



Lucas City Council Regular Meeting
February 19, 2015 7:00 PM
City Hall - 665 Country Club Road – Lucas, Texas – 75002-7651

Notice is hereby given that a City of Lucas Regular City Council Meeting will be held on Thursday, February 19, 2015 at 7:00 pm at the 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

Citizens' Input

The Citizens' 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 it 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 at this time but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizens' 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. Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas.

[Councilmember Debbie Fisher and Public Works Director/City Engineer Stanton Foerster, PE]

3. Discussion and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature. **[City Manager Joni Clarke]**

Consent Agenda

All items listed under the consent agenda are considered routine and are recommend 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.

4. Consider the minutes from the January 29, 2015 City Council meeting. **[Administrative Assistant Jennifer Clark]**
5. Consider the approval of amended Ordinance #2015-02-00809 of the City Council of the City of Lucas, Collin County, Texas, ordering a general election to be held on May 9, 2015, for the purpose of electing the Mayor and two (2) City Councilmembers for Seat no. 3 and for Seat no. 4; and ordering a special election for the City of Lucas, to be held on May 9, 2015, for the purpose of electing a City Councilmember to fill a vacancy for the unexpired term for Seat no. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement. **[City Secretary, Stacy Henderson]**

Public Hearings

- No public hearings are scheduled for this meeting.

Regular Agenda

6. Consider accepting the resignation of Lisa O'Leary, Parks and Open Space Board member effective March 1, 2015 and to fill the unexpired term effective June 2015 and fill any vacant position. **[City Council Member Steve Duke]**
7. Consider allowing Andrea Hanley, a Certified Personal Trainer, to hold boot camp classes in the Community Park beginning March 15, 2015 from the hours of 5:30 am to 6:30 am Monday through Friday. **[City Manager Joni Clarke]**
8. Consider allowing the City Manager to enter into a professional service agreement with Metropolitan Infrastructure, PLLC for the design of roadway and two bridges on Blondy Jhune Road in the amount not to exceed

\$260,300.00 and to amend the description of the Capital Improvement Fund line item 21-8210-491-116 to include the “Blondy Jhune Project Design”.
[City Engineer Stanton Foerster, PE]

9. Discuss and consider an application by Bob Roeder on behalf of Lovejoy ISD for an offsite parking agreement for Lovejoy high school. **[Development Services Director Joe Hilbourn]**
10. Discuss and consider assistance from the Firefighter SAFER Grant for the Lucas Fire Department. **[Fire Chief Jim Kitchens]**
11. Discuss and consider the boundaries of the Lucas Fire District and the Interlocal Agreement with Collin County regarding fire and EMS service in Lucas Fire District. **[City Manager Joni Clarke]**

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551, Subchapter D of the Texas Government Code.

12. Discuss pending litigation pursuant to Section 551.071 of the Texas Government Code with the City of Lucas, Texas v. Seis Lagos Utility District (Cause No. 416-05095-1014).

Reconvene into Regular Session

13. Take any action as necessary as a result of the Executive Session.
14. Adjournment.

Certification

I 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 75002-7651 and on the City’s website at www.lucastexas.us by 5:00 p.m. on Friday, February 13, 2015.

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 Jennifer Clark at 972-727-8999 or by email at jennifer@lucastexas.us at least 48 hours prior to the meeting.

LUCAS CITY COUNCIL

Meeting Date February 19, 2015

AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

☐☐

Seat 1 CM Wayne Millsap

☐☐

Seat 2 CM Jim Olk

☐☐

Seat 3 CM Steve Duke

☐☐

Seat 4 CM Philip Lawrence

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Seat 5 CM Debbie Fisher

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Seat 6 MPT Kathleen Peele

☐☐

- Determination of Quorum
- Reminder to silence cell phones
- Pledge of Allegiance

Informational Purposes

City Manager Joni Clarke

☐

City Secretary Stacy Henderson

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Public Works Director Stanton Foerster

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Finance Director Liz Exum

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HR Director Cheryl Meehan

☐

Fire Chief Jim Kitchens

☐

Development Services Director Joe Hilbourn

☐

City Attorney Joe Gorfida, Jr.

☐

Administrative Assistant Jennifer Clark

☐



City of Lucas City Council Regular Meeting February 19, 2015

Name & Title: Administrative Assistant Jennifer Faircloth

Agenda Item:

Citizen's Input.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



City of Lucas

City Council Regular Meeting

February 19, 2015

Name & Title: Councilmember Debbie Fisher, Public Works Director/City Engineer Stanton Foerster, PE, City Manager Joni Clarke

Agenda Item:

Items of Community Interest:

2. Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas.
3. Discussion and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



City of Lucas City Council Regular Meeting February 19, 2015

Name & Title: Administrative Assistant Jennifer Faircloth

Agenda Item:

Consent and approve:

4. Consider approval of the Minutes of the January 29, 2015 City Council meeting.
5. Consider the approval of amended Ordinance #2015-02-00809 of the City Council of the City of Lucas, Collin County, Texas, ordering a general election to be held on May 9, 2015, for the purpose of electing the Mayor and two (2) City Councilmembers for Seat no. 3 and for Seat no. 4; and ordering a special election for the City of Lucas, to be held on May 9, 2015, for the purpose of electing a City Councilmember to fill a vacancy for the unexpired term for Seat no. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement.

Background Information:

Ordinance Background:

The amended ordinance reflects changes to Section 1 pertaining to the extended filing deadline date for the Special Election only. Per the Election Code, the deadline for candidate filing is March 9, 2015.

Attachments/Supporting Documentation:

1. Minutes from the January 29, 2015 City Council Meeting
2. Amended Ordinance 2015-02-00809 ordering a general and special election.

Budget/Financial Impact:

N/A

Recommendation:

Recommend approval.

Motion:

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



**City Council Special Meeting
January 29, 2015, 7:00 PM
City Hall - 665 Country Club Road**

Minutes

Call to Order

Mayor Rebecca Mark called the meeting to order at 7:01 p.m.

Present:

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele (absent)
Councilmember Wayne Millsap	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Debbie Fisher (absent)
Councilmember Philip Lawrence (7:16 p.m.)	

Staff:

Fire Chief Jim Kitchens	Finance Director Liz Exum
City Manager Joni Clarke	Admin Assistant Jennifer Clark
Public Works Dir. Stanton Foerster	
Development Svc. Dir. Joe Hilbourn	

It was determined that a quorum was present.

Everyone was reminded to turn off or silence cell phones.

Councilmember Wayne Millsap led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

Paul Rathgeb, 10 Rollingwood Drive, came forward to urge the Council to reject any proposal that could restrict the rural lifestyle enjoyed by Lucas, including the proposed changes to our Animal Control Ordinance.

Public Hearings

- No public hearings are scheduled for this meeting

Regular Agenda

- 2) Consider the termination of a contract between Southwest Securities, Inc. and the City of Lucas for financial advisory services.

MOTION: Councilmember Wayne Millsap made a Motion to authorize the City Manager to terminate the Financial Advisory agreement with Southwest

Securities effective January 29, 2015. Councilmember Jim Olk seconded the Motion. Motion carried. Vote 5-0

- 3) Consider entering into an agreement with SAMCO Capital Markets, Inc. for public financial services and municipal bond underwriting, sales and trading and authorize the City Manager to execute the agreement.

MOTION: Councilmember Wayne Millsap made a Motion to approve the Financial Advisory contract with SAMCO Capital Markets, Inc. and authorize the City Manager to enter into this agreement. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 5-0

- 4) Presentation, discussion and provide guidance to staff regarding a potential Collector Street Project [**Public Works Director Stanton Foerster, PE and Louis Frisbie, PE, Metropolitan Infrastructure, PLLC**]
- a. Summary of street project process used to identify the necessity of the collector street project.
 - b. Final Report of Initial Street Assessment performed by Metropolitan Infrastructure.
 - c. Action Plan Establishing Project Milestones and Associated Timeline for the Collector Street Project
 - d. Explaining Our Approach to Crucial Project Components and Mitigation of Public Impact
 - Utility & Drainage Component
 - Detours and Traffic Impact
 - Phasing
 - e. Identification of Priority Safety Enhancement Projects
 - Bridge Condition Assessment
 - Possible Bridge Design and Costs
 - Roadway Safety Projects
 - f. Collector Street Project Segments
 - Blondy Jhune Road
 - Winningkoff Road
 - g. Funding Strategies (Financial Advisor Mark McLiney)
 - Possible Issuance of Certifications of Obligation for funding Priority Safety Enhancement Projects
 - Timeline for Issuance of Certifications of Obligation Bonds
 - Possible Issuance of General Obligation Bonds for funding Collector Street Project
 - Updated Timeline (November Election) for Issuance of General Obligation Bonds

5) Receive Citizen Feedback and Comments regarding Potential Collector Street Project

Ronnie Buck, 1960 Winningkoff Road, came forward to speak on safety measures on the narrow roads regarding speed control. Mr. Buck would like to see more enforcement on speed control to make the roads safer.

Tim Baney, 1865 Shady Lane, came forward to ask if the engineering width versus the comfort width of the S curve on Winningkoff currently meet engineering standards. If this road meets the engineering width I am afraid. This is a scenario that needs to be repaired immediately. The S curve makes this a very uncomfortable road to drive.

Thomas Kufman, 1600 Tokalan Court, came forward to strongly urge Council to keep the tree lined roads in order to keep the property values up.

Ilene Mougler, 651 Stinson Road, came forward to ask that whatever repairs are made to other roads should set a precedence for Stinson Road. As development progresses in Lucas our roads are taking a beating from the heavy trucks. I encourage the builders and developers to be responsible for repairing the damage they have caused.

Christine Churchill, 1125 Brockdale Park, I like the idea for keeping the canopy area for the horses. Another thing mentioned was making it less attractive for faster driving on Stinson Road. Could this be done on Winningkoff? Anything that could be done to slow traffic on Winningkoff would be appreciated.

Paul Rathgeb, 10 Rollingwood Drive, came forward to say safety first. The s curve on Winningkoff is collapsing and split into and falling apart. Anything that is splitting and falling apart under the weight of cars should be looked into is a concern to me. I applaud the "keep it country" feel and wanting to preserve the existing footprint.

Don Kendall, 285 East Forest Grove Road, came forward to applaud the City Council for putting together a plan to get our roads fixed. Another thing I do feel we need is a minimum of 12 feet for safety. On Forest Grove we need to add a turn lane onto Country Club Road. I hope you are planning for turn lanes on all major intersections.

Donna Carmickle, 2655 County Road 321, the S curve was a not good option. If you want to slow traffic maybe taking out the medians would help. At County Road 321 the ditch is very deep and the water is pooling up there. Water running over the brand new pavement destroying that new pavement. If the City wants to do horse trails reach out to Trinity Trails Preservation Associations and they will assist you with that.

Tracy Matern, 2 Choice Lane, came forward to say the Forest Grove curve is expensive, unnecessary, and dangerous we don't need them, please do not put anymore in.

Carol Winston, 315 East Blondy Jhune, on the corner of one of the bridges is a 200 year old pecan tree what is being considered? Public Works Director Stanton Foerster stated we have historically avoided trees like this one we will work around this tree.

- 6) Consider the identification of priority safety enhancement projects, design elements pertaining to identified segments of Blondy Jhune and Winningkoff Roads, funding strategies and provide guidance to staff regarding our approach and action plan for the City's potential Collector street project.

City Manager Joni Clarke commented that staff has some consensus in a two phase approach. The reconstruction of the two bridges on Blondy Jhune and the s curve would be something we need to take immediate action on. We are really anxious to move on to the design work with Louise Frisbie with Metro Metropolitan Infrastructure. Staff would like to get together some solid costs figures and the immediate safety enhancement projects.

Mayor Rebecca Mark explained the difference between a certificate of obligation and a bond. A Certificate of Obligation is something that Council could issue; however issuing a bond would require an election. I am very much in favor of moving ahead as soon as possible.

