



PUBLIC NOTICE
City Council Regular Meeting
February 7, 2013, at 7:00 PM
City Hall - 665 Country Club Road

Notice is hereby given that a Regular Meeting of the City Council of the City of Lucas will be held on Thursday, February 7, 2013, at 7 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

Agenda

Call to Order

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

Citizens' Input

At this time citizens who have pre-registered by filling out a "Request to Speak" sheet and have submitted the sheet to the City Secretary before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on a future agenda and posted in accordance with law.

1) Citizens' Input.

Community Interest

2) Items of Community Interest.

Public Hearings

The Public Hearing agenda is provided for the purpose of allowing citizens to ask specific questions regarding only the subject posted for the Public Hearing. Generally the Public Hearing is required by State Law and a record of those attending the Public Hearing is maintained as part of the official record of the proceedings.

3) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-02-00749** concerning a request for zoning of a tract of land situated in the James Anderson Survey, Abstract No. 17, the John McKinney Survey, Abstract No. 596, and the I & G N RY CO Survey, Abstract No. 1060, Collin County, Texas and being part of a called 427.600± acre tract of land described in a deed to HHEC SpinCo LLC as recorded in

Clerk's File No. 20080902001058900, of the Land Records of Collin County, Texas, more commonly known as the Hunt Property located along Parker Road and Southview. Zoning is recommended as follows: Residential one acre (R-1) 238.714 acres and Commercial Business (CB) 188.633 acres. **[Hilbourn] [This is the 2nd Public Hearing, the 1st Public Hearing was held at the Planning & Zoning Commission Meeting, January 10, 2013]**

Regular Agenda

- 4) Discuss and Consider the approval of the minutes from the January 3, 2013 City Council Regular meeting. **[Wingo]**
- 5) Discuss and Consider the approval of **Ordinance # 2013-02-00750** of the City of Lucas, Texas, calling for a General Election to be held on May 11, 2013, for the purpose of electing two (2) city councilmembers at large; by the qualified voters of the City of Lucas; providing for the publication and posting of notice of said election; providing for the appointment of a deputy early voting clerk; providing for early voting; establishing regular business hours of the City Secretary's Office. **[Wingo]**
- 6) Discuss and Consider the approval of **Ordinance # 2013-02-00751** of the City Of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3 "Building Regulations", Article 3.16 "Signs" by amending Section 3.16.003 to provide for a general penalty provision and by amending Section 3.16.007 "Exempt Signs" by adding a new Subsection 3.16.007(14) to provide regulations regarding on Premise Construction Signs. **[Hilbourn]**
- 7) Discuss and Consider the approval of **Resolution # R-2013-02-00395** of the City of Lucas, Texas, authorizing the City Manager to execute the agreement between the City and Dana Huffman for Dana Huffman to serve as presiding Judge for the City's Municipal Court. **[Jenkins]**
- 8) Discuss and Consider the approval of extending the contract between the City of Lucas and the East Texas Coalition for a period of one (1) year for ambulance services. **[Kitchens]**
- 9) Discuss and Consider an update on EMS services. **[Kitchens]**
- 10) Discuss and Consider an update on the Fire Department Expansion Design. **[Kitchens]**
- 11) Adjournment.

As authorized by Section 551.071 (2) of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting.

Approval

Approved by: Mayor Rebecca Mark, February 1, 2013.

Certification

I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, February 1, 2013, as required in accordance with Government Code §551.041.

Kathy Wingo, TRMC, MMC, City Secretary

This building is wheelchair accessible. Any requests for sign interpretive services or other special requests for assistance of the hearing impaired must be made 48 hours in advance of the meeting. To make such arrangements, please call 972-727-8999 or email secretary@lucastexas.us.

LUCAS CITY COUNCIL

Meeting Date: February 7, 2013

AGENDA ITEM:

- Call to Order

- Roll Call

	Present	Absent
Mayor Rebecca Mark	<input type="checkbox"/>	<input type="checkbox"/>
Seat 1 CM Wayne Millsap	<input type="checkbox"/>	<input type="checkbox"/>
Seat 2 CM Jim Olk	<input type="checkbox"/>	<input type="checkbox"/>
Seat 3 CM Steve Duke	<input type="checkbox"/>	<input type="checkbox"/>
Seat 4 CM Philip Lawrence	<input type="checkbox"/>	<input type="checkbox"/>
Seat 5 CM Debbie Fisher	<input type="checkbox"/>	<input type="checkbox"/>
Seat 6 MPT Kathleen Peele	<input type="checkbox"/>	<input type="checkbox"/>

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

Informational Purposes

City Manager Jeff Jenkins	<input type="checkbox"/>
City Secretary Kathy Wingo	<input type="checkbox"/>
Public Works Director Stacy Caudell	<input type="checkbox"/>
Finance Manager Liz Exum	<input type="checkbox"/>
Fire Chief Jim Kitchens	<input type="checkbox"/>
Development Services Director Joe Hilbourn	<input type="checkbox"/>
City Attorney Joe Gorfida, Jr.	<input type="checkbox"/>

Memo from the City Manager regarding upcoming Council meeting February 7, 2012, at 7:00 p.m., in the City Hall Council Chambers.

Item #3

This item corrects an issue caused by the incorrect legal description in the zoning passed in 2009. Now with this zoning, the legal description will match the development agreement and map depiction.

I would approve this ordinance.

Item #6

The changes to this code would allow construction signs. The signs shall not be placed more than seven days in advance of the project, and must be removed within seven days of completion of the project. Only one construction sign per street frontage per property would be allowed.

I would approve these changes to the code.

Item #7

This agreement would renew the contract with Judge Dana Huffman for two years starting on March 1st. The Judge did request in section 4.4, if the case load increases, then the parties shall review this agreement. This clause was requested if there is a major increase in the number of cases due to the new Walmart. Right now, I am not foreseeing a higher demand on the court.

I would approve this agreement.

Item 8 & 9

The current contract with East Texas EMS expires on September 30, 2013. The Coalition is recommending a one-year extension, so that everyone in the Coalition can decide if they want to continue beyond 2014. An extension would allow members to discuss if they want to make changes to their EMS systems. This item is informational, as the actual resolution to extend to extend the contract will be brought back at a later date.

While the contract has been extended, at some point, we need to decide what addition, if any, we want to change/add with our EMS services. There are some options where we could hire East Texas to provide service, or we could establish an ALS service here in Lucas. One other option could be East Texas providing an ambulance at a low rate, and then we provide the personnel.

We do need to think closely about what we would like to do regarding EMS. We do know the transport time frame is above twelve minutes on average, with a growing population here in Lucas. The Chief will provide an update on the latest, and we can further discuss this item.



**City of Lucas
Council Agenda Request**

Council Meeting: February 7, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Citizen's Input.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

No action necessary.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____



**City of Lucas
City Council Agenda
Request**

Council Meeting: February 7, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Items of Community Interest.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

No action necessary.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

described in a deed to HHEC SpinCo LLC as recorded in Clerk's File No. 20080902001058900, of the Land Records of Collin County, Texas, more commonly known as the Hunt Property located along Parker Road and Southview.

APPROVED BY: _____ Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____

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

ORDINANCE # 2013-02-00749
[CHANGE IN ZONING HUNT PROPERTY]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING CLASSIFICATION TO COMMERCIAL BUSINESS (“CB”) FOR THE ±128.633-ACRE TRACT OF LAND IN THE JAMES ANDERSON SURVEY, ABSTRACT 17, AND IN THE JOHN MCKINNEY SURVEY, ABSTRACT 596, LUCAS, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” ATTACHED HERETO, AND TO GRANT A CHANGE IN ZONING TO RESIDENTIAL 1 (“R1”) FOR THE ±238.714-ACRE TRACT OF LAND IN THE JAMES ANDERSON SURVEY, ABSTRACT 17, IN THE JOHN MCKINNEY SURVEY, ABSTRACT 596, AND IN THE I.&G.N. RY. CO. SURVEY, ABSTRACT 1060, LUCAS, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “C” AND DEPICTED IN EXHIBIT “D” ATTACHED HERETO; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

Section 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas are hereby amended to grant a change in zoning to CB for the ±128.633-acre tract of land in the James Anderson Survey, Abstract 821 and in the John McKinney Survey, Abstract 596, Lucas, Collin County, Texas, and being more particularly described in Exhibit “A” and depicted in Exhibit “B” attached hereto and made part hereof for all purposes.

Section 2. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas are hereby amended to grant a change in zoning to R1 for the ±238.714-acre tract of land in the James Anderson Survey, Abstract 17, in the John McKinney Survey, Abstract 596, and in the I.&G.N. RY.

CO. Survey, Abstract 1060, Lucas, Collin County, Texas, and being more particularly described in Exhibit "C" and depicted in Exhibit "D" attached hereto and made part hereof for all purposes.

Section 3. That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 4. That 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 5. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 7TH DAY OF FEBRUARY, 2013.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joe Gorfida, Jr., City Attorney
(JJG/12-21-12/58744)

Kathy Wingo, TRMC, MMC, City Secretary

EXHIBIT "A"
128.633 – ACRE TRACT OF LAND
METES AND BOUNDS

EXHIBIT "A"
 128.633 ACRES
 JAMES ANDERSON SURVEY, No. 17
 JOHN MCKINNEY SURVEY, ABSTRACT No. 596
 COLLIN COUNTY, TEXAS

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the said 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

THENCE along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

- North 89°05'48" East, a distance of 729.50 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of South 85°03'12" East, 399.51 feet;
- Southeasterly, along said curve to the right, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 79°12'12" East, a distance of 356.46 feet to a 5/8-inch iron rod with "KHA" cap set for corner, same being the POINT OF BEGINNING;

THENCE leaving the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract, through said 427.600 acre tract the following courses and distances to wit:

- North 10°48'07" East, a distance of 970.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 15°18'07" East, a distance of 867.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 00°21'11" West, a distance of 947.53 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 14°50'56" West, a distance of 814.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 27°45'23" West, a distance of 297.96 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 88°48'31" East, a distance of 1426.02 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of Southview Drive for the northeastern corner of subject tract;

THENCE along the southwesterly right-of-way line of said Southview Drive (FM No. 1378, a 90-foot wide public right-of-way) and the easterly line of subject tract the following courses and distances to wit:

- South 05°13'22" East, a distance of 332.01 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 3°32'00", a radius of 2820.33 feet and a chord bearing and distance of South 03°27'22" East, 173.90 feet;
- Southeasterly, along said curve to the right, an arc length of 173.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 01°41'22" East, a distance of 1108.80 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 28°33'00", a radius of 617.96 feet and a chord bearing and distance of South 15°57'53" East, 304.75 feet
- Southeasterly, along said curve to the left, an arc length of 307.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 30°14'22" East, a distance of 290.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

IMAGES
 DWG
 SHEET NO. 1
 DATE: 02/07/13
 PROJECT: 063012038
 DRAWN BY: RVC
 CHECKED BY: TWB
 DATE: 05/26/2009
 PROJECT NO.: 063012038
 SHEET NO.: 1 OF 4

		Kimley-Horn and Associates, Inc.			
		12700 Park Central Drive, Suite 1800 Dallas, Texas 75251 Tel. No. (972) 770-1300 Fax No. (972) 239-3820			
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	RVC	TWB	05/26/2009	063012038	1 OF 4

EXHIBIT "A"
128.633 – ACRE TRACT OF LAND
METES AND BOUNDS

EXHIBIT "A"
 128.633 ACRES
 JAMES ANDERSON SURVEY, No. 17
 JOHN McKINNEY SURVEY, ABSTRACT No. 596
 COLLIN COUNTY, TEXAS

THENCE leaving the southwesterly right-of-way line of said Southview Drive , along the common line of the subject tract and a 2.00 acre tract of land described in a deed to Merle D. Harter, et ux, as recorded in Volume 4645, Page 491 of the Deed Records of Collin County, Texas the following courses and distances to wit:

South 87°16'23" West, a distance of 168.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 01°37'05" East, a distance of 603.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 89°01'09" East, a distance of 410.29 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of said Southview Drive for corner;

THENCE along the southwesterly right-of-way line of said Southview Drive and the easterly line of subject tract the following courses and distances to wit:

South 01°59'22" East, a distance of 618.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°36'16" East, a distance of 443.18 feet to a 5/8-inch iron rod with "KHA" cap set for the northern corner of a corner clip at the intersection of said Southview Drive and Parker Road;

THENCE South 44°41'48" West, along said corner clip, a distance of 66.46 feet to a 5/8-inch iron rod with "KHA" cap set for the south corner of said corner clip;

THENCE leaving said corner clip, along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

North 89°53'12" West, a distance of 1047.65 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 89°38'48" West, a distance of 512.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°09'00", a radius of 1860.03 feet and a chord bearing and distance of North 84°46'42" West, 361.40 feet;

Northwesterly, along said curve to the right, an arc length of 361.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 79°12'12" West, a distance of 106.44 feet to the POINT OF BEGINNING and containing 128.633 acres or 5,603,244 square feet of land, more or less.

