



AGENDA CITY COUNCIL MEETING

February 6, 2025 | 6:30 PM

Council Chambers

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 6, 2025, beginning at 6:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

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 City Secretary Toshia Kimball prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Toshia Kimball at tkimball@lucastexas.us by no later than 3:30 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 3:30 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

The Citizen Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City council cannot discuss issues raised or make any decisions, but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizen Input.

Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest:

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 minutes of the January 16, 2025, City Council meeting.
- B. Authorize the City Manager to execute an Interlocal Agreement between Region 8 Education Service Center and the Texas Public Entity or Local Government.

Regular Agenda

- 4. Receive a presentation of the 2024 Lucas Farmers Market Annual Report and provide an update on the 2025 Lucas Farmer Market season (**Presenter: Parks Board Bill Esposito**)
- 5. Consider nominations for the 2025 Service Tree Award Program (**Presenter: Service Tree Committee**)
- 6. Consider Resolution # R 2025-02-00565 supporting the expansion of FM 1378 by the Texas Department of Transportation (TxDOT) (**Presenter: City Manager John Whitsell**)
- 7. Consider authorizing the City Manager to negotiate and enter into a contract with JTG Engineering for value Engineering culvert analysis of the Stinson Road under road structure at or near 1190 Stinson Road and appropriating \$179,130 from unrestricted General Fund Reserves to account 11-8209-302 Culvert Maintenance. (**Presenter: Development Services Director Joe Hilbourn**)

Executive Session

- 8. 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.

- 9. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
- 10. 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, Texas 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on January 31, 2025.

Toshia Kimball, 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 Toshia Kimball at 972.912.1211 or by email at tkimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

February 6, 2025

Item No. 01

Requester: Mayor Dusty Kuykendall

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 6, 2025

Requester: Mayor Dusty Kuykendall

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 6, 2025

Item No. 03

Requester: City Secretary Toshia Kimball
Fire Chief Ted Stephens

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the January 16, 2025, City Council Meeting.
- B. Authorize the City Manager to execute an Interlocal Agreement Between Region 8 Education Service Center and a Texas Public Entity or Local Government.

Background Information

Item B:

The purpose of the Cooperative Purchasing Interlocal Agreement is to allow the City of Lucas to purchase a 2025 Chevrolet Tahoe to replace the 2013 Chevrolet Tahoe at the fire department through contracts maintained by Region 8 Education Service Center. Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Once this agreement is in place, staff can purchase the new replacement Tahoe with Reliable Chevrolet, Richardson, Texas, in addition to other vehicles the city may wish to purchase in the future.

In addition, it will be open for the entire City can benefit from and use as TIPS maintains contracts for the purchase of a wide variety of products and services. These Interlocal Agreements lower administrative overhead and having them in place improves project scheduling.

Attachments/Supporting Documentation

1. Minutes of the January 16, 2025, City Council Meeting.
2. An Interlocal Agreement Between Region 8 Education Service Center and a Texas Public Entity or Local Government.

Budget/Financial Impact

NA



City of Lucas

City Council Agenda Request

February 6, 2025

Item No. 03

Recommendation

Staff recommends approval of the consent agenda as presented.

Motion

I make a motion to approve the consent agenda as presented.



MINUTES

CITY COUNCIL REGULAR MEETING

January 16, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Brian Stubblefield
Councilmember Neil Peterson
Councilmember Chris Bierman
Councilmember Tim Johnson

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Public Works Supervisor Jeremy Bogle
Attorney Kaleb Smith
Deputy Robert O'Rourke

City Councilmembers Remote:

Councilmember Phil Lawrence

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest

Mayor Kuykendall gave items of community interest, including:

- City Hall Holiday Closure – MLK Day January 20, 2025
- 2025 General Elections
- City of Lucas Social Media

Consent Agenda

3. Consent Agenda:

- A. Approval of minutes of the January 2, 2025, City Council meeting.**
- B. Consider authorizing the City Manager to execute ILA – City of Lucas – City of Parker – Automatic Fire and EMS Assistance.**

MOTION: A motion was made by Councilmember Johnson, seconded by Mayor Kuykendall to approve the Consent Agenda Item A as presented. The motion passed unanimously by a 7 to 0 vote. Mayor Pro Tem Fisher requested to pull Consent Item B.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Johnson to approve Consent Agenda Item B as presented. The motion passed unanimously by a 7 to 0 vote.

Public Hearing

4. **Conduct/continue a public hearing and consider approving a request for a Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the northwest corner of the Parker Road and Country Club Road intersection.**
 - A. **Presentation by Development Services Director Joe Hilbourn**
 - B. **Conduct Public Hearing**
 - C. **Take action on the request**

Director of Development Services Joe Hilbourn presented.

Mayor Kuykendall opened the public hearing at 7:27 pm.

Mayor Kuykendall closed the public hearing at 7:27 pm.

Steve Gregory, 6806 Bob O Link Drive, Dallas, Texas, 75214, presented from Malouf Enterprises. Tom Thumb Representative David Harden, 2401 East Randoll Mill Parkway, Arlington, Texas, 76011, also spoke.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Stubblefield, to approve a request for a Planned Development zoning overlay on a parcel of land zoned Commercial Business (CB) on a tract of land being 41.9954 acres (1,829,317 square feet) in the A0017 James Anderson Survey, Sheet 2, Tract 27 and Tract 29, City of Lucas, Collin County, Texas, more commonly known as the Hunt tract at the northwest corner of the Parker Road and Country Club Road intersection. The motion passed unanimously by a 7 to 0 vote.

Executive Session

5. **Executive Session:**

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.

There was no executive session during this meeting.

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

There was no executive session during this meeting.

7. **Adjournment.**

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence, to adjourn the meeting at 8:07 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Dusty Kuykendall

Toshia Kimball, City Secretary

**AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)**

TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the “Agreement”) is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. (If required by the entity.)

Member Entity:



City of Lucas

City Council Agenda Request

February 6, 2025

Item No. 04

Requester: Parks and Open Space Board Member Bill Esposito

Agenda Item Request

Receive a presentation of the 2024 Lucas Farmers Market Annual Report and provide an update on the 2025 Lucas Farmers Market season.

Background Information

The Lucas Farmers Market is a city-sponsored special event recommended by the Lucas Parks and Open Space Board and approved by the Lucas City Council. With the support of the City of Lucas, the Lucas Farmers Market Committee (LFMC), a steering committee of citizen volunteers, was established in 2019 to create the Lucas Farmers Market. There were two trial markets and a special holiday market held in 2019 that were well received by the Lucas community. In 2020, there were many challenges associated with the pandemic that impacted market operations during that season. The Lucas Farmers Market finally held its first full season in 2021 and has annually featured special events, youth vendors, Lucas Historical Exhibit, and Market Share donations to local charitable organizations.

In 2023, the Lucas Farmers Market held 13 regular markets and a holiday market at Country Christmas. Each regular market featured special events including Spring Plant Sale, Memorial Day Picnic, Ice Cream Crank Off, Tomato Tasting, Build a Birdhouse, Back to School, Lucas Fire-Rescue 9/11 Ceremony, Robotics Competition, and Pumpkin Decorating. The markets also had educational features such as the Lucas Historical Exhibit by Councilmember Debbie Fisher, Fall Garden Prep, Mushroom Foraging and Growing, and Backyard Chickens.

The Lucas Farmers Market entered its fourth full season and had 13 regular markets and a holiday market in 2024. Parks and Open Space Board Member Bill Esposito will be presenting the 2024 Lucas Farmers Market Annual Report and providing an update on the 2025 season at the City Council meeting on February 6, 2025.

Attachments/Supporting Documentation

1. 2024 Lucas Farmers Market Annual Report

Budget/Financial Impact

For fiscal year 2023/24, the Lucas Farmers Market was budgeted at \$8,500 in account 11-6211-449 (Lucas Farmers Market). This does not include staff labor costs.

The 2024 Lucas Farmers Market Annual Report includes a review of expenses during the 2024 season. In fiscal year 2023/24, the market's operating expenses totaled \$5,795.75, and the labor costs for non-exempt staff totaled \$18,343.92. Exempt staff are not included in the labor costs.



City of Lucas

City Council Agenda Request

February 6, 2025

During the 2024 season, the Lucas Farmers Market continued collecting vendor fees. Vendors were charged a participation fee of \$20 per market. Vendors that reside in the City of Lucas are exempt from the participation fee. The vendor fees collected during the 2024 season totaled \$7,381. Please see the 2024 Lucas Farmers Market Annual Report for more details regarding vendor fees.

Recommendation

N/A

Motion

There is no motion required.



LUCAS FARMERS MARKET

2024 Annual Report



EXECUTIVE SUMMARY

The Lucas Farmers Market is a city-sponsored special event recommended by the Parks and Open Space Board and approved by the City Council. With support from the City of Lucas, the Lucas Farmers Market Committee (LFMC) was established in 2019 to create the Lucas Farmers Market. The LFMC currently consists of members from the Parks and Open Space Board and community volunteers. The LFMC established market rules and regulations and created the mission statement:



"The mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists."

