



PUBLIC NOTICE
City Council Special Meeting
July 2, 2013, at 7:00 PM
City Hall - 665 Country Club Road

Notice is hereby given that a Special Meeting of the City Council of the City of Lucas will be held on Tuesday, July 2, 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.

Regular Agenda

- 2) Discuss and Consider the approval of the minutes from the June 6, 2013 City Council Regular meeting. **[Wingo]**
- 3) Discuss and Consider Fire Department funding options for proposed fire station to include current and future EMS, equipment; recurring expenses; and impact to budget and debt. **[Exum]**

- 4) Discuss and Consider the design/layout of the proposed fire station to include the interior and the façade of the building. **[Peele]**
- 5) Discuss and Consider an amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects. **[Jenkins]**
- 6) 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, June 25, 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 Tuesday, June 25, 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 July 2, 2013

AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

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

Informational Purposes

City Manager Jeff Jenkins

City Secretary Kathy Wingo

City Engineer/ Public Works Director Stanton Foerster

Finance Manager Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth



**City of Lucas
Council Agenda Request**

Council Meeting: July 2, 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
Council Agenda Request**

Council Meeting: July 2, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: June 10, 2013

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider the approval of the minutes from the June 6, 2013, City Council Regular meeting.

RECOMMENDED ACTION:

Approve as presented.

SUMMARY:

See attached.

MOTION:

I make a Motion to approve the minutes from the June 6, 2013, City Council Regular meeting as presented.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



**City Council Meeting
June 6, 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
Councilmember Steve Duke
Councilmember Debbie Fisher
City Secretary Kathy Wingo
City Attorney Joe Gorfida
Fire Chief Jim Kitchens

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Philip Lawrence (absent)
City Manager Jeff Jenkins
Development Services Director Joe Hilbourn
Finance Manager Liz Exum
City Engineer Stanton Foerster

It was determined that a Quorum was present.
Everyone was reminded to turn off or silence cell phones.
Councilmember Jim Olk led everyone in saying the Pledge of Allegiance.

City Manager Jeff Jenkins introduced the new City Engineer/Public Works Director Stanton Foerster. Mr. Foerster replaces Stacy Caudell who retired recently from the City of Lucas.

Citizens' Input

1) Citizens' Input.

There was no one in attendance who wished to speak during Citizens' Input.

Community Interest

2) Items of Community Interest.

- a) Reminder that June 1st Stage 3 Water Restrictions go into effect. The goal of the Stage 3 Water Restrictions is a 10% reduction in water use and increased awareness in ongoing water conservation efforts. Under Stage 3, residential and business customers will be limited to landscape watering and sprinkler or irrigation systems once every seven (7) days.

Public Hearings

- 3) Public Hearing/Discuss and Consider the approval of **Ordinance # 2013-06-00758** approving the request by Murphy Oil for a Specific Use Permit (SUP) for the operation of a Refueling Station. The property to be considered is located in Collin County, Texas, and described as follows: ABS A0821 William Snider Survey, Tract 32, 6.47 acres, more commonly known as the Sterling property adjacent to Angel Parkway, just north of the existing Walmart, 601 South Angel Parkway. **[This is the 2nd Public Hearing, the 1st Public Hearing was held by the Planning & Zoning Commission on May 9, 2013]**

Development Services Director Joe Hilbourn reviewed the facts of the project. A refueling station does require a Specific Use Permit (SUP); the minimum permitted square footage in a Commercial Business (CB) District is 30,000, the project shows 51,183±; six (6) parking spaces are required, 12 are shown; the maximum impervious coverage allowed is 75%, the project shows less than 60% coverage; and a right deceleration lane into the northern most entrance to the property will be required.

Development Services Director Joe Hilbourn continued by saying that the developer is proposing a monument sign similar in design to the existing Wal-Mart with a frame in the shape of a L, made of Austin Stone with horses and a depiction of the Texas star; the sidewalk will be similar to the sidewalk to the south; outside sales and storage will be contained within an enclosure and screened from public view; and the landscape plan will have trees, plants, and bushes designed for the local climate.



The traffic analysis of Angel Parkway has been completed. Drainage and noise issues have been addressed.