Councilmember Wayne Millsap stated this bond election will increase our tax rate. We could spread this out over a number of years. I would like some input on concrete versus asphalt. I think with concrete you don't have to make the road as wide and you could color the concrete. We need to make that decision before we let the project out.

Peggy Rusterholtz, 215 West Blondy Jhune Road, I live on the south side of Blondy Jhune roundabout are good to slow drivers down for that small portion of the road. However, drivers are going to speed up to it and when they have driven through the roundabout. The bridges you are talking about widening on Blondy Jhune there are still homeowners that own to the center of the road. I would encourage you to look into this very carefully. Public Works Director Stanton Foerster commented that when we construct a road we pay very close attention to details. Prescriptive right away is the term when homeowners own to the center of the road. The key to speed is straight, flat, and wide roads.

Catherine Habib, 11 Pecan Grove Circle, before this meeting I was concerned about roundabouts slowing down traffic. Would stop signs detour more drivers from using Lucas roads as a cut through? Public works Director Stanton Foerster commented State law makes it clear stop signs should not be used to control speed.

Christine Churchill, 1125 Brockdale Park, I am a taxpayer each roundabouts you are proposing has a cost of \$350,000, and as a tax payer that is a lot of money. When a stop sign could fix the problem for under a \$100.

Tim Baney, 1865 Shady Lane, I understand that an engineer could build anything but taking more land does not set well with me. I moved out here for the narrow roads and I don't think roundabout fit here.

Mayor Rebecca Mark commented that we need to give staff the latitude to bring the very best options. City Staff has a very difficult balancing act and trying to please everybody. Then taking all those concerns in the safest, and the most cost effective way. Mayor Rebecca Mark went on to say go ahead and authorize the study. As a City Council we need to and keep our thought and options open and flexible. I would ask all of our residents do the same keeping their open mind as we go into this study.

City Manager Joni Clarke will work with Louis Frisbie of Metropolitan Infrastructure and Public works Director Stanton Forester to pull together the safety enhancements that need to be made and place this item on the March 19th City Council agenda.

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551, Subchapter D of the Texas Government Code.

- An Executive Session is not scheduled for this meeting.

Reconvene into Regular Session

7) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 9:34 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 5-0.

These minutes were approved by a majority vote of the City Council on February 19, 2015.

Rebecca Mark
Mayor

ATTEST:

Jennifer Clark, TRMC
Administrative Assistant

ORDINANCE # 2015-02-00809
[Calling for May 9, 2015 General and Special Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING AND RESTATING ORDINANCE #2015-02-00809 APPROVED AND ADOPTED BY THE CITY COUNCIL ON FEBRUARY 5, 2015; ORDERING A GENERAL ELECTION TO BE HELD ON MAY 9, 2015, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 3 AND SEAT NO. 4; AND ORDERING A SPECIAL ELECTION FOR THE CITY OF LUCAS, TO BE HELD ON MAY 9, 2015, FOR THE PURPOSE OF ELECTING A CITY COUNCILMEMBERS TO FILL A VACANCY FOR THE UNEXPIRED TERM FOR SEAT NO. 2; INCLUDING THE FILING DEADLINES FOR THE GENERAL AND SPECIAL ELECTION; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 5, 2015 the City Council for the City of Lucas passed Ordinance #2015-02-00809 calling for a General and Special Election and the Ordinance stated the filing deadline for the General Election; and

WHEREAS, the City Council desires to amend and restate the Ordinance to also include the filing deadline for the Special Election.

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

Section 1. A General and Special election is hereby ordered for May 9 2015, for the purpose of electing the Mayor and two (2) Lucas City Councilmembers for Seat No. 3 and Seat No. 4, each such term being for a period of three (3) years; and, for the purpose of electing a Councilmember to fill the vacancy for the unexpired term for Seat No. 2. The filing period for the General Election shall begin on January 28, 2015, and end on February 27, 2015, at 5:00 p.m. in accordance with State Law. The filing period for the special election for Seat No. 2 shall begin on Friday February 6, 2015 and end on Monday March 9, 2015, at 5:00 p.m.

Section 2. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 9, 2015. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

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

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

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

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

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on May 1, 2015.

Early voting for the General and Special Election shall begin on Monday, April 27, 2015, and end Tuesday, May 5, 2015, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be as set forth below:

Dates	Hours
Monday, April 27, 2015 Through Wednesday, April 29, 2015	8:00 A.M. to 5:00 P.M.
Thursday, April 30, 2015	8:00 A.M. to 7:00 P.M.
Friday, May 1, 2015 and Saturday, May 2, 2015	8:00 A.M. to 5:00 P.M.
Monday, May 4, 2015 and Tuesday, May 5, 2015	7:00 A.M. to 7:00 P.M.

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

Section 5. The City Secretary shall present the General and Special Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Mayor and Councilmember for Seat No. 3; Councilmember for Seat No. 4; and Councilmember for the unexpired term for Seat No. 2 that receives a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be ordered by the City Council in accordance with the Lucas City Charter and State law.

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

APPROVED AND ADOPTED by the City Council of the City of Lucas this 19 day of February, 2015.

Rebecca Mark, Mayor

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(01-29-15/69992)



City of Lucas Council Agenda Request February 19, 2015

Name & Title: City Council Member Steve Duke

Agenda Item:

Consider accepting the resignation of Lisa O'Leary, Parks and Open Space Board member effective March 1, 2015 to fill the unexpired term effective June, 2015 and fill any vacant position.

Background Information:

Attachments/Supporting Documentation:

1. Lisa O'Leary's resignation letter
2. Board Application Listing

Budget/Financial Impact:

N/A

Recommendation:

Council member liaison Steve Duke recommends filling the vacated position with Alternate Member, Kenneth Patterson and filling the vacated Alternate position with Amber Patteson.

Motion:

I make a motion to approve/deny accepting the resignation of Lisa O'Leary, Parks and Open Space Board member effective March 1, 2015 and filling the unexpired term with Alternate Member Kenneth Patterson and also appointing Amber Patteson to the vacant Alternate position.

From: **Joni Clarke** jclarke@lucastexas.us
Subject: FW: resignation letter
Date: February 3, 2015 at 2:15 PM
To: City Council CityCouncil@lucastexas.us
Cc: Joe Hilbourn JHilbourn@lucastexas.us, Stacy Henderson shenderson@lucastexas.us, Jennifer Clark jennifer@lucastexas.us, Parks Parks@lucastexas.us

Mayor and Council,

Staff has received a resignation letter from Ms. Lisa O'Leary effective March 1st. We will prepare an agenda item for the City Council for February 19th to accept the resignation and provide guidance to staff on how you would like to proceed with filling this unexpired term.

Joni Clarke
City Manager
City of Lucas
jclarke@lucastexas.us

NEW DIRECT TELEPHONE NUMBER: 972-912-1212
Cell: 956-433-1272

From: Lisa O'Leary
Sent: Tuesday, February 03, 2015 1:39 PM
To: Joni Clarke
Subject: resignation letter

Joni and Jennifer,

It has been an honor and a privilege working with everyone on the Board of Park and Open Spaces. I feel like we have done a lot already this year. We are engaged in many programs that will make this community a better place to live. It is with a sad heart, that I Lisa O'Leary will no longer be able to fulfill my duties as a board member for the Parks and Open Spaces of Lucas County. I am moving out of the state. Effective March 1st 2015

Thank You,

Lisa O'Leary

Volunteer Board Application Listing

Name	Board of Adjustment	Parks and Open Space Board	Planning and Zoning Commission	Comments
Amber Patteson	3	1	2	
Rick Thompson	2	1	3	
Larry Essary	3	2	1	
Tracy Fossler	3	2		1st choice was City Council
Janice Stebenne	3	2	1	No show for interviews on 10/23/14
Amin Bata	2	3	1	
Don Hunter	2	3	1	No show for interviews on 10/23/14
David Kuo, M.D., PhD.	2	3	1	



City of Lucas Council Agenda Request February 19, 2015

Name & Title: City Manager Joni Clarke

Agenda Item:

Consider allowing Andrea Hanley, a Certified Personal Trainer, to hold boot camp classes in the Community Park beginning March 15, 2015 from the hours of 5:30 am to 6:30 am Monday through Friday.

Background Information:

The boot camp would begin March 15, 2015 and operate Monday through Friday 5:30am to 6:30am with setup for the class beginning at approximately 5:15am. Classes would operate for four (4) weeks at a time with a one week break in between class sessions. Currently no more than 30 people would be attending the class and any equipment would be provided by the Personal Trainer.

Ms. Hanley is a resident of Wylie and is a Certified Personal Trainer with NASM. She obtained instructor certification through Adventure Boot Camp. Ms. Hanley is insured for \$2,000,000 and would include the City on her insurance policy. All participants would be required to sign liability waivers and the City would be included as part of the waiver.

Ms. Hanley conducted her former boot camp location at Messiah Lutheran Church in Plano and has also spoken with the Lucas Fire Department regarding her proposal.

Attachments/Supporting Documentation:

1. Email correspondence
2. Parks and Open Space Ordinance

Budget/Financial Impact:

NA

Recommendation:

Provide guidance to Staff.

Motion:

I move to approve/deny allowing Andrea Hanley, a Certified Personal Trainer, to hold boot camp classes in the Community Park from the hours of 5:30 am to 6:30 am Monday through Friday.

Joni Clarke

From: Andrea Hanley <andrea_hanley@yahoo.com>
Sent: Tuesday, February 03, 2015 11:37 AM
To: Joni Clarke
Subject: Boot Camp in the City Hall Park

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Clarke

Thank you for taking the time to consider my proposal. The boot camp would be M-F 530-630AM. I would arrive 15-20 mins early to set up. I currently have a cap of 30 people on my class. We do various exercises using both body weight, dumbbells and equipment I bring.

I would always treat the park with the same respect I would treat my own equipment. If it would help I would be happy to provide references. I don't know if you have ever heard of Babe's Chicken, but I have worked for them for 11 years. I know my managers would be more than happy to provide references for me, as well as some of my former boot camp clients. My former boot camp location was Messiah Lutheran Church and I'm sure the activities director there would provide a reference as well.

I am a Certified Personal Trainer with NASM and I also have an extra instructor certification through Adventure Boot Camp. I am insured for 2 million dollars and would include the city on my insurance policy. I also require all participants to sign liability waivers and would include the city in those as well. I strive to never need the insurance policy, but am covered for accidents that are beyond my control.

I appreciate your help in the manner, as finding a location for this camp has proven difficult. I have spoken to Ethan in the Lucas Fire Department and he believes Lucas to be an ideal place for a boot camp. I am very excited to get this started!

Thank you,
Andrea Hanley
LTF Women's Boot Camp
Owner/ Instructor

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

ORDINANCE # 2014-12-00803
[AMENDING CODE OF ORDINANCE CHAPTER 1, ARTICLE
1.09, PARKS AND RECREATION]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED “GENERAL PROVISIONS” BY AMENDING ARTICLE 1.09 TITLED “PARKS AND RECREATION” BY AMENDING DIVISION 2 TITLED “PARK AND OPEN SPACE BOARD” BY PROVIDING REVISED REGULATIONS FOR THE QUALIFICATIONS AND DUTIES FOR THE PARK AND OPEN SPACE BOARD MEMBERS; BY AMENDING DIVISION 3 TITLED “PARK RULES” BY AMENDING SECTION 1.09.062 TITLED “CONDUCT IN PARKS” BY PROVIDING ADDITIONAL REGULATIONS FOR CITY PARKS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 1 titled “General Provisions”, by amending Article 1.09 titled “Parks and Recreation”, to read as follows:

“ARTICLE 1.09 PARKS AND RECREATION

Division 1. Generally

Secs. 1.09.001-1.09.030 Reserved

Division 2. Park and Open Space Board

Sec. 1.09.031 Established; composition; qualifications of members

There is hereby created and established the city parks and open space board. The board shall consist of five (5) regular voting members, including a chairperson, and two (2) alternate members. The board members shall be appointed by the city council for a term of two (2) years, and shall serve until their successor is appointed. The alternate board members may participate in the board discussions; however, the alternate board members shall only vote in the absence of a

regular board member, as determined by the chairperson. Board members shall reside in the city for at least six (6) months preceding appointment day.

Sec. 1.09.032 Reserved

Sec. 1.09.033 Removal of members; filling of vacancies

The members of the park and open space board may be removed at any time by a majority vote of the city council with or without cause. Any vacancy in the board shall be filled by the city council for the unexpired term of the member whose place has become vacant.

Sec. 1.09.034 Meetings; quorum

The park and open space board shall hold at least one (1) quarterly meeting. Such meeting shall be held on a day of the month approved by the board. Special meetings may be called by the chairman, by the city manager, or, if requested, by at least four (4) board members. A simple majority of the board shall constitute a quorum. A vote of the simple majority of the quorum shall be required for any action taken by the board. Such meetings shall comply with the Texas Open Meetings Act.

Sec. 1.09.035 Officers

(a) Election. A chairman and vice-chairman shall be selected annually, preferably at the first regular meeting of the fiscal year.

(b) Duties of Officers.

- (1) Chairman. It shall be the duty of the chairman to preside at all meetings of the board and to call special meetings.
- (2) Vice-chairman. It shall be the duty of the vice-chairman to perform the duties of the chairman during any absence.

Sec. 1.09.036 Duties

(a) The board shall serve in an advisory capacity to the city council in all matters relating to the parks and open space of the city. The board shall also make recommendations to the city council on the implementation of beautification programs and projects to enhance the natural beauty of Lucas.

(b) The board shall review, study and make recommendations to the city manager or designee for priorities of projects or activities to be included in future parks, open space and beautification projects and programs. Board input and guidance on parks and open space should be incorporated into the parks and open space master plan which also includes the identification of the city's trail network and possible locations of trailheads. Such master plan shall be considered, revised and maintained with technical assistance and recommendations of the city

manager or designee. The parks and open space master plan shall be reviewed at least annually by the board.

(c) Based on the park and open space master plan and the identification of beautification projects by the board, a five-year capital improvement program should be developed for consideration by the city council and coordinated with the city manager or designee and the finance department.

(d) The board should review fees relating to the use of parks on an annual basis, making recommendations to the city manager or designee for consideration during the budget process. The board shall study budget proposals on an annual basis and recommend inclusion or exclusion of budget items to the city manager or designee.

(e) The board should review park rules and policies on an annual basis, making recommendations to the city manager or designee.

(f) The board should assist in educational and community outreach programs to help facilitate litter prevention, preservation of open space, encouragement of community advocacy relating to beautification and the establishment of partnerships to help with the overall aesthetic appeal of Lucas.

(g) The board should help ensure a high quality of life for Lucas residents by coordinating special events that provide a mechanism to create a sense of community spirit and enjoyment.

(h) The board may establish additional policies and guidelines upon approval by the city council.

(i) The board shall study and make recommendations to the city council on any other matters as requested by the city council.

Sec. 1.09.037 Attendance Policy

To ensure that the board has sufficient members present to transact business, board members and alternates shall maintain a record of at least 75% attendance at the official meetings of the board.

A review of each board member's attendance will be conducted at the time the member's reappointment. If at the time of reappointment, the attendance record of the member is below 75% for their last appointed term, the staff and Chair will review the attendance record with the board member and will then provide a written board attendance report to the City Council. Upon review of the written report, the City Council may ask to meet with the member concerning the ability to continue to meet the attendance requirements. The outcome of the review of the report and/or the interview with the member will be considered in the reappointment process.

Secs. 1.09.038–1.09.060 Reserved

Division 3. Park Rules

Sec. 1.09.061**Penalty**

Any person, firm or corporation violating any of the provisions of this division shall be deemed guilty of a misdemeanor, and upon conviction in the municipal court of the city shall be subject to a fine as provided in section 1.01.009 of this chapter for each offense.

Sec. 1.09.062**Conduct prohibited in parks**

As used in this division, “city park” or “park facility” shall mean any area in the city owned or used by the city, or by the city jointly with any other governmental or private entity, devoted to active or passive recreation, and includes but is not limited to athletic fields, recreation areas, community center property, and those areas designated as city parks. The following acts, omissions or conduct are prohibited within the limits of all city parks and no person, firm or corporation shall engage in, commit, cause, or suffer the following acts, omissions or conduct:

- (1) To enter or remain in any park facility between the hours of 11:00 p.m. and 5:00 a.m. unless different hours for the park facility have been designated. All soft surface trails shall be closed from dusk until dawn where on-site signage is posted, unless different hours have been posted;
- (2) To allow any pet or animal to run at large or fail to keep a pet or animal restrained by a leash, chain or cord not more than six (6) feet long;
- (3) To dump or litter in any park. All persons shall use receptacles provided for the deposit of refuse;
- (4) To tie or restrain an animal by attaching its leash to fencing, trees, benches, bleachers, pole or other park facility infrastructure;
- (5) To operate a motor vehicle within any city park in any area not designated as a roadway for vehicular traffic (for the purposes of this subsection, “motorized vehicle” means any vehicle or conveyance which is self-propelled) which would exclude electronic wheelchairs or electric scooters for the disabled;
- (6) To use or ride on a skateboard within a city park;
- (7) To possess, use, discharge or employ any fireworks, firearm, BB gun, air gun, bow-and-arrow, or slingshot;
- (8) To sell, possess or consume any alcoholic beverage;
- (9) To erect, post, distribute, or place any advertising material, sign, circular, or handbill without the prior permission of the city;
- (10) To practice, conduct, or carry on any commercial activity, trade or business activity without the prior written permission of the city;

- (11) To cause, create or maintain any nuisance or engage in any conduct or activity that unreasonably disturbs persons of ordinary sensibilities;
- (12) To use any type of sound amplification devices which include but are not limited to loudspeakers, amplifiers or microphones without the written permission of the city;
- (13) To ascend, descend, operate, or launch any aircraft, including but not limited to hot air balloons, airplanes, paraplanes, ultralight aircrafts, helicopters, drones, remote/radio controlled devices and gliders;
- (14) To hit golf balls of any type in a park facility;
- (15) To camp overnight in or upon any park facility;
- (16) To enter onto a reserved facility or area, or a location where scheduled activities are occurring, during the period that the area or facility is reserved or during the scheduled activity and remain or return there after the person has been given notice to leave. Reserved facilities and areas, and scheduled activities, include but are not limited to: athletic fields and pavilions;
- (17) To make or kindle a fire except in public stoves, grills, fire pits, or designated areas provided for that purpose. Fires shall not be left unattended and must be extinguished prior to departure. The City Manager may prohibit all fires in public parks during those periods that he, in his sole discretion, determines that extreme dry weather, high winds or other conditions endanger public health and safety;
- (18) To use or consume any tobacco products within a park facility; or
- (19) To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.”

Section 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

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

Section 4. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 4th DAY OF DECEMBER, 2014.



APPROVED:

A handwritten signature in cursive script, reading "Rebecca Mark", written over a horizontal line.

Rebecca Mark, Mayor

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Joseph J. Gorfida, Jr.", written over a horizontal line.

Joseph J. Gorfida, Jr., City Attorney
(11-18-14/69190)

ATTEST:

A handwritten signature in cursive script, reading "Joni Clarke", written over a horizontal line.

Joni Clarke, Interim City Secretary



City of Lucas Council Agenda Request February 19, 2015

Name & Title: Public Works Director/City Engineer Stanton Foerster, PE

Agenda Item:

Consider authorizing the City Manager to enter into a professional service agreement with Metropolitan Infrastructure, PLLC for the design of roadway and two bridges on Blondy Jhune Road in the amount not to exceed \$260,300.00 and to amend the description of the Capital Improvement Fund line item 21-8210-491-116 to include the "Blondy Jhune Project Design".

Background Information:

At the February 5, 2015, Lucas City Council Meeting, staff was given direction to proceed with selecting a professional engineering firm to provide for the design of Blondy Jhune Road bridges and roadway.

Attachments/Supporting Documentation:

1. Professional Services Agreement
2. Exhibit A part 1 of 2
3. Exhibit A part 2 of 2
4. Exhibit C

Budget/Financial Impact:

During the adoption of the fiscal year 2014/2015 budget, \$300,000 in impact fees were designated for use in the design of the FM 1378/FM 3286 Intersection. Staff is proposing that \$260,300 be used for the design of the Blondy Jhune Road bridges and roadway, leaving a balance in the line item of \$39,700 to explore possible solutions to the FM 1378/FM 3286 Intersection.

Recommendation:

Staff recommends approval of the MI design agreement and amendment to the line item description.

Motion:

I move to approve/deny authorizing the City Manager to enter into a professional service agreement with Metropolitan Infrastructure, PLLC for the design of roadway and two bridges on Blondy Jhune Road in the amount not to exceed \$260,300.00 and to amend the description of the Capital Improvement Fund line item 21-8210-491-116 to include the "Blondy Jhune Project Design".

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 Metropolitan Infrastructure, PLLC, a professional engineering company ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires in connection with the Design of the Roadway and two Bridges on Blondy Jhune Road (the "Project") to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") on the terms and conditions set forth in this Agreement; and

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

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

Article I
Term

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

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

Article II
Scope of Service

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

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

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

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 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 "B".~~ There is no Exhibit B for this Agreement.

Article IV Compensation and Method of Payment

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

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

Article V

Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI

Miscellaneous

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

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

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

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

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

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

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

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

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

If intended for City:

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

With Copy to:

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

If intended for Professional:

Attn: _____

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.

(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

Exhibit A 1of2 MI Blondy Jhune Scope of Services 021915.pdf

Exhibit A 2of2 MI Blondy Jhune Scope of Services 021915.pdf



METROPOLITAN INFRASTRUCTURE, PLLC

9601 White Rock Trail, Suite 204

Dallas, TX 75238

(214) 341-1501 office

(214) 534-7830 cell

(214) 341-1640 fax

lrfrisbie@metroinfrastructure.com

Mr. Stanton Foerster, PE

Public Works Director

City of Lucas

665 Country Club Road

Lucas, TX 75002

Re: Proposal for Design of Roadway and Two Bridges on Blondy Jhune Rd

MI 15002

Dear Mr. Foerster,

Metropolitan Infrastructure is pleased to submit this proposal to prepare a set of construction plans (PS&E) for improvements to the two existing bridges on Blondy Jhune Road. The scope of services to be performed by Metropolitan Infrastructure, PLLC is summarized below.

Surveying Services

- ❖ Obtain topographic features along Blondy Jhune Road for a distance of 6600 LF, starting from approximately 1700 LF east of FM1378 (Country Club Road) to Winningkoff Road. The survey will include the two existing bridges as well as cross sections along the channel at 500', 200', 100' and at the right-of-way, upstream and downstream of the bridges. Topography will extend to about 60' on each side of the roadway.

Engineering Services

- ❖ Project Manager shall coordinate with City's Director of Public Works to ensure that the proposed design is acceptable to the City of Lucas.
- ❖ Engineers shall gather and analyze data to determine requirements and constraints as they relate to the design of the proposed roadway, channel and bridge improvements. This data shall include a geotechnical investigation with a minimum of two soil borings per site.
- ❖ MI's staff will prepare Plans, Specifications & Estimates for review and approval by City. Plans shall include Cover/Index, General Notes, Tabulation of Quantities, Typical Sections, Project Layout, Roadway Plan and Profiles, Drainage Area Maps with calculations, Hec-Ras Analysis of channels at bridges, Culvert Layouts, Bridge Layouts, Bridge Details, Channel Slope Stabilization, Traffic Control Plans / Detouring, Erosion Control Plans/SWPPP, Tree Protection Plans and Cross Sections for roadway improvements. PS&E package shall also include specifications and opinions of probable construction costs.

