



AGENDA

City of Lucas City Council Meeting November 15, 2018

7:00 PM

**City Hall – Council Chambers
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, November 15, 2018 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

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

1. Citizen Input (**Mayor Jim Olk**)

Community Interest

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

2. Community Interest. (**Mayor Jim Olk**)

Consent Agenda

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

3. Consent Agenda:
 - A. Consider approving the minutes of the November 1, 2018 City Council meeting. (**City Secretary Stacy Henderson**)

Regular Agenda

4. Consider authorizing the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$104,000 for the design of Stinson Road Project from Parker Road to Bristol Park Road using funds from account 21-8210-491-128. (City Engineer Stanton Foerster)

Executive Session Agenda

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. Closed to the public as provided in the Texas Government Code.

5. Executive Session: There are no items scheduled for Executive Session.
6. 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 8, 2018.

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



City of Lucas City Council Agenda Request November 15, 2018

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request November 15, 2018

Requester: Mayor Jim Olk

Agenda Item Request

2. Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas Council Agenda Request November 15, 2018

Item No. 03

Requester: City Secretary Stacy Henderson

Agenda Item Request

3. Consent Agenda:
 - A. Consider approving the minutes of the November 1, 2018 City Council meeting.

Background Information

Attachments/Supporting Documentation

1. Minutes of the November 1, 2018 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 of Lucas
City Council Meeting
November 1, 2018
7:00 P.M.**

City Hall - 665 Country Club Road – Lucas Texas

MINUTES

Call to Order

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

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Special Projects Coordinator Kent Souriyasak

City Councilmembers Absent:

Councilmember Steve Duke
Councilmember Philip Lawrence

Mayor Olk determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input.

Bill Esposito, 13 North Star asked if there would be any representatives from the internet communications companies that would be speaking at the meeting.

Mayor Olk stated that there would not be representatives present from any of the communication companies, the City would only be reviewing results from the technology survey.

Community Interest

2. Community Interest.

Mayor Olk noted that the Fall Sweep Cleanup/Arbor Day event would be held on November 3 from 8 am to Noon, and that the City would be celebrating its 60th birthday with an open house and other festivities in February of 2019.

Mayor Pro Tem Kathleen Peele explained that she, along with City Manager Joni Clarke and Development Services Director Joe Hilbourn met with the United States Army Corp of Engineers regarding obtaining lease agreements for the Brockdale Park and Highland Park boat ramps and park area. Mayor Pro Tem Peele stated that positive feedback was received at the meeting and further updates would be provided as they progress.

Councilmember Millsap noted that the Blackland Prairie Raptor Center was celebrating their 10 year anniversary with a fundraising event set for November 10.

Councilmember Fisher reminded those in attendance that early voting was available until Friday, November 2 at the Lucas Community Center, and Election Day voting would be available at the Lucas Community Center on November 6, 2018 from 7 am to 7 pm.

Consent Agenda

3. Consent Agenda.

- A. Consider approving the minutes of the October 18, 2018 City Council meeting.
- B. Consider adopting Ordinance 2018-11-00886 amending the Code of Ordinances by amending Chapter 10 titled “Subdivision Regulations” by updating and adopting the revised Capital Improvement Plan and Land Use Assumptions; by amending Article 10.02 titled “Impact Fees” by amending Section 10.02.006 titled “Calculation” by renaming Section 10.02.006 “Calculations of Impact Fees” by replacing Subsection (a) of Section 10.02.006 in its entirety with a new Subsection (a) setting forth “road impact fees by land use” and adding a new Subsection (b) setting forth “water impact fees by meter size” and renumbering the remaining sections of Article 10.02.006; by amending Appendix “C” titled “Fee Schedule” by renaming Article 10.000 titled “Road Impact Fees by Land Use” and by adding a chart setting forth road impact fees by land use; by renaming Article 11.000 titled “Water Impact Fees by Meter Size” and by adding a chart setting forth water impact fees by meter size.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to approve the Consent Agenda as presented. The motion passed unanimously by a 5 to 0 vote.

Regular Agenda

4. Discuss results of the Technology and Communication Survey and authorize the formation of a Community Technology Advisory Board for voluntary residents to consider solutions in improving the City’s technology and internet services.

Special Projects Coordinator Kent Souriyasak gave a presentation reviewing the results of the technology survey. He stated that 400 results had been received and of those approximately half were dissatisfied with their internet service and provider. Mr. Souriyasak discussed how the City was broken into zones for the survey and reviewed the results based on each zone area related to internet provider, delivery method such as fiber, cable, DSL, internet speed, and internet satisfaction. Mr. Souriyasak also reviewed the results related to City communication noting that participants were satisfied with how the City communicated with residents and most used the Lucas

Leader as their main form of communication from the City. Mr. Souriyasak recommended to form a Technology Committee with the purpose of providing recommendations to City Council and the City Manager on issues of community-wide interests relating to information technology and internet services. The committee would research issues, collect public input and strategically encourage affordable access to city-wide technological services. Mr. Souriyasak suggested the board consist of five members and two alternates, consisting of Lucas residents, a City Council liaison and the City I.T. liaison Bill Baxter from Baxter IT.

Councilmember Fisher asked if Grande Communications was located anywhere else within the City besides near City Hall.

Bill Baxter, with Baxter IT, the City's IT consultant, stated that fiber from Grande was only located near FM 1378 at this time.

Councilmember Fisher suggested looking into partnering with other cities to provide better internet services, and this could be a topic of discussion for the committee.

Mr. Baxter explained that he was on the Technology Committee for the Town of Fairview and they were successful in working with Suddenlink to repair a number of issues and adjust equipment to obtain better internet speed for the residents of Fairview.

Mayor Olk explained that the technology survey was the first step in providing an assessment to the City Council regarding where providers were located within the City, what type of service citizens were receiving, and how the City needs to move forward.

Mayor Olk called the following individuals forward that requested to speak.

Rodney Lewis, owner of Data Line Communications out of Wylie stated that his company was located on three towers in Murphy and Wylie and has several customers in the Lucas area. Mr. Lewis explained that his internet service used the latest technology and required line of sight between the towers and the customer of no more than 15 miles in order to provide the best service connection.

Bill Esposito, 13 North Star, stated that he was a Rise broadband customer and worked from home. His internet service was inadequate which made working from home very difficult.

Chad Engbrook, 242 Estelle stated that he had fiber in his front yard; however, he's still not able to receive good internet service and had tried using several companies. Mr. Engbrook stated that he would appreciate any help the City can provide.

Mark Skaggs, 1807 Chatfield, stated that he too had tried several companies to obtain better internet service at his home, and bringing fiber to the area was costly. Mr. Skaggs stated that he has a technology background and would like to serve on the committee to assist in finding better options for Lucas.

Mayor Pro Tem Peele stated that she was in favor of creating an ad hoc committee related to technology and internet services, but suggested the committee consist of one Councilmember to lead the committee giving structure and direction, a City staff member, five Lucas residents, and Bill Baxter from Baxter IT. Mayor Pro Tem Peele stated that alternates were not needed and

appointments for the committee could occur in December along side the regular board appointment process.

Mayor Pro Tem Peele recommended Councilmember Fisher to be the Councilmember liaison and to present the committee's findings once complete. City Council members were in agreement with the suggestions made by Mayor Pro Tem Peele.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to create a Technology Committee consisting of one Councilmember liaison, one City staff member, five Lucas residents, and Bill Baxter from Baxter IT. The motion passed unanimously by a 5 to 0 vote.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Mayor Olk to appoint Councilmember Fisher as the liaison to the Technology Committee. With Councilmember Fisher in agreement to serve, the motion passed unanimously by a 5 to 0 vote.

5. Consider appointing a member to the initial North Central Texas Council of Governments 9-1-1 Emergency Communications District Board.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Baney to appoint Mayor Olk to the North Central Texas Council of Governments 9-1-1 Emergency Communications District Board. The motion passed unanimously by a 5 to 0 vote.

6. Consider cancelling the December 20, 2018 City Council meeting.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Baney to cancel the December 20, 2018 City Council meeting. The motion passed unanimously by a 5 to 0 vote.

Executive Session Agenda

7. Executive Session.

An Executive Session was not held at this meeting.

8. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to adjourn the meeting at 8:14 pm. The motion passed unanimously by a 5 to 0 vote.

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request November 15, 2018

Requester: City Engineer Stanton Foerster

Agenda Item:

Consider authorizing the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$104,000 for the design of Stinson Road Project from Parker Road to Bristol Park Road using funds from account 21-8210-491-128.

Background Information:

During several City Council and other public meetings, the need for Stinson Road to be engineered and reconstructed from Parker Road to Bristol Park Road was determined to be a priority safety improvement for the City of Lucas. A budget of \$2,267,000 was established as part of the \$9,000,000 Certificates of Obligation funded in July 2017. In September of 2017, the professional services of KCI Technologies, Inc. were engaged for the design of the Stinson Road project. In September 2018, the engagement was terminated.

Attachments/Supporting Documentation:

1. Lakes Engineering, Inc. engagement letter dated October 12, 2018
2. Lakes Engineering, Inc. Agreement

Budget/Financial Impact:

This project is funded in the FY 18-19 budget in account 21-8210-491-128. There was approximately \$104,000 left in the KCI contract. These funds will be applied to the Lakes contract.

Recommendation:

City Engineer Stanton Foerster recommends proceeding with the engagement of Lakes Engineering, Inc. for the remaining design of the Stinson Road Project from Parker Road to Bristol Park Road.

Motion:

I make a motion to authorize the City Manager to enter into a professional services contract with Lakes Engineering, Inc. in the amount of \$104,000 for the design of the Stinson Road Project from Parker Road to Bristol Park Road using funds from account 21-8210-491-128.

LAKES ENGINEERING, INC.

October 12, 2018

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

Subject: Stinson Road Paving and Drainage Project Proposal

Dear Mr. Foerster:

We are pleased to submit this proposal for the Stinson Road Paving and Drainage Project. The limits of the project are from E. Parker Road to just south of Bristol Park. The project will include roadway and drainage design and analysis in order to provide all pertinent information in the construction plans, such as Drainage Area Map, Project Layout, Typical Section, Plan, Profile, Culvert Layout, Grading Plan, Cross Sections, Traffic Control, Signing and Pavement Marking, and Quantities. The scope will also include the bid package preparation.

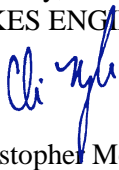
Fee Proposal

Design, Analysis, Plans, Bid Package \$ 104,000.00

Total \$ 104,000.00 (Lump Sum)

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

Sincerely,
LAKES ENGINEERING, INC.



Christopher Meszler, P.E.
Vice-President

enc: Professional Services Agreement

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS:

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

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

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

Article I
Term

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

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

Article II
Scope of Service

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

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

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

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

Article V Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Miscellaneous

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

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

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

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

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: Christopher Meszler, P.E.
Lakes Engineering, Inc.
1903 Central Drive, Suite 405
Telephone: 817-618-3640

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 12th day of October, 2018.

Lakes Engineering, Inc.

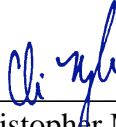
By:  _____
Name: Christopher Meszler, P.E.
Title: Principal

Exhibit "A"

Scope of Services

The scope includes the design for paving and drainage reconstruction of Stinson Road from E. Parker Road to just south of Bristol Park. The project will include roadway and drainage design and analysis in order to provide all pertinent information in the construction plans, such as Drainage Area Map, Project Layout, Typical Section, Plan, Profile, Culvert Layout, Grading Plan, Cross Sections, Traffic Control, Signing and Pavement Marking, and Quantities. The scope will also include the bid package preparation.

Project Schedule

The construction plans for the scope listed above will be completed within 6 weeks of Notice to Proceed. After the City's review, comments will be implemented and final signed and sealed plans submitted within one week of receiving comments.

Compensation Schedule

Services will be provided for the following Lump Sum amounts:

Design and Plans	\$ 104,000.00
Total	\$ 104,000.00

Additional services may be provided with prior authorization provided at an hourly rate of \$120/hr.

Lump sum tasks to be paid in full upon completion or monthly based on task progress reports. Hourly tasks to be paid by monthly invoice for time worked.

Information to be provided to professional

N/A



City of Lucas Council Agenda Request November 15, 2018

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session.

There are no items scheduled for Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA