the 11th year in a row the City has received this award by the Government Finance Officers Association of the United States and Canada (GFOA). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government entity and its management.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

There is no motion required for this item, a presentation only will be given.



City of Lucas

City Council Agenda Request

February 3, 2022

Requester: Development Services Director Joe Hilbourn

Agenda Item

Consider the request by Todd Winters on behalf of Barrett Owens for approval of a preliminary plat for an 18.858-acre parcel of land being part of the Jas Grayum Survey, Abstract 354 located on the north side of Estates Parkway and east of Orchard Road, more commonly known as 1900 Estates Parkway, Lucas, Texas.

Background Information

This parcel of land is currently zoned Residential 2-acre (R-2), containing 18.858 acres of land, and proposes seven new residential lots. This subdivision has a private road that will be shared with Farmstead Phase One. Public improvements include some modifications to the existing turn around and to bring the lateral water service lines to the existing water main on the east side of Farmstead.

There will be drainage modifications, but the drainage plans have not yet been completed. The developer was waiting on information from the City related to water leaving the retention ponds at Claremont Springs Phase 1. The information has been provided and staff is awaiting updated plans. The stormwater runoff numbers have been forwarded to Farmstead; and the City will be asking them to slow the offsite water in the amount of 47 CFS.

Attachments/Supporting Documentation

1. Preliminary Plat
2. Location Map

Budget/Financial Impact

NA

Recommendation

Staff recommends approval of the preliminary plat with the stipulation that stormwater runoff plans are submitted to the City that conform to the City's stormwater runoff manual and storm water runoff regulations.



City of Lucas

City Council Agenda Request

February 3, 2022

The Planning and Zoning Commission recommended approval of the preliminary plat by a 4 to 1 vote with the following conditions:

The developer will deliver all drainage plans to City staff prior to final plat submittal, and the preliminary plat be approved conditionally because it does not meet the following requirements of the City's Code of Ordinances:

- Section 10.03.032 Submission Dates;
- Section 10.03.033 Official Filing Date;
- Section 10.03.034 General Approval Criteria;
- Section 10.03.039(3) Standards for Approval of Preliminary Plats;
- Section 10.03.040(b)(1) Data Requirement for Preliminary Plats;
- Section 10.04.020 Preliminary Plats

Commissioner Tolson noted that the conditional approval was considered a disapproval per Section 10.03.037(i) of the Code of Ordinances. The motion passed by a 4 to 1 vote with Commissioner Sussman voting in opposition due to the preliminary plat submittal being incomplete prior to submission to the Planning and Zoning Commission.

Motion

I make a motion to approve/deny the preliminary plat for an 18.858-acre parcel of land being part of the Jas Grayum Survey, Abstract 354 located on the north side of Estates Parkway and east of Orchard Road, more commonly known as 1900 Estates Parkway, Lucas, Texas.

OWNER’S CERTIFICATE & DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, ESTATES LUCAS VENTURES LTD. BEING the owner of 18.858 acre tract of land situated in the James Grayum Survey, Abstract No. 354, City of Lucas, Collin County, Texas, and being all of that certain called 18.858 acre tract of land described in deed to ESTATES LUCAS VENTURES LTD. recorded as Volume 6067, Page 1211, Deed Records, Collin County (DRCCCT), Texas, sold 18.858 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the northwest corner of said Lucas tract, same being the common south corner of Lots 32 and 33 in Block A of said Lemontree Country Estates, an Addition to the City of Lucas, Collin County, Texas, according to the map thereof recorded in Volume A, Page 189, Map Records, Collin County, Texas;

THENCE, South 89 degrees 58 minutes 27 seconds East generally along a fence and the north line of said Lucas tract and along the northerly south line of Block A of said Lemontree Country Estates and part of the way along the south line of Lot 8 of Kingswood Estates, and addition to the City of Lucas, Collin County, Texas, according to the map thereof recorded in Volume A, Page 240, Map Records, Collin County, Texas, a distance of 514.05 feet to a 3/4" iron rod found for corner and the northwest corner Lot 5, Block A of The Farmstead, an addition to the City of Lucas, Collin County, Texas, according to the map thereof recorded in Volume 2020, Page 15, Map Records, Collin County, Texas;

THENCE, South 00 degrees 04 minutes 02 seconds West along the west boundary line of said The Farmstead a distance of 1599.55 feet to a 3/4" iron rod found in the north line of Estates Parkway, AKA F.M. Highway 2170;

THENCE, South 89 degrees 42 minutes 56 seconds West along the north line of said Estates Parkway, a distance of 513.18 feet to a 1/2" iron rod found for corner;

THENCE, North 00 degrees 00 minutes 00 seconds East along the west line of said Lucas tract and the southerly east line of Block A of said Lemontree Country Estates, a distance of 1602.32 feet to the PLACE OF BEGINNING and containing 821,458 square feet or 18.858 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Estates Lucas Ventures LTD. does hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as *THE FARMSTEAD, PHASE TWO*, an addition to the City of Lucas, and does hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and does hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, OW Homes, LLC certifies that it is the sole owner of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, it agrees to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
- The homeowners' association shall have the authority to collect membership fees;
- As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
- The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
- The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance in common areas.
- The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

ESTATES LUCAS VENTURES LTD.

FOR: _____
Signature
Name:
Title:

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2021.

Notary Public in and for the State of Texas

SURVEYOR’S CERTIFICATE

I, Daniel Chase O’Neal, Registered Professional Land Surveyor, State of Texas, hereby certify that the description and plat hereon are taken from actual measurements upon the ground and are true and correct to the best of my knowledge and belief the 16th day of June, 2021 and the monuments shown thereon have been found or set under my supervision and their location, size and material description are correctly shown.

PRELIMINARY – THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

DANIEL CHASE O’NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570



STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared Daniel Chase O’Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021.

Notary public for the State of Texas
My commission expires:

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Development Services Director of the City of Lucas, Texas, in accordance with the Lucas Code of Ordinances, review and approval procedures.

Development Services Director

Date

ATTEST:

Signature

Date

Name & Title

Date

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Lucas Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his approval is required.

Director of Public Works/City Engineer

Date

ATTEST:

Signature

Date

Name & Title

Date

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas.