In 2019, the City held two trial markets and a special holiday market at Country Christmas. The LFMC evaluated feedback from the trial markets related to setup, logistics, operations, staffing, vendor selection, marketing, and communications. Necessary adjustments were made to ensure the success of future markets. The City Council approved the Lucas Farmers Market for the 2020 season; however, the most difficult of times occurred when the pandemic began to impact our way of life. The LFMC created strategies to address public health concerns by creating multiple market scenarios to meet changing safety requirements during the pandemic.

The Lucas Farmers Market finally held its first full season in 2021 and held markets at an expanded capacity as public health restrictions began to loosen in Texas during the pandemic. The Lucas Farmers Market introduced Market Share, special events, youth vendors, and recurring historical exhibits. The 2022 and 2023 seasons were enhanced with scheduled special events at each market, continuing Market Share to support local food pantries and charities, youth booths to encourage young entrepreneurs, and historical exhibits highlighting different community topics related to Lucas.

The Lucas Farmers Market has become a Go Texan certified farmers market and received notable recognition. In 2022, the International City/County Management Association (ICMA) awarded the City of Lucas with the Community Partnership Award in recognition of the Lucas Farmers Market demonstrating innovation, excellence, and success in multi-participant involvement between a local government, businesses, individuals, and nonprofit agencies to improve the quality of life for residents. The Lucas Farmers Market also received congressional recognition from the U.S. House of Representatives and the State of Texas. In April 2023, Texas Town & City magazine featured the Lucas Farmers Market in their annual reader's favorite issue. The market's continued success is due in large part to the strong partnership between the City of Lucas and the residents who serve on the LFMC to create a special experience benefiting the entire community.

The mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.



LUCAS FARMERS MARKET

2024 Annual Report



2024 LUCAS FARMERS MARKET SEASON



In preparation for the 2024 season, the Parks and Open Space Board held various meetings to plan the market season and discuss possible improvements. The discussions included vendor recruitment, youth vendors, customer and vendor surveys, volunteerism, roles and expectations, marketing, programs, and special events for each market.

Pictured: Current Parks and Open Space Board Members (from left to right) Chair Bill Esposito, Vice Chair John Elliott, Laura Giles, Christel Parish, Lynne Dodson, Bryan Bellows, and Joan Phillips.

The planning timeline for the 2024 season included:

- **Monday, October 2, 2023** – Post Updated Rules & Regulations and Vendor Application on Website (City Staff)
- **Tuesday, November 28, 2023 @ 6:30 pm** – Establish Market Special Events (Regular Parks Meetings w/ LFMC)
- **Friday, January 19, 2024** – Vendor applications due by close of business.
- **Tuesday, January 23, 2024 @ 6:30 pm** – 2023 Vendor Selection (Regular Parks Meeting w/ LFMC)
- **Tuesday, March 26, 2024 @ 6:30 pm** – Finalize 2023 Lucas Farmers Market Plans (Regular Parks Meeting w/ LFMC)
- **Saturday, April 27, 2024** – FIRST MARKET OF 2024 SEASON!

The 2024 season concluded with 13 regular markets and one special market which included:

- April 27th
- May 11th
- May 25th
- June 8th and June 22nd
- July 13th and July 27th
- August 10th and 24th
- September 14th and 28th
- October 12th and 26th
- December 6th (Holiday Market at Country Christmas)

The mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.



LUCAS FARMERS MARKET

2024 Annual Report



2024 LUCAS FARMERS MARKET SEASON

The 2024 LFMC members, volunteers, and city representatives included:

First Name	Last Name	Area of Interest
Bill	Esposito	Chair, Parks Board
Christel	Parish	Parks Board
Dusty	Kuykendall	City Council/Parks Liaison
Joan	Stanton	Parks Board
Joe	Hilbourn	City Staff/Logistics
John	Elliott	Vice-Chair, Parks Board Marketing/Market Share
Joni	Clarke	City Staff
Joshua	Menhennett	City Staff/Social Media/Marketing
Kathrin	Esposito	LFM Volunteer/Vendor Coordinator
Kent	Souriyasak	City Staff
Laura	Giles	Parks Board/Marketing
Laura	Howard	Volunteer
Lynne	Dodson	Parks Board/Marketing
Michelle	Miller	LFM Volunteer
Patricia	Ewing	LFM Volunteer
Tammy	Duke	LFM Volunteer
Val	Turnbow	LFM Volunteer/Youth Program

For fiscal year 2023/24, the City Council approved a budget of \$8,500 for the Lucas Farmers Market in account 11-6211-449 (Lucas Farmers Market). The following are expenses related to the farmers markets during fiscal year 2023/24:

Purpose	Expense
Business Cards	\$118.20
Shirts	\$1,681.70
Dunk Tank & Movie Screen	\$1250.00
Staff breakfast	\$1387.27
Event food	\$481.29
Miscellaneous (Event Supplies, Music, etc.)	\$877.29
Total	\$5,795.75

The mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.



LUCAS FARMERS MARKET

2024 Annual Report



MARKET VENDORS AND FEES

On November 5, 2020, the City Council approved adopting a vendor fee schedule beginning with the 2021 season of the Lucas Farmers Market. Vendors are charged a participation fee of \$20 per market each season. Vendors who reside in the City of Lucas are exempt from the participation fee. Vendor fees are collected on the day of each market.

The following table shows the total number of Lucas vendors, non-Lucas vendors, total vendors, and total vendor fees collected during the 2024 season:

Date	Lucas Vendors	Non-Lucas Vendors	Total Vendors	Vendor Fees
4/27/2024	27	28	55	\$ 560.00
5/11/2024	23	31	54	\$ 620.00
5/25/2024	16	29	45	\$ 580.00
6/08/2024	14	34	48	\$ 680.00
6/22/2024	17	28	45	\$ 560.00
7/13/2024	12	23	35	\$ 460.00
7/27/2024	17	28	45	\$ 560.00
8/10/2024	17	15	32	\$ 300.00
8/24/2024	12	37	35	\$ 740.00
9/14/2024	16	28	44	\$ 560.00
9/28/2024	21	28	49	\$ 560.00
10/12/2024	16	30	46	\$ 600.00
10/26/2024	21	30	51	\$ 600.00
Estimates Total Vendor Fees				\$7380.00



LUCAS FARMERS MARKET

2024 Annual Report



CITY STAFF AND VOLUNTEERS

The LFMC works on increasing volunteer participation to help fulfill duties such as market setup, parking safety, special event planning, and cleanup. City staff assist with preparing the market layout, vendor fee collection, and traffic safety during market operations. City staff are present onsite at the markets to provide direction to volunteers to perform necessary duties. Several Lucas citizens became regular volunteers who committed to helping at the markets throughout the season. The LFMC continues to seek more volunteers with the market to help reduce burnout from city staff and volunteers. The following table includes information on city staffing and labor costs at each market.

Date	Exempt Staff	Non-Exempt Staff	Labor Cost
4/27/2024	4	5	\$1503.60
5/11/2024	2	5	\$1503.60
5/25/2024	2	5	\$1503.60
6/8/2024	2	5	\$1503.60
6/22/2024	3	5	\$1503.60
7/13/2024	3	4	\$1202.88
7/27/2024	3	4	\$1202.88
8/10/2024	3	4	\$1202.88
8/24/2024	2	4	\$1202.88
9/14/2024	2	5	\$1503.60
9/28/2024	2	5	\$1503.60
10/12/2024	2	5	\$1503.60
10/26/2024	2	5	\$1503.60
Total Labor Cost			\$18343.92

Notes:

1. Labor Cost consists only of Non-Exempt Staff including Wages, Medicare, and TMRS for the 2024 market season.
2. Exempt Staff are not included in the Labor Cost.
3. Labor Costs related to the Holiday Market at Country Christmas are not included in the above table.



LUCAS FARMERS MARKET

2024 Annual Report



TRAFFIC COUNTS

In 2024, the City utilized an automatic traffic counter to determine the number of vehicles who attended each market. Vehicle counts were measured hourly between 8:00 am and 12:00 pm at each market.

Date	8:00 am – 9:00 am	9:00 am – 10:00 am	10:00 am – 11:00 am	11:00 am – 12:00 pm	Total
4/27/2024	115	211	226	100	652
5/11/2024	48	70	80	29	227
5/25/2024	53	115	156	66	390
6/08/2024	67	129	149	59	404
6/22/2024	95	161	150	83	489
7/13/2024	No Data	No Data	No Data	No Data	No Data
7/27/2024	87	124	104	68	381
8/10/2024	67	107	84	46	304
8/24/2024	62	102	89	47	300
9/14/2024	No Data	No Data	No Data	No Data	No Data
9/28/2024	46	56	74	62	238
10/12/2024	56	66	68	46	236
10/26/2024	73	144	106	85	408



The mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.



LUCAS FARMERS MARKET

2024 Annual Report



SPECIAL EVENTS

The Lucas Farmers Market planned to feature special events at each market during the 2024 season. Every special event featured a different activity ranging from educational presentations to pure family fun. The purpose of holding a special event at each market is to help increase public attendance while providing a unique social experience for the community. The special events were well received by the public.

