



AGENDA

Lucas City Council Regular Meeting April 16, 2015 6:00 PM

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

Notice is hereby given that a City of Lucas Regular City Council Meeting will be held on Thursday, April 16, 2015 at 6:00 pm at the Community Center then convene to 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.

1. Ribbon Cutting Ceremony for the Lucas Community Center and EMS Anniversary Celebration from 6:00 – 7:00 p.m. to be held at the Lucas Community Center.

Call to Order – 7:00 PM – City Hall

- 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.

2. 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.

3. Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [**Councilmember Debbie Fisher**]
4. Presentation of Proclamation for the EMS Anniversary of the Lucas Fire Department. [**Mayor Rebecca Mark**]

5. Student Presentations from Lovejoy ISD:
 - a. Kaitlin Nunn – Behavioral Analysis
 - b. Dane Printz – Development of Chess Club at Lucas Christian Academy

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.

6. Consider approval of the contract amendment to the Interlocal Agreement with Collin County for Law Enforcement Services from \$84,827 to \$89,575. **[City Secretary Stacy Henderson]**
7. Consider adopting Ordinance 2015-03-00812 amending the Code of Ordinances by amending Chapter 1 titled “General Provisions” by amending Article 1.09 titled “Parks and Recreation” by amending Section 1.09.062 titled “Conducts in Parks” and by providing additional regulations for City Parks. **[City Manager Joni Clarke]**
8. Consider approval of the contract from Metropolitan Infrastructure for an update to the City’s Comprehensive Plan that will require a Mid-Year adjustment of \$24,000 from reserve. **[Development Services Director Joe Hilbourn]**
9. Consider approval of the minutes of the April 2, 2015 City Council meeting. **[City Secretary Stacy Henderson]**
10. Consider approval an Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services commencing on October 1, 2015. **[City Manager Joni Clarke]**

Public Hearings

No public hearings are scheduled for this meeting.

Regular Agenda

11. Consider proposals from Barnes Disposal for brush chipping and bulk material removal and provide guidance to staff. **[Development Services Director Joe Hilbourn]**
12. Consider prioritizing safety enhancements to Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation. **[Public Works Director Stanton Foerster]**
13. Consider Mutual Aid Contracts between the City of Lucas Fire Rescue and the Cities of Allen, Wylie, McKinney, Murphy, Princeton, the Branch Volunteer Fire Department and the Lowry Crossing Volunteer Fire Department and authorize the City Manager to execute the contract for services on behalf of the City of Lucas. **[Fire Chief Jim Kitchens]**

14. Consider the Service Tree Program and the process to identify the recipient(s) to honor who have provided extraordinary service to the community. [**City Manager Joni Clarke**]
15. Discuss calling a special City Council meeting for canvassing the May 9, 2015 election results. [**City Secretary Stacy Henderson**]

Executive Session

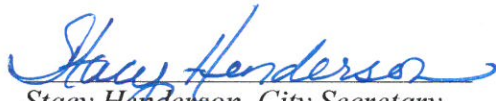
The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

An Executive Session is not scheduled for this meeting.

16. 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 on or before 5:00 p.m. on Friday, April 10, 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 Stacy Henderson at 972.912.1211 or by email at shenderson@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas Council Agenda Request April 16, 2015

Requester: City Secretary Stacy Henderson

Agenda Item:

2. Citizen Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request April 16, 2015

Requester: City Secretary Stacy Henderson

Agenda Item:

Items of Community Interest:

3. Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas.
4. Presentation of Proclamation for the EMS Anniversary of the Lucas Fire Department.
5. Student Presentations from Lovejoy ISD:
 - Kaitlin Nunn – Behavioral Analysis
 - Dane Printz – Development of Chess Club at Lucas Christian Academy

Background Information:

NA

Attachments/Supporting Documentation:

1. Proclamation for EMS Anniversary.

Budget/Financial Impact:

N/A

Recommendation:

NA

Motion:

NA



Proclamation *of the City of Lucas*

WHEREAS, emergency medical services are essential in ensuring the well-being, health and safety of the community; and

WHEREAS, after two years of planning, organizing, and training, the City of Lucas Fire Rescue began Advanced Life Support ambulance transport services to the citizens of Lucas on April 1, 2014; and

WHEREAS, now celebrating their one year anniversary, the City of Lucas Fire Rescue is proud to announce they have responded to over 260 emergency medical service calls providing lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the City of Lucas Fire Rescue now has one emergency room physician, three Licensed Paramedics, twelve Paramedics, fourteen Emergency Medical Technicians, five Emergency Care Attendants, and twelve first responders; and

WHEREAS, members of the City of Lucas Fire Rescue emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and it is appropriate to recognize the value and the accomplishments of emergency medical services providers and advanced life support ambulance transport services.

NOW, THEREFORE, I Rebecca Mark, Mayor for the City of Lucas, Texas in recognition of this achievement do hereby proclaim that the City of Lucas is grateful to those who facilitated the provision of advanced life support ambulance transport services and further honor all those who made significant contributions.

Rebecca Mark, Mayor



City of Lucas
Council Agenda Request
April 16, 2015

Item No. 06-07-08-09-10

Requester: City Secretary Stacy Henderson

Agenda Item:

Consent Agenda:

6. Consider approval of the contract amendment to the Interlocal Agreement with Collin County for Law Enforcement Services from \$84,827 to \$89,575.
7. Consider adopting Ordinance 2015-03-00812 amending the Code of Ordinances by amending Chapter 1 titled "General Provisions" by amending Article 1.09 titled "Parks and Recreation" by amending Section 1.09.062 titled "Conduct in Parks" and by providing additional regulations for City Parks.
8. Consider approval of the contract from Metropolitan Infrastructure for an update to the City's Comprehensive Plan that will require a Mid-Year adjustment of \$24,000 from reserve.
9. Consider approval of the minutes of the April 2, 2015 City Council meeting.
10. Consider approval an Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services commencing on October 1, 2015.

Background Information:

Agenda Item No. 6:

Our current Interlocal Agreement for Law Enforcement Services is from 2013 to 2017 with a potential 10% increase annually for maintenance and operational costs. The cost for fiscal year 2013-2014 was \$84,827. Costs for fiscal year 2014-2015 will be \$89,575. Funds have been budgeted for Law Enforcement Services at \$94,827.

Attachments/Supporting Documentation:

1. Contract for Law Enforcement Services and Contract Amendment for 2014-2015.
2. Ordinance 2015-03-00812 amending Parks and Recreation.
3. Comprehensive Update contract proposal.
4. Minutes of the April 2, 2015 City Council meeting.
5. Interlocal Cooperative Agreement with Seis Lagos Utility District.



Item No. 06-07-08-09-10

City of Lucas Council Agenda Request April 16, 2015

Requester: City Secretary Stacy Henderson

Budget/Financial Impact:

N/A

Recommendation:

Approve the Consent Agenda as presented.

Motion:

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



Contract Amendment One (1)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Lucas
City Manager
665 Country Club Road
Lucas, Texas 75002

Effective Date: 1-Oct-15
Contract No. AGR: 2015-149
Contract LAW ENFORCEMENT SERVICES
FOR THE CITY OF LUCAS

Awarded by Court Order No.: 2013-613-08-19
Contract Amendment Court Order No.1 _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

In accordance with Exhibit "B" Item 2:
Total Reimbursement cost for year (2), commencing October 1, 2014 through and including September 30, 2015 shall be:

Operating and Maintenance: \$5,000.00
Deputy Salary: \$84,575.00
TOTAL: \$89,575.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY: _____
(Print Name)

City of Lucas
City Manager
665 Country Club Road
Lucas, Texas 75002

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

SIGNATURE

TITLE:

DATE:

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE: _____

STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

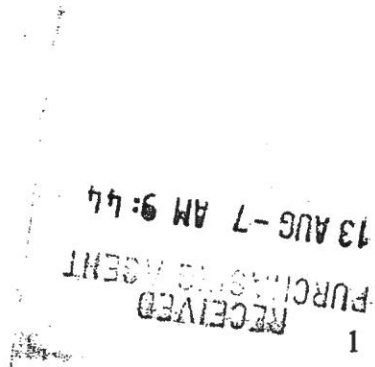
WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2013 (the "Effective Date"), and will continue for a period of four (4) years from the Effective Date



2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15th day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.

2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):

- a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,
- b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$45,300.00 for cost of vehicle less police equipment and accessories, \$7,000.00 for operating and maintenance, and \$77,827.00 for deputy salary in the first year, October 1, 2013 through and including September 30, 2014. Successive years' reimbursement amounts shall be negotiated and mutually agreed by both parties.

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.

2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.8 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2013 through and including September 30, 2014, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2013.

Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$7,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2013, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.