Chairman, Planning and Zoning Commission

Date

ATTEST:

Signature

Date

Name & Title

Date

On-Site Sewage Facilities (OSSF) Notes:

1. All lots must utilize alternative type On-Site Sewage Facilities. Presence of fractured rock may further limit type of alternative type On-Site Sewage Facilities to Aerobic Treatment with Surface Application on lot.
2. All lots must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
 - Due to the presence of a large pond/drainage easement on lots 4 and 5, it is recommended that there be no surface improvements, impervious cover, outbuildings, swimming pools, etc. planned on either lot 4 or 5 without pre-construction planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services. Lot 4 will additionally have setbacks from a waterway/drainage easement.
 - Due to the presence of a waterway/drainage easement with sharp breaks and slopes on lots 2 and 3, it is recommended that there be no surface improvements, impervious cover, outbuildings, swimming pools, etc. planned on either lot 2 or 3 without pre-construction planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services. The waterway/drainage easement bisects a portion of lot 2. No OSSF components shall cross the waterway/drainage easement.
3. There were no permitted/approved existing structures with associated OSSF(s) on the property at the time of approval. Any existing structures or OSSFs must be reviewed and permitted by Collin County Development Services prior to any use.
4. Tree removal and/or grading for OSSF may be required on individual lots.
5. There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
6. Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.
7. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

HEALTH DEPARTMENT CERTIFICATION:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative
Collin County Development Services

"Preliminary Plat – For Inspection Purposes Only"

OWNER/DEVELOPER
ESTATES LUCAS VENTURES LTD.
302 S. BOWSER ROAD
RICHARDSON, TX 75081-4401

PROPERTY ADDRESS
1900 ESTATES PARKWAY
LUCAS, TX 75002

LAND SURVEYOR
O’NEAL SURVEYING CO.
205 WINDCO CIRCLE, SUITE 100
WYLLIE, TX 75098
TBPLS Firm No. 10194132
daniel.oneal@onedisurveying.com
(903) 804-2891

PRELIMINARY PLAT
**THE FARMSTEAD
PHASE TWO**
LOTS 1-7, BLOCK A
7 RESIDENTIAL LOTS
BEING 18.858 ACRES
SITUATED IN THE
JAMES GRAYUM SURVEY, ABSTRACT NO. 354
CITY OF LUCAS, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001146
201 WINDCO CIRCLE, SUITE 200, WYLLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

DATE: 11/17/2021

SHEET 2 OF 2

08362\DWG\B362 Preliminary Plat.dwg

Location Map

Farmstead Phase 2





City of Lucas

City Council Agenda Request

February 3, 2022

Requester: Public Works Director Scott Holden

Agenda Item

Consider authorizing the City Manager to enter into a professional services agreement with Birkhoff, Hendricks, & Carter, LLP (BH&C) and appropriate funds from Unrestricted General Fund Reserves to account 11-8209-303 Drainage in the amount of \$108,020 to complete the design, construction plans, specifications, and bidding for the following:

- A. Rimrock Detention Pond Embankment Improvements in the amount of \$23,280 (Recommendation 4)
- B. Orchard South Culvert Improvements & Channel Improvements in the amount of \$32,450 (Recommendation 5)
- C. Lynn Lane Culvert and Channel Improvements in the amount of \$52,290 (Recommendation 6)

Background Information

At the January 20, 2022, City Council meeting, the Lemontree Country Estates and Kingwood Estates Drainage Improvements Study was presented to City Council. The presentation identified six recommendations:

- Recommendation 1 – Claremont Springs Retention/Detention Pond for Phase 1 – funding to be provided by Claremont Springs HOA
- Recommendation 2 – Future Farmstead Retention/Detention Pond – funding to be provided by developer
- Recommendation 3 – Lovejoy High School Detention Pond – funding to be provided by Lovejoy ISD
- Recommendation 4 – Rimrock Detention Pond- \$200,000
- Recommendation 5 – Orchard Road Crossing at Outfall from Rimrock – \$360,000
- Recommendation 6 – Lynn Lane Crossing Reid Branch Tributary 1- \$500,000

Following the presentation and discussion, City Council directed staff to prepare a professional services agreement with BH&C to complete the design, prepare construction plans and specifications for recommendation 4, 5, and 6. For recommendation 1, 2 and 3, City Council directed staff to meet with those entities and discuss their timeline to complete their improvements.



City of Lucas

City Council Agenda Request

February 3, 2022

In addition to the discussion of recommendations 1 to 6, City Council inquired about directing drainage to Estates Parkway (FM 2170). TxDOT previously met with staff and discussed the following:

1. Estates Parkway (FM 2170) is above the subdivision which would preclude directing drainage towards the roadway.
2. Culverts along the south of Estates Parkway are undersized and will not carry additional run-off.
3. To divert drainage towards Estates Parkway, a Drainage Study would be required and presented to TxDOT for review, but does not guarantee approval.

Attachments/Supporting Documentation

1. Birkhoff, Hendricks & Carter, LLP Professional Services Agreements Rimrock Detention Pond, Orchard Road culvert and channel improvements, and Lynn Lane culvert and channel improvements.
2. General Fund Reserve Schedule

Budget/Financial Impact

The General Fund Reserves has a projected reserve balance after GASB 54 Requirement in fiscal year 2021-2022 of \$5,829,332.

Recommendation

Staff recommends approving funding for the professional services to complete design, construction plans, specifications, and bidding for:

- Rimrock Detention Pond Embankment Improvements (Recommendation 4)
- Orchard South Culvert Improvements & Channel Improvements (Recommendation 5)
- Lynn Lane Culvert and Channel Improvements \$52,290 (Recommendation 6)

Motion

I make a motion to approve/deny authorizing the City Manager to enter into a professional services agreement with Birkhoff, Hendricks, & Carter, LLP (BH&C) and appropriate funds from Unrestricted General Fund Reserves to account 11-8209-303 Drainage in the amount of \$108,020 to complete the design, construction plans, specifications, and bidding for the following:

- A. Rimrock Detention Pond Embankment Improvements in the amount of \$23,280 (Recommendation 4)
- B. Orchard South Culvert Improvements & Channel Improvements in the amount of \$32,450 (Recommendation 5)
- C. Lynn Lane Culvert and Channel Improvements in the amount of \$52,290 (Recommendation 6)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

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

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

Article I
Term

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

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

Article II
Scope of Service

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

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

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the

Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 22" x 34" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit "A".

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

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

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI

Miscellaneous

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

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

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

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

shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: Joe R. Carter, P.E.
Partner
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Telephone: 214-361-7900

6.10 Insurance.

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

6.11 Disbarment and Suspension

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Lucas.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of DeSoto of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 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. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THE FIRMS INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS SECTION ARE LIMITED BY AND TO BE READ AS COMPLYING WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

6.13 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.

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

6.15 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.

6.16 Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that it is 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.

6.17 Debarment and Suspension.

(a) In accordance with 2 CPR section 180.300, the principal of this contract as described in 2 CPR section 180.995 being duly sworn under penalty of perjury under the laws of the United States, certifies that neither this company, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform City of Lucas

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform City of Lucas of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by City in entering into this contract.

(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____.