The following table outlines the 2024 special events that were held at each market.

Date	Event
April 27, 2024	Lucas Farmers Market Plant Sale/Backyard Chickens
May 11, 2024	Lucas Farmers Market Mushroom Foraging
May 25, 2024	Lucas Farmers Market Paws & Claws Animal Shelter Show-Off
June 8, 2024	Lucas Farmers Market Ice Cream Crank-Off
June 22, 2024	Lucas Farmers Market Sidewalk Chalk Art Contest
July 13, 2024	Lucas Farmers Market Picnic, Watermelon Seed Spitting Contest & Water Conservation Education
July 27, 2024	Lucas Farmers Market Back-to-School Dunk Tank
August 10, 2024	Lucas Farmers Market Build A Bird House for Kids
August 24, 2024	Lucas Farmers Market Visual Arts Sale
September 14, 2024	Lucas Farmers Market 9/11 & Public Safety
September 28, 2024	Lucas Farmers Market 2 nd Annual Robotics Demo
October 12, 2024	Lucas Farmers Market Pumpkin Painting & Fall Garden
October 26, 2024	Lucas Farmers Market Trick or Treat & Costume Contest (Pets, Kids, & Adults)

The mission of the Lucas Farmers Market is to create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.



LUCAS FARMERS MARKET

2024 Annual Report



CONCLUSION

The Lucas Farmers Market continues to follow its mission statement resulting in the success of each market season. The 2024 season proved to be another successful year in creating a space where the community has access to local food and artisan products, opportunities to donate to charitable organizations, fun activities designed to bring families together, and educational features to engage customers. The Lucas Farmers Market is a community partner working with citizens, businesses, and nonprofit organizations to create a one-of-a-kind social experience.



The Lucas Farmers Market has continued to support youth vendors by inspiring youth to become future participants while also providing an opportunity to gain valuable business skills. Youth vendors ranged from students in elementary school to high school, and they have become staple participants throughout the season. In addition, Councilmember Debbie Fisher has spent countless hours to prepare a new exhibit highlighting the history of Lucas at each market. Each historical exhibit focuses on different themes that connect to Lucas and helps educate residents on our community history.



In 2024, the market season featured special events that not only brought the community together but also helped the community by supporting local vendors and charitable organizations. As evidenced by the awards and recognition, the immense efforts of all those involved has made this market very special and unique.

The Lucas Farmers Market is an internationally recognized community program for its innovative approach to creating community partnerships.

Lucas continues to be a hidden gem community in Texas and the Lucas Farmers Market represents what makes the community a wonderful place to live. As we move forward with the 2025 season, the Lucas Farmers Market strives to become even better and provide more positive social experiences for the community to share with families and friends.



City of Lucas

City Council Agenda Request

February 6, 2025

Item No. 5

Requester: Service Tree Committee, City Council

Agenda Item Request

Consider nominations for the 2025 Service Tree Award Program.

Background Information

The City accepts Service Tree nomination applications from October 1 through December 31, 2024. The Service Tree Committee members include Councilmembers Debbie Fisher, Brian Stubblefield, and Tim Johnson.

Past Service Tree Award recipients include:

2015 – First Lucas City Council, Rebecca Mark, Charlie Gaines, Suzanne Christian Calton and Shirley Biggs Parker

2016 – Don Kendall, Lee Bauer

2018 – Tracy Matern, Tonda Frazier

2019 – Lee Ford, Peggy Rusterholtz

2020 – David Rhoads, Craig Zale

2021 – Larry Abston, Andre and Debra Guillemaud, Former Councilmember Steve Duke

2022 – Tammy Duke, Gary Johnson, Harry Freshcoln III

2023 – Bill and Kathrin Esposito

2024 – Legacy 4-H Club

Attachments/Supporting Documentation

1. Service Tree Nominations (sent under separate attachment)

Budget/Financial Impact

The Service Tree Program (Account 6211-445) has \$7,000 budgeted for the 2024-25 fiscal year.

Recommendation



City of Lucas

City Council Agenda Request

February 6, 2025

The Service Tree Committee will provide a recommendation to the City Council.

Motion

I make a motion to nominate _____ and _____ as a Service Tree recipient for 2025.



City of Lucas

City Council Agenda Request

February 6, 2025

Item No. 06

Requester: City Manager John Whitsell

Agenda Item Request

Consider Resolution # R 2025-02-00565 supporting the expansion of FM 1378 by the Texas Department of Transportation (TxDOT).

Background Information

In 2022, the City Council adopted Resolution # R 2022-06-0528, opposing the expansion of Country Club Road (FM 1378). However, during our strategic planning session in December, it was determined that collaborating with TxDOT to identify a suitable solution for the expansion project would best serve the interests of Lucas residents.

To initiate this effort, Mayor Kuykendall and City Manager Whitsell met with TxDOT representatives to explore potential expansion proposals. During the meeting, several viable options were discussed; however, it was concluded that the City must first express its support for the project to reinstate it in the design pipeline.

The attached resolution affirms the City's support for the expansion of Country Club Road into a four-lane roadway.

Attachments/Supporting Documentation

1. Resolution # R 2025-02-00565

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve/deny Resolution # R 2025-02-00565 supporting the expansion of FM 1378 by the Texas Department of Transportation (TxDOT).



RESOLUTION R-2025-02-00565
[Widening of Farm-to Market Road 1378 (FM 1378)]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, SUPPORTING THE WIDENING OF FARM-TO-MARKET ROAD 1378 (FM 1378) TO IMPROVE TRAFFIC FLOW, SAFETY, AND INFRASTRUCTURE FOR THE BENEFIT OF LUCAS RESIDENTS.

WHEREAS, FM 1378 serves as a vital transportation corridor for the City of Lucas, facilitating the movement of residents, visitors, local businesses, and emergency services; and

WHEREAS, the City of Lucas and surrounding areas have experienced significant population growth, resulting in increased traffic congestion, delays, and potential safety concerns along FM 1378; and

WHEREAS, the current two-lane configuration of FM 1378 is no longer sufficient to accommodate the increasing traffic volumes and meet the mobility needs of residents, businesses, and commuters; and

WHEREAS, the widening of FM 1378 to no more than four lanes would alleviate congestion, improve traffic flow, enhance safety for drivers and provide critical infrastructure to support current and future growth; and

WHEREAS, improvements to FM 1378 are essential for ensuring the efficient movement of emergency response vehicles and promoting overall public safety within the City of Lucas and surrounding areas; and

WHEREAS, the City of Lucas recognizes the importance of partnering with the Texas Department of Transportation (TxDOT), regional transportation planning organizations, and neighboring municipalities to secure funding and prioritize the widening of FM 1378; and

WHEREAS, the widening of FM 1378 to no more than four lanes aligns with the City of Lucas's long-term vision for improving local infrastructure and enhancing the quality of life for its residents.

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

1. The City Council hereby expresses its full support for the widening of FM 1378 to no more than four lanes to address current traffic congestion, improve safety, and accommodate future growth.

2. The City Council encourages the Texas Department of Transportation (TxDOT), Collin County, and other relevant agencies to prioritize and allocate funding for the design, engineering, and construction of the FM 1378 widening project.
3. The City Council commits to collaborating with regional partners, stakeholders, and residents to ensure the successful planning and implementation of the FM 1378 improvements.
4. A copy of this Resolution shall be forwarded to the Texas Department of Transportation (TxDOT), Collin County Commissioners, and any other applicable agencies to communicate the City of Lucas's position and support for this critical project.

PASSED AND APPROVED this ____ day of _____, 2025.

APPROVED:

Dusty Kuykendall, Mayor

ATTEST:

Toshia Kimball, City Secretary



City of Lucas City Council Meeting February 6, 2025

Item No. 07

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider authorizing the City Manager to negotiate and execute a contract with JTG Engineering for a value engineering culvert analysis of the Stinson Road under-road structure, located at or near 1190 Stinson Road, and to appropriate \$179,130 from unrestricted General Fund Reserves to Account 11-8209-302 Culvert Maintenance.

Background Information

Before the completion of detention in Stinson Highlands Phase 4, Stinson Road experienced flooding three to four times per year. Since the completion of detention, the Stinson Road culverts have averaged flooding once annually. As part of the project, Stinson Highlands included additional detention measures. The Phase 4 detention ponds do not primarily collect water from the subdivision but allow excess creek water to enter and drain out gradually. Given the reduction in flooding and the high cost of constructing a bridge, staff are exploring value engineering options to reduce costs.

In 2020, the City entered into a contract with Lakes Engineering, later acquired by BCC Engineering. BCC Engineering designed a bridge to replace the existing culverts on Stinson Road. The contract amount was \$802,115, with a total payment of \$799,613 for the bridge design. When the project began in 2020, the estimated bridge cost was \$3,727,205.27. In 2021, BCC Engineering provided an updated engineer's probable cost estimate at \$5,777,413.89. By 2022, when the plans were completed, the cost estimate had risen to \$6,452,886.20, including contingencies and construction management.