The Public Hearing was opened at 7:12 p.m.

Wayne Gibson, of Murphy Oil, 422 N. Washington Street, El Dorado, AR came forward to address the Council and answer any questions of the project. The plans have been revised at the request of the Planning & Zoning Commission.

Yezi Ortiz, 1430 West Peachtree, Atlanta, GA 30307, the engineer representing Murphy Oil, came forward to address the changes requested by the Planning & Zoning Commission. Ms. Ortiz hopes that the changes are to the Council's liking.

Matt Moore, 1105 Cheek Spanger, Colleyville, TX came forward to represent SC Lucas, developer of the property, and speak in FAVOR of said project.

The Public Hearing was closed at 7:15 p.m.

The hours of operation are to be Sunday – Thursday 5 a.m. to 11 p.m. and Friday – Saturday 5 a.m. to 12 p.m.

Councilmember Debbie Fisher asked about chemical spills and what sort of precautions are taken so that it does not get into the water stream. All drainage goes into the KWIK Industries water retention, so the City wants to insure that there is no contamination. Ms. Ortiz stated that each Murphy Oil refueling station has a water quality unit which is installed to address any water quality issues prior to the water being sent on to the ultimate discharge area. There will also be two (2) automatic shut-offs installed.

Councilmember Jim Olk asked if the water quality unit should be part of the SUP, City Attorney Joe Gorfida said that it could be added as a stipulation to the ordinance if Council so desired.

Mayor Pro Tem Kathleen Peele says that the willingness of the developer to provide a landscape buffer to the rear of the property will be sufficient to take care of neighboring properties to control noise and light pollution.

The landscape plan will be going to the Planning & Zoning Commission next week.

Mr. Gibson asked if Council would consider allowing a 1 hour extension on the times across the board, due to Wal-Mart being a 24 hour operation. Since the activity for Wal-Mart is inside and the activity brought by the refueling station would mostly be outside, Council was not agreeable to extending the hours of operation.

MOTION: Councilmember Jim Olk made a Motion to approve **Ordinance # 2013-06-00758** approving the request by Murphy Oil for a Specific Use Permit (SUP) for the operation of a Refueling Station with conditions of landscaping be provided in back and a water quality unit being provided. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-1, Councilmember Debbie Fisher voting NAY.

Regular Agenda

- 4) Discuss and Consider an update to HB 339, relating to the authority to propose the creation of a fire control, prevention, and emergency medical services district. **[Mark]**

Mayor Rebecca Mark gave an update on HB 339, relating to the authority to propose the creation of a fire control, prevention, and emergency medical services district. The bill was approved by both the State of Texas House of Representatives and Senate. The bill will be moved on to the Governor for signature, and have an date effective of September 1, 2013. Even though this piece of legislature passed through the process it still must be taken to the voter's in a City of Lucas General Election, the next one being in May 2014.

Mayor Rebecca Mark thanked Mr. Fred Hill, Representative Jodi Laudenberg and Senator Ken Paxton for all their help and support to the City of Lucas in getting this important piece of legislation through the process.

- 5) Discuss and Consider the approval of the minutes from the May 16, 2013 City Council meeting. **[Wingo]**

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve the minutes from the May 16, 2013 City Council meeting. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

- 6) Discuss and Consider the approval of a final plat for Stinson Highlands, Phase 2, 66.103 acres out of the John Gray Survey, Abstract # 349, Lewis P. Turner Survey, Abstract # 901, George Gunnel Survey, Abstract # 352 Lucas, Collin County, Texas. **[Hilbourn]**

Development Services Director Joe Hilbourn reviewed the final plat facts with the Council. The site has an approved preliminary plat and a development agreement. Per the approved development agreement, the final plat is filed prior to the public improvements. This property is 66.1304 acres, not in the city limits but in the city's ETJ. There will be 29 one (1) acre lots; 14 one and a half (1.5) acre lots; a total of 43 lots. The minimum lot size for the lots to be zoned R-1 is 43,500 square feet, per the development agreement. The minimum lot size for the lots to be zoned R-1.5 is 66,493 square feet, per the development agreement. Upon approval of the final plat, DR Horton is required to apply for voluntary annexation within ten (10) days and the City is required to move forward with zoning following the annexation of the development per the agreement. Council must take action on this final plat because this is an early plat, filed prior to the public improvements.



MOTION: Councilmember Debbie Fisher made a Motion to approve the final plat for Stinson Highlands, Phase 2, 66.103 acres out of the John Gray Survey, Abstract # 349, Lewis P. Turner Survey, Abstract # 901, George Gunnell Survey, Abstract # 352 Lucas, Collin County, Texas. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

- 7) Discuss and Consider the approval of a landscape plan for Kwik Lube Industries operating a minor automotive repair at Tract 32 of the William Snider Survey on Angel Parkway, just north of the exiting Wal-Mart. **[Hilbourn]**

MOTION: Councilmember Wayne Millsap made a Motion to approve the landscape plan for Kwik Lube Industries operating a minor automotive repair at Tract 32 of the William Snider Survey on Angel Parkway, just north of the exiting Wal-Mart. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

- 8) Discuss and Consider the approval of a Development Agreement between the City of Lucas and Centurion Acquisitions LP concerning a 53 acre tract of land on W. Forest Grove Road. **[Hilbourn]**

Development Services Director Joe Hilbourn came forward to review the agreement with the members of Council. Mr. Steve Lenart has requested a development agreement with the City of Lucas for a property along Forest Grove Road to include roadway and water line improvements.

The proposed development consists of 53 ± acres which would include 24, 1.5 acre lots and a park area containing a retention pond. Per the City of Lucas' Comprehensive Plan this area should be zone R-2. Should the development be zoned R-2 there would be 22 or 23 2 acre lots.

As part of the development agreement the developer would straighten the two (2) s-curves on Forest Grove Road. Also, the developer would replace the last section of the 6" water line on Forest Grove Road with a 8" water line.

Developing the site as R-1.5 actually conserves natural tree lines.

Per the agreement, the City would reimburse the cost of the improvements with impact fees.



Councilmember Wayne Millsap referenced Article III, Road Improvements, 3.03 Roadway Impact Fee Credits; what happens if the cost of the road improvements exceed the impact fees? The City Attorney stated that a sentence could be added that the developer would be responsible for any overage of roadway improvements above the impact fees.

Either the developer donates green space or pays park fees. The developer has requested the donation of park space over paying park fees. The HOA would be responsible for the maintenance of said space but should the HOA dissolve, the city would be responsible. Several members of Council expressed concern with the City taking on this responsibility.

The roadway straightening is called out in the City of Lucas' Thoroughfare Plan. The s-curves do calm the traffic concerns in that area. The roadway would be concrete vs. asphalt. The development agreement also addresses an existing water problem in the area.

Steve Lenart, 520 Central Parkway E, Plano, TX came forward to address the concerns of Council. The open areas will be titled to the HOA and residents of the development. The intent was to over retain on the particular area of concern. There could be a stipulation in the deed restrictions that would call out that the HOA or residents maintain the park area and retention pond. This stipulation could also be added to the development agreement.

Councilmember Wayne Millsap suggested that the developer and Staff rework the road to reduce the size of the one lot, retention pond (with HOA maintaining), and the developer to pay park dedication fees. Mayor Rebecca Mark agreed.

Staff will work with the developer and bring the agreement back to the City Council for further review and consideration.

- 9) Discuss and Consider the approval of **Ordinance # 2013-06-00759** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4, "Business Regulations", by adding Article 4.06 titled "Alcohol Sales" by adding Sections 4.06.001 and 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities; providing for a severability clause; providing for a repealing clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500) for each offense; and providing for an effective date. **[Hilbourn]**

MOTION: Councilmember Jim Olk made a Motion to approve **Ordinance # 2013-06-00759** of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4, "Business Regulations", by adding Article 4.06 titled "Alcohol Sales" by adding Sections 4.06.001 and 4.06.002 to prohibit the sale of alcoholic beverages within certain distances of churches, schools, hospitals and certain day-care facilities; providing for a severability clause; providing for a repealing clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500) for each offense; and providing for an effective date. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

City Attorney Joe Gorfida added that an amendment would be needed to be brought back to the City Council in consideration of a variance process.