(Professional)

By: _____

Name: Joe R. Carter

Title: - Partner -

EXHIBIT “A”
ENGINEERING SERVICES
LEMONTREE AND KINGSWOOD DRAINAGE DESIGN
LYNN LANE CULVERT & CHANNEL IMPROVEMENTS

General Project Scope:

This project includes improvements to the channel and culverts crossing Lynn Lane as recommended in the Lemontree Country Estates and Kingswood Estates Drainage Improvements Study, dated January 12, 2022.

Part I: Design Phase

- 1) Create a property base map based on property information obtained through the Collin County Central Appraisal District. Property base map will be best fit based on property monument located during field surveys.
- 2) Survey cross sections approximately 100 feet wide on an approximate 25-foot interval to approximately 200 feet north and south of the limits of Lynn Lane.
- 3) Prepare Cover Sheet, Location Map and Sheet Index.
- 4) Prepare construction plan and profile sheets for the horizontal and vertical layout of the roadway, channel, and culvert improvements. Cross sections will be included in the plans.
- 5) Prepare phasing plan to keep one lane open for access to properties north of the culvert crossing.
- 6) Incorporate erosion control plan into construction plan sheets.
- 7) Plans will be submitted for City review at 30% completion with an Engineer's Opinion of Probable Construction Cost. Plans and specifications, revised to address the City review comments will be submitted for City review at 60% completion with an updated Engineer's Opinion of Probable Construction Cost. Plans and specifications, revised to address the City review comments will be submitted for City review at 90% completion with an updated Engineer's Opinion of Probable Construction Cost.
- 8) Plans will be submitted to known franchise utility companies at 60% completion and comments received will be incorporated with the 90% complete submittal.
- 9) Prepare Final Plans with a Proposal and Bid Schedule, Contract Documents and Specifications and provide for final City review.
- 10) Revise plans, specifications and contracts based on City comments.
- 11) Submit three (3) sets of Final Specifications and Bidding Documents and Final Plans on 11-inch x 17-inch sheets.

Part II: Bidding Phase

- 1) Assist the City staff in advertising for bids, including sending a “Notice to Contractors” to contractors experienced in this type of construction. Engineer to provide City with Notice to Contractors to publish in the local newspaper.
- 2) Sell bid documents to potential bidders, suppliers, and other parties.
- 3) Respond to plan holder questions as necessary.
- 4) Prepare and issue bidding document addenda as required.
- 5) Attend project bid opening.
- 6) Provide bid tabulation to City and contractors who submitted bids.
- 7) Obtain experience record and references from lowest bidder. Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of construction contract.
- 8) Assist the City in execution of five (5) sets of the contract documents
- 9) Provide City with three (3) copies of the Final Plans on 11-inch x 17-inch plan sheets and three (3) copies of the Proposal, Bid Schedule, and Specifications books on letter size paper,

Part III: Construction Phase

- 1) Conduct a Pre-Construction Conference including the preparation of an agenda.
- 2) Review shop drawings and other submittal information submitted by the contractor. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- 3) Provide responses to requests for information or clarification to City and Contractor.
- 4) Prepare monthly pay requests based on submittal by contractor of work completed each month. Coordinate with City inspector to confirm quantities of work submitted by contractor.
- 5) Prepare and process routine change orders for this project as they pertain to the original scope of work.
- 6) Review Construction Materials Testing lab reports prepared by testing lab for general conformance with the construction plans and specifications.
- 7) Accompany the City during final walk-through of the project. Assist the City in preparing a punch list of items to complete the project.
- 8) Prepare record drawings utilizing information from the City’s on-site representative and the Contractor.

Part IV: Additional Services

- 1) Field Surveys for Design and Property Map
- 2) Printing of Plans, Specifications and other deliverables to the City.

Part VI: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD Civil 3D 2021, Civil 3D 2017
 - Innovyze InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

Part VII: Exclusions:

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is completed in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.

- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. On-site construction safety precautions, programs, and responsibility (no construction).
- J. Phasing of Contractor's work.
- K. Quality control and testing services during construction.
- L. Revisions and/or change orders as a result of revisions after completion of original design.
- M. Preparation of easement documents.
- N. Services in connection with condemnation hearings.
- O. Title searches.
- P. Trench safety designs.

EXHIBIT “B”

COMPLETION SCHEDULE

Receive Notice to Proceed (NTP)	Begins Contract Time
Request Permission to Survey	7 days after NTP receipt
Begin Field Surveys	28 days after NTP receipt
Complete Field Surveys	35 days after NTP receipt
Submit 30% Preliminary Plan Design to City for Review	70 days after NTP receipt
Receive City 30% Review Comments	84 days after NTP receipt
Submit 60% Plans and Specifications to City for Review	115 days after NTP receipt
Receive City 60% Review Comments	129 days after NTP receipt
Submit 90% Plans and Specifications to City for Review	160 days after NTP receipt
Receive City 90% Review Comments	174 days after NTP receipt
Submit Final Plans and Specifications to City for Review	185 days after NTP receipt
Receive City Final Comments	195 days after NTP receipt
Advertise Project for Bids	205 days after NTP receipt
Award Project for Construction	235 days after NTP receipt
Complete Project Construction	330 days after NTP receipt

EXHIBIT “C”

PAYMENT SCHEDULE

Payment for the Scope of Services described under Exhibit “A” shall be compensated on an hourly basis following the 2022 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. We recommend a budget for the maximum overall fee of \$52,290. The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis for services completed.

The approximate cost for each part of the Scope of Services is summarized below:

Part I: Design Phase	\$41,200
Part II: Bidding Phase	\$ 2,100
Part III: Construction Phase	\$ 5,900
Part IV: Additional Services (Surveys)	\$ 3,090
TOTAL: \$52,290	

2022 FEE SCHEDULE

Classification/Task	Straight Time (Rate)
Partner-In-Charge (Project Manager)	\$280.00
Design Engineer (P.E.)	\$240.00
RPLS	\$280.00
Engineer in Training I (0-2yrs.)	\$110.00
Engineer in Training II (2-4yrs.)	\$118.00
Engineer in Training I (5 yrs.)	\$125.00
AutoCAD III	\$190.00
AutoCAD II	\$145.00
AutoCAD I	\$98.00
Word Processor	\$123.00
Survey Crew (Plus Mileage)	\$173.00
Expenses at Invoice Cost Times	1.15
Plotting 8.5 x 11 (B&W)	\$0.20
Plotting 8.5 x 11 (Color).....	\$0.50
Plotting 11 x 17 (B&W)	\$0.25
Plotting 11 x 17 (Color)	\$1.00
Mileage	IRS Max

EXHIBIT “D”

INFORMATION TO BE PROVIDED TO PROFESSIONAL

1. Assistance in obtaining permission to survey from property owners not responsive to permission to survey request letters.
2. Construction Record Drawings for all subdivisions within the project limits as shown by the engineer.
3. Title searches as required.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

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

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

Article I
Term

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

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

Article II
Scope of Service

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

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

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the

Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 22" x 34" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit "A".