Due to the rising costs of bridge construction, staff are evaluating alternatives. Culverts are present both upstream at Lewis Lane and downstream at Enchanted Creek Estates. Four Star provided a rough estimate for replacing the existing culverts on Stinson Road with 10' x 10' box culverts, including appropriate headwalls and guardrails, at approximately \$1.2 million.

The proposed project consists of three phases:

1. **Feasibility Study:** The first phase involves a study to determine whether culverts are a technically viable solution and what level of stormwater flow they could accommodate. It is unlikely that culverts would meet the requirements for a 100-year storm event. The cost of this phase is \$29,875. If the study finds that culverts are not feasible, the project can be halted at this stage with no further expenses.
2. **Design Phase:** If culverts are determined to be viable, the project would proceed to the design phase at a cost of \$63,585.
3. **Construction Preparation & Administration:** Once the design is complete, additional costs typically included in the construction phase will be accounted for, including:
 - a. Bidding process: \$9,500
 - b. Construction contract administration: \$27,250
 - c. Letter of Map Revision (required upon project completion): \$49,270



City of Lucas City Council Meeting February 6, 2025

Item No. 07

The project can be stopped at any point before completion, except that a Letter of Map Revision must be completed if construction is finalized.

While a bridge is the superior long-term solution, staff is exploring more cost-effective alternatives to enhance infrastructure while managing expenses.

Attachments/Supporting Documentation

1. Agreement for Professional Services
2. Breakdown of costs for existing bridge design
3. Engineers estimate of probable cost 2021
4. Engineers estimate of probable cost 2022
5. Engineers estimate of probable cost 2023

Budget/Financial Impact

\$179,130 from unrestricted General Fund Reserves to account 11-8209-302 Culvert Maintenance.

Recommendation

Staff recommends approving the agreement and appropriating the funds.

Motion

I make a motion to approve/deny a request from staff to authorize the City Manager to negotiate and execute a contract with JTG Engineering for a value engineering culvert analysis of the Stinson Road under-road structure, located at or near 1190 Stinson Road, and to appropriate \$179,130 from unrestricted General Fund Reserves to Account 11-8209-302 Culvert Maintenance.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and JTG Engineering, PLLC, a Professional Limited Liability Company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires 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”) to assist the City with the Stinson Road Culvert Analysis & Improvements project (the “Project”) on the terms and conditions set forth in this Agreement; and

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

NOW THEREFORE, in consideration of 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 the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. If the Professional is not a

licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables. All files, documents, data and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Professional, shall be and remain the property of City.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. 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.

4.2 Unless otherwise provided in the Scope of Services 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.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

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 obtain written approval from the City prior to engaging services not referenced in the Scope of Services. 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 otherwise provided 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 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 Dallas 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, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

City of Lucas, Texas
Attn: John Whitsell, City Manager
165 Country Club Road
Lucas, Texas 75002-7663
Phone: (972) 727-1212

With a 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 Professional:

JTG Engineering, PLLC
Attn: Joseph T. Grajewski, P.E., CFM
5836 Birchbrook Dr. Apt. 125
Dallas, Texas 75206
Phone: (214) 991-6923

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; 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; 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 \$1,000,000.00 per claim and \$1,000,000.00 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 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement 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 Professional 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 term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Lucas.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Lucas of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. **PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER**

CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 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 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Lone Star Infrastructure Protection Act Verification. If under this Agreement, Professional is granted direct or remote access to the control of critical infrastructure, excluding access specifically allowed for product warranty and support, Professional verifies, pursuant to

Chapter 2274 of the Texas Government Code (as added by Senate Bill 2116, 87th Legislature Regular Session), that neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

6.17 Anti-Terrorism Verification. Professional hereby represents and warrants that at the time of this Agreement neither Professional, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Professional: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a Company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code. For purposes of this paragraph, “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 202__.

City of Lucas, Texas

By: _____
John Whitsell, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(02-03-2023:TM 133450)

EXECUTED this 5th day of January, 2025.

JTG Engineering, PLLC

By: Joseph T. Grajewski, P.E., CFM
Name: Joseph T. Grajewski, P.E., CFM
Title: Managing Member

EXHIBIT "A"

SCOPE OF WORK

Project Summary: Muddy Creek crosses Stinson Road approximately 425-feet north of the intersection with Bristol Park. The City of Lucas has requested the analysis of possible culvert improvements to increase stormwater conveyance at this location. The City has indicated that the maximum culvert size for this location is likely a double 10' x 8' Reinforced Concrete Box culvert (RCB).

Under Phase 1, the Professional shall analyze the proposed crossing of Muddy Creek at Stinson Road with a double 10' x 8' RCB to observe effects for the 10-year, 25-year, and 100-year storm events. If the Phase 1 analysis yields a culvert capable of conveying the desired storm event, the City intends to proceed with preparation of construction plans and specifications for construction of the proposed culvert crossing.

Under Phase 2, the Professional shall proceed to Final Design with preparation of construction plans, specifications, contracts, and bidding documents. Phases 3 and 4 will follow Final Design to provide support through the Bidding and Construction phases, respectively. Finally, Phase 5 will follow construction with a FEMA Letter of Map Revision (LOMR) to formalize revisions to the Muddy Creek floodplain based on the culvert improvements.

Phase 1: Muddy Creek Crossing Analysis

- A. Update the fully developed hydrology model from surrounding projects to incorporate the 10-year and 25-years events using City of Lucas rainfall data and establish peak flow rates.
- B. Update the current Muddy Creek hydraulic model to reflect the proposed bridge crossing improvements prepared by others. Observe effects of the crossing improvements for the 10-year, 25-year, and 100-year storm events.
- C. Evaluate an alternative crossing to pass the 100-year events with freeboard as required. Evaluate an alternative crossing to pass the 10-year and 25-year events with freeboard and no adverse impacts with a 100-year check evaluation.

- D. Prepare a technical report on the findings of the study and meet with City staff to discuss the report. A PDF copy of the report shall be delivered to the City.

Phase 2: Final Design

- A. Collect topographic survey of the existing crossing to the FEMA standards.
- B. Prepare engineering design plans to include a cover sheet, general notes and quantities, proposed culvert plan and profile, dimensional control, erosion control, and general details. The proposed pavement section over the culvert shall be as specified by the City.
- C. The City has an existing water line and sewer line in the vicinity of the project. The City has stated that these facilities are clear of any proposed improvement and utility relocation is specifically excluded from the scope of this project.
- D. Complete quantity take-off and prepare Engineer's Opinion of Probable Construction Cost
- E. Preparation of Proposal and Bid Schedule, Contract Documents, and Specifications.
- F. Provide PDF sets of the construction plans, specifications, contracts, and bidding documents to the City for review.

Phase 3: Bidding

- A. Assist City staff in advertising for bids including posting the project on Civcast. The City will have the Notice published in the local newspaper.
- B. Respond to questions from prospective bidders and suppliers and prepare addenda as necessary.
- C. Attend project pre-bid meeting
- D. Attend project bid opening and provide bid tally sheets.
- E. Prepare bid tabulation and provide to City.

- F. Review experience record and references provided by lowest bidder. Assess information received and provide the City an evaluation letter for their use in selection and award of construction contract.

Phase 4: Construction Contract Administration

- A. Attend the pre-construction conference including preparation of agenda
- B. Attend meetings with the contractor, quality control personnel, and City representatives to discuss strategy, problem areas, progress, and any required coordination.
- C. Review shop drawings and other submittal information from the contractor. This review is for the benefit of the City and covers only general conformance with information provided by the Contract Documents. The contractor shall review and stamp their approval on submittals prior to submitting to the Professional. Review by the Professional does not relieve the contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- D. Provide written responses to Requests for Information (RFI) or clarification to the City or contractor.
- E. Prepare and process routine change orders as they pertain to the original scope of work.
- F. Make periodic site visits during construction as the project requirements dictate
- G. Review monthly pay requests submitted by the contractor.
- H. Accompany the City during their final inspection of the project.
- I. Prepare Record Drawings utilizing on-site representative and contractor construction record information. Professional shall submit Record Drawings to the City in PDF format.

Phase 5: FEMA Letter of Map Revision (LOMR)

- A. Collect as-built topographic survey of the removed bridge abutment to the FEMA standards.

- B. Collect RPLS sealed PDF of topographic survey.
- C. Update hydraulic model to reflect as-built conditions.
- D. Prepare Project Narrative
- E. Complete all applicable MT-2 forms
- F. Prepare Certified hydraulic workmap and annotated FIRM map
- G. Coordination with the City and FEMA

Exclusions

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

- A. Certification that work is in accordance with plans and specifications
- B. Coordination with any entities other than the City or FEMA
- C. Development of a FEMA CLOMR submittal
- D. Environmental impact statements, assessments, permitting or cleanup
- E. Fiduciary Responsibility to the City
- F. Geotechnical boring, lab testing, or reporting
- G. Notification and/or Right-of-Entry from Property Owners
- H. Providing an on-site representative
- I. Quality control and testing services during construction
- J. Revisions and/or change orders as a result of revisions after completion of original design
- K. Traffic Control or Construction Phasing
- L. Updates to the flood study or any additional coordination due to revisions after completion of original design
- M. Utility Conflicts Coordination or design

EXHIBIT "B"
COMPENSATION SCHEDULE

Payment for Professional Engineering Services described under Exhibit "A" shall be based on either a Lump Sum or Hourly Not to Exceed basis in the amounts provided below. Expenses on phases billed hourly will be billed at actual invoice cost times 1.15 with automobile mileage invoiced at the IRS limit.