5.4 In the event this Agreement is terminated by either party for any reason. County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

be the right to make a proportionate reduction in the fee owed to County under this Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7. LIABILITY. This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

To the extent allowed by law, County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. To the extent allowed by law, City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and

the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:
City Manager
City of Lucas
151 Country Club Road
Lucas, Texas 75002

If to Collin County:
Collin County Sheriff's Office
Major of Operations
4300 Community Blvd.
McKinney, Texas 75071

With copy to:
Collin County Purchasing Agent
2300 Bloomdale Road, Ste. 3160
McKinney, Texas 75071

AGREED TO:

COLLIN COUNTY

Judge Keith Self

2300 Bloomdale Road

McKinney, TX 75071

Date

8/20/13

CITY OF LUCAS

City of Lucas

151 Country Club Road

Lucas, TX 75002

Date

Rebecca Mark

EXHIBIT "A"
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit "A" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated _____ (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Hours of Service. Pursuant to the Agreement, County will provide law enforcement service to City during the following dates and times:

Eight (8) hours/day, Five (5) days/week

Schedule to be determined except as noted below

2. Vacation, Compensation, Personal and Sick Time. The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3. Overtime. In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

EXHIBIT "B"
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated _____ (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2013 through and including September 30, 2014 shall be at the total cost of \$130,127.00, to include \$77,827.00 for deputy salary, \$45,300.00 for vehicle cost less police equipment and accessories, and \$7,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2013. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2014 through and including September 30, 2015, shall be negotiated and mutually agreed upon in writing prior to October 1, 2014, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2014. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2015 through and including September 30, 2016, shall be negotiated and mutually agreed upon in writing prior to October 1, 2015, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2015. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2016 through and including September 30, 2017, shall be negotiated and mutually agreed upon in writing prior to October 1, 2016, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2016. In

the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.

**ORDINANCE # 2015-03-00812
[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 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

Sec. 1.09.062 Conduct prohibited in parks

- (10) To practice, conduct, or carry on any commercial activity, trade or business activity unless said commercial activity has been approved through a facility use agreement issued by the City Manager or designee.

In approving a facility use agreement for a commercial activity, the City Manager or designee shall consider whether such activity is classified as a recreational activity that enhances the overall well-being of participants and includes but is not limited to the provision of physical fitness classes, athletic sports activities and services that promote healthy lifestyles. It does not include the sale of products and/or goods. While this activity may serve non-residents, the provider must make the provision of recreational programming to Lucas residents a priority. The number of Lucas residents served may be taken into consideration on future applications for use of park facilities.

City of Lucas Park Facilities may be reserved for commercial recreational activity from 5:00 am through 8:00 am and from 7:00 pm through 9:00 pm. The Community Center is not available for use for commercial recreational activity and may only be used by Lucas residents.

A City of Lucas Facility Use Agreement must be completed and submitted together with the required fee to the City Manager for consideration. The Applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000 and must name the City of Lucas as an additional insured on the certificate of insurance.

The Applicant may reserve the park facility for up to two months and must reapply for any subsequent use. If any park facility is left in a condition that is unacceptable to the City, the City reserves the right to not allow the vendor to use any of its facilities in the future;

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 (\$500.00) 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 16 DAY OF APRIL, 2015.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

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

Stacy Henderson, City Secretary

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF COLLIN §

This Agreement for Professional Services (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Metropolitan Infrastructure, PLLC (“Metropolitan”), (collectively referred to as “Parties” and individually as a “Party”), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Metropolitan as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Metropolitan desires to render services and assist the City in the preparation of an update of the City’s Comprehensive Master Plan (the “Project”);

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 term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services 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, Metropolitan 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 Services

2.1 Metropolitan shall provide the services specifically set forth in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by Metropolitan represent the best judgment of Metropolitan.

2.3 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by Metropolitan and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of City. Metropolitan and its

consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. City shall have full authority to authorize Metropolitan, subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. However, unless the services of Metropolitan are retained to adapt the work product of Metropolitan to another project, such re-use of Metropolitan's work product on a project for which Metropolitan has not been retained, shall be at the sole risk of City. All materials and reports prepared by Metropolitan in connection with this Agreement are "works for hire" and shall be the property of City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Metropolitan shall upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Metropolitan pursuant to this Agreement, and in electronic format if requested by City.

Article III Schedule of Work

Metropolitan agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by City.

Article IV Compensation and Method of Payment

4.1 City shall compensate Metropolitan for the services performed under this Agreement in a total fixed fee amount of Seventy-Eight Thousand Dollars (\$78,000.00), as set forth in Exhibit "B".

4.2 City shall pay Metropolitan within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

Article V Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Metropolitan shall only be reimbursed for the premium payments through the date of termination.

Article VI Insurance

6.1 Metropolitan shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Metropolitan's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Metropolitan, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Metropolitan's employees involved in the provision of services under this Agreement.

6.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

6.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Risk Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VII Indemnification

7.1 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 METROPOLITAN PURSUANT TO THIS AGREEMENT. METROPOLITAN 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 ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. METROPOLITAN AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, 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 METROPOLITAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF METROPOLITAN, 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 METROPOLITAN SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO METROPOLITAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). METROPOLITAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY METROPOLITAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7.2 Intellectual Property. METROPOLITAN SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY CITY, ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY LOSS OF ANY KIND BASED ON A CLAIM THAT THE WORK PERFORMED, OR PRODUCTS PROVIDED HEREUNDER, INCLUDING MATERIAL(S) OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF THE MANUFACTURE, SALE OR USE OF SUCH WORK, PRODUCTS OR MATERIALS. SUCH INDEMNIFICATION SHALL INCLUDE ALL DAMAGES AND COSTS INCURRED BY CITY AS THE RESULT OF THE CLAIM, INCLUDING ATTORNEY FEES AND EXPERT WITNESS FEES. METROPOLITAN FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS DIRECTORS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS, FROM AND AGAINST ANY DEMAND FOR PAYMENT FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, DEVICE, ARTICLE, TRADEMARK, TRADE-NAME, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT THAT MAY RESULT FROM THE WORK OR MATERIALS COVERED BY THIS AGREEMENT. PROVIDED, THE FOREGOING INDEMNITY SHALL NOT APPLY IF THE CLAIM RESULTS FROM DELIVERABLES THAT AS FURNISHED BY METROPOLITAN TO CITY DO NOT INFRINGE UPON ANY U.S. LETTERS PATENT OR COPYRIGHT AND (1) CITY'S ALTERATION OF A DELIVERABLE, SUCH THAT SAID DELIVERABLE IN ITS ALTERED FORM INFRINGES UPON ANY PRESENTLY EXISTING U.S. LETTERS PATENT OR COPYRIGHT; OR (2) THE USE OF A DELIVERABLE IN COMBINATION WITH OTHER MATERIAL NOT PROVIDED BY METROPOLITAN WHEN SUCH USE IN COMBINATION INFRINGES UPON AN EXISTING U.S. LETTER PATENT OR COPYRIGHT; OR (3) THE USE OF A DELIVERABLE IN A MANNER MATERIALLY INCONSISTENT WITH THE SPECIFICATIONS PROVIDED BY METROPOLITAN.

Article VIII Miscellaneous

8.1 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.

8.2 Assignment. Metropolitan may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Metropolitan 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.

8.3 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.

8.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas.

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

8.6 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 effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.7 Independent Contractor. It is understood and agreed by and between the Parties that Metropolitan 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 Metropolitan pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Metropolitan 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.

8.8 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: City Manager
City of Lucas
665 Country Club Road
Lucas, TX 75002

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Metropolitan:
Attn: Louis Frisbie, P.E.
Project Manager/President
9601 White Rock Trail, Suite 2014
Dallas, Texas 75238

8.9 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.

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

8.11 Audits and Records. Metropolitan agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Metropolitan's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.12 Conflicts of Interests. Metropolitan represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

8.13 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-09-15/71098)

EXECUTED this _____ day of _____, 2015.

Metropolitan LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"
SCOPE OF SERVICES



METROPOLITAN INFRASTRUCTURE, PLLC
9601 White Rock Trail, Suite 204
Dallas, TX 75238
(214) 341-1501 office
(214) 534-7830 cell
(214) 341-1640 fax
lfrisbie@metroinfrastructure.com

Mr. Joseph Hilbourn
Director of Development Services
City of Lucas
665 Country Club Road
Lucas, TX 75002
(972) 912-1207

Re: Proposal to update the City of Lucas Comprehensive Master Plan

MI 14040

Dear Mr. Hilbourn,

Metropolitan Infrastructure is pleased to submit this proposal to prepare an update of the Comprehensive Master Plan for the City of Lucas.

We understand that the city is interested in using a fresh approach to this important assignment, and Metropolitan Infrastructure is pleased to have an opportunity to assist the city in establishing a Vision for its growth into the future.

The scope of services to be performed by Metropolitan Infrastructure, PLLC is summarized below.

Elements of the Lucas Comprehensive Plan – Deliverable No. 1

Population and Socioeconomic Conditions

Prepare population and socioeconomic estimates and projections for Lucas and its extraterritorial jurisdiction. Estimates and projections shall forecast conditions for years 2020, 2025 and 2030. This section should anticipate annexation to the East, make recommendations, prioritize this expansion and define the population and service impact of potential annexations.

Land Use and Growth Management

Develop a comprehensive set of growth management goals and policies to guide planning and development decisions including the remaining large undeveloped parcels. Provide guidance in making land use decisions, including a current and future zoning map consistent with the City's values.

Transportation

Coordinate the Comprehensive Plan update with the Master Thoroughfare Plan that has been updated in 2014. Provide a prioritization of street reconstruction, intersection improvements

Proposal

1 of 4

March 25, 2015

and possible realignments with projected timelines. This information will become part of the Five-Year Capital Improvement Plan.

Parks and Open Space

Review and update current Parks and Open Space Master Plan including:

- Hiking/Biking/Equestrian Trails Plan - This plan is intended to provide linkage to the Trinity Trail, major community sites, such as schools and parks, and provides recreational opportunities for families as well as encourage healthy lifestyles. The plan will include recommendation and evaluation of trail heads at Brockdale and Highland Park.
- Plan for Entryway Features - One of the goals for the City is to establish community design features and development patterns at the community's edge that communicate one's arrival into Lucas.
- Our Environment - Our natural beauty is one of our most valued assets. How to we protect and preserve our natural beauty and environmental resources must be addressed in the Comprehensive Plan.

Economic Development

Lucas has been purposeful in its zoning of commercial property and this limited opportunity must be developed to best serve the desires and our citizens and cultivate local commerce that is uniquely Lucas. Decide which types of development opportunities are compatible with the City's vision for the future.

Housing

Large lots are the standard for Lucas and the City needs a plan for orderly development and redevelopment of large acre tracts of land; driven by the demand for quality schools in a family-friendly environment.

Stormwater Management

- An existing storm water run-off map indicating out falls to Lake Lavon.
- A future storm water runoff map indicating outfalls to Lake Lavon

Water Infrastructure

Provide a water plan to include storage tanks, elevated and ground storage, and a prioritization of water line replacement and upgrading with projected timelines. This information will become part of the Five-Year Capital Improvement Plan.

Elements of the Capital Improvement Plan – Deliverable No. 2

The City of Lucas Capital Improvement Program (CIP) is a five-year plan for public physical improvements. The CIP provides a forecast of funds available for capital projects and identifies all planned capital improvement projects and their estimated costs over the five-year period.

The first year's program in the CIP is adopted by the City Council as the Capital Budget, as a counterpart to the annual Operating Budget. Although fiscal resources are appropriated only in

the first year of the CIP, the succeeding four years of the CIP are important in providing a longer-term plan for setting spending priorities, scheduling projects in a logical sequence, and coordinating and targeting capital improvement projects for all city departments.

The CIP will typically include the following information:

- A listing of the capital projects or equipment to be purchased.
- The projects ranked in order of preference.
- The plan for financing the projects.
- A timetable for the construction or completion of the project.
- Justification for the project.
- Explanation of expenses for the project.

The City's expectations for the new Comprehensive Plan and Capital Improvement Plan can be summarized as follows:

- Community-based. Organized around goals developed in partnership with Lucas citizens and leaders, through a multi-faceted public participation process that includes several public meetings to gather input and present key concepts.
- The Comprehensive and Capital Improvement Plans should include policies for ongoing decision-making as well as more specific, short term achievable goals as well as a long term vision of the city.
- User-friendly. A format that encourages usage by a broad audience. The Comprehensive and Capital Improvement Plans should utilize a combination of maps, illustrations, tables and succinct writing to convey its message.
- The City anticipates this planning process to take between 6-12 months.

The scope of services includes the creation of the comprehensive plan elements previously described using the following process.

1. Conduct a minimum of three (3) public meetings to solicit input for consideration in developing the Comprehensive and Capital Improvement Plans; present recommendations to the city's planning and zoning commission and City Council.
2. Attend any City Council, Planning and Zoning Commission, and other City Boards, Commissions or Committees as requested by the City during the process, which will be concluded by City Council's passage of an ordinance adopting the Comprehensive and Capital Improvement Plans in accordance with the City's adoption procedures.
3. Provide primary data collection, analysis, and mapping.
4. Review current land use/comprehensive plans for areas adjacent to the planning area for compatibility in preparing the Comprehensive Plan.
5. Define appropriate land uses within the 2030 planning horizon for the planning area.
6. Provide 18 printed copies of the final Comprehensive and Capital Improvement Plans and provide an electronic copy of the final document in PDF format (text and maps).

Fees

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

❖ Comprehensive Master Plan Update	<u>\$ 78,000</u>
TOTAL FIXED FEE:	\$ 78,000

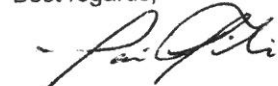
Assumptions

The following assumptions have been made in preparing this agreement:

- ❖ Preparation of topography, right of way, boundary surveying or easements is not included in this proposal
- ❖ Preparation of environmental documents is not included in this proposal
- ❖ Evaluation of bridges or creek drainage (i.e. drainage area maps, calculations, channel flow modeling, scour evaluations) is not included in this proposal
- ❖ Preparation of construction plans or details is not included in this proposal
- ❖ Preparation of geotechnical reports, soil borings, geotechnical services and investigations is not included in this proposal
- ❖ Preparation of traffic counts or traffic maps is not included in this proposal

If required, these supplemental services can be provided for additional fees.

Best regards,



Louis Frisbie, P.E.
Project Manager/President

EXHIBIT "B"
COMPENSATION

Attachment B
Professional Service Agreement
Compensation
Comprehensive Plan Update - Lucas TX

I. Planning Phase Elements			
Population and Socioeconomic Conditions		\$	4,500
Land Use & Growth Management		\$	4,500
Transportation		\$	4,500
Parks and Open Space Planning		\$	7,500
Economic Development		\$	4,500
Housing		\$	4,500
Stormwater Management		\$	4,500
Water Infrastructure		\$	7,500
Public Meetings (4 estimated)		\$	3,600
Council, P&Z, other board meetings (6 estimated)		\$	5,400
GIS Software License and setup		\$	5,500
CADD/GIS Mapping		\$	9,500
Subtotal -	Lump Sum	\$	66,000
II. CIP			
Capital Improvement Plan; development and implementation		\$	10,000
Subtotal -		\$	10,000
Professional Services - Project Labor Total			\$ 76,000
III. Additional Services			
	Sr Engineer	/hr	\$ 200
	Jr Engineer	/hr	\$ 150
	CADD	/hr	\$ 100
IV. Reimbursable Expenses			
Mileage, plotting, scanning, courier fees, etc.		\$	2,000
18 copies of Comprehensive Plan and CIP, plus mapping (not included in Professional Services Project Total)			

METROPOLITAN INFRASTRUCTURE, PLLC

3/25/2015



City Council Meeting
April 2, 2015
6:00 PM
City Hall - 665 Country Club Road – Lucas Texas

Minutes

Call to Order

Mayor Mark called the meeting to order at 6:00p.m.

Present:

Mayor Rebecca Mark
Mayor Pro Tem Kathleen Peele
Councilmember Debbie Fisher
Councilmember Jim Olk
Councilmember Steve Duke
Councilmember Wayne Millsap
Councilmember Philip Lawrence

Staff:

City Manager Joni Clarke
City Attorney Joe Gorfida
Public Works Director Stanton Foerster
Development Services Director Joe Hilbourn
Fire Chief Jim Kitchens
Finance Director Liz Exum
Human Resources Manager Cheryl Meehan
City Secretary Stacy Henderson

It was determined that a quorum was present.
Everyone was reminded to turn off or silence cell phones.
Councilmember Olk led the Pledge of Allegiance.

Citizen Input

1. Citizen Input.

There was no citizen input at this time.

Community Interest

2. Discuss and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature and discuss Senate Bill 343 that erodes the authority of Home Rule Municipalities.

City Manager Clarke discussed the Resolution prepared that was placed on the Consent Agenda that opposes Senate Bill 343 stating Senate Bill 343 does not allow for Home Rule cities to enact ordinances that would differ from certain State regulations.

3. Presentation of Proclamation to Bobette Mauck of the Lucas Fire Department.

Mayor Mark presented the Proclamation to Bobette Mauck for her contributions and implementation of the Ready Set Go Program regarding wild land fires.

4. Student Presentations from Lovejoy ISD:

Katie and Lizzy Rosdorff gave a presentation regarding Veterinary Science and Brendan Dunleavy gave a presentation regarding Gaming Programming.

Consent Agenda

The following items were considered as part of the Consent Agenda.

- 5. Consider adopting Ordinance 2015-02-00811 by amending the Code Of Ordinances by amending Chapter 2 titled “Animal Control” by amending Article 2.01 titled “General Provisions” by amending Section 2.01.001 Titled “Definitions” and amending Section 2.01.002 titled “Violations; Penalty” to set forth specific violations; by re-naming Article 2.02 to read “Caring For Animals” to set forth specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 Titled “Rabies Control” to Article 2.03.**
- 6. Consider adopting Ordinance 2015-01-00808 amending the Code of Ordinances by amending Chapter 3 titled “Building Regulations” by adding a new Article 3.19 titled “Fencing Requirements” to set forth fencing requirements.**
- 7. Consider adopting Resolution 2015-03-00425 opposing Senate Bill 343 and any other legislation which would erode the authority of a Home Rule Municipality.**
- 8. Consider approval of the minutes of the March 19, 2015 City Council meeting.**

Mayor Mark announced that Agenda Items 5 and 6 would be removed from Consent Agenda for further discussion.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Olk, to approve Consent Agenda Items 7 and 8. The motion passed by a 7-0 vote.

Mayor Mark announced that Agenda Items 5 and 6 would be heard during the Regular Agenda portion of the meeting.

Public Hearings

- 9. Consider approval of an application by Mary Feagin for a specific use permit for a self-storage facility on a parcel of land containing 4.417 acres situated in the William Snider survey, Abstract number 821, tract 32, and lot 1 of the SC Lucas Addition.**
 - a. Presentation by Development Services Director Joe Hilbourn**
 - b. Conduct Public Hearing**
 - c. Take action**

Development Services Director Hilbourn gave a presentation discussing the Planning and Zoning Commission’s recommendations of the self-storage facility request.

Councilmember Olk recommended adding the verbiage “outside the storage building” to Item J of Ordinance 2015-03-00426 to state “No on-site storage of commercial or recreational vehicles outside the storage building”.

Mayor Pro Tem Peele discussed screening and elevations of the site and the number of storage units that are currently located within the City.

Councilmember Lawrence stated he had concerns related to the issues that can arise associated with storage facilities such as theft and outside storage, especially without having an on-site manager.

Mayor Mark opened the public hearing at 6:42pm.

Mary Feagin, the applicant 575 N. Country Club, came forward and spoke in favor of the request stating she had a vested interest in the community and had incorporated all the conditions into the site plan recommended by the Planning and Zoning Commission.

Conrad Feagin, the applicant 575 N. Country Club, also spoke in favor and spoke to the security they would have on site, around the perimeter, as well as inside the facility.

Mayor Mark closed the public hearing at 6:49pm.

MOTION: A motion was made by Councilmember Olk, seconded by Councilmember Millsap to approve the request by Mary Feagin for a specific use permit for a self-storage facility on a parcel of land containing 4.417 acres situated in the William Snider Survey, Abstract Number 821, Tract 32, and Lot 1 of the SC Lucas Addition with the following conditions and the verbiage added to Ordinance 2015-03-00426, Item J “outside the storage building”. The motion passed by a 6 – 1 vote with Councilmember Lawrence in opposition.

- A. The Property shall be developed in accordance with the Site Plan attached hereto as Exhibit “B” and made a part hereof for all purposes;
- B. The Property shall be developed in accordance with the Elevations Plan attached hereto as Exhibit “C” and made a part hereof for all purposes;
- C. The buildings shall consist of 100% Austin Stone on east and west elevations;
- D. All colors for all buildings shall be neutral tan and browns;
- E. The monument sign frame shall be in the shape of an L with Austin Stone to match existing signage frames on Angel Parkway;

- F. An eight foot (8') masonry screening wall shall be added on the west side of the detention pond with one three-inch (3") large caliper tree every twenty feet, and a small tree between each large tree staggered in two rows on the east side of the masonry screening wall;
- G. The conduct of sales or other business activity other than storage shall be prohibited within any individual storage unit;
- H. No on-site residence for caretaker/manager shall be permitted;
- I. No storage of U-Haul type truck or trailer shall be permitted on site;
- J. No on-site storage of commercial or recreational vehicles outside the storage building;
- K. No outside storage shall be permitted on-site; and
- L. All fencing shall be wrought iron with masonry and stone posts; and, shall be 8 feet in height as shown on Exhibit "B".

Regular Agenda

- 5. Consider adopting Ordinance 2015-02-00811 by amending the Code Of Ordinances by amending Chapter 2 titled "Animal Control" by amending Article 2.01 titled "General Provisions" by amending Section 2.01.001 Titled "Definitions" and amending Section 2.01.002 titled "Violations; Penalty" to set forth specific violations; by re-naming Article 2.02 to read "Caring For Animals" to set forth specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 Titled "Rabies Control" to Article 2.03.**

Mayor Mark stated she had a comment card from Lou Zriny to speak and asked that she come up at this time.

Lou Zriny, 380 Ingram, spoke in opposition to the request and stated she had concerns that the ordinance did not provide enough language relating to shelter for animals.

Councilmember Millsap discussed the proposed ordinance and clarified the sections that addressed shelter for animals to ensure those needs were being met.

MOTION: A motion was made by Mayor Pro Tem Peele and seconded by Councilmember Lawrence to approve Ordinance 2015-02-00811 amending the Code Of Ordinances by amending Chapter 2 titled "Animal Control" by amending Article 2.01 titled "General Provisions" by amending Section 2.01.001 Titled "Definitions" and amending Section 2.01.002 titled "Violations; Penalty" to set forth specific violations; by re-naming Article 2.02 to read "Caring For Animals" to set forth

specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 Titled “Rabies Control” to Article 2.03. The motion passed by a 7-0 vote.

6. **Consider adopting Ordinance 2015-01-00808 amending the Code of Ordinances by amending Chapter 3 titled “Building Regulations” by adding a new Article 3.19 titled “Fencing Requirements” to set forth fencing requirements.**

Councilmember Fisher stated that she did not believe there was a need to be so restrictive that a privacy fence could not be erected if needed.

Councilmember Duke said that should there be a safety or security issue a homeowner could work with their homeowners association to erect a privacy fence.

City Council members discussed fencing requirements and setback requirements for the front yard.

MOTION: A motion was made by Councilmember Millsap and seconded by Councilmember Duke to approve Ordinance 2015-01-00808 amending the Code of Ordinances by amending Chapter 3 titled “Building Regulations” by adding a new Article 3.19 titled “Fencing Requirements” and set forth fencing requirements. The motion passed by a 5 to 2 vote with Councilmember Fisher and Mayor Pro Tem Peele in opposition.

10. **Consider funding and scheduling of the following transportation infrastructure projects:**
 - A. **Estates Parkway/Rock Ridge Road Intersection**
 - B. **FM 1378 pavement maintenance including the Lucas Christian Academy two turn lanes**
 - C. **White Rock Creek Bridge construction**
 - D. **Country Club Road/W Lucas Road Intersection**
 - E. **W Lucas Road from Country Club Road to Angel Parkway**
 - F. **Lucas Road/Southview Drive Intersection**
 - G. **Parker Road from Murphy Road to SH 78**

Public Works Director Stanton Foerster gave a presentation discussing each of the transportation infrastructure projects proposed.

The City Council stated they were in favor of moving forward with Estates Parkway and Rock Ridge Road intersection, with no additional budget adjustments. There were also in favor of moving forward with improvements to W. Lucas Road from Country Club Road to Angel Parkway with the three-lane alternative and to move forward with improvements to Lucas Road and the Southview Drive intersection.

Mayor Mark stated that the City Council would be taking a break at 8:19pm.

The City Council reconvened from their break at 8:28pm.

11. Consider prioritizing safety enhancements to Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation.

Mayor Mark called the following individuals to speak:

Carol Winston, 315 E. Blondy Jhune stated that City funds would be better spent borrowing money one project at a time and not accruing interest on more than one loan. Ms. Winston also stated that she was not in favor of the City placing guard rails alongside the roads as they ruin the aesthetics of roadway.

Bob Winston, 315 E. Blondy Jhune asked if the loan debt would increase the tax rate and if there were guarantees in place as to how the funds would be spent.

Public Works Director Stanton Foerster gave a presentation regarding the collector street improvements, guard rail removal and enhancements, as well as funds set aside for those improvements.

Councilmember Lawrence asked if there was an advantage to funding one project at a time.

Public Works Director Foerster stated that going through the design process as well as the bidding process separately takes additional time and funding as opposed to conducting the design process and bids all at the same time.

Councilmember Fisher discussed the funding and auditing process that assures funds were allocated properly.

The City Council discussed with Finance Director Exum the potential tax rates depending on the amount of money that was borrowed.

The City Council suggested this item be brought back to the April 16 meeting in order to discuss the City's debt capacity and borrowing funds.

12. Consider the City of Lucas Volunteer Firefighter Pension Plan, redefined benefits and implementation for the qualified participants of the City of Lucas Fire Rescue Department.

Human Resources Manager Cheryl Meehan gave a presentation discussing existing and proposed pension benefits, qualifications to become a member of the pension plan and the costs associated with the three proposals.

Councilmember Millsap discussed his involvement as part of the Pension Board, vesting options, current firefighter training involved as a volunteer firefighter and incentives for recruitment and retainage of volunteers.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve the Lucas Volunteer Firefighter Length of Service Award Program at the benefit level of \$15 minimum, \$300 maximum and funded from reserves with contracts to be reviewed by the City of Lucas to be reviewed by the City Attorney and be placed on the consent agenda at the next City Council meeting when approved by the City Attorney. The Pension Plan will be implemented the first day of the month following the contract being signed. The motion passed by a 7-0 vote.

13. Consider providing input on the revision of the Lavon Lake Master Plan by the U.S. Army Corps of Engineers (USACE).

City Manager Clarke stated that the USACE is requesting feedback by April 10 on revisions to the Lake Lavon Master Plan and suggested possible feedback points to be considered.

Mayor Pro Tem Peele suggested limiting the number of marinas on the lake and restricting access to the trails prohibiting bicycles and vehicles except for emergency vehicles.

The City Council asked City Manager Clarke to move forward with the following recommendations as well as the recommendations from Mayor Pro Tem Peele to the U.S. Army Corps of Engineers regarding the Lake Lavon Master Plan revision. The feedback points were:

- Wild hog management
- Consideration of a lease agreement with USACE regarding Brockdale Park
- Consideration of a lease agreement with USACE regarding Highland Park
- Defining utility corridors
- Preservation of wildlife habitat and support of the Blackland Prairie Raptor Center
- Support of the Trinity Trail Preservation Association
- Expansion of trail network and connectivity
- Coordination of public safety services including emergency medical, fire services and law enforcement
- Protection of existing assets and deterring vandalism
- Limiting the number of marinas
- Prohibiting bicycles and vehicles on trails except for emergency vehicles

14. Consider an Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services commencing on October 1, 2015.

City Manager Clarke asked the City Council what elements they would like to see in a contract with Seis Lagos moving forward for the terms of the agreement, payment schedule and calculating costs associated with the contract.

The City Council and City Attorney discussed points of the existing contract.

Mayor Pro Tem Peele discussed the calculation rate and believed the calculation should be charged per household and all payments should be made upfront.