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

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

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI

Miscellaneous

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

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

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

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

shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: Joe R. Carter, P.E.
Partner
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Telephone: 214-361-7900

6.10 Insurance.

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

6.11 Disbarment and Suspension

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Lucas.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of DeSoto of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 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. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THE FIRMS INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS SECTION ARE LIMITED BY AND TO BE READ AS COMPLYING WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

6.13 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.

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

6.15 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.

6.16 Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that it is 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.

6.17 Debarment and Suspension.

(a) In accordance with 2 CPR section 180.300, the principal of this contract as described in 2 CPR section 180.995 being duly sworn under penalty of perjury under the laws of the United States, certifies that neither this company, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform City of Lucas

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform City of Lucas of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by City in entering into this contract.

(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____.

(Professional)

By: _____

Name: Joe R. Carter

Title: - Partner -

EXHIBIT “A”
ENGINEERING SERVICES
LEMONTREE AND KINGSWOOD DRAINAGE DESIGN
ORCHARD ROAD SOUTH CULVERT & CHANNEL IMPROVEMENTS

General Project Scope:

This project includes improvements to the south channel and culverts crossing Orchard Road as recommended in the Lemontree Country Estates and Kingswood Estates Drainage Improvements Study, dated January 12, 2022.

Part I: Design Phase

- 1) Create a property base map based on property information obtained through the Collin County Central Appraisal District. Property base map will be best fit based on property monument located during field surveys.
- 2) Survey cross sections approximately 100 feet wide on an approximate 25-foot interval to approximately 100 feet east of the common property line between the Lemontree Country Estates subdivision and the property to the east.
- 3) Prepare Cover Sheet, Location Map and Sheet Index.
- 4) Prepare construction plan and profile sheets for the horizontal and vertical layout of the channel and culvert improvements. Cross sections will be included in the plans.
- 5) Plans will be submitted for City review at 30% completion with an Engineer's Opinion of Probable Construction Cost. Plans and specifications, revised to address the City review comments will be submitted for City review at 60% completion with an updated Engineer's Opinion of Probable Construction Cost. Plans and specifications, revised to address the City review comments will be submitted for City review at 90% completion with an updated Engineer's Opinion of Probable Construction Cost.
- 6) Prepare phasing plan to keep one lane open for access to properties north of the culvert crossing.
- 7) Incorporate erosion control plan into construction plan sheets.
- 8) Plans will be submitted to known franchise utility companies at 60% completion and comments received will be incorporated with the 90% complete submittal.
- 9) Prepare Final Plans with a Proposal and Bid Schedule, Contract Documents and Specifications and provide for final City review.
- 10) Revise plans, specifications and contracts based on City comments.
- 11) Submit three (3) sets of Final Specifications and Bidding Documents and Final Plans on 11-inch x 17-inch sheets.

Part II: Bidding Phase

- 1) Assist the City staff in advertising for bids, including sending a “Notice to Contractors” to contractors experienced in this type of construction. Engineer to provide City with Notice to Contractors to publish in the local newspaper.
- 2) Sell bid documents to potential bidders, suppliers, and other parties.
- 3) Respond to plan holder questions as necessary.
- 4) Prepare and issue bidding document addenda as required.
- 5) Attend project bid opening.
- 6) Provide bid tabulation to City and contractors who submitted bids.
- 7) Obtain experience record and references from lowest bidder. Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of construction contract.
- 8) Assist the City in execution of five (5) sets of the contract documents
- 9) Provide City with three (3) copies of the Final Plans on 11-inch x 17-inch plan sheets and three (3) copies of the Proposal, Bid Schedule, and Specifications books on letter size paper,

Part III: Construction Phase

- 1) Conduct a Pre-Construction Conference including the preparation of an agenda.
- 2) Review shop drawings and other submittal information submitted by the contractor. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- 3) Provide responses to requests for information or clarification to City and Contractor.
- 4) Prepare monthly pay requests based on submittal by contractor of work completed each month. Coordinate with City inspector to confirm quantities of work submitted by contractor.
- 5) Prepare and process routine change orders for this project as they pertain to the original scope of work.
- 6) Review Construction Materials Testing lab reports prepared by testing lab for general conformance with the construction plans and specifications.
- 7) Accompany the City during final walk-through of the project. Assist the City in preparing a punch list of items to complete the project.
- 8) Prepare record drawings utilizing information from the City’s on-site representative and the Contractor.

Part IV: Additional Services

- 1) Field Surveys for Design and Property Map
- 2) Printing of Plans, Specifications and other deliverables to the City.

Part VI: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD Civil 3D 2021, Civil 3D 2017
 - Innovyze InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

Part VII: Exclusions:

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is completed in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.

- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. On-site construction safety precautions, programs, and responsibility (no construction).
- J. Phasing of Contractor's work.
- K. Quality control and testing services during construction.
- L. Revisions and/or change orders as a result of revisions after completion of original design.
- M. Preparation of easement documents.
- N. Services in connection with condemnation hearings.
- O. Title searches.
- P. Trench safety designs.

EXHIBIT “B”

COMPLETION SCHEDULE

Receive Notice to Proceed (NTP)	Begins Contract Time
Request Permission to Survey	7 days after NTP receipt
Begin Field Surveys	28 days after NTP receipt
Complete Field Surveys	35 days after NTP receipt
Submit 30% Preliminary Plan Design to City for Review	60 days after NTP receipt
Receive City 30% Review Comments	74 days after NTP receipt
Submit 60% Plans and Specifications to City for Review	100 days after NTP receipt
Receive City 60% Review Comments	114 days after NTP receipt
Submit 90% Plans and Specifications to City for Review	135 days after NTP receipt
Receive City 90% Review Comments	149 days after NTP receipt
Submit Final Plans and Specifications to City for Review	163 days after NTP receipt
Receive City Final Comments	170 days after NTP receipt
Advertise Project for Bids	180 days after NTP receipt
Award Project for Construction	240 days after NTP receipt
Complete Project Construction	300 days after NTP receipt

EXHIBIT “C”

PAYMENT SCHEDULE

Payment for the Scope of Services described under Exhibit “A” shall be compensated on an hourly basis following the 2022 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. We recommend a budget for the maximum overall fee of \$32,450. The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis for services completed.