Phase	Amount	Type
Phase 1 - Analysis	\$29,875	Lump Sum
Phase 2 - Final Design	\$63,585	Lump Sum
Phase 3 - Bidding	\$9,500	Hourly, Not to Exceed
Phase 4 - Construction Contract Administration	\$27,250	Hourly, Not to Exceed
Phase 5 - FEMA LOMR	\$49,720	Lump Sum
Total Basic Services Fee:	\$179,930	

Any requested additional services beyond the services described shall be compensated on a Time and Materials Basis. Expenses will be billed at actual invoice cost times 1.15. Automobile mileage will be invoiced at the IRS limit.

Payments are to be made monthly based on percent complete for lump sum or on actual expenditures for hourly. The maximum overall fee established herein of \$179,930 shall not be exceeded without written authorization from the City, based on an increased scope of services.

NOTE: FEMA requires an \$8,000 processing fee for a digital LOMR submittal. This fee is included in the lump sum fee for Phase 5. FEMA may change the processing fee prior to the LOMR being submitted and therefore any increase of the fee at the time of submittal shall be borne by the City.

EXHIBIT "C"
INFORMATION TO BE PROVIDED TO THE PROFESSIONAL

1. Desired pavement section to be applied over the proposed culvert.
2. Existing Effective hydraulic models, workmaps and any available GIS data of Muddy Creek at Stinson Road and the surrounding areas.
3. Property owner notification and right-of-entry for field survey.
4. Record drawings for city-owned facilities

City of Lucas
Capital Project - Stinson Rd/Muddy Creek Bridge (21-8210-491-134)

CIP Final

Lakes Design (12-19-19 City Council Meeting approved)	\$ 802,115.00
Construction	
Contingency	
Total Approved Budget Amount	<u>\$ 802,115.00</u>

Payments:

	FY 19-20		FY 20-21		FY 21-22		FY 22-23	TOTAL
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lakes	\$ 275,076.75	\$ 264,438.25					\$	539,515.00
BCC			\$ 247,008.00		\$ 13,090.00		\$	260,098.00
Misc.							\$	-
Total Payments	\$ 275,076.75	\$ 264,438.25	\$ 247,008.00	\$ 13,090.00			\$	799,613.00

Encumbered:

Outstanding Design Costs (Lakes)	\$ 260,098.00
Total Outstanding Encumbered	<u>\$ 260,098.00</u>

Total Budget	\$ 802,115.00
Minus Payments	\$ (799,613.00)
Minus Encumbered Balance	\$ (260,098.00)
Total Under/(Over) Budget	<u>\$ (257,596.00)</u>

Last invoice paid 4-28-23 Final

Preliminary Cost Estimate

BCC Project Number: 2120100

Client: City of Lucas

Date: 10/22/2021



Project Name: Stinson Bridge & Roadway Improvements

Limits: Bistol Park To Bentwater Drive

60% Complete Plans

Description of Items	SubTotal
Earthwork and Landscape	\$ 346,812.07
Subgrade Treatments and Base	\$ 62,960.00
Surface Courses and Pavements	\$ 459,036.00
Drainage Structure	\$ 291,160.00
Bridge Structure	\$ 675,000.00
Retaining Wall	\$ 125,000.00
Traffic Controls	\$ 241,960.00
Temporary Erosion, Sedimentations, and Environmental Controls	\$ 42,841.00
Miscellaneous Construction	\$ 249,520.00
Signing and Pavement Markings	\$ 11,229.72
Utility Adjustment	\$ 225,000.00
Drainage/Utility Easement	\$ 30,374.00
Total	\$ 2,760,892.79
20% Construction Contingency	\$ 552,178.56
15% Project Management, Inspection, Testing	\$ 414,133.92
TOTAL ESTIMATED CONSTRUCTION COST	\$ 3,727,205.27

Preliminary Cost Estimate

BCC Project Number: 2120100

Client: City of Lucas

Date: 12/8/2022



Project Name: Stinson Bridge and Roadway Improvement

Limits: North of Bristol Park to South of Bentwater Drive
100% Complete Plans

Description of Items	Subtotal
Earthwork	\$ 218,832.43
Landscape	\$ 822,343.61
Roadway	\$ 861,780.73
Drainage	\$ 181,985.44
Bridge	\$ 579,543.10
Retaining Walls	\$ 188,635.30
Traffic Control	\$ 390,000.00
Temporary Erosion, Sedimentation, and Environmental Controls	\$ 37,222.25
Miscellaneous Construction	\$ 368,540.00
Signing and Pavement Markings	\$ 19,736.25
Utility Adjustments	\$ 923,700.00
Right-of-Way and Easement Acquisition	\$ 29,612.00
Total	\$ 4,621,931.11
10% Construction Contingency	\$ 462,193.11
15% Project Management, Inspection, Testing	\$ 693,289.67
TOTAL ESTIMATED CONSTRUCTION COST	\$ 5,777,413.89

STINSON ROAD

Earthwork					
Item No.	Description	Unit	Quantity	Unit Cost	Total
01006001	PREPARING RIGHT OF WAY	AC	5.30	\$ 10,000.00	\$ 53,030.30
01046001	REMOVING CONCRETE (PAV)	SY	480	\$ 20.00	\$ 9,602.27
01056046	REMOVE STABILIZED BASE & ASPHALT PAVEMENT (0"-10")	SY	4,555	\$ 10.00	\$ 45,551.86
01106001	EXCAVATION (ROADWAY)	CY	1,015	\$ 15.00	\$ 15,228.00
01106002	EXCAVATION (CHANNEL)	CY	973	\$ 25.00	\$ 24,325.00
01326002	EMBANKMENT (FINAL) (DENSITY CONTROL) (TYPE A)	CY	1,683	\$ 30.00	\$ 50,490.00
01346004	BACKFILL (TYPE A OR B)	STA	23.00	\$ 215.00	\$ 4,945.00
04006001	STRUCTURAL EXCAVATION	CY	1,044	\$ 15.00	\$ 15,660.00
Subtotal Earthwork					\$ 218,832.43

Landscape					
Item No.	Description	Unit	Quantity	Unit Cost	Total
01606003	FURNISHING AND PLACING TOPSOIL (4")	SY	3,711	\$ 4.00	\$ 14,842.00
01626002	SODDING FOR EROSION CONTROL (BLOCK SODDING)	SY	799	\$ 10.00	\$ 7,987.70
01626004	SODDING FOR EROSION CONTROL (MULCH SODDING)	SY	2,912	\$ 10.00	\$ 29,117.30
01666001	FERTILIZER	AC	0.77	\$ 1,300.00	\$ 996.61
01686001	VEGETATIVE WATERING	MG	463.0	\$ 1,500.00	\$ 694,500.00
07526005	TREE REMOVAL (6"-12" DIA)	EA	16	\$ 500.00	\$ 8,000.00
07526006	TREE REMOVAL (12"-18" DIA)	EA	7	\$ 900.00	\$ 6,300.00
07526007	TREE REMOVAL (18"-24" DIA)	EA	3	\$ 1,200.00	\$ 3,600.00
10006000	EXISTING LANDSCAPE (REMOVE AND RELOCATE)	LS	1	\$ 50,000.00	\$ 50,000.00
10026029	LANDSCAPE AMENITY (BOULDER) (REMOVE & RESET)	EA	50	\$ 100.00	\$ 5,000.00
10046001	TREE PROTECTION	EA	4	\$ 500.00	\$ 2,000.00
Subtotal Landscape					\$ 822,343.61

Roadway					
Item No.	Description	Unit	Quantity	Unit Cost	Total
02166001	PROOF ROLLING	HR	8	\$ 150.00	\$ 1,200.00
02476312	FLEXIBLE BASE (COMPLETE IN PLACE) (TYPE D GR 1-2) (8")	SY	5,803	\$ 25.00	\$ 145,069.50
02476313	FLEXIBLE BASE (COMPLETE IN PLACE) (TYPE D GR 1-2) (12")	SY	202	\$ 28.00	\$ 5,664.40
03406106	DENSE-GRADED HOT-MIX ASPHALT (SQ) TYPE D PG 64-22	TON	28	\$ 315.00	\$ 8,921.73
03406245	DENSE-GRADED HOT-MIX ASPHALT (SQ) TYPE C PG 64-22 (TEMP) (4 IN)	TON	128	\$ 225.00	\$ 28,800.00
03606000	CONCRETE PAVEMENT (CONT REINF - CRCP) (6")	SY	211	\$ 100.00	\$ 21,100.00
03606004	CONCRETE PAVEMENT (CONT REINF - CRCP) (10")	SY	5,244	\$ 110.00	\$ 576,834.50
04326045	RIPRAP (MOW STRIP) (4 IN)	CY	8	\$ 650.00	\$ 5,064.06
05296005	CONC CURB (MONO) (TYPE II)	LF	162	\$ 10.00	\$ 1,623.10
05306004	DRIVEWAYS (CONC)	SY	595	\$ 80.00	\$ 47,603.44
05406001	METAL W-BEAM GUARD FENCE (TIMBER POST)	LF	145	\$ 40.00	\$ 5,800.00
05406014	METAL BEAM GUARD FENCE (SHORT RADIUS)	LF	12.5	\$ 60.00	\$ 750.00
05406015	METAL BEAM GUARD FENCE (DRIVEWAY TERMINAL ANCHOR SECTION)	EA	1	\$ 1,400.00	\$ 1,400.00
05406016	METAL BEAM GUARD FENCE (DOWNSTREAM ANCHOR TERMINAL SECTION)	EA	3	\$ 1,650.00	\$ 4,950.00
05446001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	\$ 3,500.00	\$ 7,000.00
Subtotal Roadway					\$ 861,780.73

Drainage					
Item No.	Description	Unit	Quantity	Unit Cost	Total
01046069	RELOCATE CONC BOX CULV (6 FT X 3 FT)	LF	20	\$ 230.00	\$ 4,600.00
04026001	TRENCH EXCAVATION PROTECTION	LF	296	\$ 6.00	\$ 1,776.00
04326001	RIPRAP (CONC) (4 IN)	CY	39	\$ 600.00	\$ 23,400.00
04326030	RIPRAP (STONE COMMON) (GROUT) (12 IN)	CY	54	\$ 350.00	\$ 19,059.44
04626010	CONCRETE BOX CULVERTS AND DRAINS (6 FT X 3 FT)	LF	20	\$ 600.00	\$ 12,000.00
04646003	REINFORCED CONCRETE PIPE (CL III) (18 IN)	LF	256	\$ 100.00	\$ 25,600.00
04646005	REINFORCED CONCRETE PIPE (CL III) (24 IN)	LF	60	\$ 140.00	\$ 8,400.00
04646017	REINFORCED CONCRETE PIPE (CL IV) (18 IN)	LF	168	\$ 100.00	\$ 16,800.00
04646018	REINFORCED CONCRETE PIPE (CL IV) (24 IN)	LF	80	\$ 180.00	\$ 14,400.00
04656319	DROP INLET (TY C) (1 GRATE)	EA	1	\$ 7,500.00	\$ 7,500.00
04656664	LANDSCAPE INLET (18" DIA) (1 GRATE)	EA	4	\$ 1,000.00	\$ 4,000.00
04656665	LANDSCAPE INLET (24" DIA) (1 GRATE)	EA	1	\$ 1,200.00	\$ 1,200.00
04676217	SAFETY END TREATMENT (TY I) (S= 6 FT) (HW= 5 FT) (3:1) (C)	EA	2	\$ 12,000.00	\$ 24,000.00
04676363	SAFETY END TREATMENT (TY II) (18 IN) (RCP) (6: 1) (P)	EA	10	\$ 1,500.00	\$ 15,000.00
04676388	SAFETY END TREATMENT (TY II) (24 IN) (RCP) (3: 1) (C)	EA	1	\$ 2,000.00	\$ 2,000.00
04676395	SAFETY END TREATMENT (TY II) (24 IN) (RCP) (6: 1) (P)	EA	1	\$ 2,250.00	\$ 2,250.00
Subtotal Drainage					\$ 181,985.44

STINSON ROAD

Bridge					
Item No.	Description	Unit	Quantity	Unit Cost	Total
04006005	CEM STABIL BKFL	CY	117	\$ 150.00	\$ 17,550.00
04166002	DRILLED SHAFT (24 IN)	LF	168	\$ 200.00	\$ 33,600.00
04206013	CL C CONC (ABUT)	CY	54.0	\$ 1,400.00	\$ 75,600.00
04206043	CL C CONC (FOOTING)	CY	1.0	\$ 989.92	\$ 989.92
04206054	CL C CONC (HEADWALL)	CY	2.0	\$ 783.26	\$ 1,566.52
04206057	CL C CONC (WINGWALLS)	CY	31.0	\$ 1,400.00	\$ 43,400.00
04206074	CL C CONC (MISC)	CY	10.0	\$ 1,400.00	\$ 14,000.00
04226001	REINF CONC SLAB	SF	1,505	\$ 30.00	\$ 45,150.00
04226015	APPROACH SLAB	CY	54	\$ 635.29	\$ 34,305.66
04256012	PRESTRESSED CONCRETE SLAB BEAM (5SB15)	LF	300.00	\$ 300.00	\$ 90,000.00
04326008	RIPRAP (CONC) (CL B) (RR8)	CY	99	\$ 624.00	\$ 61,776.00
04326030	RIPRAP (STONE COMMON) (GROUT) (12 IN)	CY	64	\$ 300.00	\$ 19,200.00
04326038	BEDDING MATERIAL (3 IN)	CY	71	\$ 150.00	\$ 10,650.00
04346002	ELASTOMERIC BEARING (LAMINATED)	EA	12	\$ 3,000.00	\$ 36,000.00
04506018	RAIL (TY T631)	LF	400.0	\$ 130.00	\$ 52,000.00
04546020	SEALED EXPANSION JOINT (4 IN) (SEJ - B)	LF	64	\$ 130.00	\$ 8,320.00
04966005	REMOV STR (WINGWALL)	EA	5	\$ 2,100.00	\$ 10,500.00
04966006	REMOV STR (HEADWALL)	EA	2	\$ 2,000.00	\$ 4,000.00
04966008	REMOVE STRUCTURES (BOX CULVERT)	LF	72	\$ 90.00	\$ 6,480.00
Subtotal Bridge					\$ 579,543.10

Retaining Walls					
Item No.	Description	Unit	Quantity	Unit Cost	Total
04166002	DRILLED SHAFT (24 IN)	LF	66	\$ 200.00	\$ 13,200.00
04236005	RETAINING WALL (SPREAD FOOTING)	SF	1,730	\$ 95.00	\$ 164,325.30
04586007	WATERPROOFING (TYPE 10)	SY	101	\$ 110.00	\$ 11,110.00
Subtotal Retaining Walls					\$ 188,635.30

Traffic Control					
Item No.	Description	Unit	Quantity	Unit Cost	Total
05026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	24	\$ 15,000.00	\$ 360,000.00
60016002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$ 15,000.00	\$ 30,000.00
Subtotal Traffic Control					\$ 390,000.00

Temporary Erosion, Sedimentation, and Environmental Controls					
Item No.	Description	Unit	Quantity	Unit Cost	Total
05066002	ROCK FILTER DAMS (INSTALL) (TYPE 2)	LF	286	\$ 40.00	\$ 11,440.00
05066003	ROCK FILTER DAMS (INSTALL) (TYPE 3)	LF	60	\$ 100.00	\$ 6,000.00
05066011	ROCK FILTER DAMS (REMOVE)	LF	346	\$ 14.00	\$ 4,844.00
05066020	CONSTRUCTION EXITS (INSTALL) (TYPE 1)	SY	227	\$ 40.00	\$ 9,079.20
05066024	CONSTRUCTION EXITS (REMOVE)	SY	227	\$ 10.00	\$ 2,269.80
05066038	TEMP SEDMT CONT FENCE (INSTALL)	LF	653	\$ 4.00	\$ 2,610.36
05066039	TEMP SEDMT CONT FENCE (REMOVE)	LF	653	\$ 1.50	\$ 978.89
Subtotal Temporary Erosion, Sedimentation, and Environmental Controls					\$ 37,222.25

STINSON ROAD

Miscellaneous Construction					
Item No.	Description	Unit	Quantity	Unit Cost	Total
05006001	MOBILIZATION	LS	1	\$ 355,000.00	\$ 355,000.00
05526005	GATE (TYPE 1)	EA	1	\$ 2,200.00	\$ 2,200.00
05526014	VINAL RAIL FENCE (INSTALL)	LF	52	\$ 45.00	\$ 2,340.00
05606000	MAILBOX ASSEMBLIES (TEMP)	EA	10	\$ 300.00	\$ 3,000.00
05606025	MAILBOX ASSEMBLIES (RELOCATE)	EA	10	\$ 600.00	\$ 6,000.00
Subtotal Miscellaneous Construction					\$ 368,540.00