- ❖ Assist City during advertisement and bidding process.

Fees

MI proposes to complete the aforementioned scope of services for the fees provided below.

Section II (western bridge section)

❖ Topographic Surveying Services	\$ 18,500
❖ Geotechnical Report	\$ 7,500
❖ Engineering Services	<u>\$ 67,100</u>
TOTAL FIXED FEE:	<u>\$ 93,100</u>

Section III (roadway section between bridges)

❖ Topographic Surveying Services	\$ 21,500
❖ Geotechnical Report	\$ 7,500
❖ Engineering Services	<u>\$ 48,100</u>
TOTAL FIXED FEE:	<u>\$ 77,100</u>

Section IV (eastern bridge section)

❖ Topographic Surveying Services	\$ 15,500
❖ Geotechnical Report	\$ 7,500
❖ Engineering Services	<u>\$ 67,100</u>
TOTAL FIXED FEE:	<u>\$ 90,100</u>

Total Fees (roadway and two bridges)	<u>\$260,300</u>
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Assumptions

The following assumptions have been made in preparing this agreement:

- ❖ Preparation of environmental assessments /documents is not included in this proposal
- ❖ Preparation of utility modifications or relocations is not included in this proposal
- ❖ Construction Management is not included in this proposal

Best regards,

Louis Frisbie, P.E.
Project Manager/President

**Exhibit “B”
Project Schedule**

There is no Exhibit B for this Agreement.

Exhibit "C"
Compensation Schedule

Exhibit C MI Blondy Jhune Compensation Schedule 021915.pdf

Blondy Jhune Roadway and Bridges

pg 1

Fees West Bridge - Section II

Topographic Survey	\$	18,500.00
Geotechnical report w/ 2 borings	\$	7,500.00
Plans:		
Cover/Index	\$	500.00
General Notes - Quantity Summary	\$	1,000.00
Typical Sections	\$	1,000.00
Project Layout	\$	1,200.00
Roadway Plan Profiles (5 PP shts)	\$	10,000.00
Drainage Area Map & Calculation	\$	2,500.00
Culvert Layouts	\$	5,000.00
HecRas Analysis	\$	7,500.00
Bridge Layout	\$	7,500.00
Bridge Details	\$	7,500.00
Channel Stabilization (gabions)	\$	7,500.00
Traffic Control Plan / Detouring	\$	4,500.00
Erosion Control Plans	\$	2,500.00
SWPPP	\$	2,500.00
Tree Protection / Tree Mitigation	\$	2,500.00
Construction Cost Est	\$	750.00
Specifications	\$	750.00
Bid Package Assembly	\$	1,200.00
Bidding Phase Assistance	\$	1,200.00
	\$	93,100.00

Fees Roadway - Section III

Topographic Survey	\$	21,500.00
Geotechnical report w/ 2 borings	\$	7,500.00
Plans:		
Cover/Index	\$	500.00
General Notes - Quantity Summary	\$	1,000.00
Typical Sections	\$	1,000.00
Project Layout	\$	1,200.00
Roadway Plan Profiles (7 PP shts)	\$	17,500.00
Drainage Area Map & Calculation	\$	3,500.00
Culvert Layouts	\$	5,000.00
Drainage details	\$	2,500.00
Traffic Control Plan / Detouring	\$	4,500.00
Erosion Control Plans	\$	2,500.00
SWPPP	\$	2,500.00
Tree Protection / Tree Mitigation	\$	2,500.00
Construction Cost Est	\$	750.00
Specifications	\$	750.00
Bid Package Assembly	\$	1,200.00
Bidding Phase Assistance	\$	1,200.00
	\$	77,100.00

Fees East Bridge - Section IV

Topographic Survey	\$	15,500.00
Geotechnical report w/ 2 borings	\$	7,500.00
Plans:		
Cover/Index	\$	500.00
General Notes - Quantity Summary	\$	1,000.00
Typical Sections	\$	1,000.00
Project Layout	\$	1,200.00
Roadway Plan Profiles (4 PP shts)	\$	10,000.00
Drainage Area Map & Calculation	\$	2,500.00
Culvert Layouts	\$	5,000.00
HecRas Analysis	\$	7,500.00
Bridge Layout	\$	7,500.00
Bridge Details	\$	7,500.00
Channel Stabilization (gabions)	\$	7,500.00
Traffic Control Plan / Detouring	\$	4,500.00
Erosion Control Plans	\$	2,500.00
SWPPP	\$	2,500.00
Tree Protection / Tree Mitigation	\$	2,500.00
Construction Cost Est	\$	750.00
Specifications	\$	750.00
Bid Package Assembly	\$	1,200.00
Bidding Phase Assistance	\$	1,200.00
	\$	<u>90,100.00</u>
Total		<u>\$ 260,300.00</u>

Exhibit “D”
Information to be provided to professional

There is no Exhibit D for this Agreement.



City of Lucas City Council Regular Meeting February 19, 2015

Name & Title: Development Services Director Joe Hilbourn

Agenda Item:

Discuss and consider an application by Bob Roeder on behalf of Lovejoy ISD for an off-site parking agreement for Lovejoy High School.

Background Information:

The City of Lucas and Lovejoy ISD had previously entered into a Memorandum of Understanding regarding the installation of parking spaces. Lovejoy High School has adequate parking for everyday use of their facilities but lacks the needed parking spaces during special events such as football games. This agreement for off-site parking will satisfy the need for additional parking required during these special events.

Attachments/Supporting Documentation:

1. Memorandum of Understanding
2. Emails from previous City Manager and City Attorney relating to off-site parking regulations.
3. Off-Site Parking Agreement

Budget/Financial Impact:

N/A

Recommendation:

Approve as presented

Motion

I make a motion to Approve/Deny an application by Lovejoy ISD for an off-site parking agreement for Lovejoy High School.



MEMORANDUM

DATE: December 11, 2013
TO: Mayor and City Council
FROM: Dan Savage, Interim City Manager
SUBJECT: Parking Regulations

The City's zoning ordinance establishes parking requirements for the various zoning categories. The requirements for each category are designed to take into consideration the unique circumstances associated with parking demand in each zoning category.

One issue that has come up during my short tenure at the City of Lucas is the parking requirement for Lovejoy High School. The current ordinance establishes the parking requirement based on the number of seats in the football stadium. The requirement is one parking space for every three stadium seats. At present the Lovejoy High School football stadium has 7000+ seats and only 1109 available on site parking spaces. This is below the current code requirements and the requirements in place at the time of the last expansion.

In September of 2009 the City of Lucas City Council and the Lovejoy Independent School District approved a Memorandum of Understanding in which the Lovejoy ISD agreed to increase the number of parking spaces to 1575 at such time as future improvements were made to the Lovejoy High School campus. This agreement has not been implemented because the future improvements have not yet materialized.

The Memorandum of Understanding parking lot agreement clearly differs from the current parking requirements in the City Code of Ordinances. Under the one to three requirement for stadium seating, Lovejoy ISD would need to more than double the

number of parking spaces. A one to four standard was in place when the stadium was last expanded, so new construction would have to take that into consideration.

Staff is collecting information on stadium parking standards in other cities. In some cities the one to three standard is used. In others it ranges up to one to five or even one to six. There is no right answer. The risk is that the standard may require too few or too many parking spaces.

In the case of the Lovejoy High School stadium, the usage of the stadium is limited. Heavy parking loads may only occur ten or so times per year.

Some cities also allow the use of offsite parking agreements to handle heavy usage or overflow parking. The current ordinance does not provide for the use of that option, but the Lovejoy ISD apparently uses offsite parking at Hart Elementary School and the Grace Church.

To address this issue, I would like the City Council to consider several options.

First, you can leave the ordinance as is and enforce the one to three standard on new construction. There is ample space on the Lovejoy High School property to accommodate the additional parking.

Second, you could adopt a different standard, such as one to four, one to five, or one to six. Some additional parking may be needed at the time of a future expansion.

Third, you could allow the use of offsite parking agreements to address some or all of the additional parking needed on those ten or so times it is needed each year.

Fourth, you could adopt both a more lenient standard and allow the use of off street parking requirements to supplement the parking.

Fifth, you could adopt a standard based on the MOU requirements agreed to in 2009.

It will be beneficial to both the City and Lovejoy ISD to address this issue in a timely manner. A rough guestimate is that each concrete parking space will cost roughly \$2500.

Thank You,

Dan Savage
Interim City Manager

2nd Version
9-17-2009

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LUCAS, TEXAS
AND
THE LOVEJOY INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding (this "MOU") is entered into this ____ day of August, 2009, by and between the City of Lucas, Texas, a home rule municipality of the State of Texas ("City") and the Lovejoy Independent School District, an independent school district organized under the laws of the State of Texas ("LISD").

RECITALS

Whereas, the LISD high school (the "High School") is located at 2350 Estates Parkway in Lucas, Texas, on a campus consisting of approximately 69 acres (the "Property");

Whereas, there presently exists on the Property a primary campus building, together with an indoor multi-purpose facility, a football stadium, a baseball and softball complex, a field house, tennis courts, practice fields and associated parking, all of which support the activities of the High School (all of the foregoing being collectively referred to as the "Existing Facilities");

Whereas, the Existing Facilities were constructed substantially in accordance with the subdivision, building and other codes in effect at the time of such construction, for which certificates of occupancy were issued by the City;

Whereas, LISD has submitted to the City an application for a building permit to add a two-story classroom wing on the primary campus building (the "Current Work") and City has agreed to issue a building permit for such Current Work in accordance with the ordinances, rules and regulations of the City on the condition that LISD construct improvements to the fire lane serving the football stadium (the "Current Fire Lane Improvements"), to which LISD has agreed;

Whereas, LISD has intentions of further improving the Property in the future according to its long range master plan, which includes an additional two-story classroom wing, enlargement of the kitchen, dining and gym facilities in the primary campus building, press box facilities for the football stadium and the baseball and softball complex, enclosed batting cages and an early childhood center (collectively, the "Future Improvements");

Whereas, in reviewing the potential impact of the Future Improvements, City has requested and LISD has agreed to increase the on-site parking from the existing 1,109 parking spaces to 1,575 parking spaces and increase the coverage of the fire lanes serving the football stadium per the recommendations of the City of Lucas Building Official and

Fire Chief (collectively, the "Future Parking and Fire Lane Improvements") at such time as LISD undertakes work on the Future Improvements as defined above; and

Whereas, City and LISD desire to memorialize their understanding regarding the nature and timing for the Current Fire Lane Improvements and the Future Parking and Fire Lane Improvements.

Now, Therefore, in consideration of the above Recitals, the City and LISD do hereby agree as follows:

1. LISD shall expand the Current Work to include the construction of the Current Fire Lane Improvements constructed using three (3) inch asphalt in the location shown on the attached Exhibit "A" which is incorporated herein for all purposes. When constructed, the Current Fire Lane Improvements will allow fire and emergency access directly onto the track located within the football stadium. City acknowledges that driving or placing any fire or emergency vehicle or other apparatus on the track would cause irreparable damage to the track and agrees to use the track as a last resort only in the event of a catastrophic fire or catastrophic medical emergency and under the direction of the Fire Department's Incident Commander. The City assumes no liability or responsibility for damage that may occur from the use of the track in such event.
2. City shall issue a building permit for the Current Work based upon the plans and specifications presently submitted by LISD (to be amended to include the Current Fire Lane Improvements) in accordance with the ordinances, rules and regulations of the City.
3. The Future Parking and Fire Lane Improvements as reference herein shall mean and include the addition of 466 on-site parking spaces and the extension of the existing fire lane around the football stadium in the approximate locations as shown on Exhibit "A". The City shall be under no obligation to issue a building permit for any of the Future Improvements unless, at the time LISD makes application for a building permit for any of the Future Improvements, LISD includes in the scope of work relating thereto the Future Parking and Fire Lane Improvements.
4. City and LISD agree that future modifications and/or renovations to the Existing Facilities which require a building permit but do not materially increase the currently allowed number of occupants shall not constitute work on Future Improvements for the purpose of this MOU; and City shall not require the construction of the Future Parking and Fire Lane Improvements as a condition to the issuance of a building permit for such modifications and/or renovations. LISD agrees that

prior to the completion of construction of any permanent stadium improvements that do not require a building permit, but increase the current seating capacity of the stadium, LISD shall also increase the on-site parking spaces to the capacity defined in Paragraph 3 above.

5. Other than as specifically set forth herein, LISD does not waive any rights that it might have under or by virtue of the provisions of Chapter 245 of the Texas Local Government Code.

Executed on the day first written above.

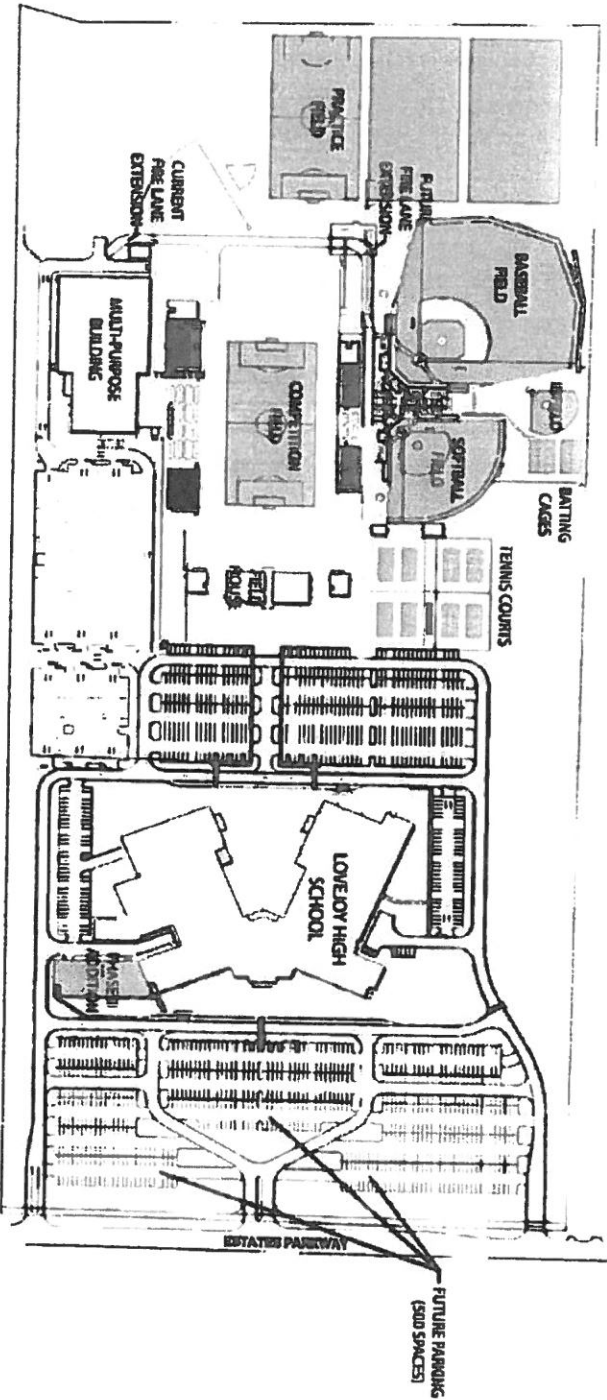
City of Lucas, Texas

Lovejoy Independent School District

By: _____
Its: _____

By: _____
Its: _____

LOVEJOY HIGH SCHOOL
LOVEJOY INDEPENDENT SCHOOL DISTRICT



SITE PLAN

— 0 —

DATE

IL PRK

Dan Savage

From: Joe Gorfida <Jgorfida@njdhs.com>
Sent: Wednesday, December 18, 2013 1:05 PM
To: Dan Savage; Joe Hilbourn
Subject: LISD and City MOU

Dan

You have requested an opinion as to enforceability of the Memorandum of Understanding Between the City and Lovejoy which required an additional 466 parking spaces at the time LISD increases the seating capacity of the stadium. The City council may enter into agreement that requires a party to adhere to standards that are stricter than the requirements under the code. The Council cannot grant a variance of deviation that is less strict than the code of ordinances unless the code allows such. However, nothing prevents the council from entering into an agreement, that would be enforceable through contract law, that provided stricter requirements on a party than the city code or state law requires.

In reading the memorandum of Understanding, it appears through the language in the agreement that this is an Agreement that is enforceable under contract law.

If the City desires to modify the parking requirement that is in the Agreement, they may rescind the Agreement. If the Agreement is rescinded, then LISD would have to meet the City Code requirements. If the LISD desires to reduce the parking requirements under the code, they may request a special exception. The provisions for a special exceptions are provided in Section 14.02.034 of the Code of ordinance. It states that the Board of Adjustments may (E) waive or reduce the parking and loading requirements in any districts. Whenever the character or use of the building is such as to make unnecessary the full provision or parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.

The finding required by the Board of Adjustments is not that the parking requirements create a hardship. The standard is simply meeting the requirement listed above.

Joe Gorfida, Jr.



Nichols, Jackson, Dillard, Hager & Smith LLP

500 N. Akard, 1800 Ross Tower | Dallas, Texas 75201 | 214.965.9900 Main | 214.665.3323 Direct | 214.965.0010 Fax
www.njdhs.com

****Information contained in this transmission is attorney privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone.**

OFF-SITE PARKING AGREEMENT

THIS OFF-SITE PARKING AGREEMENT ("Agreement") made to be effective the ____ day of _____, 2015, by and between the **LOVEJOY INDEPENDENT SCHOOL DISTRICT** ("Lovejoy"), and the **CITY OF LUCAS, TEXAS** ("Lucas").

WHEREAS, in August of 2009, Lovejoy and Lucas entered into a Memorandum of Understanding, which is attached hereto and incorporated herein as Exhibit A (the "MOU"), in which Lucas agreed that, in the future, it would issue building permits to Lovejoy for the construction of certain future improvements to Lovejoy High School (the "Future Improvements"), so long as such Future Improvements include, among other matters, the addition of 466 on-site parking spaces at Lovejoy High School to serve Lovejoy's football stadium (the "Additional Parking Requirement"); and

WHEREAS, Lovejoy now intends to construct the Future Improvements and will require a building permit from Lucas in order to commence such Future Improvements; and

WHEREAS, on August 7, 2014, Lucas passed Ordinance #2014-08-00786 (the "Ordinance"), amending the Lucas Code of Ordinances by adding Article 14.04.039 "Off-Site Parking Requirements" to Chapter 14 "Zoning", which allows a property owner to satisfy certain parking requirements through off-site parking on properties owned by third parties; and

WHEREAS, Lovejoy desires to satisfy the Additional Parking Requirement by providing off-site parking ("Off-Site Parking") on properties that it owns, rather than properties owned by third parties, which include the following properties: 232 parking spaces (7 of which are handicap accessible parking spaces) at Willow Springs Middle School; 157 parking spaces (7 of which are handicap accessible parking spaces) at Hart Elementary School; 175 parking spaces (5 of which are handicap accessible parking spaces) at Lovejoy Elementary School (collectively, the "Off-Site Parking Locations"); and

WHEREAS, Lucas has reviewed the Off-Site Parking Locations and has determined that the same are conveniently usable without causing an unreasonable hazard to pedestrians or vehicular traffic, that the use of the same do not create undue traffic congestion or detrimentally affect the use of other properties in their vicinities, and that the number of parking spaces contained within the Off-Site Parking Locations exceeds the Additional Parking Requirement under the MOU.

NOW, THEREFORE, Lovejoy and Lucas hereby acknowledge and agree that the above recitals are an accurate reflection of the facts stated therein and Lucas hereby agrees that Lovejoy may satisfy the Additional Parking Requirement through utilizing the Off-Site Parking Locations in the manner set forth herein.

1. On-Site Parking Procedure. Lovejoy will provide parking attendants at the parking lots at Lovejoy High School (the "On-Site Parking") to assist in achieving the full utilization of the On-Site Parking. When the On-Site Parking is determined by the parking

attendants to be full, the parking attendants will direct all additional vehicles to the Off-Site Parking Locations.

2. Bus Shuttle Service. Lovejoy will provide bus shuttle services to transport patrons between Lovejoy High School and the Off-Site Parking Locations (the “Shuttle Services”) beginning at the time that patrons are directed to the Off-Site Parking Locations by the On-Site Parking attendants and terminating one (1) hour after the conclusion of the event for which the Off-Site Parking was required or earlier if all vehicles at the Off-Site Parking Locations have been removed.

3. Notice of Off-Site Parking Locations. In addition to the directions provided by the On-Site Parking attendants, Lovejoy will provide notice of the Off-Site Parking Locations on its website.

EXECUTED as of the date first set forth above.

LOVEJOY INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

CITY OF LUCAS, TEXAS

By: _____
Name: _____
Title: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LUCAS, TEXAS AND THE LOVEJOY INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (this "MOU") is entered into this ____ day of August, 2009, by and between the City of Lucas, Texas, a home rule municipality of the State of Texas ("City") and the Lovejoy Independent School District, an independent school district organized under the laws of the State of Texas ("LISD").

RECITALS

Whereas, the LISD high school (the "High School") is located at 2350 Estates Parkway in Lucas, Texas, on a campus consisting of approximately 69 acres (the "Property");

Whereas, there presently exists on the Property a primary campus building, together with an indoor multi-purpose facility, a football stadium, a baseball and softball complex, a field house, tennis courts, practice fields and associated parking, all of which support the activities of the High School (all of the foregoing being collectively referred to as the "Existing Facilities");

Whereas, the Existing Facilities were constructed substantially in accordance with the subdivision, building and other codes in effect at the time of such construction, for which certificates of occupancy were issued by the City;

Whereas, LISD has submitted to the City an application for a building permit to add a two-story classroom wing on the primary campus building (the "Current Work") and City has agreed to issue a building permit for such Current Work in accordance with the ordinances, rules and regulations of the City on the condition that LISD construct improvements to the fire lane serving the football stadium (the "Current Fire Lane Improvements"), to which LISD has agreed;

Whereas, LISD has intentions of further improving the Property in the future according to its long range master plan, which includes an additional two-story classroom wing, enlargement of the kitchen, dining and gym facilities in the primary campus building, press box facilities for the football stadium and the baseball and softball complex, enclosed batting cages and an early childhood center (collectively, the "Future Improvements");

Whereas, in reviewing the potential impact of the Future Improvements, City has requested and LISD has agreed to increase the on-site parking from the existing 1,109 parking spaces to 1,575 parking spaces and increase the coverage of the fire lanes serving the football stadium per the recommendations of the City of Lucas Building Official and

Fire Chief (collectively, the "Future Parking and Fire Lane Improvements") at such time as LISD undertakes work on the Future Improvements as defined above; and

Whereas, City and LISD desire to memorialize their understanding regarding the nature and timing for the Current Fire Lane Improvements and the Future Parking and Fire Lane Improvements.

Now, Therefore, in consideration of the above Recitals, the City and LISD do hereby agree as follows:

1. LISD shall expand the Current Work to include the construction of the Current Fire Lane Improvements constructed using three (3) inch asphalt in the location shown on the attached Exhibit "A" which is incorporated herein for all purposes. When constructed, the Current Fire Lane Improvements will allow fire and emergency access directly onto the track located within the football stadium. City acknowledges that driving or placing any fire or emergency vehicle or other apparatus on the track would cause irreparable damage to the track and agrees to use the track as a last resort only in the event of a catastrophic fire or catastrophic medical emergency and under the direction of the Fire Department's Incident Commander. The City assumes no liability or responsibility for damage that may occur from the use of the track in such event.
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4. City and LISD agree that future modifications and/or renovations to the Existing Facilities which require a building permit but do not materially increase the currently allowed number of occupants shall not constitute work on Future Improvements for the purpose of this MOU; and City shall not require the construction of the Future Parking and Fire Lane Improvements as a condition to the issuance of a building permit for such modifications and/or renovations. LISD agrees that

AC

prior to the completion of construction of any permanent stadium improvements that do not require a building permit, but increase the current seating capacity of the stadium, LISD shall also increase the on-site parking spaces to the capacity defined in Paragraph 3 above.

5. Other than as specifically set forth herein, LISD does not waive any rights that it might have under or by virtue of the provisions of Chapter 245 of the Texas Local Government Code.

Executed on the day first written above.

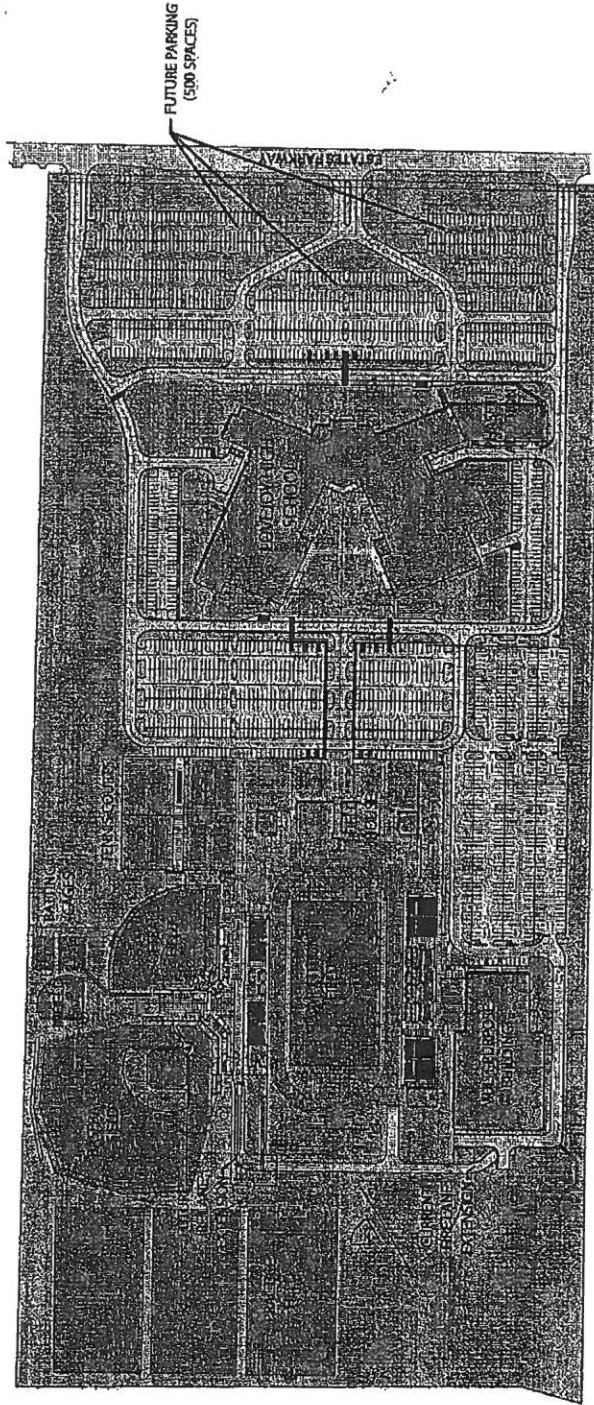
City of Lucas, Texas

Lovejoy Independent School District

By: Bill Gm
Its: Mayor

By: Jack H. H. H.
Its: Board President

re



SITE PLAN



LOVEJOY HIGH SCHOOL
LOVEJOY INDEPENDENT SCHOOL DISTRICT

Handwritten signature

Memorandum
557468-6

Memorandum of Understanding – Page 5
557468-6

OFF-SITE PARKING AGREEMENT – PAGE 7
#659303

BE

EXHIBIT B

<input type="checkbox"/>	Annexation
<input type="checkbox"/>	Disannexation
<input checked="" type="checkbox"/>	Code of Ordinances
<input type="checkbox"/>	Other

ORDINANCE # 2014-08-00786 [ORDINANCE AMENDING CODE OF ORDINANCE CHAPTER 14 "ZONING"]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 "ZONING" BY AMENDING ARTICLE 14.04 "SUPPLEMENTARY REGULATIONS" BY AMENDING DIVISION 2 "OFF-STREET PARKING AND LOADING" BY ADDING ARTICLE 14.04.039 "OFF-SITE PARKING REQUIREMENTS" PROVIDING REGULATIONS FOR OFF-SITE PARKING; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 "Zoning" by amending Article 14.04 "Supplementary Regulations" by amending Division 2 "Off-Street Parking and Loading" by adding section 14.04.039 "Off-site parking requirements", to read as follows:

"CHAPTER 14

ZONING

...

ARTICLE 14.04 SUPPLEMENTARY REGULATIONS

...

Division 2. Off-Street Parking and Loading

...

Section 14.04.039 Off-site parking requirements

Required parking for a development may be located off-site when approved by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission and/or City Council may authorize such alternative location of required parking space, along with any conditions determined necessary to promote safety and will adequately serve the public interest, subject to the following conditions:

- (a) Except for the location, all other requirements relating to off-street parking shall be met.
- (b) Such space shall be conveniently usable without causing unreasonable:
 - (1) Hazard to pedestrians;
 - (2) Hazard to vehicular traffic;
 - (3) Traffic congestion; or
 - (4) Detriment to the appropriate use of other properties in the vicinity.
- (c) A written agreement shall be drawn to the satisfaction of the city attorney and executed by all parties concerned, assuring the continued availability of the off-street parking facility for the development it is intended to serve, subject to a minimum of the following conditions:
 - (1) Shuttling service provided to and from the offsite parking location starting a minimum of one hour prior to the start of the event and for a minimum of one hour following the event; and
 - (2) Advertisement posted three (3) business days prior to the event disclosing the site of off-site parking and shuttle service.

Secs. 14.04.040-14.04.070 Reserved"

Section 2. That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining

portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 4. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7TH DAY OF AUGUST, 2014.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(03-19-14/65275)

Kathy Wingo, TRMC, MMC, City Secretary



City of Lucas Council Agenda Request February 19, 2015

Name & Title: Fire Chief Jim Kitchens

Agenda Item:

Discuss and consider assistance from the Firefighter SAFER Grant for the Lucas Fire Department.

Background Information:

The goal of the SAFER Grant Program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate protection from fire and fire-related hazards.

SAFER Grants intend to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively and safely respond to emergencies. With enhanced or restored staffing levels, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

SAFER Grants achieve this purpose by funding: (1) hiring of new firefighters, (2) rehiring of firefighters that have been laid off, (3) retention of firefighters facing imminent layoffs, or (4) filling of positions that were vacated through attrition. Additionally, SAFER grants aide in the funding of fire departments representing the interests of volunteer firefighters to assist with the recruitment and retention of volunteer firefighters.

This grant will cover the salary for three firefighter/paramedics positions for a two year period. There are no annual salary limits, and there are no cost-sharing requirements for funds under the FY 2013 appropriations.

Attachments/Supporting Documentation:

1. Staff PowerPoint Presentation

Budget/Financial Impact:

Salaries and Benefits are covered under the grant. Uniforms and protective clothing not paid for by the grant. The department would have to purchase new firefighting gear at a cost of \$2500 each for a total of \$7,500.00. This would be in the proposed 2015-2016 budget.

Recommendation:

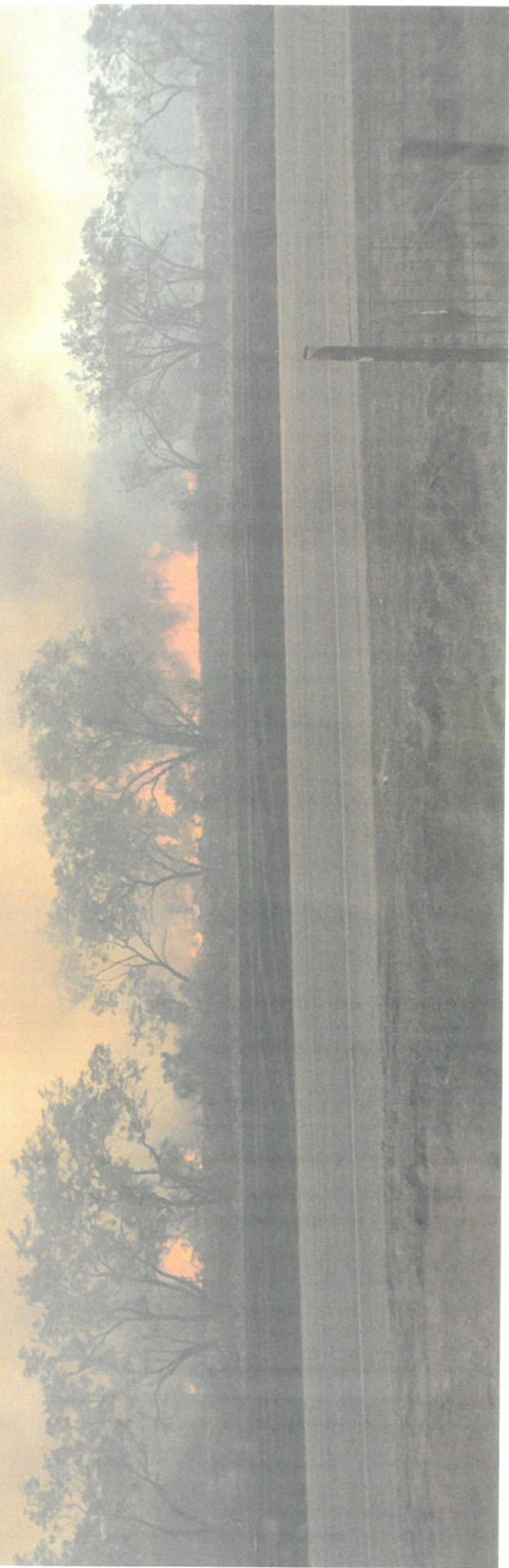
Staff recommends applying for the grant.

Motion:

I move to approve/deny the Fire Chief to apply for the SAFER grant for three firefighter/paramedic positions.



SAFER GRANT



Lucas Fire Department Assistance Firefighter Grant

Overview

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720). For additional information visit www.fema.gov/staffing-adequate-fire-emergency-response-grants

Lucas Fire Department

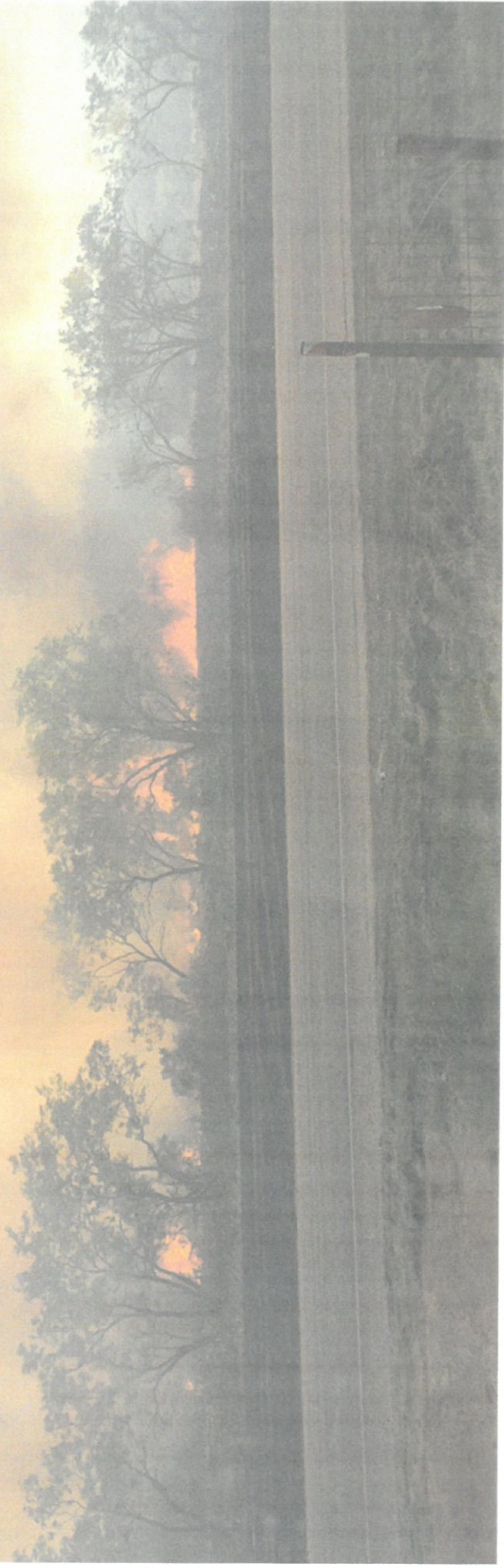
Funds will be awarded for the following order

1. To rehire firefighters who have been laid off
2. To prevent firefighters from being laid off due to budget cuts
3. The filling of new positions

Lucas Fire Department

SAFER Grant

- Will Pay 100% of Firefighter Salary for two years
- No obligation to maintain staff if budget would not support after two years.
- Have a positive impact on our daily staffing.



Lucas Fire Department

SAFER Grant

- Propose to apply for three firefighter /paramedic positions to be hired if awarded the grant





City of Lucas Council Agenda Request February 19, 2015

Name & Title: City Manager Joni Clarke

Agenda Item:

Discuss and consider the boundaries of the Lucas Fire District and the Interlocal Agreement with Collin County regarding fire and EMS service in Lucas Fire District.

Background Information:

In negotiations with the Collin County Fire Marshal, the City of Lucas agreed to provide both Fire and EMS in its Fire District (which is not much different than the City's ETJ) excluding Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point. The City did not request an additional subsidy from Collin County as the City would be in a position to be able to bill for EMS and was of the understanding that this would benefit Collin County as it would save them money from having to contract with the coalition ambulance to provide the services.

Since an interlocal was already in place for fire related services, the Collin County Fire Marshal suggested that the City of Lucas draft a second interlocal to address the provision of EMS to unincorporated areas within its Fire District. Currently, we have two interlocal agreements in place to provide Fire and EMS in the Lucas Fire District which include:

- The agreement for the provision of firefighting and fire protection services with Collin County effective October 2013 with automatic renewal for successive one year terms with a budgeted revenue of \$36,000 for fiscal year 13/14; and
- the agreement for emergency ambulance service approved by Collin County on September 30, 2014.

Both agreements call for the provision of service in the Lucas Fire District.

Currently, the Interlocal Agreement for Emergency Ambulance Services between the City of Lucas and Collin County authorizes the Lucas Fire Department to respond to fire and emergency medical calls within the unincorporated areas of the Lucas Fire District. The Interlocal specifically excludes from the Lucas Fire District the Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point. The current contract expires September 30, 2015.

When the City was unable to reach an agreement with Seis, the City notified the City of Plano's Communications Department who provides dispatching services for the City of Lucas that we would no longer be providing fire services to Seis. However, Collin County Communications continues to dispatch fire calls to the City of Lucas Fire Department.

We also notified Mr. Eric J. DeArmitt, Community Hazard Mitigation Analyst at the Insurance Services Office that as of Thursday, October 16, 2014, the City of Lucas, Texas is no longer under contract to provide services to the area within the Seis Lago Utility District. Accordingly, the City will no longer receive or respond to dispatch calls.

Our City Manager contacted the Collin County Fire Marshal to seek clarification as to why Collin County Communications would continue to dispatch fire calls to the City of Lucas Fire Department. We were surprised to learn that the Fire Marshal's position was that the interlocal pertaining to fire services has the Lucas Fire District defined as including the utility district and the interlocal pertaining to EMS specifically excluded the utility district.

The Mayor and City Manager met with Commissioner Chris Hill to determine why Collin County took the position that they were going to continue to dispatch the City of Lucas Fire Department to an area that is not in its jurisdiction. Collin County's remedy to the SLUD's lack of fire protection would be to continue to dispatch fire departments on the basis of proximity to the municipal utility district.

Attachments/Supporting Documentation:

1. Interlocal Agreement for Emergency Ambulance Services
2. Interlocal Agreement for the Provision of Firefighting and Fire Protection Services

Budget/Financial Impact:

NA

Recommendation:

Staff is seeking legal guidance to see if any additional action needs to be taken to clarify our service area as it pertains to the provision of fire and emergency medical services.

Motion:

N/A

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

**INTERLOCAL AGREEMENT FOR
EMERGENCY AMBULANCE SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City") and Collin County, Texas ("County"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, emergency ambulance services; and

WHEREAS, City provides these emergency ambulance services to the citizens of the City and has the capacity to service other municipalities; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to the County and its inhabitants to provide emergency ambulance services to the County and its inhabitants; and

WHEREAS, County desires to engage the City, and the City desires to be engaged by the County, to provide emergency ambulance services as set forth herein; and

WHEREAS, the governing bodies of the City and County desire to foster good-will and cooperation between the two entities; and

WHEREAS, City and County, deem it to be in the best interest of both entities to enter into this Agreement relative to emergency ambulance services;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Services to be Performed**

County agrees to engage the City to furnish emergency ambulance services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency ambulance calls within the unincorporated areas of the Lucas Fire District as shown

on the map attached hereto as Exhibit "A" and incorporated herein. The Lucas Fire District specifically excludes the following areas currently known as: The Seis Lagos Utility District; Brockdale Park Estates and Inspiration Point and as further identified on Exhibit "B".

The level of emergency ambulance services required under this Agreement shall include Advanced Life Support ("ALS").

Article II Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of October, 2014. This contract expires at midnight on September 30, 2015. This contract may be extended for additional time with the fees and payments being negotiated at that time.

Article III Compensation

The emergency ambulance services described in Paragraph I shall be provided to the County at no charge.

Article IV Relationship of Parties

The Parties intend that the City, in performing the emergency ambulance services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City, its agents, employees, volunteer help nor any other person operating under this Agreement shall be considered an agent or employee of the County and shall not be entitled to participate in any pension or other benefits that the County provides its employees.

Article V Notice to Parties

Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Lucas, Texas
Attn: Joni Clarke, City Manager
665 Country Club Road
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for County, to:

Collin County
Attn: Purchasing Agent
2300 Bloomdale, Suite 3160
McKinney, Texas 75071

With copy:

Article VI Requirements for Insurance

6.1 Before commencing work, the City shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copied of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

6.1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.

6.1.2 Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.

6.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

6.1.4 Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

6.2 The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The City may maintain reasonable and customary deductibles, subject to approval by the County.

6.3 With reference to the foregoing insurance requirement, the City shall endorse applicable insurance policies as follows:

6.3.1 The City's insurance policies shall be endorsed to the effect that the County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

6.3.2 All copies of Certificates of Insurance shall reference the project/contract number.

6.3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

6.3.3.1 A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent

6.3.3.2 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

6.3.3.2.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

6.3.3.2.2 Sets forth the notice of cancellation or termination to the County.

Article VII Funding Sources

Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

Article VIII Miscellaneous Provisions

8.1 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

8.2 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

8.3 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.4 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.5 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

8.6 Indemnification. To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

8.7 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the Parties.

EXECUTED on this 21st day of August, 2014.

City of Lucas, Texas



By:

Rebecca Mark
Rebecca Mark, Mayor

Attest:

By:

Kathy Wingo
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By:

Joseph J. Gorfida, Jr.
Joseph J. Gorfida, Jr., City Attorney
(08-08-14/67490)

EXECUTED on this 25th day of September, 2014.

Collin County

By:

Keith Self
Name: Keith Self

Title: County Judge

Attest:

By:

Georgia Shepherd
Name: Georgia Shepherd

Title: Administrative Secretary

Approved as to Form:

By:

Name:

Title:

EXHIBIT "A"

Lucas Fire Department

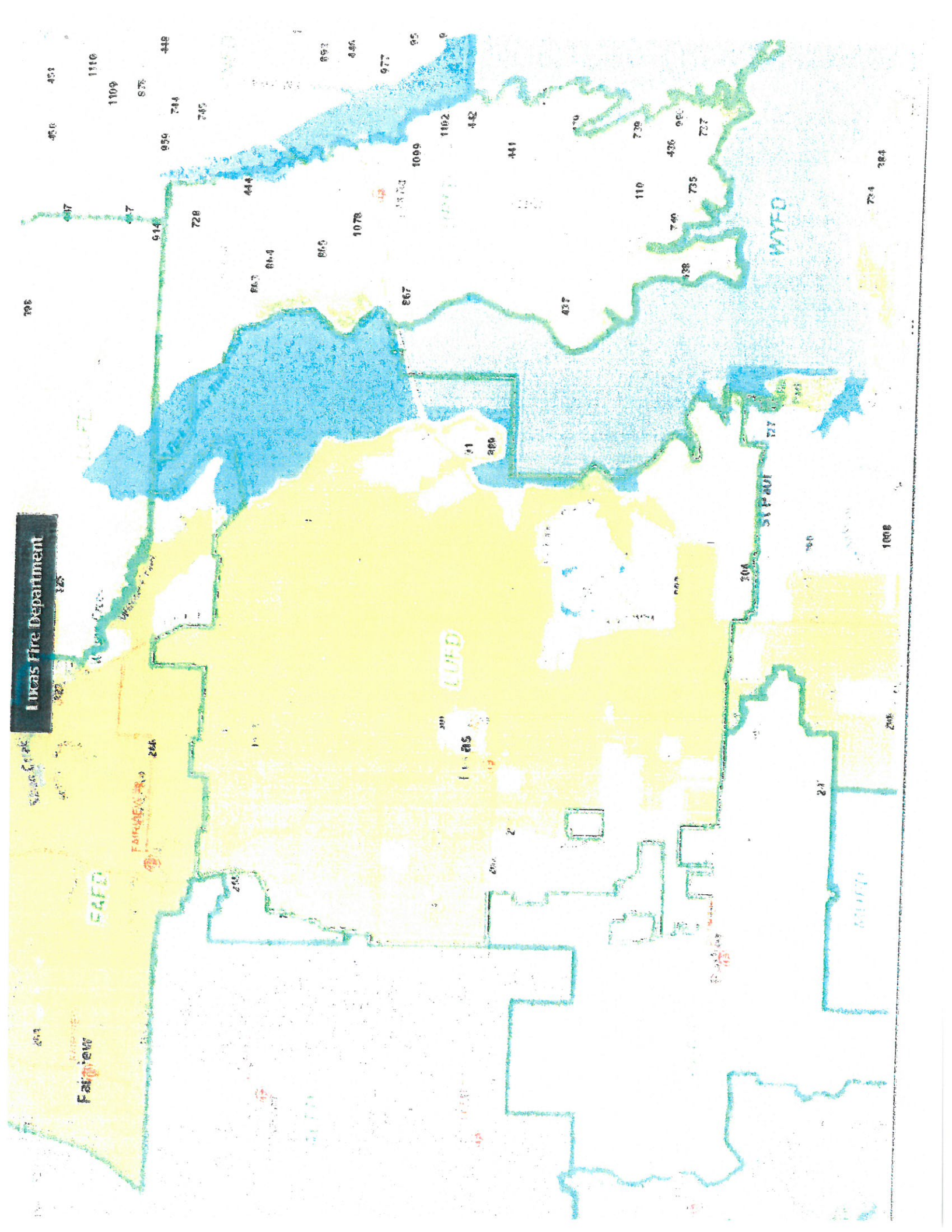
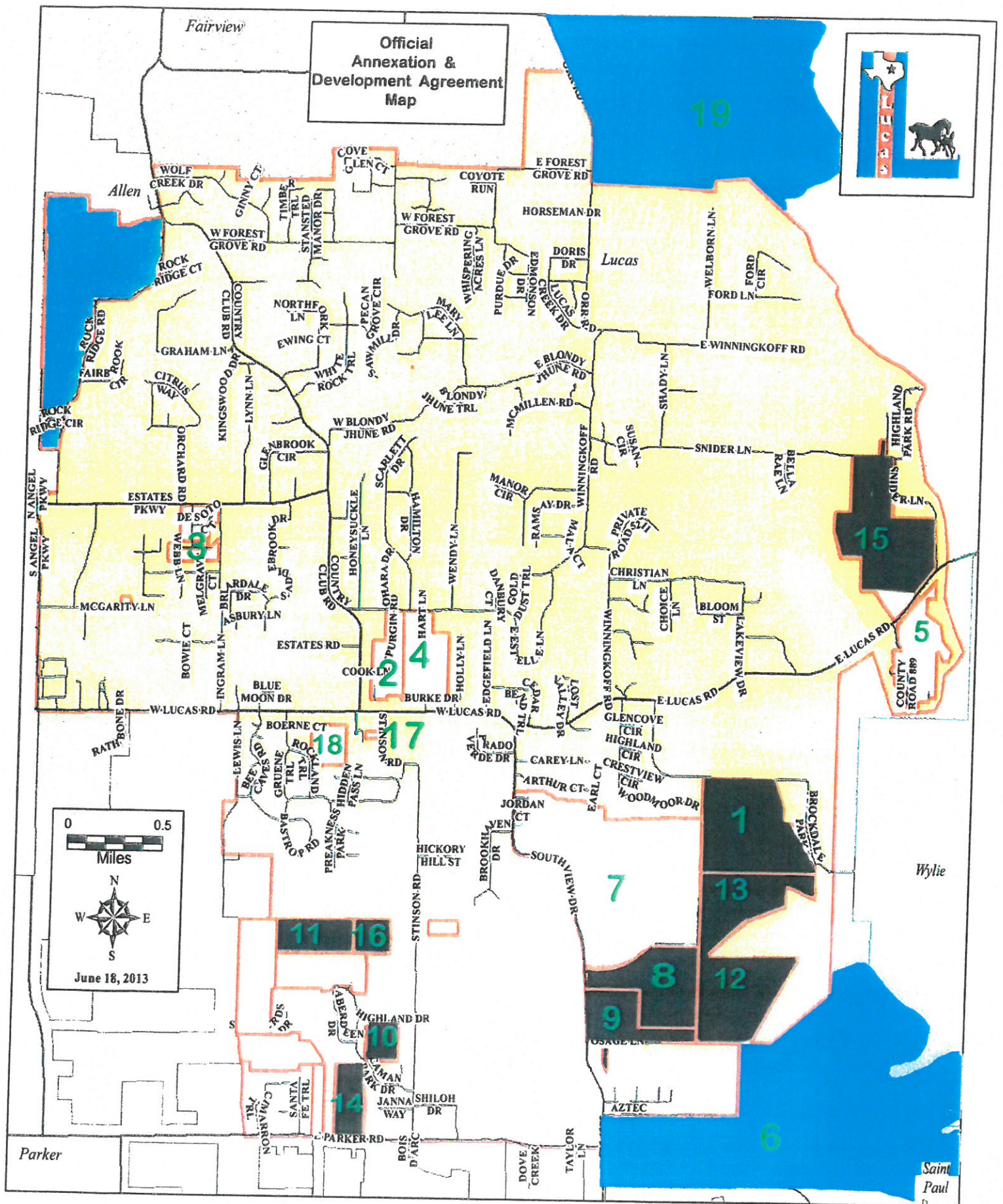


EXHIBIT "B"



#	Sub-Division	Street	Annex Date	In ETJ	In FD
1	BROCKDALE ESTATES 206 houses	Colt Trail	4/17/2026	X	X
		Hicks Trail	4/17/2026	X	X
		Lakeshore Blvd.	4/17/2026	X	X
		Maggie Trail	4/17/2026	X	X
		Samantha Trail	4/17/2026	X	X
		Logan Trail	4/17/2026	X	X
		Terry Court	4/17/2026	X	X
2	CIMARRON 25 homes	Strain Ln	Available	X	X
		Stratton Mills Dr	Available	X	X
		Cook Ln	Available	X	X
		Red Store Court	Available	X	X
		Rutledge Lane	Available	X	X
		Spurgin Road	Available	X	X
3	CLAREMONT SPRINGS I 23 homes	Amblewood Drive	Available	X	X
		Desoto Ct	Available	X	X
		Merchmont Dr	Available	X	X
		Melgrave Ct	Available	X	X
		Webb Ln	Available	X	X
		Chaffield Ln	Available	X	X
4	EDGEWOOD ESTATES 45 homes	Burke Drive	Available	X	X
		Gonnell Ln	Available	X	X
		Darton Dr	Available	X	X
		Darton Dr	Available	X	X
		Edgewood Dr	Available	X	X
		Hart Ln	Available	X	X
		Hayden	Available	X	X
		Hunt Dr	Available	X	X
		Lee Drive	Available	X	X
		Pool Ln	Available	X	X
		Walker Ln	Available	X	X
5	Trinity Park 49 homes	E. Fork CR 891	Available	X	X
		Miami CR 890	Available	X	X
		Daytona CR 391	Available	X	X
		Trout CR 887	Available	X	X
		Orlando CR 889	Available	X	X
6	Southview Area/Parker Rd Area 24 homes/10 Commercial	Private Rd 5237	Not in City		X
		Pecan Drive	Not in City		X
		Wright Lane	Not in City		X

#	Sub-Division	Street	Annex Date	In ETJ	In FD
7	SEIS LAGOS I 406 homes	Alameda Circle	3 yrs from Dev/annex Plan	X	X
		Avenida	3 yrs from Dev/annex Plan	X	X
		Bella Vista Circle	3 yrs from Dev/annex Plan	X	X
		Brisas	3 yrs from Dev/annex Plan	X	X
		Camino Real East	3 yrs from Dev/annex Plan	X	X
		Cannonero Circle	3 yrs from Dev/annex Plan	X	X
		Carriage Trail	3 yrs from Dev/annex Plan	X	X
		Chula Vista Circle	3 yrs from Dev/annex Plan	X	X
		Del Mar Circle	3 yrs from Dev/annex Plan	X	X
		Lago Vista East	3 yrs from Dev/annex Plan	X	X
		Lago Vista West	3 yrs from Dev/annex Plan	X	X
		Laguna Circle	3 yrs from Dev/annex Plan	X	X
		Las Brisas Circle	3 yrs from Dev/annex Plan	X	X
		Las Cruces Circle	3 yrs from Dev/annex Plan	X	X
		Los Alamitos Circle	3 yrs from Dev/annex Plan	X	X
		Riva Ridge	3 yrs from Dev/annex Plan	X	X
		San Juan Circle	3 yrs from Dev/annex Plan	X	X
		Santa Anita Circle	3 yrs from Dev/annex Plan	X	X
		Santa Maria Circle	3 yrs from Dev/annex Plan	X	X
		Santa Monica Circle	3 yrs from Dev/annex Plan	X	X
		Santa Rosa Circle	3 yrs from Dev/annex Plan	X	X
		Seis Lagos Trail	3 yrs from Dev/annex Plan	X	X
		Ventura Circle	3 yrs from Dev/annex Plan	X	X
	SEIS LAGOS II	San Cristobal Circle	3 yrs from Dev/annex Plan	X	X
		Santiago Trail	3 yrs from Dev/annex Plan	X	X
		Castillo Trail	3 yrs from Dev/annex Plan	X	X
		Lago Grande Trail	3 yrs from Dev/annex Plan	X	X
		Barranco Trail	3 yrs from Dev/annex Plan	X	X
		Cordero Trail	3 yrs from Dev/annex Plan	X	X
		Trinidad Circle	3 yrs from Dev/annex Plan	X	X
8	McKenna Property (1 home)	Southview	8/1/2027	X	X
9	North Texas Equestrian Center	Southview	2028	X	X
10	Donihoo/McCreary	Stinson Rd	Final Plat or 2018	X	X
11	Stinson Highlands III	Stinson Rd	Upon Final Plat	X	X
12	Inspiration I (600 lots)	Brockdale	9/17/2024	X	X
13	Inspiration II (800 lots)	Brockdale	9/17/2024	X	X
14	McCreary Watson	Parker Rd.	2027	X	X
15	Lakeview Downs (106 lots)	E. Lucas Rd	2021	X	X
16	Oakbrook (44 lots)	Stinson Rd	Upon Final Plat	X	X
17	190 Stinson Rd. (Commercial)	Available		X	X
18	Willow Springs Middle School	Available		X	X
19	North Texas Municiple Water District	Not Available		X	X



COLLIN COUNTY

Fire Marshal's Office
825 N. McDonald Street
Suite 140
McKinney, Texas 75069
972-548-5576
975-548-5574 fax
www.collincountytx.gov

TO: Commissioners' Court
FROM: Jason Browning, Fire Marshal
RE: Contract for Fire Protection in Unincorporated Collin County

Honorable Court,

I respectfully request the Court to consider and approve the enclosed contract for providing fire protection in the unincorporated fire district of Collin County. The funding for the contract has been approved in the FY14 budget. This contract is with the individual Fire Department that has unincorporated areas within their fire district and will take the place of the annual subsidy the county has been providing to the Firefighters Association in years past.

COUNTY OF COLLIN §
 §

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and Lucas Fire Department (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

WHEREAS, AGENCY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

WHEREAS, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

WHEREAS, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- I. Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.
- II. Obligations and Responsibilities of AGENCY**

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

III. Obligations and Responsibilities of COUNTY.

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local

Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

IV. Effective Date, Term and Termination.

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

V. Miscellaneous

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:
Collin County, Texas
Attn: County Judge, Keith Self
2300 Bloomdale Rd.
McKinney, TX 75071

To AGENCY:
Lucas Fire Department
Attn: Fire Chief, Jim Kitchens
165 Country Club Rd
Lucas, TX 75002

5.2 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.3 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

5.4 Governing Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

5.5 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.6 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.8 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.9 Dispute Resolution. The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

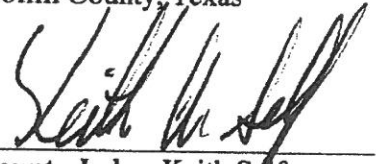
5.10 Authority. The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

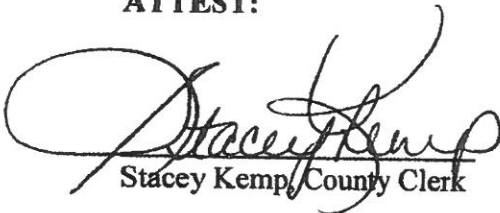
COUNTY

Collin County, Texas


County Judge, Keith Self
Acting on behalf and by Authority
Of the Collin County Commissioners

11/5/13
Date

ATTEST:


Stacey Kemp, County Clerk

AGENCY

City of Lucas

Rebecca Mark
Name

Mayor
Title

Aug. 15, 2013
Date

ATTEST:

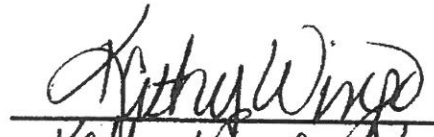

Kathy Wingo, City Secretary

EXHIBIT A

MAP OF AGENCY FIRE DISTRICT

Lucas Fire Department

