



## **AGENDA**

### **City of Lucas City Council Meeting March 4, 2021**

**7:00 PM**

### **City Hall, Council Chambers and Video Conference 665 Country Club Road – Lucas, Texas**

*Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, March 4, 2021 beginning at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.*

On March 16, 2020 Governor Abbott suspended some provisions of the Open Meetings Act in response to the COVID-19 emergency. In order to practice safe distancing, Lucas City Council meetings will be open to on-site visitors in a limited capacity of 15 audience members. City Council meetings will also be available through Zoom Webinar from your computer or smartphone. To join the meeting, please click this URL:

<https://zoom.us/j/95534828374?pwd=ZkJ5cTZkVWNEl3o0WFNCQXBjQ0RvZz09> and enter your name and email address.

To join by phone: 1-346-248-7799  
Webinar ID: 955 3482 8374  
Passcode: 712285

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

If the public desires to speak during a specific agenda item, they must email [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by 4:00 pm on 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. You may also communicate and send your comments to the City Councilmembers directly by emailing [citycouncil@lucastexas.us](mailto:citycouncil@lucastexas.us).

## Citizen Input

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1. Citizen Input

## Community Interest

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*Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.*

2. Items of Community Interest

## Consent Agenda

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

3. Consent Agenda:
  - A. Approval of the minutes of the February 4, 2021 City Council meeting. **(City Secretary Stacy Henderson)**
  - B. Approval of Resolution R 2021-02-00512 authorizing the City Manager to donate the old Medic 862 Ambulance to Emergency Medical Training Services. **(Fire Chief Ted Stephens)**
  - C. Approval of the City of Lucas applying for the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant. **(Fire Chief Ted Stephens)**

## Regular Agenda

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4. Congratulations to the newly promoted Lucas Fire-Rescue Fire Captain/Paramedic Ian Evans and Fire Captain/Paramedic Sean Peterson and discuss the Fire Captain assessment process. **(Fire Chief Ted Stephens)**
5. Consider and discuss parking restrictions within Rockland Farms and along West Lucas Road. **(City Council)**
6. Consider options for the 2021 Founders Day event and provide guidance to staff. **(Assistant to the City Manager Kent Souriyasak)**
7. Consider authorizing the City Manager to enter into a professional services contract with BCC Engineering, LLC in the amount not to exceed \$1,957,850 for the engineering consulting services for West Lucas Road from Angel Parkway to Country Club Road. **(City Engineer Stanton Foerster)**
8. Discuss pending legislation that is being considered by the 87th Legislature and provide direction to City Staff and City Attorney regarding any proposed legislation. **(City Attorney Joe Gorfida)**

## **Executive Agenda**

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

## **Certification**

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*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on February 25, 2021.*

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*Stacy Henderson, City Secretary*

*In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Stacy Henderson at 972.912.1211 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas City Council Agenda Request March 4, 2021

Requester: Mayor Jim Olk

## **Agenda Item Request**

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Citizen Input

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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NA

## **Motion**

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NA



**City of Lucas**  
**City Council Agenda Request**  
**March 4, 2021**

Requester: Mayor Jim Olk

**Agenda Item Request**

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Items of Community Interest.

**Background Information**

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NA

**Attachments/Supporting Documentation**

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NA

**Budget/Financial Impact**

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NA

**Recommendation**

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NA

**Motion**

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NA



# City of Lucas Council Agenda Request March 4, 2021

Item No. 03

Requester: City Secretary Stacy Henderson  
Fire Chief Ted Stephens

## **Agenda Item Request**

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Consent Agenda:

- A. Approval of the minutes of the February 4, 2021 City Council meeting.
- B. Approval of Resolution R 2021-02-00512 authorizing the City Manager to donate the old Medic 862 Ambulance to Emergency Medical Training Services.
- C. Approval of the City of Lucas applying for the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

## **Background Information**

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### Agenda Item 3B:

The City owns a 2007 Ford F-450 MedTech ambulance (old Medic 862), that was the first ambulance put into service by the City of Lucas. The unit was taken out of service when the new 2020 ambulance was delivered to Lucas Fire-Rescue. The unit was subsequently placed on Rene Bates Auction Service starting at a minimum bid of \$30,000 and received zero bids. A second auction was initiated with a \$15,000 minimum bid. Several days before the end of this auction, the minimum bid was lowered to \$8,000. The second bid ended with zero bids.

City Staff is requesting to consider donating the unit to Emergency Medical Training Services (EMTS). EMTS is a first responder training school, located in the DFW area, that specializes in credentialing EMT-Basics and EMT-Paramedics. Several of our Lucas Fire-Rescue EMTs and Paramedics were trained at EMTS, and several of our staff have taught or is teaching at EMTS. The unit would be set up as a rescue ambulance to train EMT and Paramedic students' critical skills thru scenario-based training. This may include all driving skills, loading and unloading patients, patient care while in the back of an ambulance, IV starting during transport, and a host of other vital skills.

### Agenda Item 3C:

In fiscal year 2013-2014 the City of Lucas contracted with the Center for Public Safety Management (CPSM) to complete an in-depth study of how the City of Lucas Fire-Rescue should set short and long-term strategies for fire and EMS services. The study presented ten recommendations to the City. The ten recommendations are listed on pages 43-45 in the CPSM Report. This Council request is in support of number six on page 44 of the report and deals with adequate staffing.



# City of Lucas Council Agenda Request March 4, 2021

There is *no cost share* for the FY 2020 SAFER Grant for the first three years. If awarded the SAFER Grant, it pays 100% of entry level firefighters wages for the first 36 months. Application deadline is March 12, 2021. Anticipated award date is approximately May 24, 2021 and continuing thereafter until all FY 2020 SAFER Grant awards are issued (but no later than September 30, 2021). Recipients must accept their awards no later than 30 days from the award date.

## **Attachments/Supporting Documentation**

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1. Minutes of the February 4, 2021 City Council meeting.
2. Resolution R 2021-02-00512
3. Pages 43-45 of the Fire-Rescue CPSM Report

## **Budget/Financial Impact**

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### Agenda Item 3B:

There is no budget impact to this donation.

### Agenda Item 3C:

Uniforms-approximately \$1,500 per year

Training-approximately \$2,000 per year

Personal protective equipment-approximately \$10,000 (one-time fee)

Overtime-approximately \$5,000 per year

## **Recommendation**

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City Staff recommends approval of the Consent Agenda.

## **Motion**

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



**City of Lucas  
City Council Meeting  
February 4, 2021  
Council Chambers  
7:00 P.M.**

**City Hall, 665 Country Club Road, Lucas, Texas**

**MINUTES**

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Johnson  
Councilmember Debbie Fisher  
Councilmember Tim Baney  
Councilmember Phil Lawrence  
Councilmember Steve Duke

**City Staff Present:**

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

Mayor Olk called the meeting to order at 7:01pm.

**Executive Session Agenda**

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The City Council convened into Executive Session at 7:02 pm.

**1. Executive Session:**

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

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

The City Council reconvened from Executive Session at 9:47 pm and there was no action taken as a result of the Executive Session.

**3. Adjournment.**

**MOTION:** Mayor Olk adjourned the meeting at 9:47 pm.



APPROVED:

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Jim Olk, Mayor

ATTEST:

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Stacy Henderson, City Secretary



## RESOLUTION R 2021-02-00512

[Declaring the Old Medic 862 Ambulance as Surplus Property]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE, DONATE, AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED BY STATE LAW; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of their capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

**WHEREAS**, the old Medic 862 Ambulance as described in Exhibit "A" is no longer needed by the City and the City has no foreseeable need or use for such property; and

**WHEREAS**, the City Council declares the old Medic 862 Ambulance as more specifically described in Exhibit "A" as surplus property; and

**WHEREAS**, the City Council has determined that declaring this property as surplus is in the best interest of the City.

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

**SECTION 1.** The City Council declares the old Medic 862 Ambulance as surplusage for City purposes and authorizes the City Manager or his designee to donate old Medic 862 Ambulance to Emergency Medical Training Services.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lucas, Texas, on the 4th day of March 2021.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Stacy Henderson, City Secretary  
(01-20-2021:TM 120182)

\_\_\_\_\_  
Jim Olk, Mayor

**EXHIBIT A  
Old Medic 862 Ambulance**

Upon sale of this vehicle, the purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.



**CITY OF LUCAS  
665 COUNTRY CLUB RD  
LUCAS, TX 75002-7651**

*Spare  
Ambulance*

000607



**TEXAS CERTIFICATE OF TITLE**

TEXAS DEPARTMENT OF MOTOR VEHICLES

113589666  
AM

DATE TITLE ISSUED

MAKE OF VEHICLE  
**FORD**

TITLE DOCUMENT NUMBER  
[REDACTED]

MODEL  
**12000**

VEHICLE IDENTIFICATION NUMBER  
**1142282**

PREVIOUS OWNER  
**STEVE COVEY ENT INC N PALMETTO FL**

ODOMETER READING  
**75820**

REMARKS  
**ACTUAL MILEAGE  
DIESEL  
EXEMPT**

CITY OF LUCAS  
665 COUNTRY CLUB ROAD  
LUCAS, TX 75002

DATE OF LIEN  
**NONE**

1ST LIEN HOLDER

1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

2ND LIEN HOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

3RD LIEN HOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT  
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.

FORM 30-C (REV. 04/2012) DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

**Fire and Emergency Medical Services  
Operations Analysis**

**Lucas, Texas**

**February 2014**



**Center for Public Safety Management**

**CPSM**

Center for Public Safety Management, LLC

**474 K Street, NW, Suite 702**

**Washington, DC 20001**

**[www.cpsm.us](http://www.cpsm.us)**

**716-969-1360**

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**ICMA**

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## Conclusion

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The Lucas Fire Department provides emergency medical and fire services to the citizens and visitors of the city of Lucas, and to neighboring jurisdictions when requested, through a combination (career and volunteer) fire and EMS department. CPSM found the service provided by the LFD is respected in the community and within the region. Services provided beyond the typical fire and EMS service delivery include national programs such as *Community Emergency Response Team (CERT)* and the *Firewise* defensible community wildland preparedness program. In an effort to enhance EMS service to the community, the LFD successfully began EMS transport services on April 1, 2014. CPSM noted several best practices as well which the LFD has implemented or currently follows.

CPSM found that staffing and deploying of available volunteer resources under the current staffing model is a challenge during the daytime hours and certain days of the week. Currently, there are two career staff on duty 24-hours a day to handle primarily EMS calls for service. These staffing challenges and their potential solutions are discussed in the report. Also discussed is the need to add administrative support capacity and to enhance the operational supervisory and management capacity through current resources.

CPSM also found some LFD internal planning elements that either need to be revisited and updated or should be developed and implemented, as they will enhance the department's and the city's ability to properly staff and deploy resources. These findings do not represent a negative finding regarding the department, but rather present opportunities for continuous improvement. Those programs and/or organizational elements in place that are working and need only minor adjustments or review were discussed as well.

Recommendations for consideration are listed below in order of priority as determined by CPSM. CPSM recognizes there may be recommendations and considerations offered that have to be budgeted for, and/or for which processes must be developed prior to implementation. These recommendations are based on best practices derived from the National Fire Protection Association, Center for Public Safety Excellence, CPSM, U.S. Fire Administration, International Association of Emergency Managers, and the Federal Emergency Management Agency (FEMA) to name a few, as well as the knowledge of CPSM reviewers. Supporting information for these recommendations is detailed within the report and is noted by the corresponding page number.

## Recommendations

1. It is strongly recommended the LFD complete a fire and community risk assessment as a component of future department and city planning. This assessment should be done in conjunction with the fire and EMS calls for service demand as generated and reviewed by the department on an annual basis (page 24).
2. CPSM recommends the LFD revisit the 2012 long-range plan and develop a more formal strategic plan that includes short-term (1 to 5 years) and long-term (5 to 10 years) strategic

planning goals and objectives and which also puts in place the processes for continuous improvement (page 20).

3. CPSM recommends the LFD continue to foster a recruitment and retention program that focuses on: membership flexibility; marketing the volunteer program to millennials; and continuous retention efforts focused on increasing the retention rate of volunteer members through recognition of efforts, a friendly and diverse work environment, mentoring for advancement in the organization, sustaining current incentives, and researching and implementing new incentives as funds are made available (page 12).
4. CPSM recognizes the need to upgrade the acting career lieutenants (firefighter rank) to the level of captain, and further recommends a career captain official position description be developed so as to align with the actual duties and responsibilities assigned. As there are no official positions of rank among the six current career firefighters, CPSM recommends a promotional process be developed and conducted that will ensure the most qualified three members are elevated to the captain position (page 6).
5. CPSM recommends the city and the LFD consider a more innovative approach to equipment deployment. An alternative is the deployment of a combination EMS transport and fire suppression vehicle. Over the short term, as additional staffing may be added one at a time per shift over a number of years, this type of unit provides fire and EMS capacity with minimal staffing (two to four) in a system that has limited daytime staffing, and in which EMS calls create the highest demand and fire calls for service occur infrequently (page 34).
6. Adding career staff on 24-hour shifts, while coming with a cost, should be considered at this time. The volunteer service and the surge capacity these members provide is inconsistent during weekday and weekend daytime periods, and call volume is increasing with the recent introduction of EMS. While how many career staff to add and when the positions are added is a policy decision, in the long term, and if funding is available, adding one career member per shift over the next three fiscal year periods would enhance staffing levels to a total of five career staff per 24-hour shift period. This would allow the deployment of one ambulance with a staffing of two and one engine with a staffing of three 24-hours a day. When augmented with a volunteer duty crew at night, this deployment model would be further enhanced during this time period (page 33).
7. CPSM recommends that in the short-term and as funding allows, a part-time administrative assistant be hired for the fire department to assist with the day-to-day administrative support tasks. In the long term and as the department grows, this position should expand into a full-time position to support the fire chief and senior fire staff with day-to-day administrative and supportive responsibilities (page 5).
8. CPSM recommends continuing the department's basic foundational Community Emergency Response team (CERT) program components; CERT member participation in incident rehabilitation; and a review of other expanded program components while ensuring costs do not outweigh benefits (page 13).

9. CPSM recommends the current prefire planning process continue and include regular enhancements in the final product, and that regular building and occupancy familiarization continue, as these are basic foundational practices of the fire service. CPSM further recommends that as fire companies are conducting prefire planning activities they work with the Development Services Department and communicate in a timely manner and report obvious and potential fire prevention, loss, and life safety issues (page 27).
10. CPSM recommends continuing—and establishing if necessary—response protocols with automatic aid jurisdictions so that incident critical tasks are carried out in a systematic manner for maximum effectiveness. Continual planning, training, and exercising with surrounding automatic/mutual aid agencies is a critical element to successful outcomes (page 38).



# City of Lucas

## City Council Agenda Request

### March 4, 2021

Requester: Fire Chief Ted Stephens

#### **Agenda Item Request**

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Congratulations to the newly promoted Lucas Fire-Rescue Fire Captain/Paramedic Ian Evans and Fire Captain/Paramedic Sean Peterson and discuss the Fire Captain assessment process.

#### **Background Information**

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The Fire Department had four internal candidates who applied for the Fire Captain position. To promote the most qualified individuals, the City hired Steven Griffith Consulting to conduct an assessment center. Steven Griffith's personnel took our Fire Captain job description and wrote exercises and a scoring matrix based on six characteristics. Those characteristics included Leadership, Written and Oral Communication, Problem Solving and Analysis, Job Knowledge, Interpersonal Relations, and Planning and Organizing.

The six characteristics were tested by six exercises. Those six exercises were Roll Play-Leadership, Roll Play-Problem Solving, Leadership Scenarios, Written Skills – Presentation, Oral Skills – Presentation, and Tactical Exercise.

Each exercise was scored by external assessors with the cities of McKinney, Roanoke, Murphy, and Prosper providing Assistant Chiefs to be the assessors. The scores were entered into a grading matrix, and a ranking list was provided to Chief Stephens. Retired Lucas Fire Chief/Retired Plano Deputy Chief Alan Storck and Retired Carrollton Deputy Chief Mark Ashmead were the two lead assessors. Retired Lucas Battalion Chief David Leonard, Retired Lucas Battalion Chief James Tellier, and Wylie Dispatcher Tristian Porter assisted with the tactical exercise.

#### **Attachments/Supporting Documentation**

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NA

#### **Budget/Financial Impact**

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NA

#### **Recommendation**

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No action is requested. Informational item only.

#### **Motion**

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No action is requested.





# City of Lucas City Council Request March 4, 2021

Item No. 05

Requester: City Council

## **Agenda Item Request**

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Consider and discuss parking restrictions within Rockland Farms and along West Lucas Road.

## **Background Information**

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In early December, the City Engineer observed dismissal at Willow Springs Middle School. The observation stemmed from concerns expressed by residents of Rockland Farms. The following was observed: 1) parents are parking on Rockland Trail and waiting for their children to walk from school to the parents' cars, and 2) children are waiting for their parents along West Lucas Road and getting into their parents' cars while stopped and blocking traffic on West Lucas Road. Rockland Trail is not wide enough to be used as a loading area, parking, and main entrance to the neighborhood. On January 8, 2021, the City Engineer informed Lovejoy ISD of the situation. The City Manager has requested that the Lucas Sheriff's Office Deputies monitor the situation, keep Rockland Trail open and uncongested, and discourage parents from loading their cars while stopped on West Lucas Road.

For the two-week period of January 11 through January 22, the campus principal and other school staff have personally walked over to Boerne Court and Rockland Trail, knocked on car windows, and requested/insisted they use the school pickup procedures and not pickup in the neighborhood. Additionally, the campus principal through his various communication channels has repeatedly requested parents to use the school pickup procedures at dismissal and not circumvent the procedures by picking up in the adjacent neighborhood or along West Lucas Road.

During this period, the campus staff witnessed significant improvements from these interventions with students being picked up along Lucas Road. However, they did not see the same level of compliance by parents continuing to use the Rockland Farms subdivision for student pickup.

On January 22, 2021, the Lovejoy ISD informed the City Engineer that the campus' interventions to discourage parents from utilizing these prohibited student pickup locations in the subdivision, has not yielded the targeted results. Therefore, Lovejoy ISD inquired about the City periodically dispatching the Lucas Sheriff's Office Deputy to the area as an additional intervention to help deter the behavior.

As the campus continues to reinforce and add additional levels of intervention, there should be a corresponding increase in compliance with dismissal procedures. Lovejoy ISD recommends that campus/district staff and City staff meet and discuss potential intervention methods and timelines for implementation.

The City Manager has requested that the Lucas Sheriff's Office Deputies monitor the situation, keep Rockland Trail open and uncongested, and discourage parents from loading their cars while stopped on West Lucas Road.



# City of Lucas

## City Council Request

### March 4, 2021

Item No. 05

Since January 22, the City Engineer has received several emails from 20+/- Rockland Farms residents. A summary of the emails is as follows:

- Improve logistics of pick-up flow at Willow Springs. The inefficiencies in current operations are resulting in parents pursuing alternate options that are leading to safety concerns on Rockland Trail as well as West Lucas Road. Con: This most likely requires capital investment that will be more difficult to justify.
- Install No Parking signs on Borne Court / Rockland Trail / West Lucas Road areas and enforce with ticketing. Pro: Inexpensive and effective. Proactively solves the safety risk for everyone involved.
- We would like to be part of the solution but are seeking help to curtail this behavior.
- No parking signs and a crossing guard are potential good solutions to solve this issue.
- To accomplish this, with the least amount of restriction to local residents, is to install no parking signs from 3 pm to 5 pm along West Lucas Road and throughout all of Rockland Phase I on Boerne Court, Rockland Trail, and Greune Trail. I believe this will create a large enough perimeter so as to discourage the current practice.
- Try and get us some NO PARKING signs. Some of the residents suggested we put hours on the signs 7 am to 9 am and 3 pm to 5 pm so it doesn't hinder guest parking.
- Boerne Court residents are experiencing the same behavior as noted above (e.g. people parking on the westbound and eastbound side limiting traffic flow to one lane, along with parents parking in the yards of the neighbors and leaving ruts and potential damage to sprinkler/irrigation systems).
- We need your help, along with any other appropriate people, to help stop the parking of non-residents during these key school times and during school events in our neighborhood along Rockland Trail and Boerne Court for the safety of our families and to improve the living quality of the neighborhood.
- I would like to the request that the City of Lucas place NO PARKING signs along the front and inside of the Rockland Farms entrance.
- I don't know what the best solution is for this issue, but I would like the City to discuss this and come up with a deterrent for school pick ups. It would also be good to find a way to keep our entrance to the neighborhood off of West Lucas Road open, and not allow any cars to park or stop there, until the road becomes safer just past the Boerne Court intersection.



# City of Lucas City Council Request March 4, 2021

Item No. 05

- It would be great if we could get no parking zones for set times at the front of our subdivision along Rockland Trail and Boerne Court. There is also a "half court" down Rockland Trail at the back southwest edge of the school property that is utilized for pickup as well.

The City Engineer responded to the residents' emails with the following:

Dear Rockland Farms Residents:

Thank you for sharing your concerns about the parking and loading of school children along Rockland Trail and Boerne Court. I have forwarded a summary of your comments to the City Manager Joni Clarke, and she has notified Mayor Olk and City Councilmembers. To restrict parking along any city street, an ordinance detailing such a restriction is required. This type of ordinance requires passage by the Lucas City Council. Typically, staff tries to assist citizens in finding solutions. This item might need to be taken directly to the City Council by you and your neighbors. If this item is added to the February 18, 2021, City Council agenda, I will send you another email. Agendas may be found on the city website at the following link:  
<https://www.lucastexas.us/departments/public-meetings/>

If Rockland Farms residents are requesting a parking/standing prohibition in their neighborhood, the City Council will want to hear from you in order to review the issues and solutions. Please be specific and clear about the solution to the issue. Does the neighborhood want specific prohibition all day - every day, weekdays only, weekdays during school hours, etc. These kinds of requests are driven by the neighborhood and not really by city staff. As the City Engineer, I will be prepared to make a technical recommendation to the City Council.

On February 3, 2021, the campus/Lovejoy ISD staff and City staff met and discussed potential intervention methods and timelines for implementation.

## **Attachments/Supporting Documentation**

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1. Map
2. Lovejoy ISD Letter

## **Budget/Financial Impact**

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NA

## **Recommendation**

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The City Engineer recommends limiting parking along Rockland Trail where the pavement width is less than 30 feet wide and within 500 feet of West Lucas Road from 3 pm to 5 pm during school days.



**City of Lucas  
City Council Request  
March 4, 2021**

Item No. 05

**Motion**

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I make a motion to request staff prepare an ordinance restricting parking along Rockland Farms and along West Lucas Road ...



W Lucas Rd

W Lucas Rd

W Lucas Rd

W Lucas Rd

Rockland Trail

Boerne Ct

Willow Springs  
Middle School

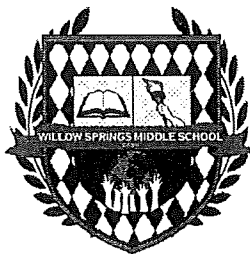
Gruene Trail

Rockland Trail

Rockla

Google





*Willow Springs is committed to developing life long learners and innovative leaders who positively impact the world.*

January 28, 2021

Dear Willow Springs Families,

We have been notified by the City of Lucas and several residents of Rockland Farms about the increased traffic in their neighborhood, specifically on Boerne Ct. and Rockland Trl., during the dismissal of Willow Springs Middle School. Our goal is to be fair and respectful to everyone and to maintain a healthy relationship with our surrounding neighbors. After repeated attempts through emails and face-to-face communication requesting parents to not wait to pick up their student(s) on the adjacent neighborhood streets; unfortunately, there has not been consistent compliance.

Therefore, beginning on Monday, February 8, WSMS will provide students who live in Rockland Farms identification so they may continue to walk home. Any student who does not live in Rockland Farms will not be allowed to continue to access the neighborhood by walking there at dismissal and will be required to be picked up on campus.

I understand the car pickup line may appear long at 4:00 PM, but the entire line is cleared out by 4:20-4:22. And for those of you that purposefully delay your arrival to campus until 4:15 for pickup, you have little to no wait at all. However, we will continue to review and assess ways to become even more efficient to decrease the amount of time it takes to dismiss students.

For any questions or concerns, please feel free to reach out to me.

Respectfully,

Kevin Parker  
Principal, Willow Springs Middle School  
469-742-8500  
Kevin\_Parker@lovejoyisd.net



# City of Lucas

## City Council Agenda Request

### March 4, 2021

Item No. 06

Requester: Councilmember Tim Baney  
Assistant to the City Manager Kent Souriyasak

### **Agenda Item Request**

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Consider options for the 2021 Founders Day event and provide guidance to staff.

### **Background Information**

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At the December 3, 2020 City Council meeting, the City Council approved the 2021 community special events calendar. The Founders Day event is currently scheduled on Saturday, May 8, 2021. The event would be held from 9 am to 1 pm at the Community Park.

In 2020, Founders Day was canceled due to concerns surrounding the coronavirus pandemic and public health safety. Staff rescheduled the event vendors to May 8, 2021 because of the cancellation.

The scheduled activities for this year would include the parade, stick horse rodeo, pony hop derby, mini golf, balloon artists, parade, historical displays, interactive experience with raptors, photobooth, Service Tree Awards, silent auction by Legacy 4-H Club, and the Lucas Farmers Market. Due to limited space and public health safety, this year's activities would not include live music and the petting zoo.

The Lucas Farmers Market at Founders Day would be a scaled-down market consisting of 20 local vendors from Lucas. In-N-Out Burger approved an in-kind donation to provide free meals on May 8, 2021 at Founders Day. Kona Ice will also be providing free snow cones to the public.

Below is the current event schedule for Founders Day:

<u>Time</u>	<u>Event</u>
8:00 am	Lucas Farmers Market Opens
9:00 am	Founders Day Begins
10:00 am	Founders Day Parade
11:00 am	Lunch Begins
12:00 pm	Lucas Farmers Market Closes
1:00 pm	Founders Day Ends

Staff has been in coordination with the Lovejoy Independent School District to reserve Hart Elementary School to stage the Founders Day Parade and to hold Willow Springs Middle School as the designated event public parking area. The District would also provide shuttle buses to transport visitors between the school and the event.





# City of Lucas

## City Council Agenda Request

### March 4, 2021

Staff has met 90 days before the scheduled event date to determine the logistics for Founders Day. Due to the current status of the coronavirus pandemic, staff has developed plan options for the event to ensure public health safety. Staff is seeking direction from the City Council on approving a plan for this year's Founders Day.

#### **Attachments/Supporting Documentation**

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1. Plan Layout Options for 2021 Founders Day

#### **Budget/Financial Impact**

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Founders Day is budgeted at \$30,000 in Fiscal Year 2020/21. Funding would be utilized from account 11-6211-444 Founders Day.

#### **Recommendations**

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The following are plan options to consider holding the 2021 Founders Day event:

##### **Plan A: Modified Event**

- The modified event would feature limited activities to be spread further out in the park, reduce mass gatherings, and improve social distancing.
- The modified event would include the parade, stick horse rodeo, pony hop derby, mini golf, balloon artists, historical displays, Service Tree Awards, interactive experience with raptors, and silent auction by Legacy 4-H Club.
- The Lucas Farmers Market would take place in the gravel parking lot and the vendors would be distanced appropriately following social distancing guidelines.
- The parade would be staged at Hart Elementary School and staff has been identifying areas to expand the parade route.
- In-N-Out Burger would provide free meals and Kona Ice would provide free snow cones to the public.

##### **Plan B: Reschedule Full Event to October 23, 2021**

- The full event would be rescheduled to Saturday, October 23, 2021 to be held in conjunction with the last Lucas Farmers Market of the year. The event could focus on the fall weather and harvest theme.
- The City would assess the status of the pandemic in the months leading up to the rescheduled date to determine if the full event would need to be modified or canceled.
- In-N-Out Burger would not be able to provide free meals as the in-kind donation was approved one year in advance for the scheduled date of May 8, 2021. Instead, the City would provide meals to the public.
- If the event was rescheduled to October 23, 2021, the event would be budgeted, and funding utilized from the upcoming fiscal year 2021/22 budget.



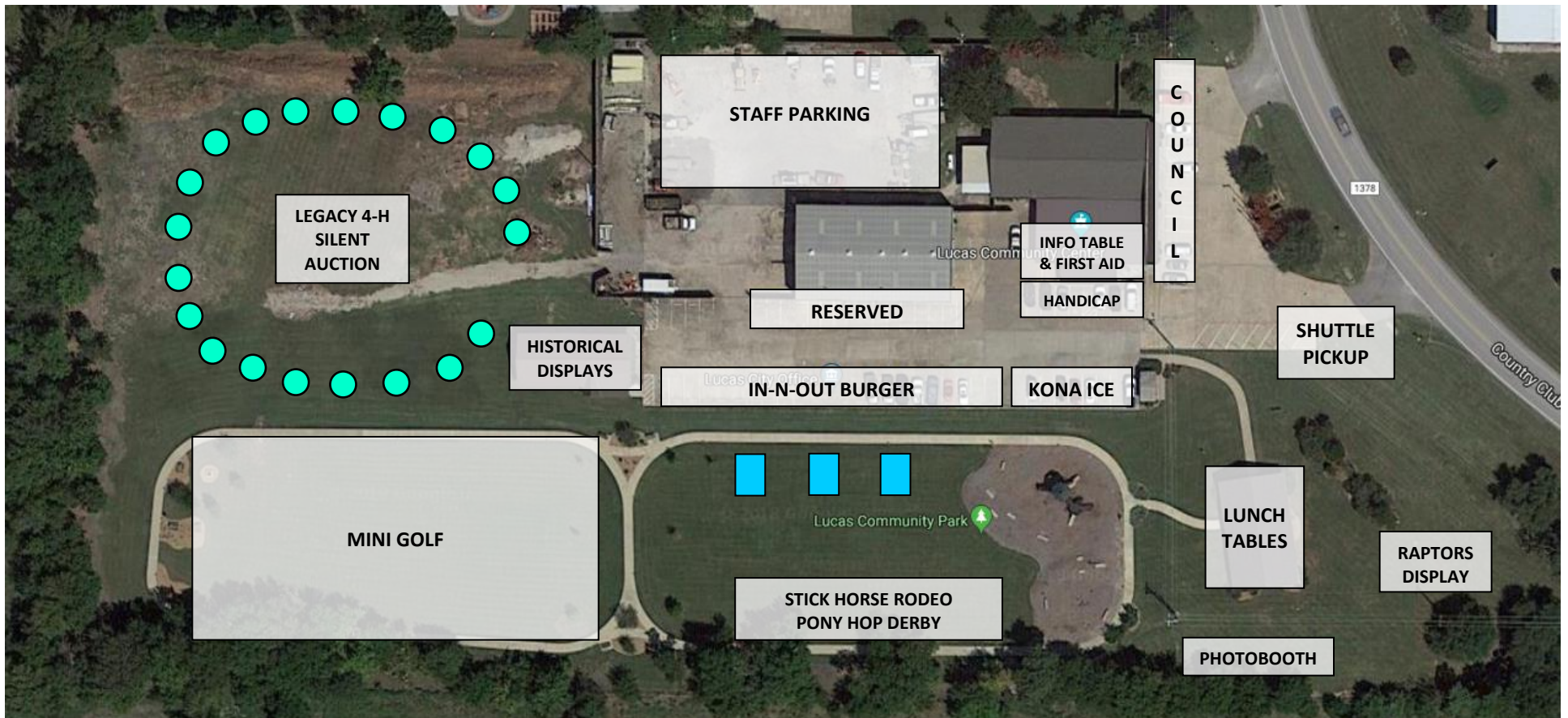
**City of Lucas**  
**City Council Agenda Request**  
**March 4, 2021**

**Motion**

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I make a motion to approve/deny Plan [A or B] \_\_\_\_\_ to hold the 2021 Founders Day event on \_\_\_\_\_.

**PLAN A  
MODIFIED EVENT LAYOUT  
2021 FOUNDERS DAY**



 LUCAS FARMERS MARKET VENDORS

 BALLOON ARTISTS

**PLAN B  
RESCHEDULE TO OCTOBER 23, 2021  
FULL EVENT LAYOUT  
2021 FOUNDERS DAY**





# City of Lucas City Council Request March 4, 2021

Item No. 07

Requester: City Engineer Stanton Foerster

## Agenda Item Request

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Consider authorizing the City Manager to enter into a professional services contract with BCC Engineering, LLC in the amount not to exceed \$1,957,850 for the engineering consulting services for West Lucas Road from Angel Parkway to Country Club Road.

## Background Information

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On July 22, 2020, a Request for Qualifications (#023-20) was posted on the City website. Interested engineering firms were asked to submit Statements of Qualifications (SOQs) if they were interested in being retained as a consultant for the West Lucas Road project. The SOQs were reviewed independently by a committee of four: Councilmember Debbie Fisher, Development Services Director Joe Hilbourn, Engineering Project Manager Adam Gerster, and City Engineer Stanton Foerster. Four SOQs were submitted to the City. Lakes Engineering was ranked the highest by the Committee. On January 22, 2021, the City Engineer sought a proposal from and began negotiating a fee with BCC Engineering (formally known as Lakes Engineering).

## Attachments/Supporting Documentation

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1. Professional Services Contract with BCC Engineering

## Budget/Financial Impact

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Funding for this engineering consulting work is funded by Capital Improvements 21-8210-491-136, which has a balance of \$4,184,820 with an additional \$8,365,180 from Collin County (2018 Bond Project # RI8007) per the Interlocal Agreement.

BCC is proposing the following professional services:

1. Roadway, Drainage, Environmental, Signing/Marking, Survey, Subsurface Investigation, Utility Coordination, Geotech, Post-Design	\$1,383,490
2. Construction Inspection Services	\$143,590
3. <u>Project Management Services</u>	<u>\$430,770</u>
Total	\$1,957,850

## Recommendation

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City Engineer Stanton Foerster recommends proceeding with engagement of BCC Engineering for the engineering consulting services for West Lucas Road.



# City of Lucas City Council Request March 4, 2021

Item No. 07

## **Motion**

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I make a motion to authorize/not authorize the City Manager to enter into a professional services contract with BCC Engineering, LLC in the amount not to exceed \$1,957,850 for the engineering consulting services for West Lucas Road from Angel Parkway to Country Club Road.

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

**RECITALS:**

**WHEREAS**, the City desires in connection with the Engineering Consulting Services of the West Lucas Road Reconstruction and Widening Project (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

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

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

**Article I  
Term**

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

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

**Article II  
Scope of Service**

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

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

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

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

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

### **Article III Schedule of Work**

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

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "A", but at no time shall the total compensation for this Agreement exceed \$1,957,850. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the design, and the submittal of "AS BUILT" drawings", or record drawings as applicable.



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

## **Article V Devotion of Time; Personnel; and Equipment**

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

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

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

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

## **Article VI Miscellaneous**

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

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

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

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

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: Chris Mezler  
BCC Engineering, LLC  
1903 Central Drive, Suite 102  
Bedford, Texas 76021

6.10 Insurance.

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

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

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

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

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

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

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

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Joni Clarke  
City Manager

Approved as to form:

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Professional)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**  
**Scope of Services**



February 8, 2021

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

*Delivered via email: stanton@lucastexas.us*

**Subject: West Lucas Road Professional Services Proposal**

Dear Mr. Foerster:

BCC Engineering, LLC (formerly Lakes Engineering) is pleased to submit this proposal for the design, production of construction plans, project management, and construction inspections for the West Lucas Road Reconstruction and Widening Project. The limits of the project are West Lucas Road from Angel Parkway to Country Club Road. The project consists of reconstruction of the existing asphalt roadway and widening to a 4-lane divided section with concrete pavement. The project is approximately 9000ft in length and includes associated drainage improvements required for the new pavement.

The project scope will include all design and analysis required to produce complete construction plans for the improvements of the roadway, pavement, and drainage. A hydraulic analysis will be completed for the Muddy Creek culvert crossing. Pavement and soil borings will be obtained for analysis to support the design of concrete pavement. Complete topographic survey will be conducted for the ultimate 120ft right-of-way. Our scope will include an estimation of probable construction cost, preparation of the bid documents and post design services for responding to requests for information and/or requests for modification. A detailed scope is attached.

With this proposal, we have included an opinion of probably cost for the project. The estimated budget for the project is within the budget that has been agreed upon in the interlocal agreement with Collin County. The estimated items and quantities have been updated with the latest information available and include more items than originally estimated. Because we were able to refine quantities and utilize recent unit cost data, the estimated project cost has not been increased.

We appreciate the City selecting BCC to complete this important project. We will focus our efforts and provide the attentive and expert services that the City of Lucas has come to know and expect. All design tasks will be performed in-house by BCC. Our staff will rely on their experience and local knowledge to best serve the City and meet all project criteria given by the City of Lucas and Collin County. We have provided professional services on a large number of projects in the City of Lucas and in many other municipalities nearby, namely: Fairview, McKinney, Princeton, Lavan, Carrollton, Cedar Hill, Dallas, Grand Prairie, Arlington, Fort Worth, Van Zandt.

After the design and construction plans are complete, we will assist the City to let the project and evaluate received bids. During construction, we will provide Project Management and Construction Engineering Inspection Services to assist and augment the City's staff with our experience and expertise. We aim to help the City save time by avoiding delays caused by unsupervised contractor mistakes and save money by mitigating circumstances that could lead to change orders or claims. We will provide trained professionals to monitor construction and proactively





coordinate and communicate with all parties. We will work side-by-side with the City's staff to guide these projects to successful completion.

Schedule

Design and Plans Production	12 months
Bid Phase	3 months
Construction Inspection and Project Management	***
<i>(*** Fee based on an estimated 18-month construction schedule)</i>	

Fee Proposal

Roadway, Drainage, Environmental, Signing/Marking, Survey, Subsurface Investigation, Utility Coordination, Geotech, Post-Design	\$ 1,383,490.00
Construction Inspection Services	\$ 143,590.00
Project Management Services	\$ 430,770.00
<b>Total Fee</b>	<b>\$ 1,957,850.00 (Lump Sum)</b>

*(Additional services available upon request at \$145/hr or separately negotiated fee.)*

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

Sincerely,  
BCC ENGINEERING, LLC.

A handwritten signature in blue ink, appearing to read 'Chris Meszler', written over a vertical line.

Christopher Meszler, P.E.  
Texas Director of Engineering

**enc: Scope of Services – West Lucas Road Project**

# SCOPE OF SERVICES

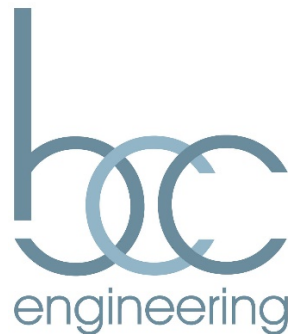
## **West Lucas Road Reconstruction and Widening from Angel Parkway to Country Club Road**

Prepared for:



**The City of Lucas, Texas**

Prepared by:



**BCC Engineering, LLC.**  
1903 Central Drive, Suite 102  
Bedford, Texas 76021

**February 2021**

**Project:**

West Lucas Road Reconstruction and Widening Project

**Limits:**

Angel Parkway to Country Club Road

**Purpose:**

The objective of the project is for BCC Engineering, LLC (BCC) to produce construction plans, specifications and cost estimates for the reconstruction and widening of the roadway and associated drainage improvements. BCC will create a complete set of contract documents, supporting engineering analysis, calculations, bid package and other technical documents in accordance with City of Lucas (City) policies, procedures, and requirements as well as meeting minimum criteria for Collin County (County). BCC will provide post-design services, Project Management, and Construction Inspection Services. Plans and specifications to be based on TxDOT standards and specifications and will be verified to meet City and County requirements.

**Project Description:**

West Lucas Road will be reconstructed and widened from the existing 3-lane section to 4-lane divided section with considerations for a potential ultimate 6-lane divided section. The roadway will consist of concrete pavement with two lanes each way, divided by a 14ft grassed median, and various left/right turn lanes. The project will include a culvert crossing at Muddy Creek to replace the existing culvert. The project will also upgrade all pavement markings and all ground-mounted signs. The drainage system along the roadway will be primarily an open system along West Lucas Road. Driveway connections and access will be maintained and improved where impacted by construction. Temporary traffic control for phased construction will be included in the plans; traffic will be maintained at least one lane in each direction without the use of detours. Temporary closures with flaggers providing one-lane, two-way traffic, may be provided during off-peak hours.

**Scope:**

Roadway Analysis

Pavement Design:

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

Horizontal and Vertical Alignment:

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

Traffic Control Analysis:

Design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall consider construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detours, roadway pavement, drainage structures, ditches, front slopes, back slopes, and drop offs

within clear zone. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities as necessary.

### Roadway Plans

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

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

### Drainage Analysis

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

- Drainage Calculations

### Drainage Plans

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

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

### Environmental Permits and Compliance

Preliminary Project Research:

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

Delineation of Waters of the US incorporated into a Preliminary Jurisdictional Determination Report, Conduct Tree Inventory with species, condition, and diameter at breast height, conduct Threatened and Endangered Species Assessment, and Cultural Resources Review. Should the cultural resources review contain any significant findings, an archeological assessment may be required, which is not included in this scope.

**Permit Applications:**

Complete and submit all required permit applications. Prepare permit sketches, plans and support documentation for the permit package. Hold pre-application meetings with each permitting agency, as necessary. At a minimum filing USACE Nationwide Permit (NWP) 14 Preconstruction Notification.

*Signing and Pavement Marking Analysis*

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

*Signing and Pavement Marking Plans*

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

- Plan Sheets
- Details

*Survey*

**Project Control** – Verify up to 4 existing project control points with GPS measurements. Establish 4 new primary control points with GPS measurements, setting a 5/8-inch iron rod with control cap. A primary control point will be located at each end of the project and two within the project limits. Set up to 6 secondary control points as needed within the project limits.

**Right-of-Entry** – Prepare and mail up to 60 Right-of-Entry letters to property owners affected by the proposed easement, by regular mail. Prepare and update an ownership spreadsheet. Mail a second round of letters to non-responsive property owners.

**Working Boundary Sketch** – Perform deed and easement research of an estimated 60 property tracts. Prepare a working boundary sketch depicting current property ownership at the time of survey, the location of property lines, easements, and the existing Right-of-Way line.

**Easement Exhibits and Legal Descriptions** – Prepare legal descriptions and parcel plats for an estimated 26 roadway easements and submit in preliminary format for review. Address one round of comments prior to signing and sealing the documents.

**Topographic Survey** – Collect topographic data at 100 foot cross sections along the roadway within the existing Right-of-Way, including grade breaks between cross sections, and areas in which the City of Lucas owns an easement. The total project length is approximately 9600 LF, including 100 LF along 12 intersecting streets. The topographic features will include:

- Edge of pavement, edge of driveways, sidewalks
- Pavement markings
- Ditch top/bottom, center of ditch,
- Drainage structures (noting size, type), flowlines
- Apparent and visible aboveground utility features and TX811 markings present at the time of survey, overhead utility lines, roadway signs, mail boxes
- Trees 6-inches or greater (noting size and common name)

**PROJECT DELIVERABLES**

- MicroStation file of working boundary sketch

- MicroStation file of topographic survey
- PDF copies of up to 26 roadway easement Exhibit “A” Documents (descriptions and parcel plats) signed and sealed by a Registered Professional Land Surveyor (RPLS)
- PDF Index Control Sheet signed and sealed by RPLS
- Copies of field books and an ASCII file of all survey data in surface values.

## **ASSUMPTIONS**

- Horizontal Project Datum will be relative to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, U.S. Survey Feet, Surface Values (SAF 1.000152710).
- Vertical Project Datum will be relative to NAVD 88, as derived from GPS measurements. Survey Feet.
- Utilize conventional and/or GPS and/or terrestrial scanning methods of survey to perform this scope of work.
- All work will be performed during daytime hours.
- Field personnel will use the appropriate Personal Protection Equipment (PPE) while on site.
- Normal traffic control, for SUE and Surveying services, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc., is considered special traffic control.
- Professional traffic control services are included in the scope of this proposal.
- Texas811 (an underground utility locator service) will be utilized for marking public underground utilities within the specified limits. The locator service will not locate private underground utilities. The information provided will be for horizontal location only; no vertical location will be provided. (Note: Texas811 is a one call service for underground utility locates; Not responsible for the accuracy of the marks provided and cannot guarantee that associated utilities will respond to the request for utility locates. Request utility locates three days prior to beginning the survey; only utility locates present at the time of the survey will be provided in the final deliverable.) The collection of the Texas811 markings are not to be considered Sub-Surface Utility Engineering (SUE) as defined by the American Society of Civil Engineers, ASCE CI,
- 38-02 publication governing SUE services.
- The project site will be clear of construction at the time of survey.
- The Client will provide the location of proposed easements prior to the preparation of the proposed easement legal descriptions and parcel plats.

### Subsurface Utility Investigation

The American Society of Civil Engineers (ASCE), in publication CIASCE 38-02, defines SUE as a branch of Civil Engineering that involves mapping existing subsurface utilities and depicting those utilities to certain quality levels.

1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
  - a. Quality Level “D”: Information derived from existing records and/or oral recollections
  - b. Quality Level “C”: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
  - c. Quality Level “B”: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities (aka Designating).

- d. Quality Level “A”: Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point (aka Locating).
2. The Subsurface Utility Engineer will provide Quality Level D SUE inside the project limits.
3. The Subsurface Utility Engineer will provide Quality Level B services for locating utilities as inside the project limits. Utilities will be marked using pink based paint. Each utility will be clearly labeled by utility type and owner. There will be a considerable amount of paint on the sidewalks and pavement. If the subsurface utility engineer is required to wash the paint away, this will be considered an additional cost.
4. General Designation Quality Level “B” Procedures: A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities will be designated using other proven methods, such as rodding, and probing. Once all known utilities have been designated, the subsurface utility engineer will scan the defined work area(s) to search for unknown utilities. These “unknowns” can be defined as: utilities not shown on available utility record drawings, not known or recollected by site personnel and have no above ground features in close proximity to the project area. In order to find unknown utilities, the subsurface utility engineer will perform passive and inductive sweeps of the area. These sweeps will be conducted north to south, east to west and diagonally across the project area(s). Upon discovery of an unknown utility, the subsurface utility engineer will attempt to trace it back to its origin to properly identify it. Should this fail, the subsurface utility engineer will ask for a change order to utilize its vacuum excavation trucks to expose the unknown and visually identify it.
5. General Locating (Quality Level “A”) Procedures: It is estimated that test holes will be completed in natural ground. Trenching, if required, will vary based on depth and length. Upon completion of each test hole, two pictures will be taken, one of the utilities and one of the test hole board showing the depth. Subsurface Utility Engineer will obtain permits from the City of Lucas and TxDOT, if necessary. It is estimated that this project will require up to Eighteen (18) test holes.

#### Deliverables

Deliverables for this project shall include the following items and shall be delivered to BCC Engineering Scope. in accordance with the submittal dates outlined in the “PROJECT”

#### Exclusions

1. Washing away paint from pavement.
2. Identifying types of cables and splices inside telecommunication manholes and hand holes.
3. Mapping telecommunication manholes and handholes.
4. Storm Sewers

#### Geotechnical

Geotechnical Borings and Investigations. Provide the proposed soil borings locations for pavement widening in accordance with the Collin County Roadway Standards and/or the latest edition of the Texas Department of Transportation’s (TxDOT) Geotechnical Manual. Upon receiving comments from the client, Terracon shall perform pavement coring, drilling borings, laboratory testing on samples and finalize the boring logs. Terracon shall perform soil borings as shown in the following table. Soil borings and pavement coring are anticipated to be completed within 4 days.

Structure	Number of Borings	Depth of Borings	Total Linear Feet	Approx. Location
Pavement	11	15 feet	285	Staggered pattern eastbound and westbound lanes as necessary to complete borings at 500ft spacing.
<ol style="list-style-type: none"> <li>Total borings for project shall be spaced at 500 feet or less per Collin County Roadway Standards.</li> <li>Pavement will be cored at each boring location.</li> </ol>				

1. All geotechnical work shall be performed in accordance with the latest version of the TxDOT's Geotechnical Manual and/or Collin County Roadway Standards. All testing shall be performed in accordance with the American Society for Testing Materials (ASTM) test procedures and/or TxDOT's Test Procedures and/or. All soil classification should be done in accordance with the Unified Soil Classification System.

2. Perform two double ring infiltrometer tests in the field. Laboratory testing as needed and applicable (Atterberg limit tests, moisture content tests, particle size analyses, passing number 200 Sieve, one-dimensional swell tests, soil-lime testing, soluble sulfates, and unconfined compressive strength tests) will be performed on the soil samples.

3. Perform pavement section design based on American Association of State Highway and Transportation Officials (AASHTO) current edition of Guide for Design of Pavement Structures.

3. Provide a signed, sealed and dated geotechnical pavement report which contains, but is not limited to, soil boring locations, boring logs, existing pavement section thickness, laboratory test results, generalized subsurface conditions, groundwater conditions, concrete pavement sections, and geotechnical engineering recommendations for pavement construction.

Utility Coordination

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

Utility Adjustment Plan

Project Common and General Tasks

Cost Estimates:

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

Technical Special Provisions:



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

Field Reviews:

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

Coordination:

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

Public Involvement:

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

Other agency meetings:

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

Post Design Services

Post Design Services include shop drawing review and response to (20 maximum) RFI's and RFM's. Revisions to plans as requested: includes a maximum of 20 sheets or 4 revisions.

Project Management, Construction Engineering, and Inspection

We will act as client representatives in the field, monitor and inspect day-to-day project activities to ensure that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. We will be on-site to resolve issues, including design questions/interpretation of plans, contractor coordination, and quality concerns. Our inspectors will be equipped with all necessary equipment, hardware, and software to appropriately perform inspection tasks. We will track construction progress, contract time and weather delays.

We will assess the quality, appropriateness and acceptability of the materials that are provided, and construction produced by the contractor. We will verify the scope and procedures of testing required for the project, supervise the on-site testing, and analyze test results. Testing and material verification is required on materials including, but not limited to: soil, concrete, asphaltic concrete, steel, selected fill materials, recycled materials, and aggregates.

We will track and log all required documents provided by the Contractor. Our review of these documents will include: constructability reviews to ensure that construction can be accomplished according to the proposed plan, schedule and method; recommendation for approval or rejection of all payment requisitions and any change orders; shop drawing and requests for information distribution and tracking; verify calculations of the designs submitted for temporary works; certify conformance with the contract, plans, and specifications.

In coordination with the City, we will proactively manage public involvement, receive, log and recommend action from public input/calls. We will act as the project liaison with the stakeholders, property owners, contractor and Engineer of Record for each project. We will organize, schedule, and record meeting minutes for all necessary project meetings.

Anticipated meetings for project:

- Pre-Construction Conference
- Utility Coordination

- Weekly Construction Progress/ Look Ahead
- Traffic Control and Phase Change
- Pre-Earthwork
- Pre-Paving
- Schedule Review
- Pre-Event
- Post-Construction/Punchlist
- Final acceptance walkthrough

Inspections Performed for Roadway Projects:

- Daily Jobsite Safety/OSHA compliance
- Oversee concrete cylinder sampling
- Oversee concrete slump testing
- Collect/review concrete delivery tickets
- Confirm/analyze nuclear density testing
- BMP Erosion Control weekly report
- SW3P conformance
- Verify quality control testing
- Traffic control device maintenance
- Spill containment cleanup
- Access continuity
- Work zone hazard
- Plans/specification conformance
- Signing/markings (temp and final)
- Site visitor log
- Equipment utilization log

Construction Engineering Tasks:

- Concrete mix design evaluation
- Concrete admixture ASTM verification
- Concrete cylinder break test review
- Traffic Control shift safety review
- Utility coordination
- Storm preparation management
- Material storage/staging area coordination
- Constructability reviews
- Unforeseen condition mitigation
- Shop Drawing review
- Erection sequence/plan review
- Temporary shoring plan review
- Change Request review
- Field change approval

Project Management and Construction Administration Tasks:

- Contractor payment requisition review
- Budget tracking
- Record keeping
- Public involvement and representation
- Coordination with property owners
- Claims review and resolution



# City of Lucas

## City Council Agenda Request

### March 4, 2021

Item No. 08

Requester: City Attorney Joe Gorfida

#### **Agenda Item Request**

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Discuss pending legislation that is being considered by the 87th Legislature and provide direction to City Staff and City Attorney regarding any proposed legislation.

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

#### **Budget/Financial Impact**

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas City Council Agenda Request March 4, 2021

Requestor: Mayor Jim Olk

## **Agenda Item Request**

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### **Executive Session.**

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

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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NA

## **Motion**

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NA



# City of Lucas City Council Agenda Request March 4, 2021

Item No. 10

Requester: Mayor Jim Olk

## **Agenda Item Request**

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

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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NA

## **Motion**

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NA