IMAGES: XREF: SURVEY: MARK, MICHAEL, GLENN, SHAN
 PLOTTED BY: KIDAL, SURVEY, 08/28/2009, 12:00:00 PM
 DWS NAME: JAY, WARD
 20090828 12:00:00 PM

			Kimley-Horn and Associates, Inc.		
12700 Park Central Drive, Suite 1800 Dallas, Texas 75251			Tel. No. (972) 770-1300 Fax No. (972) 239-3820		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RVG	TWM	05/26/2009	063012038	2 OF 4

EXHIBIT "B"

128.633 – ACRE TRACT OF LAND DEPICTION

EXHIBIT "B"
128.633 ACRES
JAMES ANDERSON SURVEY, No. 17
JOHN McKINNEY SURVEY, ABSTRACT No. 596
COLLIN COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	729.50	N89°05'48"E
L2	356.46	S79°12'12"E
L3	970.07	N10°48'07"E
L4	867.16	N15°18'07"E
L5	947.53	N00°21'11"W
L6	814.04	N14°50'56"W
L7	297.96	N27°45'23"W
L8	1426.02	N88°48'31"E
L9	332.01	S05°13'22"E
L10	1108.80	S01°41'22"E
L11	290.04	S30°14'22"E
L12	168.90	S87°16'23"W
L13	603.16	S01°37'05"E
L14	410.29	N89°01'09"E
L15	618.69	S01°59'22"E
L16	443.18	S00°36'16"E
L17	66.46	S44°41'48"W
L18	1047.65	N89°53'12"W
L19	512.30	S89°38'48"W
L20	106.44	N79°12'12"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	11°41'57"	1960.00	400.21	S85°03'12"E	399.51
C2	3°32'00"	2820.33	173.92	S03°27'22"E	173.90
C3	28°33'00"	617.96	307.92	S15°57'53"E	304.75
C4	11°00'00"	1960.00	400.21	N14°41'42"W	391.40

- | | | |
|--|--|---|
| <p>① BILLY C. SIMPSON ET UX
2.289 ACRES
CF# 92-0032231
D.R.C.C.T.</p> | <p>⑦ CITY OF PARKER
TRACT 1
CALLED 1.00 ACRES
CF# 83-0080093
D.R.C.C.T.</p> | <p>⑬ WALTER H. SMITH
CALLED 1.315 ACRES
VOL. 4296, PG. 1204
D.R.C.C.T.</p> |
| <p>② DENNIS P. SCHWARTZ ET UX
CALLED 83.289 ACRES
VOL. 4906, PG. 141
L.R.C.C.T.</p> | <p>⑧ DALE DETARVILLE ET UX
CALLED 1.00 ACRES
VOL. 924, PG. 630
D.R.C.C.T.</p> | <p>⑭ TERRIE SUSAN MONROE
CALLED 1.333 ACRES
VOL. 2313, PG. 862
D.R.C.C.T.</p> |
| <p>③ WILLIAM MARK ROBINSON ET UX
TRACT 2
CALLED 0.6911 ACRES
VOL. 5803, PG. 534
L.R.C.C.T.</p> | <p>⑨ PAUL EDWARDS COATES
VOL. 2640, PG. 932
L.R.C.C.T.</p> | <p>⑮ MICHAEL BENNER ET UX
CALLED 2.0758 ACRES
VOL. 5304, PG. 3835
L.R.C.C.T.</p> |
| <p>④ PARKER COUNTRY CLUB, LP
CALLED 1.137 ACRES
INST# 20060314000334590
O.P.R.C.C.T.</p> | <p>⑩ THOMAS L. SESSUMS
VOL. 1266, PG. 332
D.R.C.C.T.</p> | <p>⑯ GARY TIPTON
CALLED 1.00 ACRES
VOL. 5888, PG. 3344
D.R.C.C.T.</p> |
| <p>⑤ PARKER COUNTRY CLUB, LP
CALLED 1.002 ACRES
INST# 20060314000334600
O.P.R.C.C.T.</p> | <p>⑪ EDDY F. BLANKENSHIP ET UX
CALLED 1.0014 ACRES
VOL. 3253, PG. 362
D.R.C.C.T.</p> | <p>⑰ STONE STREET PROPERTIES
CALLED 0.38 ACRES
INST# 20070213000201550
O.P.R.C.C.T.</p> |
| <p>⑥ THOMAS SESSUMS ET UX
CALLED 3.100 ACRES
VOL. 4607, PG. 342
L.R.C.C.T.</p> | <p>⑫ MATTHEW A. JAMES ET UX
CALLED 1.018 ACRES
VOL. 4713, PG. 2385
D.R.C.C.T.</p> | <p>⑱ KURT ALLEN STRANGE
CALLED 0.808 ACRES
VOL. 5083, PG. 2104
D.R.C.C.T.</p> |

DRAWN BY: MARY K. HORN, LICENSED SURVEYOR, NO. 10000
 CHECKED BY: MARY K. HORN, LICENSED SURVEYOR, NO. 10000
 DATE: 05/26/2009

**Kimley-Horn
and Associates, Inc.**

12700 Park Central Drive, Suite 1800
Dallas, Texas 75251

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RVG	TWM	05/26/2009	063012038	4 OF 4

EXHIBIT "C"
238.714 – ACRE TRACT OF LAND
METES AND BOUNDS

EXHIBIT "A"
238.714 ACRES
JAMES ANDERSON SURVEY, No. 17
JOHN McKINNEY SURVEY, ABSTRACT No. 596
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
COLLIN COUNTY, TEXAS

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, the John McKinney Survey, Abstract Number 596, and the I.&G.N. RY. CO. Survey, Abstract Number 1060, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the beforementioned 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

THENCE leaving the northerly right-of-way line of Parker Road with the westerly line of the 427.600 acre tract, the following courses and distances to wit:

North 01°03'35" West, a distance of 1295.53 feet to a 1/2-inch iron rod found for the southeasterly corner of a called 15.00 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;

North 00°46'37" West, continuing with the westerly line of the 427.600 acre tract and partially with the easterly line of the 15.00 acre tract, a distance of 1615.78 feet to a 5/8-inch iron rod with "KHA" cap set for the easterly common corner of the 427.600 acre tract and a called 29.185 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;

South 89°15'01" West, with the common line of the 427.600 acre tract and the 29.185 acre tract, a distance of 482.00 feet to a 1/2-inch iron rod found for the southerly common corner of the 427.600 acre tract and a called 15.961 acre tract of land described in deed to Norris Ranch, Ltd., recorded in Volume 5878, Page 2019 of the Land Records of Collin County, Texas;

North 01°07'25" West, leaving the northerly line of the 29.185 acre tract, passing at a distance of 594.95 feet a 5/8-inch iron rod found for the easterly common corner of the 15.961 acre tract and a called 10.00 acre tract of land described in deed to Cortesano Brothers, LP (a.k.a. Outback Custom Homes), recorded under Instrument Number 20060823001212270 of the Official Public Records of Collin County, Texas, passing at a distance of 2000.06 feet a 1/2-inch iron rod found for the easterly common corner of a called 18.463 acre tract of land described in deed to Stinson 1415, LLC, recorded under Instrument Number 20050008569 of the Official Public Records of Collin County, Texas, and a called 10.185 acre tract of land described in deed to Richard G. Phillips et ux, recorded in County Clerk's File Number 96-0077102 of the Deed Records of Collin County, Texas, passing at a distance of 2370.06 feet a PK Nail found for the easterly common corner of the 10.185 acre tract and a called 9.973 acre tract of land described in deed to Roger A. Stevens et ux, recorded in Volume 5476, Page 4793 of the Deed Records of Collin County, Texas, continuing in all a distance of 2730.35 feet to a 1/2-inch iron rod found in the southerly line of a called 12.0 acre tract of land described as Tract 1 in deed to Venita Ellis, recorded in County Clerk's File Number 96-0025352 of the Deed Records of Collin County, Texas, for the northerly common corner of the 9.973 acre tract and the 427.600 acre tract;

THENCE with the northerly line of the 427.600 acre tract, the following courses and distances to wit:

South 89°17'35" East, passing at a distance of 156.96 feet a 1/2-inch iron rod found for the southerly common corner of the 12.0 acre tract and Lot 11 of BROOKHAVEN RANCH ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 6, Page 71 of the Deed Records of Collin County, Texas, continuing in all a distance of 1065.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 84°12'23" East, a distance of 435.32 feet to a 5/8-inch iron rod found in the westerly line of a called 14.5 acre tract of land described as Tract I in deed to Guardian Mortgage Company, Inc., recorded in County Clerk's File Number 93-0046259 of the Deed Records of Collin County, Texas, for the easterly common corner of the 427.600 acre tract and Lot 15 of BROOKHAVEN RANCH ESTATES;



**Kimley-Horn
and Associates, Inc.**
 12700 Park Central Drive, Suite 1800
 Dallas, Texas 75251
 Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RVG	TWM	05/26/2009	063012038	1 OF 5

DATE PLOTTED: 05/26/2009 10:52 AM
 PLOTTED BY: J. H. HORN
 LAST SAVED: 05/26/2009 10:52 AM
 MARKS AND DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED
 506089352.DWG

EXHIBIT "C"
238.714 – ACRE TRACT OF LAND
METES AND BOUNDS

EXHIBIT "A"
 238.714 ACRES
 JAMES ANDERSON SURVEY, No. 17
 JOHN MCKINNEY SURVEY, ABSTRACT No. 596
 I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
 COLLIN COUNTY, TEXAS

THENCE South 00°38'53" East, with the common line of the 14.5 acre tract and the 427.600 acre tract, a distance of 352.45 feet to a 5/8-inch iron rod with "KHA" cap set for the westerly common corner of the 14.5 acre tract and the beforementioned 93.442 acre tract;

THENCE North 88°48'32" East, along the southerly line of the 14.5 acre tract, a distance of 273.45 feet to a 5/8-inch iron rod with "KHA" cap set;

THENCE through the 427.600 acre tract, the following courses and distances to wit:

- South 01°11'29" East, a distance of 850.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 15°26'35" East, a distance of 543.34 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 55°39'13" East, a distance of 89.85 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 27°45'23" East, a distance of 520.19 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 14°50'56" East, a distance of 814.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 00°21'11" East, a distance of 947.53 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 15°18'07" West, a distance of 867.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 10°48'07" West, a distance of 970.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner on the northerly right-of-way line of said Parker Road (FM No. 2514);

THENCE along the northerly right-of-way line of said Parker Road (FM No. 2514), the following courses and distances to wit:

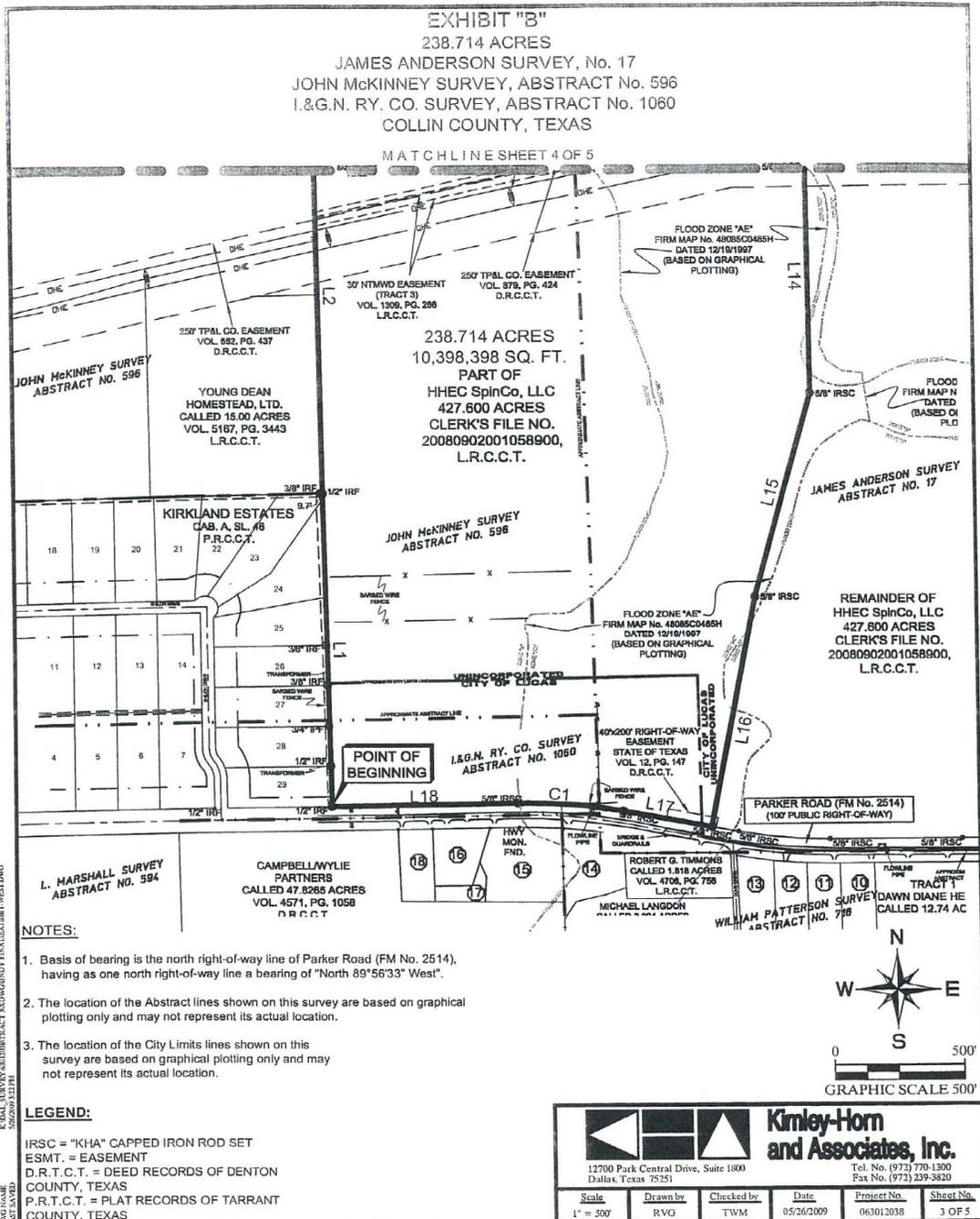
- North 79°12'12" West, a distance of 356.46 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of North 85°03'12" West, 399.51 feet;
- Along said curve to the left, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 89°05'48" West, a distance of 729.50 feet to the POINT OF BEGINNING and containing 238.714 acres or 10,398,398 sq. ft. of land, more or less.