Councilmember Millsap discussed operating expenses related to capital as well as interest to be as possible consideration of the calculation process.

The City Council discussed various calculation possibilities.

City Manager Clarke stated she had enough information to move forward and would bring a draft contract back to the City Council.

Executive Session

No Executive Session was scheduled for this meeting.

15. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 10:22 p.m. The motion passed by a 7-0 vote.

APPROVED:

Rebecca Mark, Mayor

ATTEST:

Stacy Henderson, City Secretary

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF COLLIN §

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Lucas, Texas, (“City”) and the Seis Lagos Utility District (“Seis Lagos”), (each a “Party” and collectively the “Parties”), acting by and through their authorized officers.

RECITALS:

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement for Emergency Services dated February 24, 2015 (the “Agreement”);

WHEREAS, the Parties desire to enter into a new Interlocal Cooperation Agreement for the purposes of providing Emergency Services to the District and to provide for an annual compensation rate for Emergency Services; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide for Emergency Services; and

WHEREAS, the Parties further desire to secure the benefits of the protection of life and property from fire or explosion by entering into this Agreement for establishing investigative resources to conduct the cause and origin investigation of fires and explosions to perform any latent criminal investigations resulting from said fires or explosions; and

WHEREAS, each Party shall make the payments required under this Agreement from current available revenue;

NOW THEREFORE, in consideration the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Firefighting and Emergency Services

1.1 Upon the request of Seis Lagos or upon receipt of a call for Emergency Services within the scope of services to be provided hereunder, City shall, based upon availability, dispatch firefighting, emergency medical service, disaster support, and related equipment and personnel (“Emergency Services”) to any point designated within the territorial limits of Seis Lagos. The details as to the amounts and types of assistance to be dispatched and/or employed, methods of dispatching and communications, personnel training and operations procedures shall be within the discretion of the Fire Chief of the City of Lucas.

1.2 The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- (a) City shall extend its 911 emergency call and dispatch system to Seis Lagos;
- (b) City will provide the same level and quality of service in performing the terms of this Agreement as are provided in the corporate boundaries of the City. Nothing contained in this Agreement, however, shall require City to construct new facilities, purchase new equipment or retain additional personnel where, in the discretion of the Fire Chief and/or City Manager sufficient equipment, personnel and facilities exist or are available to accommodate appropriate levels of readiness and protection. City does not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality; and
- (c) Seis Lagos agrees to provide City with a copy of the latest official map of Seis Lagos following execution of, and for the duration of, this Agreement.

Article II
Term and Termination

2.1 This Agreement shall begin on October 1, 2015 (“Effective Date”) and shall continue through September 30, 2016. This Agreement shall automatically renew on October 1 of each year (the “Renewal Date”) for five (5) additional one (1) year terms unless Seis Lagos provides written notice of their intent not to renew within One Hundred Twenty (120) days in advance of the renewal date.

2.2 Either Party may terminate this Agreement by giving the other Party 160 days advance written notice of its intent to terminate.

2.3 If Seis Lagos fails to make a quarterly payment of an Annual Contract Amount due hereunder, City may terminate this Agreement after providing written notice to Seis Lagos that payment has not been received; and, if Seis Lagos fails to tender payment within thirty (30) days of receipt of said notice, the City shall send written notice that the Agreement has been terminated if payment is not received during the thirty (30) day notice period.

Article III
Costs for Services

3.1 Seis Lagos agrees to pay City an annual contract amount for Emergency Services based upon a fiscal year with an October 1 start date, to be calculated each fiscal year as follows:

- (a) The calculation for the annual cost will use the most recent audited expenses attributed to the Lucas Fire Department as indicated in the “Statement of Revenues, Expenditures and Changes” under the Lucas Fire Department expenditures category in the City of Lucas Comprehensive Annual Financial Report multiplied by the percentage of homes attributed to the Seis Lagos Utility District. The percentage is calculated by using the data contained in the Collin Central Appraisal District certified tax roll published in late July each year labeled

“Single Family Residence”. (Single Family Residents for Seis Lagos Utility District/ Single Family Residents for Seis Lagos Utility + Single Family Residents for City of Lucas).

- (b) Additionally, Seis Lagos Utility District will pay to the City of Lucas costs associated with annual dispatch charges based on population estimates calculated by taking the number of single family residences per Collin Central Appraisal District multiplied by a factor of 3.5. This amount shall be invoiced annually with payment delivered to the City within thirty (30) days of receipt of said invoice.
- (c) The annual contract amount shall be made in one payment delivered to the City prior to the Effective Date of the Agreement.
- (d) City agrees to furnish Seis Lagos with the Annual Contract Amount for the next annual period to start October 1, not later than the immediately preceding August 1.
- (e) If this Agreement is terminated by Seis Lagos as provided herein, the Annual Contract Amount to be paid by Seis Lagos during the then current year shall be forfeited. If this Agreement is terminated by Lucas as provided herein, the Annual Contract Amount shall be pro-rated and the City shall reimburse Seis for that portion of the year in which service were not provided. This reimbursement shall be made within sixty (60) days of the last date of service.

Article IV Independent Contractor

The Parties intend that City, in performing services specified in this Agreement, shall act as an independent contractor of Seis Lagos and City shall have control of its work and the manner in which it is to be performed. No employee, agent or representative of City shall be deemed to be an employee, agent, or representative of Seis Lagos.

Article V Sovereign Immunity

The Parties hereto are political subdivisions of the State of Texas, each of which has official and sovereign immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity nor shall any provisions of this Agreement be deemed to create any rights to any person not a signatory hereto.

Article VI Liability

6.1 City has and will maintain in full force and effect policies of public liability insurance covering all Parties in the event of loss, damage or injury, to persons or property which may arise from the provision of service under this Agreement. The Parties agree that they shall

be responsible for civil liabilities in the manner provided by Section 791.006(a) of the Texas Interlocal Cooperation Act, as it existed on October 1, 2014. The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.2 In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal civil lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that are provided by the Party's insurance carrier that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the Party.

Article VII Miscellaneous

7.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other Party hereto. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

7.3 Severability. In the event that 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 the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties.

7.5 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

7.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

7.7 Notice. Any notice permitted or required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, to: City Manager
 City of Lucas
 665 Country Club Road
 Lucas, TX 75002

If to Seis Lagos, to: President
 Seis Lagos Utility District
 220 Seis Lagos Tr.
 Wylie, TX 75098

7.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

7.9 Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

7.10 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(signature page to follow)

EXECUTED THIS _____ day of _____, 2015.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Attest:

By: _____
City Secretary

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED THIS _____ day of _____, 2015.

Seis Lagos Utility District

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Julie Fort
Attorney for Seis Lagos Utility District



City of Lucas Council Agenda Request April 16, 2015

Item No. 11

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider proposals from Barnes Disposal for brush chipping and bulk material removal and provide guidance to staff.

Background Information:

The City recently discovered that we could no longer allow citizens to burn per TCEQ requirements in non-attainment counties. In response to that, City Staff has been looking at alternate means to remove brush in the city.

1. Proposal 1 for chipping brush
2. Proposal 2 for removal of all bulk material

Attachments/Supporting Documentation:

1. Proposal 1 for chipping brush
2. Proposal 2 for removal of all bulk material

Budget/Financial Impact:

1. Proposal for just chipping, \$48.00 per home annually
2. Proposal for bulk material removal, \$60.00 per home annually

Recommendation:

Approve Option 2 as presented.

Motion:

I make a motion to Approve/Deny a proposal with Barnes Disposal for either Proposal 1 or Proposal 2 for either chipping brush or for bulk disposal.

Proposal for the Removal of Brush for the Residents of
the City of Lucas, Texas

Submitted by:
Barnes Waste Disposal, Inc.
9122 C.R. 449
Princeton, TX 75407
(972) 396-1139

Purpose:

To provide the residents of Lucas with a low cost means to recycle and/or dispose of brush and tree trimmings resulting from normal property maintenance. Brush from major storm damage, or other natural disasters, is outside the scope of this proposal.

Pricing:

Barnes Waste Disposal, Inc. (BWDI) will provide service at a cost of \$3.98, per household, per month. Price includes \$0.49 City of Lucas franchise fee, and \$0.25 state sales tax. Pricing requires that all households pay for this service, regardless of their use.

Disposal:

Tree trimmings and brush will be chipped, tree trunks and tree limbs that are too large to be chipped will be taken to the Garland landfill for chipping. Chipping produced by BWDI will be left for the resident, at the resident's request, OR taken to the designated disposal site provided by the City of Lucas. Large or entangled brush piles may be taken to the Garland landfill at the discretion of BWDI.

Equipment and Personnel:

BWDI will provide the equipment and personnel for this project.

Collection:

Collection of **NEW** trimmings will occur one to two business days after the residents normal trash collection day, weather permitting. New trimmings should be placed along the roadway in front of the home.

Residents with large brush piles in their pastures or fields will be scheduled on a first requested basis. BWDI must be able to drive our equipment next to the large pile for collection, and the resident assumes all responsibility for any disfigurement or damage to their property.

Scope of the Work:

Collection of brush and tree trimmings only. BWDI will not provide tree trimming services as part of this proposal. The resident or their agent is responsible for all trimming of trees and brush as well as placing the trimmings at the roadway for collection.

Exceptions:

Items such as landscape timbers, wooden fence post, or wood from construction will not be accepted and will be collected under the terms of Bulk Collection within our current contract with the City of Lucas. BWDI will not collection brush or tree trimmings that are the result of land clearing and/or new construction.

Proposal for the Removal of Brush and Bulk for the
Residents of the City of Lucas, Texas

Submitted by:

Barnes Waste Disposal, Inc.

9122 C.R. 449

Princeton, TX 75407

(972) 396-1139

Purpose:

To provide the residents of Lucas with a low cost means to dispose of brush and tree trimmings and bulk resulting from normal property maintenance. Brush and bulk from major storm damage, or other natural disasters, is outside the scope of this proposal.

Pricing:

Barnes Waste Disposal, Inc. (BWDI) will provide service at a cost of \$5.10, per household, per month. Price includes \$0.62 City of Lucas franchise fee, and \$0.32 state sales tax. Pricing requires that all households pay for this service, regardless of their use.

Disposal:

Brush and bulk will be taken to either NTMWDT landfill in Melissa TX. or the Garland Hinton Landfill at the discretion of BWDI.

Equipment and Personnel:

BWDI will provide the equipment and personnel for this project.

Collection:

Collection of **NEW** trimmings and large bulk items will occur one to two business days after the residents normal trash collection day, weather permitting. New trimmings and large bulk should be placed along the roadway in front of the home.

Residents with large brush piles in their pastures or fields will be scheduled on a first requested basis. BWDI must be able to drive our equipment next to the large pile for collection, and the resident assumes all responsibility for any disfigurement or damage to their property.

Scope of the Work:

Collection of brush and tree trimmings only. BWDI will not provide tree trimming services as part of this proposal. The resident or their agent is responsible for all trimming of trees and brush as well as placing the trimmings at the roadway for collection. Bulk items should be place at roadway for collection.

Exceptions:

BWDI will not collection brush, tree trimmings and bulk that are the result of land clearing and/or new construction.



City of Lucas Council Agenda Request April 16, 2015

Requester: Public Works Director Stanton Foerster

Agenda Item:

Consider prioritizing safety enhancements to Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation.

Background Information:

During the April 2, 2015, Lucas City Council Meeting, staff was asked to bring a list of safety enhancement projects forward to the City Council for consideration and prioritization. These project are related to safety improvements along Blondy Jhune Road, Winningkoff Road, Forest Grove Road, Snider Lane, and Stinson Road.

Attachments/Supporting Documentation:

1. Collector Street Information with Schematic Cost Estimates
2. Certificates of Obligation Timeline.

Budget/Financial Impact:

These projects are not funded in the FY 2014-2015 budget. The cost estimates are schematic in nature and are subject to revision as engineering design progresses.

Recommendation:

Staff is recommending using Certificates of Obligation to fund the safety enhancement projects.

Motion:

I move to approve/deny the identified safety enhancements to the Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation in an amount not to exceed \$ _____.

Collector Street	Element	Quantity	Unit	Unit Cost	Cost	Ranking					
						High Five	>>> Four	Medium Three	>>> Two	Low One	
Blondy Jhune Road	Guardrail	2500	LF	\$ 35	\$ 87,500		\$ 52,500		\$ 35,000		
	Culvert	4	EA	\$ 5,000	\$ 20,000					\$ 20,000	
	Headwall	6	EA	\$ 2,000	\$ 12,000					\$ 12,000	
	West Bridge	1	EA	\$ 400,000	\$ 400,000						
	East Bridge	1	EA	\$ 400,000	\$ 400,000						
	Subtotal					\$ 919,500					
Winningkoff Road	Guardrail	1100	LF	\$ 35	\$ 38,500		\$ 38,500				
	Culvert	6	EA	\$ 5,000	\$ 30,000				\$ 30,000		
	Headwall	6	EA	\$ 2,000	\$ 12,000				\$ 12,000		
	Reverse Curve	1	EA	\$ 400,000	\$ 400,000		\$ 100,000	\$ 300,000			
	Subtotal				\$ 480,500						
Forest Grove Road	Guardrail	1200	LF	\$ 35	\$ 42,000				\$ 42,000		
	Culvert	4	EA	\$ 5,000	\$ 20,000				\$ 20,000		
	Headwall	4	EA	\$ 2,000	\$ 8,000				\$ 8,000		
	Subtotal				\$ 70,000						
Snider Lane	Guardrail	1500	LF	\$ 35	\$ 52,500				\$ 52,500		
	Culvert	5	EA	\$ 5,000	\$ 25,000				\$ 25,000		
	Headwall	7	EA	\$ 2,000	\$ 14,000				\$ 14,000		
	Subtotal				\$ 91,500						
Stinson Road	Guardrail	1000	LF	\$ 35	\$ 35,000		\$ 35,000				
	Culvert	4	EA	\$ 5,000	\$ 20,000				\$ 20,000		
	Headwall	4	EA	\$ 2,000	\$ 8,000				\$ 8,000		
	Subtotal				\$ 63,000		\$ 226,000	\$ 300,000	\$ 266,500	\$ 32,000	
	Ten Percent Contingency				\$ 162,450		\$ 80,000	\$ 22,600	\$ 30,000	\$ 26,650	\$ 3,200
	Total By Ranking					\$ 880,000	\$ 248,600	\$ 330,000	\$ 293,150	\$ 35,200	
Cumulative Total By Ranking					\$ 880,000	\$ 1,128,600	\$ 1,458,600	\$ 1,751,750	\$ 1,786,950		
Total					\$ 1,786,950						

CITY OF LUCAS, TEXAS (THE "CITY")
 \$ _____
 COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION,
 SERIES 2015 (THE "OBLIGATIONS")

March							April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4						1	2	1	2	3	4	5	6		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	28	29	30										

Tuesday, January 20, 2015	SAMCO Capital Markets, Inc. ("SAMCO") begins work on the Notice of Sale ("NOS") and the Preliminary Official Statement ("POS")
Thursday, January 29, 2015	City Council meets in a workshop to discuss the issuance of Certificates of Obligations and General Obligation Bonds
Friday, March 6, 2015	SAMCO sends the City the Request for Information ("RFI")
Thursday, April 16, 2015	City Council meets to determine project list and maximum borrowing amount for Certificates of Obligation.
Friday, April 17, 2015	City returns the RFI to SAMCO
Wednesday, April 22, 2015	First draft of the NOS/POS sent to Bond Counsel
Wednesday, April 29, 2015	Comments due on first draft of NOS/POS
Thursday, May 7, 2015	City Council meets to authorize the Notice of Intention Resolution ("NOI") to issue the Obligations
Friday, May 8, 2015	Second draft of NOS/POS sent to Issuer, Bond Counsel and Rating Agency
Wednesday, May 13, 2015	First publication of the NOI in City's paper of record
Friday, May 15, 2015	Comments due on the second draft of the NOS/POS
Week of May 18 th	Hold Rating Call with the City and Rating Agency
Wednesday, May 20, 2015	Second publication of the NOI in City's paper of record
Wednesday, May 27, 2015	Rating due back; Post NOS/POS to the Municipal Advisory Council
Wednesday, June 3, 2015	Post the NOS/POS to PostOS and email link to working group
Wednesday, June 10, 2015	Bids received
Thursday, June 18, 2015	City Council authorizes the issuance of the Obligations at a competitive sale.
Thursday, July 16, 2015	Obligations Closing; Funds wired to the City's depository bank



City of Lucas Council Agenda Request April 16, 2015

Item No. 13

Requester: Fire Chief Jim Kitchens

Agenda Item:

Consider Mutual Aid Contracts between the City of Lucas Fire Rescue and the Cities of Allen, Wylie, McKinney, Murphy, Princeton, the Branch Volunteer Fire Department and the Lowry Crossing Volunteer Fire Department and authorize the City Manager to execute the contract for services on behalf of the City of Lucas.

Background Information:

There is currently an active Mutual Aid Contract in place for each of the jurisdictions listed below. All current agreements were executed in the 1980's or 1990's. The new contracts were rewritten will provide the City of Lucas with up-to-date Mutual Aid Agreements. These new agreements will complement our Auto Aid Agreements with the City of Parker and Fairview.

Attachments/Supporting Documentation:

Mutual Aid Agreements for City of Allen, Wylie, McKinney, Murphy, Princeton, and the Branch Volunteer Fire Department and Lowry Crossing Volunteer Fire Department.

Budget/Financial Impact:

None

Recommendation:

Approve as presented.

Motion:

I move to approve/deny to authorize the City Manager to execute Mutual Aid Agreements with the cities of Allen, Wylie, McKinney, Murphy, Princeton as well as the Branch Volunteer Fire Department and Lowry Crossing Volunteer Fire Department.

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

AGREEMENT FOR MUTUAL AID

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the Lowry Crossing Volunteer Fire Department, Texas (“Lowry Crossing Volunteer Fire Department”), collectively referred to as “Parties,” acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into a Mutual Aid Fire Protection Agreement (“Agreement”) wherein the equipment, facilities, and trained personnel of each fire department are available to respond to emergencies in the other Parties Jurisdiction as provided for in this Agreement on an as requested basis; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of fire and medical emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance as amended, between the Parties for Disaster or civil Emergencies and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

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
Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Fire Chief shall mean the Fire Chief, or designee.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and Lowry Crossing Volunteer Fire Department's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the

Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

**Article VII
Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

**Article VIII
Expending Funds**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

**Article IX
Miscellaneous**

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By:

Joni Clarke, City Manager

Approved as to Form:

By:

Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

Lowry Crossing Volunteer Fire Department, Texas

By:

Paul Wood, Fire Chief

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits or Fire District limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and Branch's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to

furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to Form:

By: _____
Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

Branch Fire District, Texas

By: _____
Jimmy Knipp, Fire Chief

STATE OF TEXAS

§
§
§

AGREEMENT FOR MUTUAL AID

COUNTY OF COLLIN

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the Lowry Crossing, Texas Fire Department (“Lowry Crossing”), collectively referred to as “Parties,” acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into a Mutual Aid Fire Protection Agreement (“Agreement”) wherein the equipment, facilities, and trained personnel of each fire department are available to respond to emergencies in the other Parties Jurisdiction as provided for in this Agreement on an as requested basis; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of fire and medical emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance as amended, between the Parties for Disaster or civil Emergencies and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

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
Definitions

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Fire Chief shall mean the Fire Chief, or designee.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and Lowry Crossing's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to

furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By:

Joni Clarke, City Manager

Approved as to Form:

By:

Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

Lowry Crossing, Texas Fire Department

By:

Paul Wood , Fire Chief

STATE OF TEXAS

§

AGREEMENT FOR MUTUAL AID

COUNTY OF COLLIN

§

§

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of Wylie, Texas (“Wylie”), collectively referred to as “Parties,” acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into a Mutual Aid Fire Protection Agreement (“Agreement”) wherein the equipment, facilities, and trained personnel of each fire department are available to respond to emergencies in the other Parties Jurisdiction as provided for in this Agreement on an as requested basis; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of fire and medical emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance as amended, between the Parties for Disaster or civil Emergencies and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

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
Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Fire Chief shall mean the Fire Chief, or designee.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and Wylie's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to

furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

**Article VII
Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

**Article VIII
Expending Funds**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

**Article IX
Miscellaneous**

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By:

Joni Clarke, City Manager

Approved as to Form:

By:

Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

City of Wylie, Texas

By:

Mindy Manson, City Manager

STATE OF TEXAS

§
§
§

AGREEMENT FOR MUTUAL AID

COUNTY OF COLLIN

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of Princeton, Texas (“Princeton”), collectively referred to as “Parties,” acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into a Mutual Aid Fire Protection Agreement (“Agreement”) wherein the equipment, facilities, and trained personnel of each fire department are available to respond to emergencies in the other Parties Jurisdiction as provided for in this Agreement on an as requested basis; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of fire and medical emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance as amended, between the Parties for Disaster or civil Emergencies and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

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
Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Fire Chief shall mean the Fire Chief, or designee.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and Princeton's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to

furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

Article VII
Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII
Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX
Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By:

Joni Clarke, City Manager

Approved as to Form:

By:

Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

City of Princeton, Texas

By:

Derek Borg, City Manager

STATE OF TEXAS

§
§
§

AGREEMENT FOR MUTUAL AID

COUNTY OF COLLIN

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of Murphy, Texas (“Murphy”), collectively referred to as “Parties,” acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into a Mutual Aid Fire Protection Agreement (“Agreement”) wherein the equipment, facilities, and trained personnel of each fire department are available to respond to emergencies in the other Parties Jurisdiction as provided for in this Agreement on an as requested basis; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of fire and medical emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance as amended, between the Parties for Disaster or civil Emergencies and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

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
Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Fire Chief shall mean the Fire Chief, or designee.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and Murphy's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to

furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to Form:

By: _____
Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

City of Murphy, Texas

By: _____
James Fisher, City Manager

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

AGREEMENT FOR MUTUAL AID

This Mutual Aid Agreement (“Agreement”) is entered into by and between the City of Lucas, Texas (“Lucas”) and the City of McKinney, Texas (“McKinney”), collectively referred to as “Parties,” acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into a Mutual Aid Fire Protection Agreement (“Agreement”) wherein the equipment, facilities, and trained personnel of each fire department are available to respond to emergencies in the other Parties Jurisdiction as provided for in this Agreement on an as requested basis; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of fire and medical emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance as amended between the Parties for Disaster or civil Emergencies and assistance under this Agreement shall be considered as “pre-planned” mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”);

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
Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Fire Chief shall mean the Fire Chief, or designee.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the City limits of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and have agreed to adopt this mutual agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III Termination

Either Party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other Party.

Article IV Activation of Agreement

4.1 This Agreement may be activated by a determination by the Fire Chief or designee of the Party having jurisdiction that the incident, emergency, or imminent threat of an emergency is such that local capabilities are or are predicted to be exceeded. Lucas and McKinney's Fire and/or Emergency Medical Service Units may be simultaneously dispatched for all the types of emergency calls that occur within either Parties Jurisdiction.

4.2 The activation of the Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the other Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party or by the Designee of Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include fire, and emergency medical services, and any other services agreed upon by the Parties through a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party or the Designee of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to

furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating city in which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or upon activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Lucas, Texas

By: _____
Joni Clarke, City Manager

Approved as to Form:

By: _____
Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2015.

City of McKinney, Texas

By: _____
Tom Muehlenbeck, Interim City Manager



City of Lucas Council Agenda Request April 16, 2015

Requester: Mayor Rebecca Mark
City Manager Joni Clarke

Agenda Item:

Consider the Service Tree Program and the process to identify the recipient(s) to honor who have provided extraordinary service to the community.

Background Information:

The Service Tree Program was approved by City Council on July 17, 2014 to provide the City with a way to acknowledge the contributions made by an individual or organization that have made a positive impact on the community. The City will purchase a tree to be planted in the Community Park (next to City Hall) together with a plaque to be placed next to the tree indicating that it is being planted in honor of a their service. These “service” trees would be an ongoing program to demonstrate the City’s appreciation when somebody has demonstrated extraordinary service and a great way to continue to beautify our park. The trees to be utilized for this program will be selected from the list of trees in Section 3.18.024 of the Code of Ordinances.

The City Council sought feedback the Parks and Open Space Board to locate appropriate areas in the park for planting of these service trees.

Attachments/Supporting Documentation:

1. Park and Open Space Board Plan that identifies areas of the Community Park to plant trees.
2. Chapter 3: Building Regulations, Section 3.18.024 Tree and Landscape Materials List

Budget/Financial Impact:

The cost will vary depending on the size of tree and the style of the plaque with the cost of each tree estimated at \$500 and the cost of the plaque approximately \$300. The Public Works Department would be responsible for the acquisition of the tree and planting of the tree as well as the installation of the plaque. Staff time associated with this program would be absorbed within the existing budget the budget for fiscal year 14/15 is \$3,000.

Recommendation:

This program would be a great way to express our appreciation of those individuals that provide service for the betterment of the City. Staff recommends moving forward with the City Council’s selection process to identify possible recipient(s).

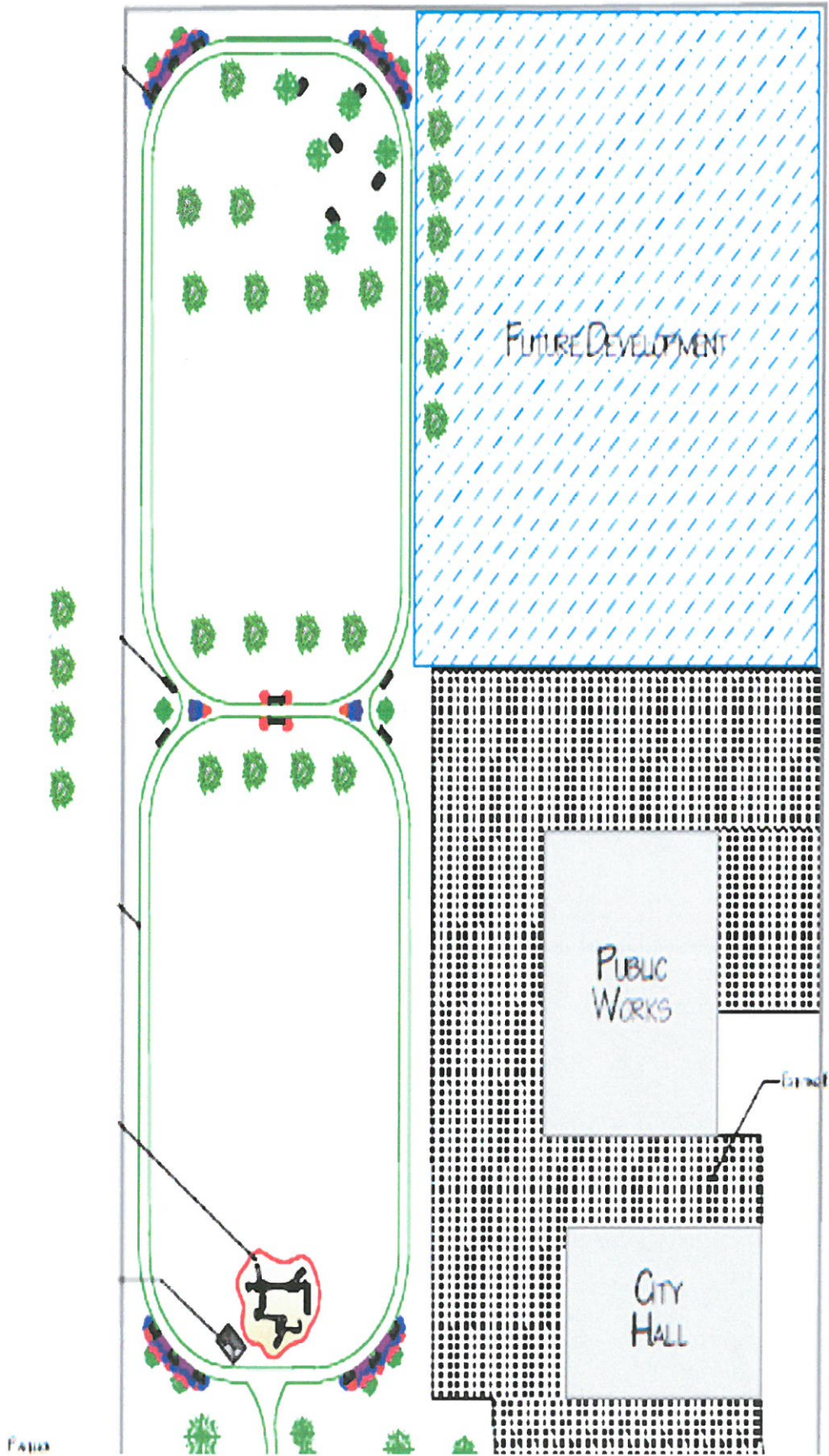


City of Lucas Council Agenda Request April 16, 2015

**Requester: Mayor Rebecca Mark
City Manager Joni Clarke**

Motion:

I move to approve/deny moving forward with the City Council's selection process to identify possible recipient(s).



 **Sec. 3.18.024 Tree and landscape materials list**

The list for tree and landscape materials shall be as follows:

TREE AND LANDSCAPE MATERIAL LIST

Appropriate Trees and Landscaping Material *(R)

LARGE TREES

Box elder maple	Black willow
Bitternut hickory	Pecan (R)
Northern catalpa	Sugar hackberry
American elm	Red maple
White ash	Shumard magnolia
Texas ash	Slippery elm
Eastern red cedar (R)	River birch
Southern magnolia	Black walnut (R)
Eastern cottonwood	Sweetgum
Shumard oak (R)	Red mulberry
Magnolia	Cottonless cottonwood
Pond cypress (R)	Caddo maple
	Saucer magnolia
	Thornless honey locust (R)

SMALL TREES

Montezuma cypress (R)	Western soapberry (R)
Texas oak (Texas red oak) (R)	Chinquapin oak (R)
Arizona cypress (R)	Live oak (R)
Desert willow (R)	Bald cypress (R)
Vasey oak (R)	Bigtooth maple (R)
Bur oak (R)	Lacy oak (R)

Eve's necklace (R)	Golden raintree
Mexican buckeye	Mexican plum (R)
Prairie flameleaf sumac (R)	Purpleleaf plum
Redbud (R)	Roughleaf dogwood
Rusty blackhaw viburnum	Texas persimmon (R)
Texas redbud (R)	Indigo-bush amorpah
Chittamwood	Hawthorn
Eastern redbud (R)	Common persimmon (R)
Eastern wahoo	Possumhaw holly (R)
Yaupon holly (R)	Southern wax myrtle
Chickasaw plum	Carolina cherry laurel
Southern crabapple	Carolina buckthorn
Smooth sumac	Texas sophora
Toothache	Honey mesquite
Texas mesquite	Cedar elm (R)
<u>SHADE TREES</u>	
American elm	Lacebark (Drake) elm
Bald cypress	Live oak
Bigtooth maple	Pecan
Black walnut	Red maple cultivars
Burr oak	Shumard red oak
Cedar elm	Slippery elm
Chinese elm	Southern magnolia
Chinese pistache	Southern red oak
Chinquapin oak	Southern sugar maple cultivars
Deodor cedar	Texas ash
	Thornless-honeylocust

<u>ORNAMENTAL TREES</u>	
Aristocrat pear	Mexican plum
Arizona cypress	Possumhaw holly
Bumelia	Purpleleaf plum
Cherry laurel	Redbud
Crabapple	Rough lead dogwood
Crepe myrtle	Saucer magnolia
Desert willow	Smoketree
Elderica pine	Sweetgum
Flame leaf sumac	Texas sophora
Hawthorne	Vitex
Japanese black pine	Wax myrtle
Leyland cypress	Yaupon holly
<u>EVERGREEN SHRUBS</u>	
Abelia	Nandina
Arborvitae	Nellie R. Stevens
Boxwood	Oleanders
Burford holly	Pampas grass
Cherry laurel	Privet
Elaeagnus	Viburnam
Indian hawthorn	Wax myrtle
Junipers	
<u>GROUND COVERS</u>	
Ajuga	Liriope
Asian jasmine	Mondo grass

Boston ivy	Moneywort
Cinquefoil	Monkey grass
Duchesnia	Sedum
English ivy	Verbena
Hedra spp.	Vinca spp.
Honeysuckle	Virginia creeper
<u>PROHIBITED PLANTS, SHRUBS, TREES</u>	
Arizona ash	Wax leaf
Water hyacinth willow	Ligustrum
Elm Siberian	Mulberry
Eunoymus (any spp.)	Red tip photinia
Green ash	Silver maple
Hackberry	Sycamore

*(R) - See [section 3.18.002](#), Definitions, Replacement Tree.



City of Lucas Council Agenda Request April 16, 2015

Item No. 15

Requester: City Secretary Stacy Henderson

Agenda Item:

Discuss calling a special City Council meeting for canvassing the May 9, 2015 election results.

Background Information:

The time frame in which to canvass the results from the May 9 election is May 12 through May 20. However, the last day to receive ballots from outside the United States is May 14. In order to account for all votes during the election, it is recommended that the City Council hold their special meeting to canvass the results May 18, 19 or May 20. For this special meeting, a quorum need only be present to conduct the special meeting. The time of the meeting may also be a time that is convenient for the City Council members present.

Attachments/Supporting Documentation:

1. Election Calendar

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends calling a Special Meeting to canvass the election on May 18 at 8:00a.m.

Motion:

I move to approve/deny calling a special City Council meeting for _____, 2015 at _____ a.m./p.m.

ELECTION LAW CALENDAR - MAY 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
3-EV LD-Publication of notice of first test of automatic tabulating equipment at polling place if first test is 5/6. LD-Pub. of Notice of the test of DRE equipment to be used at polling place if first test is 5/6.	4-EV FD-Death in family to qualify for late (emer.) early voting. LD-Pub. of Notice of first test of automatic tabulating equipment at central counting sta. if first test is 5/7.	5-EV LD- Early Voting by Personal Appearance. EV ballots may be delivered to EVBB. (5/5 – 5/9) 1 st test if automatic tabulating equip to be used at a poll. place or central counting sta.	6 LD- Receive appl. to cancel mail ballot. LD- Conducting 1 st test of automatic tabulating equip. to be used at polling place. LD- Conducting 1 st test of DRE equip. to be used at poll place or cent. count. sta. Period to apply for late (emergency) ev-death in family (5/6-5/8). Prepare Reg. Voter list for EVBB-if more than one EV polling place. (5/6-5/8) Period to apply for late (emer.) early vot. because of illness/dis. originating on or after 4/29. (5/6– 5/9).	7 LD – Conduct 1 st test of auto. tabulating equipment to be used at central counting station. Notice must be published at least 48 hours before date of test.	8 Recommended: (1) delivery of precinct ev lists/ supplies to pres. el. judges. (2) del. of equipment to polling places (statutory deadline is 6 a.m. on election day). (3) Post Notice of Council Meeting to canvass returns if canvass will be 3 rd day after election. Notice must be posted at least 72 hours before time of meeting. LD-Submitt appl. for & vote a ballot by pers. appearance due to death in imm. family.	9 ELECTION DAY Polls – 7am to 7pm EVC's office must remain open. 5 pm deadline for late appl. – ballots from voters who became ill /dis. 5/2 or later. 7 pm deadline for voters who became ill or disabled 5/3 or later. Deliver EV ballots to EVBB. 2 nd key to box is del. by Police Chief or Marshal. Check mail for EV ballots. Receive precinct records, voting ballots, etc. (CP or Marshal receives box keys). Unofficial Tabulation.
10	11 FD-Pub. access to roster. LD-DeJ Prov. Ballot to Voter Registrar.	12 Provide Oath/Statement. (SOS forms 2201 & 2204) EVBB meet to count ballots received from outside U. S. (5/12 - 5/14) Completion before canvass of ev cast. (5/12-5/20) Period for Off. Canvass. Issue Cert. of Election. (5/12- 5/20). Partial manual count of elect. counted ballots. (5/12-6/1)	13	14 LD- Receive ballot from outside U. S.	15 LD-Prov. voter to present ID to voter registrar or execute required affidavit. LD-Voter registrar to complete review of prov. ballots and for EV judge to retrieve prov. ballots. EVBB meets to count ballots from outside U. S. Type A elect. officials may qualify/assume duties. Canvass must be complete or election cancelled	16 LD-EVBB meets to verify and count provisional ballots. LD-Voter Reg. to designate time of delivery of provisional ballots.
17 Order Runoff Election (5/17-5/26)	18	19 LD-Pres. Judge/EVBB mail notices of rejected mail ballots	20 LD-conducting the official canvass of the election	21	22 Notice of disposition of Prov. Ballots must be mailed to voters (5/22-6/1)	23
24	25	26	27	28	29	30
31						

Black – City Secretary; Red – Mayor/Council; Blue – Candidate; Green – Voter; Purple – Presiding Judge; Orange – EVBB; FD = First Day; LD = Last Day