The approximate cost for each part of the Scope of Services is summarized below:

Part I: Design Phase	\$26,270
Part II: Bidding Phase	\$ 1,490
Part III: Construction Phase	\$ 2,920
Part IV: Additional Services (Surveys)	\$ 1,670
TOTAL: \$32,450	

2022 FEE SCHEDULE

Classification/Task	Straight Time (Rate)
Partner-In-Charge (Project Manager)	\$280.00
Design Engineer (P.E.)	\$240.00
RPLS	\$280.00
Engineer in Training I (0-2yrs.)	\$110.00
Engineer in Training II (2-4yrs.)	\$118.00
Engineer in Training I (5 yrs.)	\$125.00
AutoCAD III	\$190.00
AutoCAD II	\$145.00
AutoCAD I	\$98.00
Word Processor	\$123.00
Survey Crew (Plus Mileage)	\$173.00
Expenses at Invoice Cost Times	1.15
Plotting 8.5 x 11 (B&W)	\$0.20
Plotting 8.5 x 11 (Color).....	\$0.50
Plotting 11 x 17 (B&W)	\$0.25
Plotting 11 x 17 (Color)	\$1.00
Mileage	IRS Max

EXHIBIT “D”

INFORMATION TO BE PROVIDED TO PROFESSIONAL

1. Assistance in obtaining permission to survey from property owners not responsive to permission to survey request letters.
2. Construction Record Drawings for all subdivisions within the project limits as shown by the engineer.
3. Title searches as required.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

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

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

Article I
Term

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

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

Article II
Scope of Service

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

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

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the

Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 22" x 34" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit "A".

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

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

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI

Miscellaneous

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

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

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

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

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: Joe R. Carter, P.E.
Partner
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Telephone: 214-361-7900

6.10 Insurance.

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

6.11 Disbarment and Suspension

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Lucas.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of DeSoto of any violations of this section by subcontractors to the contract.
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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. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN THE FIRMS INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS SECTION ARE LIMITED BY AND TO BE READ AS COMPLYING WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

6.15 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.

6.16 Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that it is 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.

6.17 Debarment and Suspension.

(a) In accordance with 2 CPR section 180.300, the principal of this contract as described in 2 CPR section 180.995 being duly sworn under penalty of perjury under the laws of the United States, certifies that neither this company, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform City of Lucas

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform City of Lucas of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by City in entering into this contract.

(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____.

(Professional)

By: _____

Name: Joe R. Carter

Title: - Partner -

EXHIBIT “A”
ENGINEERING SERVICES
LEMONTREE AND KINGSWOOD DRAINAGE DESIGN
RIMROCK DETENTION POND EMBANKMENT IMPROVEMENTS

General Project Scope:

This project includes improvements to the Rimrock Estates detention pond embankment as recommended in the Lemontree Country Estates and Kingswood Estates Drainage Improvements Study, dated January 12, 2022.

Part I: Design Phase

- 1) Create a property base map based on property information obtained through the Collin County Central Appraisal District. Property base map will be best fit based on property monument located during field surveys.
- 2) Survey cross sections approximately 80 feet wide on an approximate 50-foot interval. Sections to be approximately 40 feet wide each side of the common property line between the Rimrock and Lemontree Country Estates subdivisions.
- 3) Prepare Cover Sheet, Location Map and Sheet Index.
- 4) Prepare construction plan and profile sheets for the horizontal and vertical layout of the embankment construction. Cross sections will be included in the plans.
- 5) Plans will be submitted for City review at 30% completion with an Engineer's Opinion of Probable Construction Cost. Plans and specifications, revised to address the City review comments will be submitted for City review at 60% completion with an updated Engineer's Opinion of Probable Construction Cost. Plans and specifications, revised to address the City review comments will be submitted for City review at 90% completion with an updated Engineer's Opinion of Probable Construction Cost.
- 6) Plans will be submitted to known franchise utility companies at 60% completion and comments received will be incorporated with the 90% complete submittal.
- 7) Prepare Final Plans with a Proposal and Bid Schedule, Contract Documents and Specifications and provide for final City review.
- 8) Revise plans, specifications and contracts based on City comments.
- 9) Submit three (3) sets of Final Specifications and Bidding Documents and Final Plans on 11-inch x 17-inch sheets.

Part II: Bidding Phase

- 1) Assist the City staff in advertising for bids, including sending a “Notice to Contractors” to contractors experienced in this type of construction. Engineer to provide City with Notice to Contractors to publish in the local newspaper.

- 2) Sell bid documents to potential bidders, suppliers, and other parties.
- 3) Respond to plan holder questions as necessary.
- 4) Prepare and issue bidding document addenda as required.
- 5) Attend project bid opening.
- 6) Provide bid tabulation to City and contractors who submitted bids.
- 7) Obtain experience record and references from lowest bidder. Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of construction contract.
- 8) Assist the City in execution of five (5) sets of the contract documents
- 9) Provide City with three (3) copies of the Final Plans on 11-inch x 17-inch plan sheets and three (3) copies of the Proposal, Bid Schedule, and Specifications books on letter size paper,

Part III: Construction Phase

- 1) Conduct a Pre-Construction Conference including the preparation of an agenda.
- 2) Review shop drawings and other submittal information submitted by the contractor. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The Contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- 3) Provide responses to requests for information or clarification to City and Contractor.
- 4) Prepare monthly pay requests based on submittal by contractor of work completed each month. Coordinate with City inspector to confirm quantities of work submitted by contractor.
- 5) Prepare and process routine change orders for this project as they pertain to the original scope of work.
- 6) Review Construction Materials Testing lab reports prepared by testing lab for general conformance with the construction plans and specifications.
- 7) Accompany the City during final walk-through of the project. Assist the City in preparing a punch list of items to complete the project.
- 8) Prepare record drawings utilizing information from the City's on-site representative and the Contractor.

Part IV: Additional Services

- 1) Field Surveys for Design and Property Map
- 2) Printing of Plans, Specifications and other deliverables to the City.

Part VI: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD Civil 3D 2021, Civil 3D 2017
 - Innovyze InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.5
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

Part VII: Exclusions:

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is completed in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.
- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. On-site construction safety precautions, programs, and responsibility (no construction).

- J. Phasing of Contractor's work.
- K. Quality control and testing services during construction.
- L. Revisions and/or change orders as a result of revisions after completion of original design.
- M. Preparation of easement documents.
- N. Services in connection with condemnation hearings.
- O. Title searches.
- P. Trench safety designs.

DRAFT

EXHIBIT “B”

COMPLETION SCHEDULE

Receive Notice to Proceed (NTP)	Begins Contract Time
Request Permission to Survey	7 days after NTP receipt
Begin Field Surveys	28 days after NTP receipt
Complete Field Surveys	35 days after NTP receipt
Submit 30% Preliminary Plan Design to City for Review	60 days after NTP receipt
Receive City 30% Review Comments	74 days after NTP receipt
Submit 60% Plans and Specifications to City for Review	100 days after NTP receipt
Receive City 60% Review Comments	114 days after NTP receipt
Submit 90% Plans and Specifications to City for Review	135 days after NTP receipt
Receive City 90% Review Comments	149 days after NTP receipt
Submit Final Plans and Specifications to City for Review	163 days after NTP receipt
Receive City Final Comments	170 days after NTP receipt
Advertise Project for Bids	180 days after NTP receipt
Award Project for Construction	240 days after NTP receipt
Complete Project Construction	300 days after NTP receipt

EXHIBIT “C”

PAYMENT SCHEDULE

Payment for the Scope of Services described under Exhibit “A” shall be compensated on an hourly basis following the 2022 Fee Schedule provided below. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit. We recommend a budget for the maximum overall fee of \$23,280. The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. Payments are to be made on a monthly basis for services completed.

The approximate cost for each part of the Scope of Services is summarized below:

Part I: Design Phase	\$16,500
Part II: Bidding Phase	\$ 1,490
Part III: Construction Phase	\$ 2,200
Part IV: Additional Services (Surveys)	\$ 3,090
TOTAL: \$23,280	

2022 FEE SCHEDULE

Classification/Task	Straight Time (Rate)
Partner-In-Charge (Project Manager)	\$280.00
Design Engineer (P.E.)	\$240.00
RPLS	\$280.00
Engineer in Training I (0-2yrs.)	\$110.00
Engineer in Training II (2-4yrs.)	\$118.00
Engineer in Training I (5 yrs.)	\$125.00
AutoCAD III	\$190.00
AutoCAD II	\$145.00
AutoCAD I	\$98.00
Word Processor	\$123.00
Survey Crew (Plus Mileage)	\$173.00
Expenses at Invoice Cost Times	1.15
Plotting 8.5 x 11 (B&W)	\$0.20
Plotting 8.5 x 11 (Color).....	\$0.50
Plotting 11 x 17 (B&W)	\$0.25
Plotting 11 x 17 (Color)	\$1.00
Mileage	IRS Max

EXHIBIT “D”

INFORMATION TO BE PROVIDED TO PROFESSIONAL

1. Assistance in obtaining permission to survey from property owners not responsive to permission to survey request letters.
2. Construction Record Drawings for all subdivisions within the project limits as shown by the engineer.
3. Title searches as required.

City of Lucas
General Fund Reserves by Fiscal Year (Unaudited)

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Projected 2020-2021	Projected 2021-2022
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 8,524,465	\$ 8,524,465
Adjusted For:									
Projected Excess Fund Balance FY 20-21 (Revenue vs. Expense)								\$ 1,438,228	\$ 1,438,228
Projected Excess Fund Balance FY 21-22 (Revenue vs. Expense)									\$ 24,659
Additional Restrictions:									
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)					
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -	\$ (41,349)	\$ (41,349)
Water Rescue Boat								\$ (120,000)	\$ (120,000)
FY 20-21 FD Equipment/bunker gear carry-over								\$ (21,379)	\$ (21,379)
FY 20-21 Energov Software/Hardware carry-over								\$ (34,843)	\$ (34,843)
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)	\$ (67,813)
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)				\$ (50,000)	\$ (50,000)
Reserve for Capital Outlay FY 21-22									\$ -
CC 11-4-21 Reserves for Claremont Springs Drainage (FY 21-22)									\$ (192,025)
CC 11-4-21 Reserves for Brookhaven Culvert (FY 21-22)									\$ (110,758)
CC 12-16-21 Reserves for Water Master Plan (FY 21-22)									\$ (30,000)
CC 1-20-22 Reserves for Records Management Scanning (FY 21-22)									\$ (26,607)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,627,309	\$ 9,292,578
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	17.8	16
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,463,246)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,381,721	\$ 5,829,332
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	11.8	10
Restricted during Fiscal Year Audit:									
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 76,647
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 34,707
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ -
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,318	\$ 1,110,829
Restricted Water Rescue (3105-32)								\$ 120,000	\$ 120,000
Restricted FD Equipment (3105-34)								\$ 16,379	\$ 16,379
Restricted Cares Funding (3105.40)							\$ 89,755		
Restricted Mass Mutual LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 279,043
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,094	\$ 1,887,605



City of Lucas Council Agenda Request February 3, 2022

Item No. 07

Requester: City Attorney Joe Gorfida
Development Services Director Joe Hilbourn

Agenda Item Request

Consider adopting Ordinance 2022-02-00945 amending the City's Code of Ordinances, Chapter 14 "Zoning", Article 14.01.004 "Definitions" by amending the definition of home occupation, and providing an effective date.

Background Information

Currently, the City of Lucas has the following home-based business regulations:

Home occupation. A business, occupation, or profession conducted wholly within a residential dwelling unit by only the residents thereof, and which shall have the following characteristics:

- (1) The activity shall employ only members of the immediate family of the resident of the dwelling unit.
- (2) There shall be no external evidence of the occupation detectable at any lot line, said evidence to include, advertising signs, or displays, smoke, dust, noise, fumes, glare, vibration, electrical disturbance, storage of materials or equipment, or traffic or parking of vehicles in a manner evidencing the conduct of a business.

At the December 16, 2021, City Council meeting, the City Council discussed its current regulations pertaining to a home-based business and the need to provide additional clarity in regulating the activities associated with home-based business in Lucas. In addition, the City Council requested that the City Attorney assist in clarifying the legal authority and/or limitations the City of Lucas has regarding the regulation of commercial activities that occur within residentially zoned properties.

Attachments/Supporting Documentation

1. Ordinance 2022-02-00945

Budget/Financial Impact

NA



City of Lucas

Council Agenda Request

February 3, 2022

Item No. 07

Recommendation

NA

Motion

I make a motion to approve/deny adopting Ordinance 2022-02-00945 amending the City's Code of Ordinances, Chapter 14 "Zoning", Article 14.01.004 "Definitions" by amending the definition of home occupation, and providing an effective date.



ORDINANCE 2022-02-00945

[AMENDING CODE OF ORDINANCES, AMENDING CHAPTER 14 “ZONING”,
ARTICLE 14.01.004 “DEFINITIONS” BY AMENDING DEFINITION OF “HOME OCCUPATIONS”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING” BY AMENDING ARTICLE 14.01 TITLED “GENERAL PROVISIONS” BY AMENDING DIVISION 1 TITLED “GENERALLY” BY AMENDING SECTION 14.01.004 TITLED “DEFINITIONS” BY AMENDING THE DEFINITION FOR “HOME OCCUPATION” BY ADDING NEW SUBSECTIONS (3) AND (4) TO PROVIDE ADDITIONAL CONDITIONS AND REQUIREMENTS FOR A HOME OCCUPATION; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled “Zoning” by amending Article 14.01 titled “General Provisions” by amending Division 1 titled “Generally” by amending Section 14.01.004 titled “Definitions”, to read as follows:

“CHAPTER 14

ZONING

ARTICLE 14.01 GENERAL PROVISIONS

Division 1. Generally

...

Sec. 14.01.004 Definitions

...

Home occupation. A business, occupation, or profession conducted wholly within a residential dwelling unit by only the residents thereof, and which shall have the following characteristics:

- (1) The activity shall employ only members of the immediate family of the resident of the dwelling unit.

- (2) There shall be no external evidence of the occupation detectable at any lot line, said evidence to include, advertising signs, or displays, smoke, dust, noise, fumes, glare, vibration, electrical disturbance, storage of materials or equipment, or traffic or parking of vehicles in a manner evidencing the conduct of a business

ADD:

- (3) Home occupation shall not create a nuisance to persons of ordinary sensibilities that occupy the surrounding property such as offensive noises, vibrations, sound, smoke dust, odors, heat, glare, x-rays or electrical disturbances to radio and telephone instruments.
- (4) There shall be no traffic generated by the home occupation in greater volumes than normally expected in a residential neighborhood.

...”

Section 2. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

Section 3. That 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 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 5. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 6. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 7. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS,
COLLIN COUNTY, TEXAS, ON THIS 3rd DAY OF FEBRUARY, 2022.**

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(01-25-2022:TM 127354)

Stacy Henderson, City Secretary



City of Lucas

City Council Agenda Request

February 3, 2022

Item No. 08

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approval of proposed edits recommended by the Planning and Zoning Commission to Chapters 1, 2, and 3 of the City of Lucas Comprehensive Plan and provide direction to staff regarding any additional amendments.

Background Information

At the January 13, 2022, Planning and Zoning Commission meeting, the Commission approved final edits to Chapters 1, 2 and 3 of the Comprehensive Plan.

The following table outlines a timeline for review of the Comprehensive Plan by the Planning and Zoning Commission. The process to update the Comprehensive Plan will be incorporating amendments recommended by the Planning and Zoning Commission and then bringing those revisions before City Council. Once the City Council has completed its review and revision process, staff will request the two required public hearings to be scheduled.

	Meeting to Discuss	Comments to City Secretary for Incorporation	Back to P&Z for finalization
Chapters 1, 2 and 3	December 9, 2021	December 20, 2021	January 13, 2022
Chapters 4, 5 and 6	January 13, 2022	January 24, 2022	February 10, 2022
Chapters 7 and 8	February 10, 2022	February 21, 2022	March 10, 2022

Attachments/Supporting Documentation

1. Chapters 1, 2 and 3 of the Comprehensive Plan approved by the Planning and Zoning Commission.

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve the edits recommended by the Planning and Zoning Commission to Chapters 1, 2, and 3 of the City of Lucas Comprehensive Plan.

CHAPTER 1

INTRODUCTION

PURPOSE

The comprehensive plan can be defined as a long-range planning tool that is intended to be used by city staff, decision-makers and citizens to guide the growth and physical development of a community for its future growth. The original plan adopted in the late 1980's initiated the framework for the City of Lucas. Over the years it has been reviewed and updated as growth dictated. Having this comprehensive framework will assist in evaluating proposed actions, decisions concerning changes in local economic and demographic conditions, and resources, as well as guiding future planning scenarios for Lucas.

The State of Texas has established laws that specifically regulate the way incorporated cities such as Lucas can ensure the health, safety, and welfare of their citizens. It gives cities the power to regulate the use of land, but only if such regulations are based on a comprehensive plan. Lucas strives to guide future development without sacrificing the unique character of the city.

In basic terms, the primary objectives of a comprehensive plan are to:

- Manage growth in an orderly manner,
- Minimize potential conflicts between land uses,
- Provide for efficient and cost-effective delivery of public services,
- Maintain a high quality of life for its citizens, and
- Establish a rational and reasonable basis for making decisions about the community.

This updated version of the comprehensive plan will address the preservation of the country atmosphere of Lucas by identifying the growth and future needs relating to population, housing, land use, economic development, parks, streets, drainage, water, thoroughfares, and capital improvements.

LOCATION

Lucas is located in Collin County just northeast of the Dallas-Fort Worth Metroplex, 30 miles north of downtown Dallas. The city is positioned 10 miles east of the DART Parker Road Station, 30 miles north of the Dallas Love Field Airport, and 40 miles east of the Dallas-Fort Worth International Airport. Lucas is bordered by the City of Allen to the west, Parker to the southwest, Wylie to the south, St. Paul to the southeast, Lake Lavon to the east, and Fairview to the northwest as shown in figures 1.1 and 1.2.

The population is estimated at 8,631 in 2021 and contains a total land area of 10.323 acres.

Lucas has experienced significant growth in recent years as a result of its unique features including:

- Appealing rural atmosphere
- Animal friendly neighborhoods
- Exceptional educational systems
- Proximity to services and shopping
- Low crime rate
- High quality housing
- Large lot sizes
- Nearby recreational facilities

The City of Lucas' location outside the pressures and restrictions of intense urban life, combined with its convenient position relative to local and regional economic and recreational centers, makes Lucas a stable and attractive community.

CHAPTER 2

POPULATION

One of the most important parameters of the planning process is the analysis and projection of the population. The purpose of projecting population is to provide a general scale for future development which is compatible with the prospects and the potentials of the city.

Population growth is primarily driven by construction of new housing and the annexation of land.

The population estimates reported in this plan are based on the US Census Bureau, the North Central Texas Council of Governments (NCTCOG) Databases on Demographics, and other state agencies. Over the next 25 years the North Central Texas population is expected to grow by five million people. It is assumed the City of Lucas will also experience significant growth if the local and regional economies remain stable.

After estimating the size and density of the future population, it becomes possible to determine the future level of demand for facilities and to develop indices for issues which typically confront those persons who are actively involved in making decisions related to the planning process.

Projected population demand is a rational basis for projecting infrastructure needs and establishing the timing of capital expenditures.

POPULATION TRENDS

The population of Lucas has increased dramatically from 540 in 1970 to 8,631 in 2021. This represents an annual growth rate of 9.2% and reflects the desire of many people to live in a rural or "small town" environment while keeping close to major urban centers. Continued population growth in Lucas is supported by forecast data for Collin County. The population of Collin County is expected to increase by almost 54 percent by 2035. The age composition of the Lucas population provides a profile illustrating when and where the greatest need for various types of public expenditures will be required in order to meet citizen demand.

POPULATION PROJECTIONS

Population projections provide the most basic planning assumptions required for strategically meeting future public needs. Six significant assumptions specific to Lucas help form the basis from which to project future populations, and are listed below:

1. The density and character of development in Lucas will not change appreciably.
2. Lucas will experience in-migration from larger urban areas causing the local population to increase.

3. The average household size will remain 3.22 persons per household.
4. Population can be estimated based on the number of existing houses; the calculation of potential number of houses that can be built on developable land based on projected future land use, and subdivision of land tracts.
5. The City of Lucas is estimated to be built out in 2035. Based upon all the foregoing assumptions, future population projections for both Lucas and the area within its extra-territorial jurisdiction (ETJ) are shown in table 2.1 and illustrated in figure 2.2.

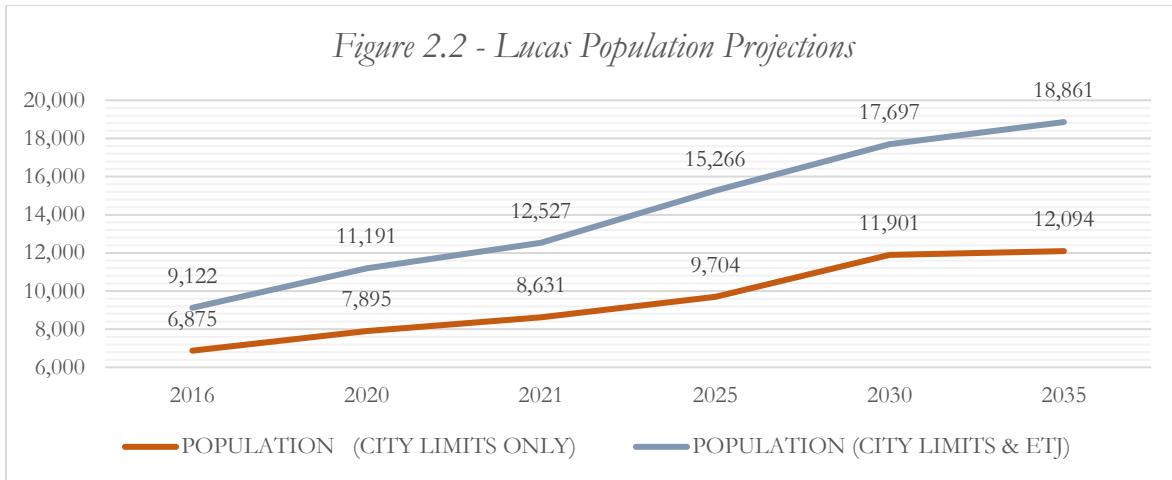
YEAR	POPULATION (CITY LIMITS ONLY)	PERCENT GROWTH	ANNUAL GROWTH RATE	POPULATION (ETJ)	POPULATION (CITY LIMITS & ETJ)	PERCENT GROWTH	ANNUAL GROWTH RATE
2016	6,875	N/A	N/A	2,247	9,122	N/A	N/A
2020	7,895	14.8%	3.5%	3,296	11,191	22.7%	5.2%
2021	8,631	9.2%	2.3%	3,896	12,527	15.5%	15.5%
2025	9,704	11.1%	2.22%	4,862	15,266	18%	4.5%
2030	11,901	18.5%	3.7%	5,796	17,697	16.2%	3.24%
2035	12,094	1.6%	1.6%	5,951	18,861	6.2%	1.24%

Table 2.1- City of Lucas Population Projections

6. Whether the projected population occurs five years early or five years later, the city will require the same number of facilities for the projected number of people.

The anticipated population growth will place additional demands on the City's infrastructure and resources:

- Streets and bridges
- Water and wastewater system (wastewater serves non-residential uses only)
- Stormwater management
- Parks and recreational facilities
- Environmental, educational, safety and health services
- Public Safety



Lucas should set goals for both the desired population levels and facilities necessary to accommodate the resulting demands. Most of these topics will be discussed in the following chapters of this Comprehensive Plan.

CHAPTER 3

HOUSING

INTRODUCTION

There are four generally recognized determinants of the level of effective demand for housing units as follow:

1. The physical sources of housing demand which includes the number and type of family units in an area and the need for replacing existing units.
2. The level of wealth in an area and the distribution of that income.
3. Mortgage rates.
4. The supply price of housing which is the cost of providing the residents of an area with appropriate housing facilities.

The complex interaction of these four considerations works to determine whether adequate housing of the appropriate types is available to the residents of Lucas.

EXISTING HOUSING ANALYSIS

As of January 1, 2021, housing inventory in Lucas is:

- 2,680 Single family housing units
- 24 Semi or non-permanent housing units
- 1,210 ETJ single family housing units
- 3,914 Total housing units

HOUSING GOALS AND OBJECTIVES

Although Lucas will add dwelling units through new construction, existing units must be adequately maintained to meet the local housing demand and foster a stable housing environment. It should be assumed that all housing and properties within the community are maintained in a reasonable (or sound), safe and sanitary condition for their useful service life. To enable the city to direct its efforts in developing housing with the highest and best use, the following specific goals and objectives should be followed:

GOAL 1.

Encourage suitable development of land with adequate lot sizes, paved streets and utilities.

Objectives:

- Establish and maintain subdivision ordinances to ensure that new infrastructure meets or exceeds minimum city requirements.
- Encourage high-quality construction through the continued enforcement of city ordinances and adopted building codes.

- Alleviate maintenance and service issues by upgrading existing infrastructure (water service, streets and drainage) to meet or exceed minimum acceptable standards.

GOAL 2.

A sufficient choice of adequate housing should be provided to meet the needs of individuals.

Objectives:

- Zone land to promote long-term neighborhood stability.
- Maintain moderate density housing in suitable locations on the periphery of the city.

FUTURE HOUSING REQUIREMENTS

To provide an indication of the future demand for housing in Lucas, it is necessary to project the number of housing units which will be needed. These projections are based upon the assumption that the average household size would remain at 3.22 persons during this planning period. Allowing for a five percent vacancy rate and reflecting anticipated future population levels, the future total housing needs for Lucas are estimated and illustrated in Figure 3.1. Lucas should encourage the maintenance and/or rehabilitation of older homes so they remain habitable over the planning period and beyond. As the population ages, provision must be considered for proper accessibility for an increasing elderly and disabled population. Attention to building design and adaptability can achieve a solution to this challenge.

HOUSING ACTIONS

Housing needs and some of the potential housing issues within the City have been identified above. The prevention of housing issues in Lucas will require the development and implementation of an effective housing program. Although this will be an ongoing process, specific actions for the next five years have been developed. These actions, all of which will be of negligible cost to the city, are listed below.

Action Items:

1. Beginning with those units in worst condition, complete the rehabilitation of housing units in the City by using one or a combination of the following methods:
 - Strict enforcement of the City's adopted ordinances and building codes.
 - Establish or coordinate with existing benevolent groups such as Habitat for Humanity to help those lacking the means to rehabilitate their property.
2. Review current zoning ordinance for compliance with development issues within the city.



City of Lucas

City Council Agenda Request

February 3, 2022

Item No. 09

Requestor: 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



City of Lucas

City Council Agenda Request

February 3, 2022

Item No. 10

Requester: Mayor Jim Olk

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA