



AGENDA **CITY COUNCIL MEETING**

November 7, 2024 | 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, November 7, 2024, beginning at 6:30pm 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 the City Secretary 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

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 October 17, 2024, City Council meeting.

Regular Agenda

4. To discuss installation of a traffic signal at Stinson Road/Parker Road (**Presenter: Councilmember Tim Johnson**)
5. Consider authorizing the City Manager to negotiate and enter into an agreement with JTG Engineering to provide professional services in the amount of \$58,960 for the design of the McGarity Pump Station Ground Storage Tank Repaint Project and to transfer \$58,960 from Unrestricted Water Fund Reserves to account number 21-8210-490.136 for said project. (**Presenter: CIP Manager Patrick Hubbard**).
6. Provide staff direction on scheduling a Strategic Planning Session (**Presenter: City Manager John Whitsell**)
7. Discuss and take possible action to approve Resolution # R 2024-11-00562 authorizing the submittal of a TxCDBG application, committing to providing a \$75,000 match, and committing to following program guidelines. (**Presenter: City Manager John Whitsell**)
8. Consider approving Resolution # R 2024-11-00563 and cast votes for Collin Central Appraisal District Board of Directors. (**Presenter: City Secretary Toshia Kimball**)

Executive Session

9. Executive Session: An Executive Session is not scheduled for this meeting.
10. Reconvene from Executive Session and take any action necessary as a result of Executive Session.
11. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on November 1, 2024.

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 kimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

November 7, 2024

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

November 7, 2024

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

November 7, 2024

Requester: City Secretary Toshia Kimball

Agenda Item Request

Consent Agenda:

- A. Approval of minutes of the October 17, 2024, City Council meeting.

Background Information

NA

Attachments/Supporting Documentation

- 1. Minutes of the October 17, 2024, City Council meeting.

Budget/Financial Impact

NA

Recommendation

City staff recommends approval of the Consent Agenda.

Motion

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



CITY COUNCIL REGULAR MEETING

October 17, 2024 | 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 Chris Bierman - Remote
Councilmember Brian Stubblefield
Councilmember Phil Lawrence
Councilmember Neil Peterson

City Councilmembers Absent:

Councilmember Tim Johnson

City Staff Present:

City Manager John Whitsell
Fire Chief Ted Stephens
City Secretary Toshia Kimball
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
CIP Manager Patrick Hubbard
Public Works Supervisor Jeremy Bogle
Deputy Christopher Ronan

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

Citizen Input

1. Citizen Input

Deborah Jacobs, 1415 Ford Lane, Lucas, Texas, 75002 congratulated Development Services Director Joe Hilbourn and his staff for the road work projects on Ford Lane, Welborn Lane, East Winningkoff Rd, Winningkoff Road and Shady Lane. Ms. Jacobs also requested that the house lighting regulations be re-evaluated. Staff followed up with Ms. Jacobs regarding her request.

Community Interest

2. Items of Community Interest

Mayor Kuykendall read the items of Community Interest:

- Movie in the Park – October 18, 2024, 7pm – 9pm
- Early Voting – October 21st – November 1st
- Lucas Farmers Market – October 26th, 2024, 8 am – 12pm
 - Kids Costume Contest 10am
- Arbor Day and Recycling – November 2, 2024, 9am – 12pm
- Holiday Donation Drive – November 4, 2024 – December 9, 2024

Mayor Pro Tem mentioned that Service Tree nominations are needed and encouraged citizens to apply for the City of Lucas Board and Commissions.

Consent Agenda

3. Consent Agenda:

- A. Approval of minutes of the October 3, 2024, City Council meeting.**

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Stubblefield, to approve Consent Agenda items as presented. The motion passed unanimously by a 6 to 0 vote.

Public Hearing

4. **Consider the appeal of a Planning and Zoning Commission decision denying a change in zoning from R-2 (Residential 2-acre) to R-1.5 (Residential 1.5-acre) on a tract of land being 11.0438 acres of land located in the Skidmore Addition, Lot 2, Block A, Lucas, Collin County, Texas, more commonly known as 725 Stinson Road and approving adopting Ordinance.**

This item was pulled at the request of the applicant.

Regular Agenda

5. **Consider annexing the Brockdale Park boat ramp and immediate surrounding areas contiguous with the city limits.**

Development Services Director Joe Hilbourn presented.

No motion required on this item. The City Council advised staff to move forward with the \$3,500 administrative fee for preparing and processing the annexation documentation.

6. **Consider authorizing the City Manager to the following:**
 1. **Enter into an Interlocal Agreement between the City of Lucas and Lovejoy Independent School District for Paladin Drone Services and Equipment.**
 2. **Enter into an agreement between the City of Lucas, Lovejoy Independent School District, and Paladin Drones, Inc.**

Fire Chief Ted Stephens and Firefighter Paramedic Andrew Fulton presented.

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Stubblefield, to authorize the City Manager to enter into an Interlocal Agreement between the City of Lucas and Lovejoy Independent School District for Paladin Drone Services and Equipment and enter into an agreement between the City of Lucas, Lovejoy Independent School District, and Paladin Drones, Inc. The motion passed unanimously by a 6 to 0 vote.

7. **Consider a budget adjustment to FY 24-25 transferring funds from unrestricted water fund reserves to account # 21-8210-490-133, AMI Meter Upgrade in the amount of \$695,193.93 and authorizing the City Manager to enter into a sole source contract with Core and Main for the implementation and upgrade to our Neptune meter reading system from AMR (Automatic Meter Reading/Drive by collection) to AMI (Advanced Metering Infrastructure/ collected with antennas placed throughout city) in the amount not to exceed \$695,193.93.**

Public Works Supervisor Jeremy Bogle presented.

Deborah Jacobs, 1415 Ford Lane, Lucas, TX 75002 asked if there was going to be a big brother type of setup to monitor water. Development Services Director Joe Hilbourn, Public Works Supervisor Jeremy Bogle, and City Manager John Whitsell provided clarification as to how that is not the case.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Lawrence, to approve a budget adjustment to FY 24-25 transferring funds from unrestricted water fund reserves to account # 21-8210-490-133, AMI Meter Upgrade in the amount of \$604,049.39 not to exceed \$695,193.93 and authorizing the City Manager to enter into a sole source contract with Core and Main for the implementation and upgrade to our Neptune meter reading system from AMR (Automatic Meter Reading/Drive by collection) to AMI (Advanced Metering Infrastructure/collected with antennas placed throughout city) in the amount not to exceed \$695,193.93. The motion passed unanimously by a 6 to 0 vote.

Mayor Kuykendall moved item number 10 prior to agenda item number 8.

- 8. Consider authorizing the City Manager to negotiate and enter into an agreement with Schaumburg & Polk, Inc. (SPI) to provide professional services in the amount of \$32,000 for the design of the Estates Road Eight-Inch Waterline Replacement Project and to transfer \$32,000 from Unrestricted Water Fund Reserves to account number 21-8210-490.134 for said project.**

CIP Manager Patrick Hubbard presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Lawrence, to authorize the City Manager to negotiate and enter into an agreement with Schaumburg & Polk, Inc. (SPI) to provide professional services in the amount of \$32,000 for the design of the Estates Road Eight-Inch Waterline Replacement Project and to transfer \$32,000 from Unrestricted Water Fund Reserves to account number 21-8210-490.134 for said project. The motion passed unanimously by a 6 to 0 vote.

- 9. Consider authorizing the City Manager to negotiate and enter into an agreement with Schaumburg & Polk, Inc. (SPI) to provide professional services in the amount of \$9,500 for the design of the North Pump Station Twelve-Inch Waterline Project and to transfer \$9,500 from Unrestricted Water Fund Reserves to account number 21-8210-490.135 for said project.**

CIP Manager Patrick Hubbard presented.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Lawrence, to authorizing the City Manager to negotiate and enter into an agreement with Schaumburg & Polk, Inc. (SPI) to provide professional services in the amount of \$9,500 for the design of the North Pump Station Twelve-Inch Waterline Project and to transfer \$9,500 from Unrestricted Water Fund Reserves to account number 21-8210-490.135 for said project. The motion passed unanimously by a 6 to 0 vote.

- 10. Receive a presentation on the 2024 update to the Comprehensive Capital Improvement Plan for the City of Lucas and provide direction to the City Manager.**

CIP Manager Patrick Hubbard presented.

Hand out provided.

No motion required for this item.

Executive Session

11. Executive Session:

The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, to review and evaluate the City Manager.

City Council convened into Executive Session at 8:08 pm.

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

City Council reconvened from Executive Session at 8:50 pm.

No action necessary for this item.

13. Adjournment.

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Stubblefield, to adjourn the meeting at 8:50 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

Mayor Dusty Kuykendall

Toshia Kimball, City Secretary



City of Lucas

City Council Agenda Request

November 7, 2024

Item No. 04

Requester: Councilmember Tim Johnson

Agenda Item Request

To discuss installation of a traffic signal at Stinson Rd / Parker Rd.

Background Information

Traffic on Parker Rd and south bound Stinson Rd has increased to the point of traffic backing up on Stinson Rd., to and beyond Shiloh Dr. (2/10 mile) by motorists waiting to turn onto Parker Rd. Primarily due to traffic on Parker Rd. affording few opportunities to safely enter that roadway. Subsequently many motorists are diverting (and speeding) through the neighboring side street. In conversation with Jennifer Vorster (TxDot), she feels that a traffic signal at that intersection is warranted and is a “good location”.

The first step in this process is for the city to request a TxDot Signal Study.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

TBD

Recommendation

Direct city staff to request a TxDot signal study at Stinson Rd / Parker Rd to evaluate the need for a traffic signal at that intersection.

Motion

NA



City of Lucas

City Council Agenda Request

October 17, 2024

Requester: Capital Improvement Projects Manager Patrick Hubbard

Agenda Item Request

Consider authorizing the City Manager to negotiate and enter into an agreement with JTG Engineering to provide professional services in the amount of \$58,960 for the design of the McGarity Pump Station Ground Storage Tank Repaint Project and to transfer \$58,960 from Unrestricted Water Fund Reserves to account number 21-8210-490.136 for said project.

Background Information

The City of Lucas 2023 Comprehensive Capital Improvement Plan (CIP) calls for the completion of four Water projects in Fiscal Year 2024-2025. This was discussed with City Council in the Capital Budget presentation on May 16, 2024, and during the Budget Presentation given on July 18, 2024.

These 4 items are as follows:

- Estates Eight-Inch Waterline Replacement
- **Repaint McGarity 350,000 Ground Storage Tank**
- **Repaint McGarity 200,000 Gallon Ground Storage**
- North Pump Station Twelve-Inch Waterline

Staff received the included proposal from JTG Engineering with the intent to begin design in the first quarter of Fiscal Year 2024-2025.

This project completes necessary maintenance, repairs and repainting of both ground storage tanks at the McGarity Pump Station. It is more practical to design and complete this work as a single project even though they are separated in the CIP. They plan originally kept them separate because it is possible to have completed them in different years. Doing both repaint projects together is more efficient and minimizes water system disruptions.

Attachments/Supporting Documentation

1. Comprehensive CIP Project Description Sheets
2. Project Proposal from JTG Engineering

Budget/Financial Impact

The proposed scope has a fee of \$58,960 broken down as described in the Project Proposal from JTG Engineering included as Attachment 2 to this item. This funding is proposed to come from Unrestricted Water Fund Reserves. The preliminary cost estimates provided in the 2023 CIP and shown in 2023 dollars were \$268,732 for the 350k-gallon GST and \$176,440 for the 200k-gallon tanks. These numbers are subject to inflation given construction is planned for winter of 2025.



City of Lucas

City Council Agenda Request

October 17, 2024

Recommendation

It is the recommendation of staff that City Council approve this request. It is consistent with current plans and discussion to date.

Motion

I make a motion to approve/deny authorizing the City Manager to negotiate and enter into an agreement with JTG Engineering to provide professional services in the amount of \$58,960 for the design of the McGarity Pump Station Ground Storage Tank Repaint Project and to transfer \$58,960 from Unrestricted Water Fund Reserves to account number 21-8210-490.136 for said project.

REPAINT MCGARITY 350,000 GROUND STORAGE TANK				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2024-2025	W-04	Water	Design	Low
FISCAL OVERVIEW				
Estimated Total Cost (2023 Dollars)			Possible Sources of Funding	
\$268,732			General Obligation Bonds	
			Certificates of Obligation	
			Proprietary Fund Reserves	
			Outside Agency Interlocal Agreements/Grants	
PROJECT DESCRIPTION				
Repaint of the McGarity Pump Station's 350,000 Ground Storage Tank.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2024-2025			2025-2026	
PROJECT MANAGER: Public Works Director				



REPAINT MCGARITY 200,000-GALLON GROUND STORAGE TANK				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2024-2025	W-05	Water	Design	Medium
FISCAL OVERVIEW				
Estimated Total Cost (2023 Dollars)			Possible Sources of Funding	
\$176,440			General Obligation Bonds	
			Certificates of Obligation	
			Proprietary Fund Reserves	
			Outside Agency Interlocal Agreements/Grants	
PROJECT DESCRIPTION				
Repainting of McGarity Pump Station's 200,000-gallon ground storage tank.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2024-2025			2025-2026	
PROJECT MANAGER: Public Works Director				



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 McGarity Pump Station Ground Storage Tank Repaint (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) 727-8999

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 24th day of October, 2024 .

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

Basic Services: Professional shall prepare specifications and bidding documents for the repaint and rehabilitation of the two (2) existing ground storage tanks (GST) at the McGarity Pump Station. One of the ground storage tanks is 350,000 gallons and the other GST is 200,000 gallons.

Part I: Project Specifications and Bidding Documents

- A. Prepare Project Notice, Proposal and Bid Schedule, and Standard Construction Contract Documents
- B. Prepare Technical Specifications for the rehabilitation and repaint of both GSTs. Rehabilitation of the GSTs shall address items identified in the inspection reports provided by the City and dated February 23, 2024.
- C. Coordination with Franchise Utilities
- D. Submit PDF set of the Final Specifications and Bidding Documents to the City

Part II: 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.

Part III: Construction Contract Administration

- A. Attend the pre-construction conference including preparation of agenda
- B. Attend up to two (2) 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. Accompany the City during their final inspection of the project.

Part IV: 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. Construction Plans or Details
- C. Environmental impact statements or assessments
- D. Fees for permits or advertising
- E. Fiduciary Responsibility to the City
- F. Field Surveys
- G. On-site safety precautions, programs, and responsibility
- H. Phasing of contractor's work
- I. Preparation of the contractor's Storm Water Prevention Pollution Plan (SW3P)
- J. Providing an on-site representative
- K. Quality control and testing services during construction
- L. Revisions and/or change orders as a result of revisions after completion of original design

EXHIBIT "B"
PROJECT SCHEDULE

Project Milestones	(Approximate) Dates
Complete Technical Specifications & Contract Documents	July 2025
Advertise & Bid Project	August 2025 - September 2025
GST Repaint & Rehabilitation	October 2025 - February 2026

EXHIBIT "C"
COMPENSATION SCHEDULE

Basic Services

Payment for Basic Services described under Exhibit "A" shall be based on a Lump Sum Basis in the amounts provided below.

Phase	Amount
Part I: Project Specifications & Bidding Documents	\$29,920
Part II: Bidding	\$11,440
Part III: Construction Contract Administration	\$17,600
Total Basic Services Fee:	\$58,960

Payments are to be made monthly based on percent complete for lump sum or on actual expenditures for time and materials. The maximum overall fee established herein of \$58,960 shall not be exceeded without written authorization from the City, based on an increased scope of services.

EXHIBIT "D"
INFORMATION TO BE PROVIDED TO THE PROFESSIONAL

1. Ground Storage Tank Inspection Reports
2. Record drawings for city-owned facilities



City of Lucas

City Council Agenda Request

November 7, 2024

Requester: John Whitsell

Agenda Item Request

Provide staff direction on scheduling a Strategic Planning Session.

Background Information

The City Manager is organizing a strategic planning process for the City Council and staff to undertake in the near future. This process will involve a comprehensive evaluation of the current Capital Improvement Plan (CIP) and the Master Thoroughfare Plan, with staff working to ensure alignment between these priorities and the Council's overarching vision. Additionally, the City Council will establish clear goals and priorities for the next 3-5 years, complete with actionable strategies to support their achievement.

To facilitate focused and productive discussions, the City Manager is seeking direction on Council's preferred scheduling format. The options are as follows:

- 1. Three Consecutive Evenings (6:00 pm - 10:00 pm)**
This format spreads sessions across three evenings, allowing for in-depth discussions without prolonged time commitment on any single day.
- 2. Friday Evening and Saturday Session**
This schedule would involve a Friday evening session, followed by a full-day Saturday session, allowing for introductory discussions to lead into a comprehensive planning day.
- 3. Saturday and Sunday Session**
This weekend format would include a full Saturday session and a Sunday afternoon session, offering two days of uninterrupted focus and an opportunity to build momentum.

Each format is designed to support high engagement and attendance, and the City Manager seeks Council's guidance on the most suitable approach.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

Staff seeks direction on scheduling the City Council Strategic Planning Session.

Motion

NA



City of Lucas

City Council Agenda Request

November 7, 2024

Item No. 07

Requester: John Whitsell

Agenda Item Request

Discuss and take possible action to approve Resolution # R 2024-11-00562 authorizing the submittal of a TxCDBG application, committing to providing a \$75,000 match, and committing to following program guidelines.

Background Information

This Resolution is in support of the Community Development Block Grant (CDBG) application. This is a requirement of the grant. The Resolution does mention supporting low-to-moderate income housing. We will support low-to-moderate income housing through this grant and upgrading our water infrastructure in the identified grant area. As discussed, this grant application will focus on the Trinity Park area off of Daytona Ave.

The \$75,000 is the match for the whole grant. It works out as \$75,000 in City funds + \$750,000 in CDBG funds = \$825,000 in total project costs. This includes grant admin, engineering, and construction.

The contracts for the 2025/2026 applications are currently scheduled to have a start date of 2/1/2026 if funded in the first cycle, and 2/1/2027 if funded in the second cycle.

Attachments/Supporting Documentation

Resolution # R 2024-11-00562 Community Development Block Grant

Budget/Financial Impact

None in current budget. All grant match would be in the 25-26 or 26-27 budget.

Recommendation

Approve Resolution as presented.

Motion

I make a motion to approve/deny Resolution # 2024-11-00562 to authorize submittal of a TxCDBG application, committing to providing a \$75,000 match, and committing to following program guidelines.

RESOLUTION # R 2024-11-00562

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Council of the City of Lucas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Lucas to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.
2. That the City of Lucas commits to dedicating no less than 51% of grant funds for activities identified by the state planning region as First Priority.
3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the City of Lucas is committing to provide \$75,000 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this 7th day of November, 2024.

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary



City of Lucas City Council Agenda Request November 7, 2024

Item No. 08

Requester: Toshia Kimball

Agenda Item Request

Consider approving Resolution # R 2024-11-00563 and cast votes for Collin Central Appraisal District Board of Directors.

Background Information

The Collin Central Appraisal District has submitted the official ballot for their nominees to the Board of Directors. The City of Lucas is allotted seven (7) votes which may be cast for one candidate or distribute the votes among any number of candidates listed.

The Collin Central Appraisal District ballot is attached to the letters received from the Collin Central Appraisal District.

Attachments/Supporting Documentation

1. Resolution # R 2024-11-00563
2. Letter and ballot from Collin Central Appraisal District

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve Resolution # R 2024-11-00563 and cast votes for _____ to the Collin Central Appraisal District Board of Directors.



RESOLUTION R 2024-11-00563
[Collin Central Appraisal District Board Directors]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS,
CASTING A VOTE FOR THE COLLIN COUNTY CENTRAL APPRAISAL
DISTRICT BOARD OF DIRECTORS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Central Appraisal District of Collin County is charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin County Appraisal District; and

WHEREAS, the City of Lucas, Texas is entitled up to seven (7) votes by an official resolution to cast votes for the Board of Directors of the Central Appraisal District of Collin County;

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

SECTION 1. That the City Council of the City of Lucas, Texas does hereby vote for the candidate(s) marked on Exhibit A as a member of the Board of Directors of the Central Appraisal District of Collin County.

SECTION 2. That this resolution shall become effective immediately from and after its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 7th day of November, 2024.

City of Lucas, Texas

Dusty Kuykendall, Mayor

ATTEST:

Toshia Kimball, City Secretary



Collin Central Appraisal District

October 24, 2024

Toshia Kimball, City Secretary
Lucas City
665 Country Club Rd.
Lucas, TX 75002

RE: Board of Directors election, one-year term, beginning January 1, 2025

Dear Ms. Kimball:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their surname.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2024, **except taxing units with 250 or more votes.**

Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: Lucas City

NUMBER OF VOTES: 7

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM
BEGINNING JANUARY 1, 2025.

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. Current Board member.
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. Current Board member.



City of Lucas

City Council Agenda Request

November 7, 2024

Item No. 09

Requester: City Council

Agenda Item Request

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

- A. 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

The meeting is closed to the public as authorized by Section 551.071 of the Texas Government Code.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 7, 2024

Item No. 10

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