IMAGE: REF: 14567890
 MARK: MICHAEL GORDON
 PLOTTED BY: MICHAEL GORDON
 DATE: 05/26/2009 10:22 AM
 LAST SAVED: 05/26/2009 10:22 AM

		Kimley-Horn and Associates, Inc.		12700 Park Central Drive, Suite 1800 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RVG	TWM	05/26/2009	063012038	2 OF 5		

EXHIBIT "D"

238.714 – ACRE TRACT OF LAND DEPICTION



City of Lucas, Texas
 Ordinance # 2013-02-00749 Change in Zoning Hunt Property
 Approved: February 7, 2013

EXHIBIT "D"

238.714 – ACRE TRACT OF LAND DEPICTION

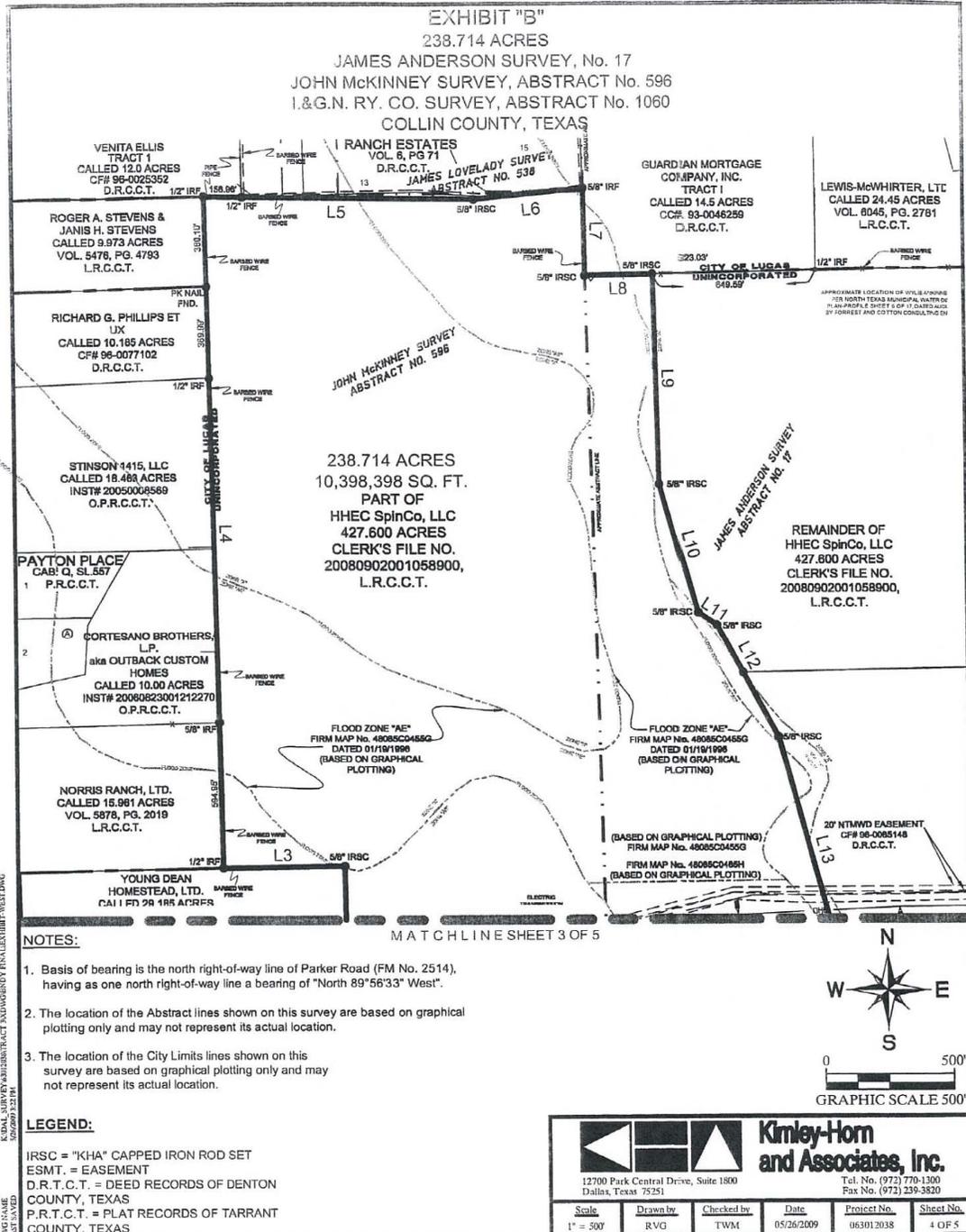


EXHIBIT "D"
238.714 – ACRE TRACT OF LAND
DEPICTION

EXHIBIT "B"
 238.714 ACRES
 JAMES ANDERSON SURVEY, No. 17
 JOHN MCKINNEY SURVEY, ABSTRACT No. 596
 I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
 COLLIN COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	1295.53	N01°03'35"W
L2	1615.78	N00°46'37"W
L3	482.00	S89°15'01"W
L4	2730.35	N01°07'25"W
L5	1065.97	S89°17'35"E
L6	435.32	N84°12'23"E
L7	352.45	S00°38'53"E
L8	273.45	N88°48'32"E
L9	850.00	S01°11'29"E
L10	543.34	S15°26'35"E
L11	89.85	S55°39'13"E
L12	520.19	S27°45'23"E
L13	814.04	S14°50'56"E
L14	947.53	S00°21'11"E
L15	867.16	S15°18'07"W
L16	970.07	S10°48'07"W
L17	356.46	N79°12'12"W
L18	729.50	S89°05'48"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	11°41'57"	1960.00	400.21	N85°03'12"W	399.51

- | | | |
|---|--|---|
| ① BILLY C. SIMPSON ET UX
2.289 ACRES
CF# 92-0032231
D.R.C.C.T. | ⑦ CITY OF PARKER
TRACT 1
CALLED 1.00 ACRES
CF# 93-0060093
D.R.C.C.T. | ⑬ WALTER H. SMITH
CALLED 1.315 ACRES
VOL. 4288, PG. 1204
D.R.C.C.T. |
| ② DENNIS P. SCHWARTZ ET UX
CALLED 83.289 ACRES
VOL. 4908, PG. 141
L.R.C.C.T. | ⑧ DALE DETARVILLE ET UX
CALLED 1.00 ACRES
VOL. 924, PG. 630
D.R.C.C.T. | ⑭ TERRIE SUSAN MONROE
CALLED 1.333 ACRES
VOL. 2313, PG. 652
D.R.C.C.T. |
| ③ WILLIAM MARK ROBINSON ET UX
TRACT 2
CALLED 0.6911 ACRES
VOL. 5603, PG. 534
L.R.C.C.T. | ⑨ PAUL EDWARDS COATES
VOL. 2640, PG. 932
L.R.C.C.T. | ⑮ MICHAEL BENNER ET UX
CALLED 2.0758 ACRES
VOL. 5304, PG. 3635
L.R.C.C.T. |
| ④ PARKER COUNTRY CLUB, LP
CALLED 1.137 ACRES
INST# 20080314000334590
O.P.R.C.C.T. | ⑩ THOMAS L. SESSUMS
VOL. 1269, PG. 332
D.R.C.C.T. | ⑯ GARY TIPTON
CALLED 1.00 ACRES
VOL. 5888, PG. 3344
D.R.C.C.T. |
| ⑤ PARKER COUNTRY CLUB, LP
CALLED 1.002 ACRES
INST# 20080314000334600
O.P.R.C.C.T. | ⑪ EDDY F. BLANKENSHIP ET UX
CALLED 1.0014 ACRES
VOL. 3253, PG. 382
D.R.C.C.T. | ⑰ STONE STREET PROPERTIES
CALLED 0.38 ACRES
INST# 20070213000201550
O.P.R.C.C.T. |
| ⑥ THOMAS SESSUMS ET UX
CALLED 3.100 ACRES
VOL. 4607, PG. 342
L.R.C.C.T. | ⑫ MATTHEW A. JAMES ET UX
CALLED 1.018 ACRES
VOL. 4713, PG. 2385
D.R.C.C.T. | ⑱ KURT ALLEN STRANGE
CALLED 0.908 ACRES
VOL. 5093, PG. 2104
D.R.C.C.T. |

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.
 DATE: 05/26/2009
 DRAWN BY: RVG
 CHECKED BY: TW
 DATE: 05/26/2009
 PROJECT NO.: 063012038
 SHEET NO.: 5 OF 5

		Kimley-Horn and Associates, Inc.			
12700 Park Central Drive, Suite 1800 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820			
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	RVG	TWM	05/26/2009	063012038	5 OF 5



NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas (the "City"), will conduct a Public Hearing on **Thursday, January 10, 2013, at 7:00 p.m.** and City Council will conduct a second Public Hearing on **Thursday February 7, 2013, at 7:00 p.m.** at City Hall, 665 Country Club, Lucas, Texas to consider:

A recommendation for the re zoning of 67.5 + or - acres from CB to R-1 this 67.5 acres is part of a 427.6 acre tract of land currently zoned R-1 and CB situated in the City of Lucas (commonly known as the Northwest corner of Southview Drive and Parker Road) and described as follows:

BEING a tract of land situated in the John McKinney Survey, Abstract Number 596, James Anderson Survey, Abstract Number 17, and the Peter Lawless (I & G R R) Survey, Abstract Number 1060, Collin County, Texas, being all of a tract of land described in a deed to Hassie Hunt Trustee, as recorded in Volume 907, Page 117, of the Deed Records of Collin County, Texas, and being all of a tract of land described in a deed to Hassie Hunt Trustee, as recorded in Volume 925, Page 364, of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner on the northerly end of a corner clip on the westerly right of way line of Farm to Market Road Number 1378 (Southview Drive) and the northerly right of way line of Farm to Market Road Number 2514 (Parker Road);

THENCE South 44°03'00" West, a distance of 69.60 feet to a point for corner;

THENCE North 89°21'00" West, a distance of 1048.60 feet to a point for corner;

THENCE North 89°50'00" West, a distance of 512.60 feet to a point for corner;

at the beginning of a curve to the right, through a central angle of $11^{\circ}09'15''$, a radius of 1,859.86 feet and a chord bearing and distance of North $84^{\circ}15'22''$ West, 361.50 feet;

THENCE along said curve to the right, an arc length of 362.07 feet to a point for corner;

THENCE North $78^{\circ}54'50''$ West, a distance of 460.35 feet to a point for corner at the beginning of a curve to the left, through a central angle of $10^{\circ}28'14''$, a radius of 2189.47 feet and a chord bearing and distance of North $84^{\circ}08'57''$ West, 399.56 feet;

THENCE along said curve to the left, an arc length of 400.12 feet to a point for corner;

THENCE South $89^{\circ}38'00''$ West, a distance of 728.98 feet to a point for corner;

THENCE North $00^{\circ}32'00''$ West, a distance of 2905.68 feet to a point for corner;

THENCE North $89^{\circ}41'53''$ West, a distance of 482.05 feet to a point for corner;

THENCE North $00^{\circ}32'00''$ West, a distance of 2728.23 feet to a point for corner;

THENCE South $89^{\circ}49'00''$ East, a distance of 983.50 feet to a point for corner;

THENCE North $87^{\circ}07'00''$ East, a distance of 509.89 feet to a point for corner;

THENCE South $01^{\circ}50'13''$ East, a distance of 346.62 feet to a point for corner;

THENCE North $90^{\circ}00'00''$ East, a distance of 1804.65 feet to a point for corner;

THENCE South $16^{\circ}55'00''$ East, a distance of 339.97 feet to a point for corner at the beginning of a curve to the right, through a central angle of $12^{\circ}58'00''$, a radius of 909.72 feet and a chord bearing and distance of South $10^{\circ}26'00''$ East, 205.44 feet;

THENCE along said curve to the right, an arc length of 205.88 feet to a point for corner;

THENCE South $03^{\circ}57'00''$ East, a distance of 1429.87 feet to a point for corner at the beginning of a curve to the right, through a central angle of $2^{\circ}48'40''$, a radius of 2820.34 feet and a chord bearing and distance of South $02^{\circ}32'40''$ East, 138.36 feet;

THENCE along said curve to the right, an arc length of 138.37 feet to a point for corner;

THENCE North 45°57'23" East, a distance of 12.35 feet to a point for corner;

THENCE South 01°19'00" East, a distance of 1135.80 feet to a point for corner at the beginning of a curve to the left, through a central angle of 28°32'59", a radius of 618.00 feet and a chord bearing and distance of South 15°35'31" East, 304.76 feet;

THENCE along said curve to the left, an arc length of 307.94 feet to a point for corner;

THENCE South 29°52'00" East, a distance of 294.07 feet to a point for corner;

THENCE South 89°18'00" West, a distance of 178.32 feet to a point for corner;

THENCE South 01°45'40" East, a distance of 606.95 feet to a point for corner;

THENCE North 89°17'00" East, a distance of 410.60 feet to a point for corner;

THENCE South 00°59'18" East, a distance of 1065.36 feet to the POINT OF BEGINNING and containing 427.600 acres or 18,626,248 sq. ft. of land, more or less.

Those wishing to speak **FOR** or **AGAINST** the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas Texas 75002, 972-727-8999, email kwingo@lucastexas.us, or Fax 972-727-0091 and they will be presented at the Hearing.

Kathy Wingo, TRMC, MMC
City Secretary, Lucas, Texas



**City of Lucas
Council Agenda Request**

Council Meeting: February 7, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of the minutes from the January 3, 2013, City Council Regular meeting.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

See attached.

MOTION:

I make a Motion to approve the minutes from the January 3, 2013, City Council Regular meeting as presented.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City Council Regular Meeting
January 3, 2013, at 7:00 PM
City Hall - 665 Country Club Road**

Minutes

Call to Order

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

Present:

Mayor Rebecca Mark
Councilmember Wayne Millsap (absent)
Councilmember Steve Duke (absent)
Councilmember Debbie Fisher
City Secretary Kathy Wingo
Development Services Director Joe Hilbourn

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Philip Lawrence (absent)
City Manager Jeff Jenkins

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.
Development Services Director Joe Hilbourn led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

There was no one in the audience to provide Citizens' Input.

Community Interest

2) Items of Community Interest.

Councilmember Debbie Fisher reminded everyone that it is cold and flu season, you should keep eyes on your elderly neighbors.

Public Hearings

3) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-01-00747** of the City of Lucas, Texas, amending the Code of Ordinances by amending Ordinance # 2008-12-00635, adjusting in-city and out-of-city residential water rates,

adding a non-residential customer class; implementing a meter-size based minimum charge structure; increasing residential and non-residential minimum charges and volumetric rates over a five year period at the levels and effective dates indicated in the rate tables provided within this ordinance; providing a severability clause; providing a repealing clause; and providing an effective date. **[Jenkins]**

The Public Hearing was opened at 7:02 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:02 p.m.

The tables included in the ordinance have been reviewed by Council in prior meetings and all comments from the previous discussions have been incorporated into the final table.

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve **Ordinance # 2013-01-00747** of the City of Lucas, Texas, amending the Code of Ordinances by amending Ordinance # 2008-12-00635, adjusting in-city and out-of-city residential water rates, adding a non-residential customer class; implementing a meter-size based minimum charge structure; increasing residential and non-residential minimum charges and volumetric rates over a five year period at the levels and effective dates indicated in the rate tables provided within this ordinance; providing a severability clause; providing a repealing clause; and providing an effective date. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 4-0.

- 4) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-01-00748** of the City of Lucas, Texas, establishing a wastewater rate structure; providing a severability clause; providing a repealing clause; and providing an effective date. **[Jenkins]**

The Public Hearing was opened at 7:07 p.m.

There was no one present who wished to speak FOR or AGAINST this item.

The Public Hearing was closed at 7:07 p.m.

City Manager Jeff Jenkins stated that there have been discussions with the customers being affected by this and there seems to be no concerns from those customers.

MOTION: Councilmember Debbie Fisher made a Motion to approve **Ordinance # 2013-01-00748** of the City of Lucas, Texas, establishing a wastewater rate structure; providing a severability clause; providing a repealing

clause; and providing an effective date. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 4-0.

Regular Agenda

- 5) Discuss and Consider the approval of the minutes from the December 6, 2012 City Council Regular meeting. **[Wingo]**

MOTION: Councilmember Jim Olk made a Motion to approve the minutes from the December 6, 2012 City Council Regular meeting as presented. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 4-0.

- 6) Discuss and Consider approval of an Arts and Craft event to be held in May, 2013. **[Hilbourn]**

The Parks & Open Space Board is recommending the City host an Arts and Craft event to be held in May, 2013.

May is not a good time for Staff as it is the time of year for elections and budget preparation for the coming year.

Councilmember Debbie Fisher stated that families are busy with end of the school year activities. Would it not be better to set up a non-profit to better help with the accounting portion of the event?

Development Services Director Joe Hilbourn stated that if each booth asked for power, each would require at least 20 amps of power, costing roughly \$10,000 for the initial power supply to each booth.

Mayor Rebecca Mark says she does not see this event as a revenue generating event. There would be overtime for employees and the cost of supplying power. The does not seem to be a revenue generating event for the parks. Typical arts & craft fairs are held during the fall and would have 10 – 20 booths. There would also be very few vendors who require power.

There was a discussion of incorporating this type of event into Founder's Day. The number of vendor booths would be limited, with Lucas residents being given first priority.

Councilmember Debbie Fisher asked that creating a 503b and presenting a business plan be considered by the Parks & Open Space Board.

Councilmember Jim Olk stated that if the Parks & Open Space Board has a project in mind and needs money they should come before Council and present the situation. At that time Council can consider making a budget amendment or perhaps plan for the project in the coming year's budget.

No action taken on this item.

7) Adjournment.

MOTION: Councilmember Jim Olk made a Motion to adjourn the meeting at 7:29 p.m. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on February 7, 2013.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC, City Secretary



City of Lucas Council Agenda Request

Council Meeting: February 7, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: 6110-445

Date Prepared: January 29, 2013

Budgeted Amount: \$ 6,000 approx.

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of **Ordinance # 2013-02-00750** of the City of Lucas, Texas, calling for a General Election to be held on May 11, 2013, for the purpose of electing two (2) city councilmembers at large; by the qualified voters of the City of Lucas; providing for the publication and posting of notice of said election; providing for the appointment of a deputy early voting clerk; providing for early voting; establishing regular business hours of the City Secretary's Office.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

See attached.

Contract for elections services will be brought back to Council at a later date for action.

MOTION:

I make a Motion to approve **Ordinance # 2013-02-00750** of the City of Lucas, Texas, calling for a General Election to be held on May 11, 2013, for the purpose of electing two (2) city councilmembers at large; by the qualified voters of the City of Lucas; providing for the publication and posting of notice of said election; providing for the appointment of a deputy early voting clerk; providing for early voting; establishing regular business hours of the City Secretary's Office.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____

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

ORDINANCE # 2013-02-00750
[Calling for May 11, 2013 General Election]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 11, 2013, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS AT LARGE; BY THE QUALIFIED VOTERS OF THE CITY OF LUCAS; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE OF SAID ELECTION; PROVIDING FOR THE APPOINTMENT OF A DEPUTY EARLY VOTING CLERK; PROVIDING FOR EARLY VOTING; ESTABLISHING REGULAR BUSINESS HOURS OF THE CITY SECRETARY'S OFFICE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUCAS:

SECTION 1. That a general (regular) municipal election is hereby ordered to be held on May 11, 2013, for the purpose of electing two (2) City Councilmembers at-large, Seats 5 and 6, for a three (3) year term.

SECTION 2. Notice of the election shall be posted on the bulletin board used to post notice of the City Council meetings no later than the twenty-first day before election day. The notice of the election shall also be published in a newspaper of general circulation in the City no earlier than the thirtieth day and no later than the tenth day before election day. The notice shall state the nature and date of the election, the wording of all ballot propositions, the location of each polling place, hours that the polls will be open, and any other early voting and election-related information required by law. The notice must be provided in both English and Spanish. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting, and such person shall sign said record.

SECTION 3. The governing body is authorized to sign the Order and Notice of General Election that shall be published in accordance with the provisions of the Texas Election Code.

SECTION 4. The Office of the City Secretary shall perform all duties normally performed by the County Clerk in a general election with respect to early voting, giving notice of the election and preparing the official ballots and is hereby appointed as the Election Clerk.

SECTION 5. The City Secretary is expressly authorized to obtain election supplies and equipment required by law and necessary to conduct said election.

SECTION 6. The City Secretary is authorized to recruit qualified election workers and return to the City Council a Resolution approving the selected election workers.

SECTION 7. All qualified voters of the City of Lucas, shall be permitted to vote for two (2) Councilmembers at-large. In addition, the election materials as outlined in Section 272.005, Texas Election Code shall be printed in both English and Spanish for use at the polling place and for early voting of said election.

SECTION 8. All voting boxes shall be inspected and sealed by the City Secretary for all the public to witness on Friday, April 26, 2013, at 1:00 p.m. at Lucas City Hall, 665 Country Club Road, Lucas, Texas.

SECTION 9. The City Secretary's Office shall accept Candidate Applications for a place on the ballot beginning on January 30, 2013 and ending on March 1, 2013 by 5:00 p.m.

SECTION 10. On May 11, 2013, the voting for said election shall take place at 665 Country Club Road, Lucas, Texas. The polls shall be open from 7:00 a.m. to 7:00 p.m. Paper ballots, electronic voting systems, and hand counting shall be used for voting in the said election.

SECTION 11. The City Secretary shall receive applications, in person, at 665 Country Club Road, Lucas, Texas, for a ballot to be used for early voting by mail beginning on March 12, 2013 and ending May 3, 2013, at 5:00 p.m.

SECTION 12. Early voting shall be conducted by the Office of the City Secretary in the Lucas City Hall, 665 Country Club Road and electronic voting system as well as paper ballots shall be used for early voting by mail and direct personal appearance for the election shall commence on April 29, 2013, at 8:00 a.m. and end at 7:00 p.m. on May 7, 2013. Early voting by personal appearance shall be conducted during the regular business hours of the City Secretary's Office each business day from 8:00 a.m. until 5:00 p.m., except for the Tuesday, April 30, 2013 and May 7, 2013. On the Tuesdays specified, early voting by personal appearance, the City Secretary's regular business hours are hereby designated as 7:00 a.m. until 7:00 p.m. Temporary Deputy Early Voting Clerks are hereby designated to assist in the absence of the Early Voting Clerk (City Secretary) during the said election and early voting. Jeanine Harvell, Delta Moody, Jennifer Faircloth, Donna Bradshaw, Cheryl Meehan, and Eli Jepsen are duly appointed as Temporary Deputy Early Voting Clerks for the City of Lucas. Each shall serve in full capacity as the Early Voting Clerk in the absence of the Early Voting Clerk (City Secretary).

SECTION 13. The City Hall, located at 665 Country Club Road, Lucas, Texas, is hereby established as the Counting Station to receive and tabulate votes and ballots cast in said election. The following persons are hereby authorized and approved as persons employed and designated to handle the ballots, count the ballots, and to be present in the Central Counting Station:

(a) Presiding Election Judge

- (b) Alternate Judge/Clerk
- (c) Clerks
- (d) Early Voting Clerk/City Secretary
- (e) Temporary Deputy Early Voting Clerks

The City Secretary shall present the election returns to the City of Lucas City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code. Each candidate for each of the elections ordered herein shall, in accordance with state law, appoint a watcher to be present at the Central Counting Station to observe the election counting process and the notice of such appointment shall be given to the City Secretary.

SECTION 14. Should any candidate in the general municipal election fail to receive a majority by virtue of a tie vote and such cannot be resolved in accordance with state law, then in that event the City Council hereby authorizes a run-off election to be held on June 15, 2013.

SECTION 15. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 16. This ordinance shall take effect immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Lucas this 7th day of February, 2013.

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC, City Secretary

APPROVED AS TO FORM:

Joe Gorfida, City Attorney
(ALS/1-22-10/41596)

ORDER AND NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)

To the Registered Voters of the City of Lucas, Texas;
Notice is hereby given that the polling places listed below will open from 7:00 a.m. to 7:00 p.m. on May 11, 2013, for voting general election to elect two (2) Councilmembers at-large.

*(A los votantes registrados de la ciudad de Lucas, Texas:
Por la presente se notifica que las casillas electorales nombradas abajo se abrirán desde las 7:00 a.m a 7 p.m. el 11 de Mayo, 2013. Para votar en la Elección General para elegir dos (2) Miembros de consejo).*

LOCATIONS OF POLLING PLACES

(Dirección (es) de las casillas electorales)

Location of Election Day Polling Places

Include Name of Building and Address

(Ubicación de las casillas electorales el Día de Elección)

(Incluir Nombre del Edificio y Dirección)

Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002

(location) (sitio)

Precinct Number(s) 128, 41

(Número de precinto) 128, 41

For early voting, a voter may vote at any of the locations listed below:

(Para Votación temprana, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Location of Election Day Polling Places

Include Name of Building and Address

(Ubicación de las casillas electorales del Día de Elección)

(Incluir Nombre del Edificio y Dirección)

Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002

(location) (sitio)

Precinct Number(s) 128, 41

(Número de precinto) 128, 41

Between the hours of 8:00 a.m. and 5:00 p.m. each weekday beginning on April 29, 2013 and ending on May 7, 2013. Tuesday Early Voting will be held April 30 and May 7, 2013 from 7:00 a.m. to 7:00 p.m.

Entre las horas de 8:00 a.m. a 5:00 p.m. cada día laborable que comienza el 29 de Abril, 2013 y se termina el 7 de Mayo, 2013. El martes la votación temprana será sostenida el 30 de Abril y el 7 de Mayo, 2013 desde las 7:00 a.m. a 5:00 p m..

Applications for ballot by mail shall be mailed to:

(Las solicitudes para votación por correo en caso de ausencia deberán enviarse a:)

Kathy Wingo

(Early Voting Clerk)

(Secretaria de la Votación)

665 Country Club

(Address) *(Dirección)*

Lucas 75002

(City) *(Ciudad)* (Zip Code) *(Código Postal)*

CITY OF LUCAS, TEXAS

ORDINANCE # 2013-02-00750 May 11, 2013 GENERAL ELECTION ORDER

Approved February 7, 2013

Applications for ballots by mail must be received no later than the close of business on: May 3, 2013.

(Las aplicaciones para votaciones por correo no deben ser recibidas más tarde que al final del día de negocio, 3 de mayo, 2013.)

Issued this the 7th day of February, 2013
(Emitada este día 7 de Febrero, 2013.)

Rebecca Mark, Mayor
(Alcalde)

Kathleen Peele, Mayor Pro Tem
(Alcalde Pro Tem)

Wayne Millsap, Councilmember
(Miembro de consejo)

Jim Olk, Councilmember
(Miembro de consejo)

Steve Duke, Councilmember
(Miembro de consejo)

Philip Lawrence, Councilmember
(Miembro de consejo)

Debbie Fisher, Councilmember
(Miembro de consejo)



**City of Lucas
Council Agenda Request**

Council Meeting: February 7, 2013

Requestor: Joe Hilbourn

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of **Ordinance # 2013-02-00751** of the City Of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3 "Building Regulations", Article 3.16 "Signs" by amending Section 3.16.003 to provide for a general penalty provision and by amending Section 3.16.007 "Exempt Signs" by adding a new Subsection 3.16.007(14) to provide regulations regarding on Premise Construction Signs.

RECOMMENDED ACTION:

SUMMARY:

See attached.

MOTION:

I make a Motion to approve **Ordinance # 2013-02-00751** of the City Of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3 "Building Regulations", Article 3.16 "Signs" by amending Section 3.16.003 to provide for a general penalty provision and by amending Section 3.16.007 "Exempt Signs" by adding a new Subsection 3.16.007(14) to provide regulations regarding on Premise Construction Signs.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

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

ORDINANCE # 2013-02-00751

[Construction Sign Regulations]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3 “BUILDING REGULATIONS”, ARTICLE 3.16 “SIGNS” BY AMENDING SECTION 3.16.003 TO PROVIDE FOR A GENERAL PENALTY PROVISION AND BY AMENDING SECTION 3.16.007 “EXEMPT SIGNS” BY ADDING A NEW SUBSECTION 3.16.007(14) TO PROVIDE REGULATIONS REGARDING ON PREMISE CONSTRUCTION SIGNS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend Chapter 3 “Building Regulations,” Article 3.16 “Signs,” by amending section 3.16.003 to provide for a general penalty for violating provisions of Article 3.16 and by amending Section 3.16.007(14) to provide for regulations regarding the placement of on-premise construction signs.

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

SECTION 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 “Building Regulations,” Article 3.16 “Signs,” by amending Section 3.16.003 to provide for a general penalty provision and by amending Section 3.16.007(14) to provide for regulations regarding the placement of on-premise construction signs, to read as follows:

"CHAPTER 3 BUSINESS REGULATIONS

ARTICLE 3.16 SIGNS

[...]

Sec. 3.16.003 Penalty

Any person, firm or corporation violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty or fine as provided in Section 1.01.009(a) of this Code for each offense, and every day such offense is continued shall constitute a new and separate offense.

[...]

Sec. 3.16.007 Exempt Signs

Exempt signs as designated under this section are allowed without a permit in all zoning districts in accordance with this article.

[...]

- (14) Construction Signs shall conform to the following requirements:
 - (A) The sign area shall not exceed twelve (12) square feet.
 - (B) Construction Signs may not be illuminated.
 - (C) Signs shall not be placed more than seven (7) days in advance of the project, and must be removed within seven (7) days of completion of the project.
 - (D) Only one Construction Sign per street frontage, per property is permitted.”

SECTION 2. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 3. That all provisions of the ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, 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 Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Five 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 the publication of the caption, as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Lucas, Texas, on the 7th day of February, 2013.

By: _____
Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary

APPROVED AS TO FORM:

Joe Gorfida, Jr., City Attorney
(JG/10-26-12/57936)

Sec. 3.16.002 Definitions

Construction Sign. Any temporary on-premise sign located upon a site where construction or landscaping is in progress and relating specifically to the project which is under construction provided that no such sign shall exceed a total of twelve (12) square feet in sign area.

Sec. 3.16.007 Exempt signs

(13) Construction signs shall conform to the requirements of this section:

- a. The Sign Area shall not exceed twelve (12) square feet;
- b. Signs may not be illuminated;
- c. Signs shall not be placed more than seven (7) days in advance of the project, and must be removed within seven (7) days of completion of the project;
- d. Only one (1) sign per street frontage, per property is allowed;
- e. No sign permit is required.



**City of Lucas
Council Agenda Request**

Council Meeting: February 7, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: _____

Date Prepared: January 29, 2013

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of **Resolution # R-2013-02-00395** of the City of Lucas, Texas, authorizing the City Manager to execute the agreement between the City and Dana Huffman for Dana Huffman to serve as presiding Judge for the City's Municipal Court.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

See attached.

MOTION:

I make a Motion to approve **Resolution # R-2013-02-00395** of the City of Lucas, Texas, authorizing the City Manager to execute the agreement between the City and Dana Huffman for Dana Huffman to serve as presiding Judge for the City's Municipal Court.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

RESOLUTION # R-2013-02-00395
[Approving Agreement for Municipal Court Judge]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR MUNICIPAL COURT JUDGE BETWEEN THE CITY AND DANA HUFFMAN FOR DANA HUFFMAN TO SERVE AS PRESIDING JUDGE FOR THE CITY'S MUNICIPAL COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lucas (the "City") has been presented an Agreement for Municipal Court Judge between the City and Dana Huffman for Dana Huffman to serve as the Presiding Judge for the City's Municipal Court (the "Agreement");

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

SECTION 1. The City Manager shall execute the Agreement, attached hereto as Exhibit "A," for Dana Huffman to serve as the Presiding Judge for the City's Municipal Court.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on the 7th day of February, 2013.

APPROVED:

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, MMC, City Secretary

APPROVED AS TO FORM:

Joe Gorfida, City Attorney
(JIG/01-28-13/59192)

2.4 Judge is not precluded from performing such legal services in maintaining her private practice of law, and nothing construed herein shall preclude her from maintaining her private legal practice.

2.5 Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

Article III Municipal Court Docket

Judge agrees to preside over the City's Municipal Court docket once per month. If additional court dates in excess of once per month are necessary, the Judge shall be compensated as provided in Section 4.2.

Article IV Compensation and Method of Payment

4.1 City shall compensate Judge in the amount of Five Hundred Dollars (\$500.00) per month.

4.2 City shall compensate Judge at the rate of one hundred twenty-five dollars per hour (\$125.00) if additional court dates in excess of one per month are required.

4.3 City shall compensate the Judge for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving the Judge's invoice reflecting her time and billing, provided there are no errors or discrepancies.

4.4 The Parties agree that if the City's Municipal Court case load increases for any reason, the Parties shall review the terms of this Agreement and the Judge's compensation.

Article V Removal of Judge/Termination

5.1 The Parties acknowledge that the Judge can be removed for cause.

5.2 Furthermore, either Party may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Judge shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article VI Miscellaneous

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Judge, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City.

6.8 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, Texas 75002

With Copy to:
Joe Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Judge:

6.9 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.

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

6.11 Audits and Records. Judge agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Judge'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 City or date of termination if sooner.

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

[Signature Page to Follow]

EXECUTED this 7th day of February, 2013.

City of Lucas, Texas

By: _____
Jeff Jenkins, City Manager

Approved as to form:

By: _____
Joe Gorfida, Jr., City Attorney
(JJG/01-28-13/59190)

EXECUTED this _____ day of February, 2013.

By: _____
Dana Huffman, Judge



City of Lucas Council Agenda Request

Council Meeting: February 7, 2013

Requestor: Fire Chief Jim Kitchens

Prepared by: _____

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of extending the contract between the City of Lucas and the East Texas Coalition for a period of one (1) year for ambulance services.

RECOMMENDED ACTION:

SUMMARY:

See attached.

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

CONTRACT FOR PARAMEDIC AMBULANCE SERVICES

This Contract for Paramedic Ambulance Services (hereinafter referred to as "Contract" or "Agreement") is entered into by and between the Southeast Collin County EMS Coalition, consisting of the following Texas cities: Parker, Wylie, St. Paul, Collin County, Lucas and Lavon (hereinafter referred to as "Coalition") and East Texas Medical Center d/b/a East Texas Medical Center Emergency Medical Service, a Texas not-for-profit corporation (hereinafter referred to as "ETMC EMS"). Coalition and ETMC EMS are collectively referred to as the "Parties."

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows.

ARTICLE I DEFINITIONS

The following definitions shall apply to terms as used throughout this Agreement:

Agreement means this Contract.

Ambulance Patient means any person being transported to or from a health care facility in a reclining position from any point within the "Regulated Service Area."

Ambulance Service Contract means an agreement between ETMC EMS and any local governing unit incorporating clinical standards and financial provisions consistent with those set forth in this Agreement.

Ambulance Service Contractor means East Texas Medical Center Emergency Medical Service (ETMC EMS).

ANI/ALI means Automatic Number Identifier/Automatic Location Identifier and is one of the enhancement features of 911 systems that aids in identification of incoming calls.

CAD means Computer Assisted Dispatch including but not limited to primary dispatch data entry and automated time-stamping, 911 data interface, demand pattern analysis, system status management, automated patient locator aids, reporting and documentation, and (when installed) automated vehicle tracking.

Contract Service Area means the geographic area encompassing the regulated Service Area plus unincorporated areas of Collin County and such other counties as may choose to contract with ETMC EMS pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Contract.

EMS System means that network of individuals, organizations, facilities and equipment including but not limited to ETMC EMS, whose participation is required to generate a clinically-appropriate, pre-planned system-wide response to each request for pre-hospital care and/or inter-facility transport, so as to provide each patient the best possible chance of survival without disability and given available financial resources.

Extraordinary Adjustment is an adjustment justified on the basis of either: (1) an increase in the *System Standard of Care* whose cost of implementation and on-going compliance exceeds the then-remaining balance of the "Upgrade Reserve"; or, (2) an unusual increase in the cost of a factor of production when such increase in cost is industry wide and the result of causes beyond ETMC EMS's reasonable control.

1st Response, 1st Responder, 1st Response Organization refers to that service and those units (e.g., fire department 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, en route to medical facilities, as well as certain extrication and rescue services. In accordance with Priority Dispatch Protocols, a 1st Response unit is routinely sent to all presumptively-classified life-threatening calls within the ETMC EMS service area.

Contract (aka Contract for Ambulance Services; aka the "Agreement"; aka the "Contract") is this Contract document labeled Contract for Paramedic Ambulance Service and is an Agreement between the Coalition and East Texas Medical Center Emergency Medical Service.

Medical Director means that Medical Director which shall be an emergency physician expert in the pre-hospital practice of Emergency Medicine, appointed by ETMC EMS.

Member Jurisdiction means the individual Coalition member's corporate limits.

Primary Unit means that unit staffed by ETMC EMS personnel.

MICU means Mobile Intensive Care Unit as defined in the Texas Health and Safety Code.

Mutual Aid means the paramedic ambulance service provided within the Contract Service Area by neighboring providers other than ETMC EMS at the request of ETMC EMS, pursuant to an agreement governing the exchange of service assistance when requested.

PSAP means Public Service Answering Point and is an auxiliary service in the 911 system.

Regulated Service Area means the combined corporate limits of all Member Jurisdictions.

Response Area of the Southeast Collin County EMS Coalition means the corporate limits of the Member Jurisdictions of the Southeast Collin County EMS Coalition.

Southeast Collin County EMS Coalition means an interlocal cooperative group consisting of the participating municipality governments of Lavon, Lucas, Parker, St. Paul, Wylie and portions of Collin County.

Subscription Ambulance Membership Plan means an optional plan by which citizens in the Member Jurisdictions can contract with ETMC EMS for prepaid, medically necessary, ambulance transport services.

System Standard of Care means the combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols (i.e., ambulances), protocols for selecting destination hospital, standards for certification of pre-hospital care personnel (i.e. telephone call-takers, ambulance personnel and on-line medical control physicians).

ARTICLE II MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS

2.1 FRANCHISE MODEL SYSTEM

- a. ETMC EMS shall provide services under this Contract through a franchise model system and shall furnish its own facilities, vehicles, on-board equipment, radio systems and computer-aided dispatch hardware and software as provided in this Contract. Except as otherwise set forth herein, ETMC EMS shall serve as the retail provider of 911 ambulance services, routine transport services and related ambulance services, financed primarily or exclusively on a fee-for-service basis with or without subsidy according to the agreement of each member jurisdiction and participating jurisdiction.
- b. ETMC EMS may charge user fees for services rendered under this contract that are consistent with the provisions of this Contract.
- c. Except for subsidies paid to ETMC EMS under the Subsidy/Price Agreement with each jurisdiction, ETMC EMS shall look for compensation for its services under this Contract solely through the following sources:
 - (i) Third party payors;
 - (ii) Persons or entities who use ambulance services or other persons responsible for such ambulance services; and
 - (iii) Contract purchasers of ambulance services.

2.2 ALL MICU, FULL-SERVICE SYSTEM. All ambulances rendering services pursuant to this Contract shall be a MICU and shall be staffed and equipped to render paramedic-level care.

2.3 MEDICAL SUPPLIES. All medical supplies acquired, supplied or reimbursed for the performance of the work that is the subject of this Contract shall be furnished by ETMC EMS at ETMC EMS's own expense, including first responder supplies.

2.4 MEDICAL CONTROL. ETMC EMS shall provide Medical Direction for ETMC EMS personnel and if so desired, will provide Medical Direction for all members of the Coalition.

2.5 SUBSCRIPTION AMBULANCE MEMBERSHIP PLAN.

- a. Basic Objects of Program. ETMC EMS shall offer for sale to residents of all member jurisdictions and participating jurisdictions under this Contract, a subscription ambulance membership plan which fee for the first year of coverage under the plan will not exceed sixty (\$60) dollars per household for persons with insurance and sixty-eight (\$68) for those with no third party insurance. The fee for the subscription ambulance membership plan is subject to an annual inflation adjustment equal to 100% of the percentage increase in the CPI over the most recent twelve (12) month period for which published figures are then available as approved by the Board of Directors of ETMC EMS. Additionally, ETMC EMS may offer discounts for renewal of subscription ambulance membership plans.
- b. Legal Obligations. The subscription ambulance membership plan offered to residents of the member jurisdictions and participating jurisdictions under this Contract shall comply with federal and state law relating to subscription ambulance membership programs.
- c. Medicaid Recipients. Persons whose medical expenses are covered under Medicaid are not eligible to participate under the subscription ambulance membership plan.
- d. Additional Benefits. ETMC EMS may, at its option, offer to persons who purchase subscription ambulance membership plans under this subsection, additional benefits.
- e. Periodic Membership Drives. ETMC EMS shall hold an open enrollment period during each calendar year for the subscription ambulance membership program and residents in the member jurisdictions and participating jurisdictions shall be entitled to apply for participation in the subscription ambulance membership program during that period.
- f. Beneficial Extension of Service. Each person requiring or requesting ambulance service shall receive the quality of care and transportation required under the *System Standard of Care*, without regard to membership status in the subscription ambulance membership program.
- g. Financial Assistance for Plan Purchase. A member jurisdiction or participating jurisdiction may purchase or may assist its residents in purchasing and paying for subscription ambulance membership' plans in accordance with a written agreement between the member jurisdiction or participating jurisdiction and ETMC EMS.

- 2.6 USE OWN EXPERTISE AND JUDGMENT. ETMC EMS is specifically advised to use its own best judgment in deciding upon the methods to be employed to achieve and maintain the levels of performance required hereunder. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise ETMC EMS's own strategies and tactics for performing its obligations under this Agreement.
- 2.7 EXCLUSIVITY. ETMC EMS is awarded exclusive rights and responsibilities for the provision of all emergency and non-emergency ambulance services, originating within the Member Jurisdictions, regardless of the manner in which the request for service is conveyed. Notwithstanding the foregoing, in the event that the Required MICU (as defined in Section 3.1) is on a transfer or otherwise unavailable, ETMC EMS may use another EMS service provider for non-emergency transfers to and from the Member Jurisdictions.
- 2.8 SELECTION OF PATIENT DESTINATION. Medical Protocols approved by the Medical Director shall establish protocols for selection of the destination hospital, which protocols shall be strictly followed by paramedic personnel and on-line medical control physicians, except when a departure from protocol is justified on the basis of special considerations of patient care or practical barriers to implementation (e.g., blocked roads, hospital divert status, etc.). This Contract is entered into by both parties pursuant to a mutual assumption that transport protocols approved by the Medical Director shall strictly adhere to the following priorities of consideration, and shall recognize these priorities in the sequence presented:
- a. First Consideration: patient care and safety;
 - b. Second Consideration: patient/family choice; and
 - c. Third Consideration: fairness in distribution of patients among hospitals. In this regard, the following rules shall apply:
 - (i) Non-Emergencies. All "non-emergency patients" (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the destination selected by the patient, the patient's family or the patient's personal physician, without exception.
 - (ii) Non Life-Threatening Emergencies. Patients experiencing a "non life-threatening emergency" (as defined by patient-assessment protocols approved by the Medical Director) shall be transported to the facility of choice designated by the patient, the patient's family, or the patient's personal physician, or if no such preference is stated, to the nearest hospital approved by the Medical Director for receipt of patients experiencing non-life-threatening emergencies.
 - (iii) Life-Threatening Emergencies. Patients experiencing life-threatening emergencies (as defined by patient-assessment protocols approved by the Medical

Director) shall, in accordance with transport protocols approved by the Medical Director, be delivered to the "nearest appropriate facility", taking into consideration the patient's condition and location, the patient's medical requirements and the respective capabilities of hospitals within and, for some types of patients, outside the "Contract Service Area." Such transport protocols shall not be inconsistent with then-currently-approved trauma system protocols (when available).

(iv) Enforcement. Inappropriate and unjustified deviations from these patient-destination protocols by a paramedic without direct authorization by a Base Station Physician or inappropriate and unjustified instructions regarding such deviation by a Base Station Physician shall be subject to sanction by the Medical Director provided such sanctions are applied in accordance with due process procedures.

ARTICLE III SCOPE AND QUALITY OF SERVICES

3.1 AMBULANCE SERVICES TO COALITION. ETMC EMS shall provide emergency and non-emergency ambulance service to the entire Response Area of the Coalition, and shall provide staff and MICU's as set forth in this Contract, including but not limited to at least one fully staffed MICU dedicated solely for response to the entire Response Area of the Coalition (the "Required MICU"). ETMC EMS shall only use the Required MICU for emergency transfers to and from the Coalition facilities listed below.

Baylor Plano	Lake Pointe Medical Center
Baylor Garland	North Central Medical
Richardson Regional Medical Center	Presbyterian Allen
Medical Center Plano	Presbyterian Plano
Hillcrest Manor NH Wylie	Presbyterian Rockwall

In the event that no ambulance provided for in this Contract is available for service, or additional ambulances are needed, each member of the Coalition will be required to rely upon mutual aid plans for their municipality.

Wylie will maintain response time records and meet the following goals on all primary unit transports for which Wylie has primary dispatch responsibility as set forth below:

1. Life-Threatening Emergency Calls will have a response time 90% or better of 8 minutes and 14 seconds.
2. Non Life-Threatening Emergency Calls will have a response time 90% or better of 12 minutes and 14 seconds.

These commitments shall be calculated on a per-one hundred (100) transport basis for the primary unit only, and shall be calculated annually at the end of each year within the Contract term. The response time commitments set forth above shall constitute contractually binding performance requirements under this Agreement. In this regard, the protocols set forth in Section 3.2 of the Coalition Agreement shall apply to the reporting

requirements of this Agreement. However, for purposes of this Agreement "response time" is defined as: the elapsed time between the moment a request for ambulance service is received by the responding Coalition ambulance, and the time that unit arrives at the confirmed location of an emergency or upon the arrival of ALS First Responder personnel.

Exemptions. No requests for ambulance service shall be exempt from response time compliance. Calculations will be based on percentiles for every one hundred (100) requests for service by priority except as follows:

- i. Requests not resulting in a patient transport;
- ii. Requests during a period of unusually-severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from delayed response;
- iii. Late runs resulting as a consequence of inaccurate or incomplete information obtained by 911 control center personnel during telephone interrogation of a caller, or in conveying such information to the ETMC EMS responding unit, either orally or by way of data transmission.
- iv. Requests during a declared disaster, locally or in a neighboring non-participating jurisdiction, in which ETMC EMS is rendering assistance. During such periods, ETMC EMS shall use best-efforts to simultaneously maintain coverage within Member Jurisdictions and Participating Jurisdictions as well as provide disaster assistance;
- v. In cases where multiple paramedic-capable units are dispatched to a single incident, the first-arriving paramedic unit shall "stop the clock," and response times of later-arriving units shall be excluded from response time statistics;
- vi. During periods of unusual system overload, which shall mean that at least three (3) emergency responses are occurring simultaneously within the service area, responses *in excess of* the second emergency request shall not be included in response time calculations.
- vii. Requests dispatched to EMS Unit when responding from locations outside the City of Wylie.
- viii. No other causes of late response (e.g., equipment failure, vehicular accident regardless of origin, or other causes within ETMC EMS's reasonable control) shall serve to justify exemption from response time requirements.

3.2 EMERGENCY MEDICAL DISPATCH: ETMC EMS agrees that all ambulances will be dispatched through the City of Wylie Communications Center. ETMC EMS further agrees to provide EMD and pre-arrival instruction (when indicated) to all callers

transferred to ETMC EMS from the contracted area PSAP. The EMD certification will be with a nationally recognized program Medical Priority Dispatch System (MPDS).

The City of Wylie agrees to provide real-time access to all emergency medical call related telephone calls and real-time access to all EMS related radio traffic and dispatch data.

- 3.3 CUSTOMER SERVICE AND MEMBERSHIP PROGRAM. Except for changes adopted by the Board of Directors of ETMC EMS, ETMC EMS shall comply with customer service and accounts receivable management practices as provided in this Contract.
- 3.4 DISASTER ASSISTANCE. During a declared disaster, locally or in a neighboring jurisdiction, the normal course of business under this Contract shall be interrupted from the moment the disaster occurs. Immediately upon such notification, ETMC EMS shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster occurred. The disaster-related provisions of this Contract are:
- a. At the scene of such disasters, ETMC EMS personnel shall perform in accordance with local disaster protocols established by that community.
 - b. When disaster assistance has been terminated, ETMC EMS shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking and other relevant considerations.
 - c. During the course of the disaster, ETMC EMS shall use its best efforts to provide emergency coverage throughout the "Contract Service Area" and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.
- 3.5 NO AMBULANCE DEPLOYMENT RESTRICTIONS. Every member jurisdiction and participating jurisdiction shall have access to the resources of the EMS System, as dictated by fluctuations in consumer demand for service, weather conditions and disaster events. To ensure such flexibility in responding to shifting needs, ETMC EMS will refrain from contractually committing any of its ambulances to the exclusive benefit of any jurisdiction.
- 3.6 GRANDFATHER CLAUSE. Nothing in this Contract shall be construed as preventing ETMC EMS from honoring and fulfilling contractual commitments in effect as of the commencement date of this Contract, even if provisions of such contracts are in conflict with provisions set forth immediately above, provided, however, that no such existing contract containing provisions in conflict with the provisions of this Contract shall be extended or renewed unless amended to remove the conflicting provisions.
- 3.7 WYLIE AMBULANCE AND DEPLOYMENT. The City of Wylie currently staffs an ambulance with MICU capabilities ("Wylie Ambulance") and will continue to do so. Such Wylie Ambulance shall be used to provide back-up ambulance service to the Coalition. A separate contract, Supplemental Agreement to Contract for Paramedic

Ambulance Services, between the City of Wylie and ETMC shall provide special terms and conditions. Should any other member of the SE Collin County Coalition determine they will also provide back-up ambulance service, a separate contract between the municipality and ETMC will also be required. ETMC EMS shall pay a one hundred (\$100.00) dollar stipend, per transport, to the Coalition member municipality that provided the transport, but only when ETMC EMS calls for back-up in the event ETMC EMS's unit is out of service, subject to Section 3.10, below.

- a. ETMC EMS shall provide all EMS supplies used on patients for the operation of the Ambulance (as described in 3.7 above). The supplies used must be recorded on the patient care report.
- b. ETMC EMS shall provide the Coalition with another ambulance unit during any time that the Wylie Ambulance is out of service. ETMC EMS will provide such replacement ambulance for a period of up to ten (10) days. After ten (10) days, ETMC EMS will negotiate a mutually acceptable short term lease for such replacement ambulance with lease payments not to exceed ten dollars (\$10.00) per day.
- c. If the Coalition requests additional resources from ETMC EMS, the Parties agree to renegotiate in good faith the annual total subsidy to be paid ETMC EMS in order to provide sufficient resources for the services described in such Contract. If the Parties are unable to reach such a mutual agreement, the current provisions shall remain in effect.

3.8 USE OF NON-COALITION OR NON ETMC EMS AMBULANCES. In the event a Coalition Member utilizes an ambulance of an entity that is not a Coalition Member nor an ETMC EMS unit, and a Coalition ambulance or an ETMC EMS ambulance was available, then such Coalition Member shall reimburse ETMC EMS for ETMC EMS's loss of revenue for such trip, excluding transfer.

3.9 CLEAN TICKET PROVISION. The One Hundred (\$100) Dollar stipend as set forth above, is expressly conditioned upon the Coalition Members fully and accurately completing the trip ticket and related paper work in accordance with the policies and procedures that ETMC EMS requires of its own personnel in the completion of such trip ticket ("Clean Ticket"). ETMC EMS will provide adequate training/education to personnel filling out trip tickets.

3.10 CLINICAL STANDARDS AND QUALITY IMPROVEMENT. The initial standards of clinical quality, as well as the clinical upgrade schedules to occur on or before listed deadlines throughout the term of this Contract shall constitute contractually binding performance requirements under this Agreement.

3.11 CONTINUING EDUCATION. ETMC EMS shall provide the Coalition members with necessary continuing education including two (2) live Continuing Education programs conducted by the Medical Director annually. These continuing education opportunities shall be held at various locations throughout the Coalition Service Area. This includes EMT and Paramedic training as well as initial and refresher training in ITLS, ACLS, and

PEPP programs.

ARTICLE IV CONSIDERATION

Consideration for this Contract is an award of exclusive market rights subject to the terms set forth in this Contract for the term of the Contract.

4.1 **AUTHORIZATION OF USER-FEE CHARGES.** ETMC EMS shall charge user fees for services originating within each Coalition Member Jurisdiction. Each Coalition Member may assist its residents in purchasing and paying for membership rights by incorporating voluntary provisions for billing and payment in conjunction with residential water bills.

4.2 **USER-FEE AUTHORIZATION.** ETMC EMS is hereby authorized to charge for ground ambulance services user-fees as follows:

The maximum total average of all bills generated for ambulance service originating with the Coalition (exclusive of mileage charges) shall not exceed seven hundred ninety two dollars and eighty-four cents (\$792.84).

4.3 **ANNUAL INFLATION ADJUSTMENTS.** The Coalition shall annually permit adjustment of the ETMC EMS Maximum Total Average Bill (as discussed in 4.2), the first such adjustment being authorized on October 1, 2009. Any increase made to the Maximum Total Average Bill in such adjustment shall not exceed the percentage change in the Consumer Price Index on a nationwide basis over the most recent twelve (12) month period for which published figures are available. ETMC EMS has the discretion to accept all or a portion of the maximum allowable inflation adjustment and may apply those amounts in the manner determined by ETMC EMS provided that such adjustment does not exceed the maximum allowable adjustment under this Contract.

4.4 **ADJUSTMENT FOR EXCESS BILLINGS.** In the event ETMC EMS's actual total average bill (exclusive of mileage charges) for services rendered in a Member Jurisdiction or Participating Jurisdiction during the preceding contract period is found to be inadvertently in excess of the level permitted by the then-applicable "Subsidy/Price Agreement", the Coalition shall delay the effective date of the inflation adjustment increase in that jurisdiction by a number of days sufficient to fully offset the amount of overpayment, as proposed by the Coalition and approved by the Board of Directors of the Coalition.

4.5 **EXTRAORDINARY ADJUSTMENTS FOR EXTERNALLY IMPOSED UPGRADES.** ETMC EMS may periodically apply for extraordinary rate adjustments to offset the actual and reasonable marginal costs of implementing and maintaining clinical upgrades required by the Medical Director and approved by the Coalition. Adjustment shall be subject to optional review and confirmation or denial by the Coalition.

4.6 **EXTRAORDINARY ADJUSTMENTS FOR UNUSUAL COST INCREASES.** As may be justified by circumstances beyond ETMC EMS's reasonable control (e.g., industry wide insurance cost increases of major magnitude, restoration of OPEC's pricing powers,

etc.), ETMC EMS shall be eligible for temporary but renewable (as justified and approved by the Coalition) "extraordinary rate adjustments" when the Coalition finds that the cause of such extraordinary increase in the cost of one or more factors of production necessary to produce quality pre-hospital care is due to an unusually large, rapid increase in the cost to ETMC EMS of that factor of production, in which this increase is industry wide, not the result of poor purchasing practices and not the result of increased consumption of the factor of production. Provided, however, all such approvals of Extraordinary Adjustment shall be subject to optional review and confirmation or denial by the Coalition.

- 4.7 ANNUAL SUBSIDY. Beginning October 1, 2008, the Coalition will provide an annual subsidy to ETMC EMS for the provision of EMS services in the amount of one hundred sixty-two thousand, six hundred ninety two dollars and no cents (\$162,692.00) which will be paid in four (4) quarterly installments of forty thousand six hundred seventy three dollars and one cents (\$40,673.01) each due on October 1, January 1, April 1 and July 1 of each year during the term of this Agreement. The subsidy amount will be adjusted annually on October 1st of each year but not to exceed the percentage change in the Consumer Price Index ("CPI") (nationwide) over the most recent 12-month period for which published figures are available. ETMC EMS will provide Coalition with at least sixty days' (60) notice of any increase in the subsidy due to changes in the CPI. The quarterly subsidy payment will be remitted to ETMC EMS within fifteen (15) days of the invoice for such quarterly subsidy being sent to Coalition. In the event the Coalition fails to remit such payment, ETMC EMS shall have the option to terminate this Agreement upon thirty (30) days' notice.

The share of the subsidies to be paid by each Coalition member shall be as agreed to by the Coalition in Exhibit "A".

In the event the Initial Term of this Agreement is continued into one or more renewal terms, the Parties agree to negotiate in good faith relative to subsidy amounts for the renewal term(s), if any. If the Parties cannot mutually agree on such subsidy amounts for any renewal term, ETMC EMS may terminate this Agreement upon sixty (60) days prior written notice, without penalty.

The amounts set forth above represent the amounts due ETMC EMS assuming the Coalition members remain the same as of the effective date of the Contract. The Coalition further agrees to reimburse ETMC EMS for any ETMC EMS loss in revenue due to any current Coalition member no longer participating in this Agreement. EACH COALITION MEMBER WHO WITHDRAWS FROM THE COALITION, CEASES TO PARTICIPATE OR CONTRACTS WITH ANOTHER EMS PROVIDER, AGREES TO MAKE ETMC EMS WHOLE FOR SUCH LOSS OF REVENUE FOR THE DURATION OF THE CONTRACT (WHICH INCLUDES SUBSIDY AND PATIENT TRANSPORT REVENUE RELATED TO SUCH COALITION MEMBER) TO ETMC EMS. Such Coalition member agrees that its termination or withdrawal from the Coalition irreparably harms ETMC EMS and knowingly and specifically agrees that its agreement to make ETMC EMS whole as the result of such termination or withdrawal is an essential provision in this Agreement. The Coalition agrees to the maximum extent permitted by law to hold harmless ETMC EMS from such loss of revenue and loss of

subsidy. In the event such Coalition member refuses to reimburse ETMC EMS for such loss of revenue or loss of subsidy, ETMC EMS shall have all rights allowed by law to pursue money damages, including its attorneys' fees in seeking to collect such loss of revenue and subsidy from the Coalition Member. Additionally, the failure to pay such monies to ETMC EMS is a material breach of this Agreement and notwithstanding any other provisions to the contrary, ETMC EMS may terminate this Agreement upon sixty (60) days prior written notice, without penalty.

- 4.8 ETMC EMS shall have the exclusive right to bill and collect any third party payor or individual for services rendered by ETMC EMS, and for any transports rendered by the Coalition.
- 4.9 **ADDITIONAL UNITS.** The Parties acknowledge that the Member Jurisdictions are growing rapidly and the need for future EMS services may arise in the future. ETMC EMS will periodically evaluate the services rendered and determine ETMC EMS's capability and performance. As the result of such evaluation, ETMC EMS may consider such information in evaluating the need to dedicate additional units or other alternatives to the Coalition as sound business practices would dictate, and as the Parties mutually agree.

ARTICLE V INSURANCE AND INDEMNIFICATION

- 5.1 **INSURANCE REQUIREMENTS.** At all times during the term of this Contract and throughout any extension periods thereof, ETMC EMS shall obtain and pay all premiums for ETMC EMS's owned and operated ambulances. For liability arising solely from the actions or inactions of ETMC EMS or ETMC EMS's personnel, all such policies shall name the Coalition and the Medical Director as "additional insureds". ETMC EMS shall furnish the Coalition with an Accord Certificate of Insurance indicating that the types and amounts of insurance required hereunder are in full force and effect and that the insurance carrier shall give the Coalition thirty (30) days' written advance notice of any cancellation, change, termination, failure to renew or renewal, or any change in coverage of any such policy or policies reflected on said certificate. Nothing in this Article V shall be deemed to prohibit the use of a program of insurance being "self-insurance" as that term is normally used as being a formally organized system of covering risks or to be a limitation upon the insured as to the deduction it may cause to be provided in connection with any of its respective insurance policies. ETMC EMS's insurance coverage shall meet the following minimum requirements:
- a. **WORKER'S COMPENSATION.** Worker's Compensation Insurance as permitted by the laws of the State of Texas.
 - b. **COMMERCIAL GENERAL LIABILITY.** Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence combined single limits (CSL) for all claims resulting from bodily injury (including death) and/or property damage arising out of the operations of the ambulance service authorized hereunder.

- c. **AUTOMOBILE LIABILITY.** The following coverage is required:
- (i) Uninsured Motorist. Uninsured/underinsured motorist coverage, covering all automobiles and including all owned, hired, or leased vehicles in an amount equal to or greater than the minimum liability limits required by law.
 - (ii) Employer's Non-owned Auto Coverage. Employer's non-owned liability in an amount equal to the liability limits set forth in Subsection b, immediately above.
- d. **AMBULANCE LIABILITY.** A policy covering the liability created by ambulance operation to a limit called for in Subsection b hereof. It is further understood that, due to the nature of this risk, it is presently necessary to obtain this coverage through the Assigned Risk Pool and that policy form must be accepted as offered.
- e. **MALPRACTICE.** Malpractice insurance in an amount not less than one million (\$1,000,000.00) dollars for each claim.
- f. **EXCESS LIABILITY INSURANCE UMBRELLA.** Excess liability insurance umbrella policy providing two million dollars (\$2,000,000.00) coverage per occurrence and four million dollars (\$4,000,000.00) annual aggregate coverage in excess of all other liability policies prescribed herein.
- g. **SUBMISSION OF POLICIES.** Said insurance policies required hereunder may be submitted to the Coalition. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the Coalition.
- h. **EFFECT OF CANCELLATION OR TERMINATION.** The cancellation or other termination of any policy of insurance required hereunder shall give the Coalition the right to revoke and terminate this Contract for ambulance service granted hereunder, unless another insurance policy complying with the provisions of this section shall be provided and be in full force and effect at the time of such cancellation or other termination.
- i. **OCCURRENCE FORM REQUIRED.** All coverage furnished hereunder shall be written on an ("occurrence") basis not a "claims made" basis, provided, however, a combination of "claims made" coverage and "extended reporting endorsement" ("tail coverage") for an indefinite period following expiration of this Contract shall be considered equivalent to "occurrence" coverage. Furthermore, nothing in this provision shall be construed as prohibiting partial self-funding of defined aspects of coverage, provided self-funding financial arrangements and risk-management aspects are approved by the Coalition, which approval shall not be unreasonably withheld.

WILL INDEMNIFY AND HOLD HARMLESS THE COALITION, AND EACH MEMBER JURISDICTION AND THEIR OFFICERS AND EMPLOYEES, FROM ANY CLAIM, LOSS, DAMAGE, COST, CHARGE OR EXPENSE ARISING OUT OF ANY ACT, ACTION, NEGLIGENCE OR OMISSION BY ETMC EMS DURING THE PERFORMANCE OF THIS CONTRACT, EXCEPT THAT NEITHER ETMC EMS, EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM, NOR ANY OF THEIR SUBCONTRACTORS, OR ASSIGNEES, WILL BE LIABLE UNDER THIS SECTION FOR DAMAGES ARISING OUT OF INJURY OR DAMAGE TO PERSONS OR PROPERTY DIRECTLY CAUSED OR RESULTING FROM THE NEGLIGENCE OF THE COALITION, OR ANY MEMBER JURISDICTION OR ANY OF THEIR OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES.

ARTICLE VI MAJOR DEFAULT & REPLACEMENT PROVISIONS

- 6.1 MAJOR DEFAULT DEFINED. Conditions and circumstances that shall constitute a major default by ETMC EMS shall include but not be limited to the following:
- a. Supplying to the Coalition during the contracting process, false information or information so incomplete as to effectively mislead;
 - b. Willful falsification of data supplied to the Coalition or to the Medical Director during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response data, financial data, or willful or deliberate omission of any other data required under this Contract;
 - c. Deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
 - d. Failure to maintain equipment in accordance with generally accepted maintenance practices;
 - e. Willful attempts by ETMC EMS to intimidate or otherwise punish non-management employees who desire to interview with or to sign contingent employment agreements with successful bidders following a subsequent bid cycle;
 - f. Chronic and persistent failure of ETMC EMS's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
 - g. Failure by ETMC EMS to cooperate with and assist the Coalition in its transfer of ETMC EMS's operations after a major default has been declared by the Coalition, as provided for in 6.2, next, *even if it is later determined that such default never occurred or that the cause of such default was beyond ETMC EMS's reasonable control;*

- c. The Coalition recognized that, if a competing firm prevails in a future procurement cycle, ETMC EMS may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the Coalition shall not unreasonably withhold its approval of ETMC EMS's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair ETMC EMS's performance during the "lame duck" period and so long as such transition activities are prior-approved by the Coalition.
- 6.6 PERFORMANCE PENALTY. To provide protection to the Coalition, ETMC EMS shall furnish a performance bond in the amount of one million dollars (\$1,000,000.00) pursuant to the provisions for declaration of major default set forth herein.

ARTICLE VII TERM AND RENEWAL

- 7.1 TERM OF AGREEMENT. This contract shall be for a period of five (5) years beginning October 1, 2008 ("Initial Term").
- 7.2 RENEWAL TERMS. Contract will automatically be renewed for one (1) additional five (5) year extension. Either party shall have the right to terminate this contract at any time by providing the other party with a one hundred twenty (120) day written notice prior to such date.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 CHARACTER AND COMPETENCE OF PERSONNEL. All persons employed by ETMC EMS in the performance of work under this Contract shall be competent and holders of appropriate permits in their respective trades or professions. The Coalition may demand the removal of any person employed by ETMC EMS who chronically misconducts himself or is chronically incompetent or negligent in the due and proper performance of his duties, and such person shall not be reassigned by ETMC EMS for production of services under this Contract without the written consent of the Coalition, provided, however, that the Coalition shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document in writing the specific reasons for exercising rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presence of ETMC EMS's chief executive officer and Medical Director and the Directors of the Coalition's governing board prior to removal.
- 8.2 PERMITS & LICENSES. ETMC EMS shall be responsible for obtaining all necessary permits and licenses required for initiation and completion of its work under this Contract.

- 8.3 ASSIGNMENT. ETMC EMS will have the right to assign this Agreement to any related or affiliated entity of the East Texas Medical Center Regional Healthcare System without any party's prior consent. Otherwise, this Agreement shall not be assigned or transferred without the expressed written consent of the Coalition. Such written consent shall not be unreasonably withheld.
- 8.4 RIGHTS AND REMEDIES NOT WAIVED. ETMC EMS agrees that the work specified in this Contract shall be completed without further consideration of the market rights provided for herein and that the acceptance of work and the payment of user fees and subsidy amounts (if any) shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall payment by a Member Jurisdiction (if any such payments are made) hereunder constitute or be construed to be a waiver by the Coalition of any default or covenant or any default which may then exist on the part of ETMC EMS, and the making of such payment while any such default exists shall in no way impair or prejudice any right or remedy available to the Coalition with respect to such default.
- 8.5 ATTORNEY FEES. If either the Coalition or ETMC EMS institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.
- 8.6 NON-DISCRIMINATION. ETMC EMS agrees as follows:
- a. ETMC EMS will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex or age. ETMC EMS will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, disability, sex or age. Such action shall include, but not be limited to the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. ETMC EMS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - b. ETMC EMS will, in all solicitations or advertisements for employees placed by or on behalf of ETMC EMS, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, disability, sex or age.
- 8.7 COMPLIANCE WITH LAWS. The services furnished by ETMC EMS under this Contract shall be rendered in substantially full compliance with applicable federal, state and local laws, rules and regulations. It shall be ETMC EMS's responsibility to determine which laws, rules and regulations apply to the services rendered under this Contract and to maintain compliance with those applicable standards at all times.

- 8.8 SEVERABILITY. In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Agreement as if never contained herein and the remainder of this Agreement shall remain enforceable.
- 8.9 HEADINGS. The Paragraph headings, articles, sections and captions contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.
- 8.10 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Agreement or any of its terms, venue shall rest in Collin County, Texas.
- 8.11 ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing signed by all Parties.
- 8.12 AMENDMENT. This Agreement may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Agreement. If the Coalition refuses to amend the Agreement in accordance with this Section, such action shall be considered a breach of this Agreement and the Agreement may be terminated by ETMC EMS.
- 8.13 NO WAIVER. The failure of either party to insist at any time upon the strict observance of performance of any provision of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.
- 8.14 CORRESPONDENCE. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail (postage prepaid), return receipt requested or by overnight courier services (charges prepaid) and shall be deemed to have been duly given when delivered personally, when deposited in the United States mail or delivered to the overnight courier, addressed as follows:

If to ETMC EMS:

Anthony J. Myers, Vice President/COO
East Texas Medical Center Emergency Medical Service
P.O. Box 387
Tyler, Texas 75710

If to Coalition:

Southeast Collin Co. EMS Coalition
2000 N. Hwy 78
Wylie, Texas 75098
Attention: Fire Chief

or to such other persons or places as either Party may, from time to time, designate by written notice to the other.

- 8.15 **INDEPENDENT CONTRACTOR.** In performing this Contract, ETMC EMS is acting as an independent contractor with respect to the Coalition and neither ETMC EMS nor any ETMC EMS staff shall be considered employees of the Coalition. It is agreed and acknowledged by the Parties that, as an independent contractor, ETMC EMS retains the right to contract with and provide EMS services to entities and individuals other than the Coalition; and nothing in this Agreement shall be interpreted as limiting or restricting in any way ETMC EMS's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein shall authorize either Party to act as agent for the other, except to the extent herein provided. The Coalition shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Coalition personnel. Neither ETMC EMS nor any ETMC EMS staff shall be subject to any Coalition policies solely applicable to the Coalition's employees or be eligible for any employee benefit plan offered by the Coalition.
- 8.16 **FORCE MAJEURE.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from the acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any other similar cause beyond the reasonable control of either Party.
- 8.17 **ACCESS TO RECORDS.** As an independent contractor of the Coalition, ETMC EMS shall, in accordance with 42 U.S.C., §1395x (v)(I)(I) (Social Security Act §1861 (v)(I)(I) and 42 C.F.R., Part 420, Subpart D, §420.300, et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable Services pursuant to this Contract, upon proper written request, allow the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to this Agreement and to ETMC EMS's books, documents and records (as such terms are defined in 42 C.F.R., §420.301) necessary to verify the nature and extent of costs of Medicare reimbursable Services provided under this Contract. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided

by ETMC EMS under this Contract are carried out by the means of a subcontract with an organization related to ETMC EMS, and such related organization provides the services at a value or cost of ten thousand dollars and no cents (\$10,000.00) or more over a twelve (12) month period, then the subcontract between ETMC EMS and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by ETMC EMS or the Coalition by virtue of this Contract.

- 8.18 ENTIRE AGREEMENT; MODIFICATION. This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Contract may not be amended or modified except by mutual written agreement.
- 8.19 CHANGE IN LAW. Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payor or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for Services rendered under this Agreement, or which otherwise significantly affects either Party's rights or obligations here under, either Party may give the other notice of intent to amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10th) day after said notice was given.
- 8.20 CONSENTS, APPROVALS AND EXERCISE OF DISCRETION. Except as may be herein specifically provided to the contrary, whenever this Agreement requires any consent or approval to be given by either Party, or either Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld or delayed, and such discretion shall be reasonably exercised in good faith.
- 8.21 THIRD PARTIES. None of the provisions of this Agreement shall be for the benefit of third parties or enforceable by any third party. Except as provided above, any agreement to pay an amount and any assumption of a liability herein contained, expressed or implied, shall only be for the benefit of the Parties hereto and such agreement or assumption shall not inure to the benefit of any third party, including an obligee.

8.22 PARAMEDIC SKILL LEVELS. Effective October, 2008, ETMC EMS Paramedic skill levels will be as follows:

- a. Texas State EMT-P Certification
- b. International Trauma Life Support or equivalent
- c. Advanced Cardiac Life Support
- d. Advanced-Pediatric Emergency Care or equivalent

8.23 COUNTERPARTS. This Contract may be executed in multiple counterparts, and is effective on the last date of execution indicated below.

City of Lavon, Texas

Norma Martin 9/23/08
Mayor Date
Printed Name: Norma Martin

**East Texas Medical Center
d/b/a East Texas Medical Center
Emergency Medical Service**

Anthony J. Meyers 10-6-08
Anthony J. Meyers, V/P Date

City of Lucas, Texas

Bill Cramer 9-23-08
Mayor Date
Printed Name: Bill Cramer

Collin County, Texas

Keith Self 9/25/08
Keith Self Date
County Judge

City of St. Paul, Texas

Opie Walter 9/23/08
Mayor Date
Printed Name: Opie Walter

City of Wylie, Texas

Mindy Manson 9/9/08
City Manager Date
Printed Name: Mindy Manson

City of Parker, Texas

Joseph L. Caridine 9/25/08
Mayor Date
Printed Name: Joseph L. Caridine

EXHIBIT "A"

Member	Current Population	Subsidy Cost	No. of Estimated Back-up Ambulance Calls	Estimated Ambulance Back-up Fees Payable to Wylie	Estimated Total Cost for Ambulance Service
Collin County	4,654	\$14,908.12	36	\$31,680.00	\$46,588.12
Wylie	35,400	\$113,396.54	396	\$348,480.00	\$461,876.54
Lucas	5,100	\$16,336.79	21	\$18,480.00	\$34,816.79
Parker	3,300	\$10,570.86	12	\$10,560.00	\$21,130.86
Lavon	1,550	\$4,965.10	12	\$10,560.00	\$15,525.10
St. Paul	785	\$2,514.58	9	\$7,920.00	\$10,434.58
Totals	50,789	\$162,692.00	486	\$427,680.00	\$590,372.00

2008 Cost per capita (total subsidy divided by population)	\$3.20	Cost per back-up run based on 2007 data per call, personnel responses	\$ 880.00
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STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL COOPERATION AGREEMENT FOR
EMERGENCY MEDICAL SERVICES COALITION**

This Agreement is made and entered into by and among County of Collin (“Collin County”), the City of Lavon, Texas (“Lavon”), the City of Lucas, Texas (“Lucas”) the City of Parker, Texas (“Parker”), the Town of Saint Paul, Texas (“St. Paul”), and the City of Wylie, Texas (“Wylie”) each of said Cities being a municipal corporation organized and operating under the laws of the State of Texas (collectively referred to as the “Governmental Entities” or singularly as “Governmental Entity”) acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the “Act”) provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of the governmental entities under the terms of the Act; and

WHEREAS, the Governmental Entities desire to maximize the efficiency and effectiveness of emergency medical services by entering into an agreement to provide for regional emergency medical services; and

WHEREAS, the Governmental Entities intend to enter into this new Agreement to create the Coalition to provide for regional emergency medical services, rather than rely on a previous interlocal agreement which included other governmental entities; and

WHEREAS, the forming of a Coalition for the purposes of obtaining emergency medical services for all of the Governmental Entities will result in more efficient provision of services to each Governmental Entity.

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

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is to create the Southeast Collin County EMS Coalition (“Coalition”) by and among the Governmental Entities for the purpose of contracting and/or providing for regional emergency medical services to the Governmental Entities.

ARTICLE II

EMERGENY MEDICAL SERVICES

2.1 The Governmental Entities shall each designate a representative for the Coalition. The Coalition shall negotiate the terms of a contract for the provision of emergency medical services to all Governmental Entities in a manner consistent with this Agreement. The Coalition may also propose a contract for mutual aid amongst Governmental Entities, and compensation for services performed.

2.2 Any contract negotiated by the Coalition must be adopted and executed by the governing body of each Governmental Entity prior to becoming effective against any Governmental Entity.

2.3 All members agree to pay their part of the costs associated with running the back-up ambulances. The apportionment is derived by dividing the cost of back-up ambulances by the number of calls received the previous year by each Governmental Entity. The cost is to be paid to Wylie in quarterly installments. The costs allocated to each member are listed on Exhibit "A" attached hereto and incorporated as if fully set forth herein.

2.4 At all times while equipment and personnel of the Governmental Entities are traveling to, from, or within the territorial limits of any of the other Governmental Entities in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and course of duty of the Governmental Entity which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of such Governmental Entity.

2.5 In the event that any individual employee or representative of any of the Governmental Entities performing duties subject to the Agreement shall be cited as a defendant party to any state or federal civil lawsuit, or if a claim or demand for damages or liability is asserted against such individual arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the Governmental Entity where regularly employed. The benefits described in this paragraph shall be supplied by the Governmental Entities where the individual is regularly employed. However, in situations where any of the other Governmental Entities may be liable, in whole or in part, for the payment of damages, then such other Governmental Entities may intervene in such causes of action to protect its interest.

ARTICLE III FINANCIAL OBLIGATIONS

3.1 The Governmental Entities represent and covenant that their respective financial obligations and liability arising herein, or as part of the Coalition, shall constitute operating expenses of the Governmental Entities payable from funds annually budgeted and appropriated therefore.

3.2 Each Governmental Entity shall be responsible for a share of any financial obligation created by the Coalition and approved by all Governmental Entities, in a percentage equal to that Governmental Entity's population divided the total population of all Governmental Entities, as established by the 2000 U.S. Census.

ARTICLE IV TERM

4.1 The term of this Agreement shall be for one (1) year commencing on the last date all of the Governmental Entities have executed the Agreement (the "Effective Date"), and shall automatically renew for successive one (1) year terms on the anniversary date of the Effective Date thereafter, unless terminated by written agreement of all Governmental Entities.

4.2 Any one Governmental Entity may terminate its rights and obligations under this Agreement by giving one hundred eighty (180) days prior written notice to the other Governmental Entities. Any financial obligation or liability of a Governmental Entity arising from this Agreement, or any contract executed in connection with this Agreement shall survive termination of this Agreement.

ARTICLE V RELEASE AND INDEMNIFICATION

5.1 Each Governmental Entity hereto agrees to waive all claims against, release, and otherwise hold harmless the other Governmental Entities, their officers, agents and employees in both public and private capacities from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of services provided under this Agreement, including any acts or omissions of the parties respective officials, officers, agents or employees relating to or arising out of the performance of this Agreement, except when such claim or demand results from the intentional tort and/or gross negligence of a party hereto.

5.2 In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall indemnify and hold harmless other Governmental Entities (innocent of any intentional tort or gross negligence) of and from all liability, claims, suits, demands, losses, damages and attorneys' fees resulting from the intentional tort and/or gross negligence.

5.3 The parties hereto agree to exercise their best efforts in the performance of the obligations of each party hereunder. Each party to this Agreement waives all claims against the other party for any loss, damage, personal injury, or death occurring as a consequences of the performance of or failure to perform this Agreement. Nothing contained in the Agreement shall

in any way be construed so as to confer any vested right or benefit to any third party not a party to this contract. Each party shall be solely responsible for any civil liability arising from furnishing or obtaining the fire protection services contemplated herein as fully as and to the same extent as that party would have been responsible in the absence of this Agreement, in accordance with Section 791.006, Texas Government Code, as amended.

5.4 It is expressly understood and agreed that, in the execution of this Agreement, none of the Governmental Entities waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Governmental Entities do not create any obligations express or implied, other than those set forth herein, and this Agreement, shall not create any rights in any parties not a signatory hereto. The remedies of any of the Governmental Entities hereto with respect to a claim against any of the other Governmental Entities hereto shall not be impaired by this Agreement when the claim does not arise from the services provided pursuant to this Agreement.

ARTICLE VI INSURANCE

6.1 Each Governmental Entity shall maintain in full force and effect during the term of the Agreement, insurance for comprehensive bodily injury, death and property damage insuring and naming each Governmental Entity as an additional insured against all claims, demands, or actions relating to the Services with a minimum combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for injury to persons (including death) and for property damage or destruction.

ARTICLE VII DEFAULT

7.1 In the event any of the Governmental Entities shall fail to perform any financial obligation hereunder, any one or more of non-defaulting Government Entities shall give written notice of such failure, and if the defaulting Government Entity has not cured such failure within ten (10) days after receipt of such written notice, any one or more of the non-defaulting Governmental Entities shall have the right to cure such failure and recover from the defaulting Governmental Entity the amount of money paid if any, by the non-defaulting Governmental Entity to cure such failure, with interest at the highest rate allowed by law.

7.2 In the event that the Coalition enters into an agreement on behalf of the Governmental Entities that exceeds a term of one year, a defaulting Governmental Entity's responsibility to cure shall remain until full expiration of the Agreement entered into by the Coalition and in such case, the non-defaulting Governmental Entities shall have the right to recover from the defaulting Governmental Entity all amounts necessary to cure the default.

**ARTICLE VIII
MISCELLANEOUS**

8.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Collin County, Texas.

8.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States mail, postage prepaid, certified mail, addressed to the party at the address set forth below:

Lavon: City of Lavon
Attn: City Manager
P.O. Box 340
Lavon, Texas 75166

Lucas: City of Lucas *manager*
Attn: City Administrator
151 Country Club Road
Lucas, Texas 75002

Parker: City of Parker
Attn: City Administrator
5700 East Parker Road
Parker, Texas 75002

St. Paul: Town of Saint Paul
Attn: Mayor
2505 Butscher's Block
Saint Paul, Texas 75098

Wylie: City of Wylie
Attn: Mindy Manson, City Manager
2000 Highway 78
Wylie, Texas 75098

Collin County: Collin County
Attn: Judge Keith Self
825 North MacDonald, #1B
McKinney, TX 75069

Any party may, at anytime, by written notice to the other Governmental Entities, designate different or additional persons or different addresses for the giving of notices hereunder.

8.3 **Entire Agreement.** This Agreement is the entire agreement. There is no other collateral or oral agreement among the parties that in any way relates to the subject matter of this Agreement.

8.4 **Amendment.** This Agreement may be amended by the written agreement of all parties hereto.

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

8.6 **Assignment.** This Agreement may not be assigned by any Governmental Entity without the express written consent of all Governmental Entities.

EXECUTED in multiple originals this 27 day of September, 2008.

CITY OF LAVON, TEXAS

By: Norma Martin
Print Name: _____
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Print Name: _____
Title: City Attorneys

EXECUTED in multiple originals this 18 day of September, 2008.

CITY OF LUCAS, TEXAS

By: Bill Carmickle
Print Name: Bill Carmickle
Title: Mayor

ATTEST:

By: Kathy Wingo
Print Name: Kathy Wingo
Title: City Secretary



APPROVED AS TO FORM:

By: Joe Gortida
Print Name: Joe Gortida
Title: City Attorneys

EXECUTED in multiple originals this 25th day of September, 2008.

CITY OF PARKER, TEXAS

By: Joseph L. Cordina
Print Name: JOSEPH L. CORDINA
Title: Mayor



ATTEST:

By: Carrie L. Smith
Print Name: Carrie Smith
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Print Name: _____
Title: City Attorneys

EXECUTED in multiple originals this 23 day of September, 2008.

CITY OF SAINT PAUL, TEXAS

By: Opie Walter
Print Name: Opie Walter
Title: Mayor

ATTEST:

By: _____
Print Name: _____
Title: City Secretary

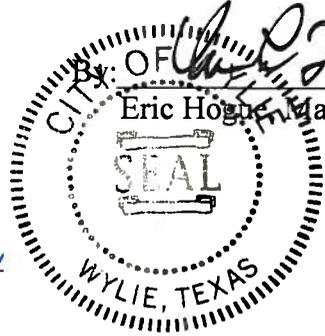
APPROVED AS TO FORM:

By: _____
Print Name: _____
Title: City Attorneys

EXECUTED in multiple originals this 26th day of August, 2008.

CITY OF WYLIE, TEXAS

By: Eric Hogan
Eric Hogan, Mayor

The seal of the City of Wylie, Texas, is circular with a double-line border. The outer ring contains the text "CITY OF WYLIE, TEXAS". In the center, there is a smaller circle containing the word "SEAL".

ATTEST:

By: Carole Ehrlich
Carole Ehrlich, City Secretary

APPROVED AS TO FORM:

By: Clare E. P.
Abernathy Roeder Boyd & Joplin P.C.
Rebecca Brewer, City Attorneys

EXECUTED in multiple originals this 14 day of October, 2008.

COLLIN COUNTY, TEXAS

By: Keith A. Self
Keith Self, Judge

ATTEST:

By: Georgia D. Shepherd

APPROVED AS TO FORM:

By: _____
Attorney



**City of Lucas
Council Agenda Request**

Council Meeting: February 7, 2013

Requestor: Fire Chief Jim Kitchens

Prepared by: _____

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider an update on EMS services.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



<h2 style="text-align: center;">City of Lucas Council Agenda Request</h2>

Council Meeting: February 7, 2013

Requestor: Fire Chief Jim Kitchens

Prepared by: _____

Account Code #: _____

Date Prepared: _____

Budgeted Amount: \$ _____

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider an update on the Fire Department Expansion Design.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to.....

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____
City Manager: _____ / _____



**City of Lucas
Council Agenda Request**

Council Meeting: February 7, 2013

Requestor: _____

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Adjournment.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to adjourn the meeting at _____ p.m.

APPROVED BY: _____ Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____