Signing and Pavement Markings					
Item No.	Description	Unit	Quantity	Unit Cost	Total
06446060	IN SM RD SN SUP&AM TY TWT(1)WS(P)	EA	1	\$ 1,000.00	\$ 1,000.00
06446071	RELOCATE SM RD SN SUP&AM TY TWT	EA	2	\$ 400.00	\$ 800.00
06666010	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	3705	\$ 1.00	\$ 3,705.00
06666119	REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)	LF	120	\$ 1.00	\$ 120.00
06666125	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	2546	\$ 1.00	\$ 2,546.00
06666224	PAVEMENT SEALER 4"	LF	6371	\$ 1.00	\$ 6,371.00
06726009	RAISED PAVEMENT MARKERS TY II-A-A	EA	48	\$ 7.00	\$ 336.00
06726010	RAISED PAVEMENT MARKERS TY II-C-R	EA	4	\$ 7.00	\$ 28.00
06786001	PAV SURF PREP FOR MRK (4")	LF	6371	\$ 0.75	\$ 4,778.25
06786033	PAV SURF PREP FOR MRK (RPM)	EA	52	\$ 1.00	\$ 52.00
Subtotal Signing and Pavement Markings					\$ 19,736.25

Utility Adjustments					
Item No.	Description	Unit	Quantity	Unit Cost	Total
70496077	SERVICE LINE (LONG SIDE) (1-1/2"TO 2")	EA	2	\$ 5,500.00	\$ 11,000.00
70496103	RELOCATE EXIST. WATER METER AND RELAY EXIST. SERV	EA	5	\$ 2,500.00	\$ 12,500.00
70496122	ADJUST WATER METER BOX	EA	1	\$ 800.00	\$ 800.00
71946051	SAN SWR (8")HDPE(ASTM D2837)ALL DEPTHS	LF	630	\$ 1,400.00	\$ 882,000.00
71966011	ADJUST VALVE BOX	EA	1	\$ 900.00	\$ 900.00
72616016	ADJUST EXIST. WATER SERVICE	EA	4	\$ 750.00	\$ 3,000.00
72666035	STEEL CASING (14") (OPEN CUT)	LF	45	\$ 300.00	\$ 13,500.00
Subtotal Utility Adjustments					\$ 923,700.00

Right-of-Way and Easement Acquisition					
Item No.	Description	Unit	Quantity	Unit Cost	Total
	DRAINAGE/UTILITY EASEMENT	SF	14,806	\$ 2.00	\$ 29,612.00
Subtotal Right-of-Way and Easement Acquisition					\$ 29,612.00

Construction Subtotal Cost	\$ 4,621,931.11
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Engineer's Estimate of Probable Cost

SUMMARY



City of Lucas

Project Name: Stinson Bridge and Roadway Improvements
Limits: North of Bristol Park to South of Bentwater Drive
Final Plans

Prj# 2120100

4/19/2023

Description of Items	Subtotal
Earthwork	\$ 367,651.19
Landscape	\$ 854,335.38
Roadway	\$ 897,500.03
Drainage	\$ 204,648.11
Bridge	\$ 700,794.73
Retaining Walls	\$ 189,605.50
Traffic Control	\$ 390,000.00
Temporary Erosion, Sedimentation, and Environmental Controls	\$ 43,405.13
Miscellaneous Construction	\$ 368,540.00
Signing and Pavement Markings	\$ 20,089.45
Utility Adjustments	\$ 1,096,127.43
Right-of-Way and Easement Acquisition	\$ 29,612.00
Construction Subtotal	\$ 5,162,308.96
10% Construction Contingency	\$ 516,230.90
15% Project Management, Inspection, Testing	\$ 774,346.34
TOTAL ESTIMATED PROJECT COST	\$ 6,452,886.20

Earthwork					
Item No.	Description	Unit	Quantity	Unit Cost	Total
01006001	PREPARING RIGHT OF WAY	AC	5.30	\$ 14,671.21	\$ 77,801.87
01046001	REMOVING CONCRETE (PAV)	SY	480	\$ 32.69	\$ 15,694.90
01056046	REMOVE STABILIZED BASE & ASPHALT PAVEMENT (0"-10")	SY	4,555	\$ 15.25	\$ 69,466.58
01106001	EXCAVATION (ROADWAY)	CY	1,015	\$ 34.18	\$ 34,699.54
01106002	EXCAVATION (CHANNEL)	CY	973	\$ 26.50	\$ 25,784.50
01326002	EMBANKMENT (FINAL) (DENSITY CONTROL) (TYPE A)	CY	1,683	\$ 72.72	\$ 122,387.76
01346004	BACKFILL (TYPE A OR B)	STA	23.00	\$ 215.00	\$ 4,945.00
04006001	STRUCTURAL EXCAVATION	CY	1,044	\$ 16.16	\$ 16,871.04
Subtotal Earthwork					\$ 367,651.19

Landscape					
Item No.	Description	Unit	Quantity	Unit Cost	Total
01606003	FURNISHING AND PLACING TOPSOIL (4")	SY	3,711	\$ 5.01	\$ 18,589.61
01626002	SODDING FOR EROSION CONTROL (BLOCK SODDING)	SY	799	\$ 10.00	\$ 7,987.70
01626004	SODDING FOR EROSION CONTROL (MULCH SODDING)	SY	2,912	\$ 10.00	\$ 29,117.30
01666001	FERTILIZER	AC	0.77	\$ 1,300.00	\$ 996.61
01686001	VEGETATIVE WATERING	MG	463.0	\$ 1,500.00	\$ 694,500.00
07526005	TREE REMOVAL (6"-12" DIA)	EA	16	\$ 500.00	\$ 8,000.00
07526006	TREE REMOVAL (12-18" DIA)	EA	7	\$ 900.00	\$ 6,300.00
07526007	TREE REMOVAL (18"-24" DIA)	EA	3	\$ 1,200.00	\$ 3,600.00
10006000	EXISTING LANDSCAPE (REMOVE AND RELOCATE)	LS	1	\$ 50,000.00	\$ 50,000.00
10026029	LANDSCAPE AMENITY (BOULDER) (REMOVE & RESET)	EA	50	\$ 650.00	\$ 32,500.00
10046001	TREE PROTECTION	EA	4	\$ 686.04	\$ 2,744.16
Subtotal Landscape					\$ 854,335.38

Roadway					
Item No.	Description	Unit	Quantity	Unit Cost	Total
02166001	PROOF ROLLING	HR	8	\$ 150.00	\$ 1,200.00
02476312	FLEXIBLE BASE (COMPLETE IN PLACE) (TYPE D GR 1-2) (8")	SY	5,803	\$ 25.00	\$ 145,069.50
02476313	FLEXIBLE BASE (COMPLETE IN PLACE) (TYPE D GR 1-2) (12")	SY	202	\$ 34.00	\$ 6,878.20
03406106	DENSE-GRADED HOT-MIX ASPHALT (SQ) TYPE D PG 64-22	TON	28	\$ 315.00	\$ 8,921.73
03406245	DENSE-GRADED HOT-MIX ASPHALT (SQ) TYPE C PG 64-22 (TEMP) (4 IN)	TON	128	\$ 225.00	\$ 28,800.00
03606000	CONCRETE PAVEMENT (CONT REINF - CRCP) (6")	SY	211	\$ 100.00	\$ 21,100.00
03606004	CONCRETE PAVEMENT (CONT REINF - CRCP) (10")	SY	5,244	\$ 110.00	\$ 576,834.50
04326045	RIPRAP (MOW STRIP) (4 IN)	CY	8	\$ 650.00	\$ 5,064.06
05296005	CONC CURB (MONO) (TYPE II)	LF	162	\$ 30.80	\$ 4,999.15
05306004	DRIVEWAYS (CONC)	SY	595	\$ 131.25	\$ 78,099.39
05406001	METAL W-BEAM GUARD FENCE (TIMBER POST)	LF	145	\$ 40.00	\$ 5,800.00
05406014	METAL BEAM GUARD FENCE (SHORT RADIUS)	LF	12.5	\$ 110.68	\$ 1,383.50
05406015	METAL BEAM GUARD FENCE (DRIVEWAY TERMINAL ANCHOR SECTION)	EA	1	\$ 1,400.00	\$ 1,400.00
05406016	METAL BEAM GUARD FENCE (DOWNSTREAM ANCHOR TERMINAL SECTION)	EA	3	\$ 1,650.00	\$ 4,950.00
05446001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	\$ 3,500.00	\$ 7,000.00
Subtotal Roadway				\$	897,500.03

Drainage					
Item No.	Description	Unit	Quantity	Unit Cost	Total
01046069	RELOCATE CONC BOX CULV (6 FT X 3 FT)	LF	20	\$ 230.00	\$ 4,600.00
04026001	TRENCH EXCAVATION PROTECTION	LF	296	\$ 15.52	\$ 4,593.92
04326001	RIPRAP (CONC) (4 IN)	CY	39	\$ 769.05	\$ 29,992.95
04326030	RIPRAP (STONE COMMON) (GROUT) (12 IN)	CY	54	\$ 350.00	\$ 19,059.44
04626010	CONCRETE BOX CULVERTS AND DRAINS (6 FT X 3 FT)	LF	20	\$ 696.39	\$ 13,927.80
04646003	REINFORCED CONCRETE PIPE (CL III) (18 IN)	LF	256	\$ 112.05	\$ 28,684.80
04646005	REINFORCED CONCRETE PIPE (CL III) (24 IN)	LF	60	\$ 140.00	\$ 8,400.00
04646017	REINFORCED CONCRETE PIPE (CL IV) (18 IN)	LF	168	\$ 101.20	\$ 17,001.60
04646018	REINFORCED CONCRETE PIPE (CL IV) (24 IN)	LF	80	\$ 180.00	\$ 14,400.00
04656319	DROP INLET (TY C) (1 GRATE)	EA	1	\$ 7,500.00	\$ 7,500.00
04656664	LANDSCAPE INLET (18" DIA) (1 GRATE)	EA	4	\$ 1,400.00	\$ 5,600.00
04656665	LANDSCAPE INLET (24" DIA) (1 GRATE)	EA	1	\$ 3,500.00	\$ 3,500.00
04676217	SAFETY END TREATMENT (TY I) (S= 6 FT) (HW= 5 FT) (3:1) (C)	EA	2	\$ 13,547.50	\$ 27,095.00
04676363	SAFETY END TREATMENT (TY II) (18 IN) (RCP) (6: 1) (P)	EA	10	\$ 1,596.81	\$ 15,968.10
04676388	SAFETY END TREATMENT (TY II) (24 IN) (RCP) (3: 1) (C)	EA	1	\$ 2,074.50	\$ 2,074.50
04676395	SAFETY END TREATMENT (TY II) (24 IN) (RCP) (6: 1) (P)	EA	1	\$ 2,250.00	\$ 2,250.00
Subtotal Drainage				\$	204,648.11

Bridge					
Item No.	Description	Unit	Quantity	Unit Cost	Total
04006005	CEM STABIL BKFL	CY	117	\$ 224.40	\$ 26,254.80
04166002	DRILLED SHAFT (24 IN)	LF	168	\$ 214.70	\$ 36,069.60
04206013	CL C CONC (ABUT)	CY	54.0	\$ 1,400.00	\$ 75,600.00
04206043	CL C CONC (FOOTING)	CY	1.0	\$ 1,200.00	\$ 1,200.00
04206054	CL C CONC (HEADWALL)	CY	2.0	\$ 1,280.00	\$ 2,560.00
04206057	CL C CONC (WINGWALLS)	CY	31.0	\$ 2,000.00	\$ 62,000.00
04206074	CL C CONC (MISC)	CY	10.0	\$ 1,400.00	\$ 14,000.00
04226001	REINF CONC SLAB	SF	1,505	\$ 30.00	\$ 45,150.00
04226015	APPROACH SLAB	CY	54	\$ 818.12	\$ 44,178.48
04256012	PRESTRESSED CONCRETE SLAB BEAM (5SB15)	LF	300.00	\$ 300.00	\$ 90,000.00
04326008	RIPRAP (CONC) (CL B) (RR8)	CY	99	\$ 624.11	\$ 61,786.89
04326030	RIPRAP (STONE COMMON) (GROUT) (12 IN)	CY	64	\$ 300.00	\$ 19,200.00
04326038	BEDDING MATERIAL (3 IN)	CY	71	\$ 500.00	\$ 35,500.00
04346002	ELASTOMERIC BEARING (LAMINATED)	EA	12	\$ 7,043.75	\$ 84,525.00
04506018	RAIL (TY T631)	LF	400.0	\$ 130.00	\$ 52,000.00
04546020	SEALED EXPANSION JOINT (4 IN) (SEJ - B)	LF	64	\$ 191.83	\$ 12,277.12
04966005	REMOV STR (WINGWALL)	EA	5	\$ 2,100.00	\$ 10,500.00
04966006	REMOV STR (HEADWALL)	EA	2	\$ 2,000.00	\$ 4,000.00
04966008	REMOVE STRUCTURES (BOX CULVERT)	LF	72	\$ 132.47	\$ 9,537.84
Subtotal Bridge				\$	700,794.73

Retaining Walls					
Item No.	Description	Unit	Quantity	Unit Cost	Total
04166002	DRILLED SHAFT (24 IN)	LF	66	\$ 214.70	\$ 14,170.20
04236005	RETAINING WALL (SPREAD FOOTING)	SF	1,730	\$ 95.00	\$ 164,325.30
04586007	WATERPROOFING (TYPE 10)	SY	101	\$ 110.00	\$ 11,110.00
Subtotal Retaining Walls				\$	189,605.50

Traffic Control					
Item No.	Description	Unit	Quantity	Unit Cost	Total
05026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	24	\$ 15,000.00	\$ 360,000.00
60016002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	\$ 15,000.00	\$ 30,000.00
Subtotal Traffic Control				\$	390,000.00

Temporary Erosion, Sedimentation, and Environmental Controls

Item No.	Description	Unit	Quantity	Unit Cost	Total
05066002	ROCK FILTER DAMS (INSTALL) (TYPE 2)	LF	286	\$ 53.10	\$ 15,186.60
05066003	ROCK FILTER DAMS (INSTALL) (TYPE 3)	LF	60	\$ 100.00	\$ 6,000.00
05066011	ROCK FILTER DAMS (REMOVE)	LF	346	\$ 18.04	\$ 6,241.84
05066020	CONSTRUCTION EXITS (INSTALL) (TYPE 1)	SY	227	\$ 40.00	\$ 9,079.20
05066024	CONSTRUCTION EXITS (REMOVE)	SY	227	\$ 12.85	\$ 2,916.69
05066038	TEMP SEDMT CONT FENCE (INSTALL)	LF	653	\$ 4.60	\$ 3,001.91
05066039	TEMP SEDMT CONT FENCE (REMOVE)	LF	653	\$ 1.50	\$ 978.89
Subtotal Temporary Erosion, Sedimentation, and Environmental Controls					\$ 43,405.13

Miscellaneous Construction

Item No.	Description	Unit	Quantity	Unit Cost	Total
05006001	MOBILIZATION	LS	1	\$ 355,000.00	\$ 355,000.00
05526005	GATE (TYPE 1)	EA	1	\$ 2,200.00	\$ 2,200.00
05526014	VINAL RAIL FENCE (INSTALL)	LF	52	\$ 45.00	\$ 2,340.00
05606000	MAILBOX ASSEMBLIES (TEMP)	EA	10	\$ 300.00	\$ 3,000.00
05606025	MAILBOX ASSEMBLIES (RELOCATE)	EA	10	\$ 600.00	\$ 6,000.00
Subtotal Miscellaneous Construction					\$ 368,540.00

Signing and Pavement Markings

Item No.	Description	Unit	Quantity	Unit Cost	Total
06446060	IN SM RD SN SUP&AM TY TWT (1) WS(P)	EA	1	\$ 1,000.00	\$ 1,000.00
06446071	RELOCATE SM RD SN SUP&AM TY TWT	EA	2	\$ 491.72	\$ 983.44
06666010	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	3705	\$ 1.00	\$ 3,705.00
06666119	REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)	LF	120	\$ 1.00	\$ 120.00
06666125	REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)	LF	2546	\$ 1.00	\$ 2,546.00
06666224	PAVEMENT SEALER 4"	LF	6371	\$ 1.00	\$ 6,371.00
06726009	RAISED PAVEMENT MARKERS TY II-A-A	EA	48	\$ 9.15	\$ 439.20
06726010	RAISED PAVEMENT MARKERS TY II-C-R	EA	4	\$ 7.00	\$ 28.00
06786001	PAV SURF PREP FOR MRK (4")	LF	6371	\$ 0.75	\$ 4,778.25
06786033	PAV SURF PREP FOR MRK (RPM)	EA	52	\$ 2.28	\$ 118.56
Subtotal Signing and Pavement Markings					\$ 20,089.45

Utility Adjustments

Item No.	Description	Unit	Quantity	Unit Cost	Total
70496077	SERVICE LINE (LONG SIDE) (1-1/2" TO 2")	EA	2	\$ 5,756.24	\$ 11,512.48
70496103	RELOCATE EXIST. WATER METER AND RELAY EXIST. SERV	EA	5	\$ 2,500.00	\$ 12,500.00
70496122	ADJUST WATER METER BOX	EA	1	\$ 1,221.73	\$ 1,221.73
71946051	SAN SWR (8") HDPE (ASTM D2837) ALL DEPTHS	LF	630	\$ 1,400.00	\$ 882,000.00
71966011	ADJUST VALVE BOX	EA	1	\$ 1,231.67	\$ 1,231.67
72616016	ADJUST EXIST. WATER SERVICE	EA	4	\$ 750.00	\$ 3,000.00
72666035	STEEL CASING (14") (OPEN CUT)	LF	45	\$ 4,103.59	\$ 184,661.55
Subtotal Utility Adjustments					\$ 1,096,127.43

Right-of-Way and Easement Acquisition

Item No.	Description	Unit	Quantity	Unit Cost	Total
	DRAINAGE/UTILITY EASEMENT	SF	14,806	\$ 2.00	\$ 29,612.00
Subtotal Right-of-Way and Easement Acquisition					\$ 29,612.00

Construction Subtotal Cost \$ 5,162,308.96



City of Lucas

City Council Agenda Request

February 6, 2025

Item No. 08

Requestor: Mayor Dusty Kuykendall

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 6, 2025

Requester: City Council

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