- 10) Discuss and Consider the approval of the Modification of Contractual Agreement for Ambulance Service between the City of Lucas and Southeast Collin County EMS Coalition. **[Kitchens]**

This extends the current contract for one (1) year, with an optional 6 month extension until the City is ready to provide these type services.

The new ambulance will be ordered in the next week, Staff is still searching for a used one as well. The delivery of the new ambulance, once ordered, is 210 days.

MOTION: Councilmember Wayne Millsap made a Motion to approve the Modification of Contractual Agreement for Ambulance Service between the City of Lucas and Southeast Collin County EMS Coalition. Mayor Pro Tem Kathleen Peele 6-0

11) Discuss and Consider an update of the Fund Reserve and 2011 COs. **[Jenkins]**

City Manager Jeff Jenkins gave an overview of the fund balance.

Unreserved Fund Balance	\$ 4,317,729
FY 13 General Fund Budgeted Operating Costs	\$ 2,604,729
FY 13/14 Projected Operating Costs for EMS	\$ 502,072
Current Estimated Excess Reserves	\$ 1,210,928
Operating costs per month	\$ 258,900

Excess operating months over 12 month recommended is 4.7 months.

General Fund 2011 CO Funding

Estimated remaining balance as of September 30, 2013:

Including Reserve for Bridge Project	\$ 1,956,275
Excluding Reserve for Bridge Project	\$ 2,563,842
Difference – Bridge Project	\$ 607,767

12) Discuss and Consider schematic design of the fire department. **[Jenkins]**

See next page...



Northeast View



Projected Timeline:

Design development is the next phase – completion	8/15/2013
Construction Documents	8/15/2013 – 10/24/2013
Permitting, Bid, and Award	10/28/2013 – 1/15/2014
Construction Phase estimated	1/15/2014 – 2/1/2015

Need to keep this timeline moving forward to obtain the best prices and to meet the upcoming needs of the department.

Estimated Project Cost:

Construction Cost	\$3,000,000
Design Service Fees	\$ 377,000
Owner Cost	\$ 140,000
TOTAL PROJECT COST	\$3,517,000

Landscape and irrigation costs are not reflected in the total cost of the project. The City could provide the furnishing and provide IT services to help reduce the overall costs.

Mayor Pro Tem Kathleen Peele would like to cut the square footage so to cut the cost of the project. Ms. Peele continued by saying perhaps cutting out the training room and making the public restrooms smaller could be a cost savings. These could be added at a later date.

Councilmember Jim Olk stated that the City needs an EOC and the training room could be adapted to accommodate this function. But the \$300 - \$350 per square foot in construction cost is a concern.

City Manager Jeff Jenkins stated that Council should provide feedback on the design and set a definite budget number tonight so that Staff can know what Council is expecting.

Councilmember Debbie Fisher called for a Point of Order, there is nothing on the agenda calling for a budget amount or a budget adjustment. Councilmember Fisher went on to say that due to the item not being on the agenda as calling for a budget amount that Council could not discuss that.

Mayor Rebecca Mark stated that in researching the past minutes she found that a clear decision has not been made by Council as to what the expectations were nor was a budget amount ever set. There had been some numbers thrown out during the discussions. Mayor Mark stated that Council needed to come up with an amount for Staff to work within, but agreed, since it was not listed on the agenda no discussion could happen during tonight's meeting.

Councilmember Steve Duke likes the design and supports the fire department. The cost is hard to swallow but it is what the city needs. Council needs to work out a plan.

Councilmember Debbie Fisher says the Lucas Fire Department is one of the best around but the cost is far beyond what she was expecting.

Mayor Pro Tem Kathleen Peele is concerned with the cost. Mayor Pro Tem Peele understands the past issue of the budget amount not being given, however, Council needs to be prudent in spending the citizen's money. Other city departments are being asked to scrimp on their budget. A better sense of the financial needs can be done at a budget workshop. Is it going to consume all of the reserves, can we do this without putting the city at risk for a period of time?

Councilmember Wayne Millsap disagrees, Council has seen numbers upward of \$2.8M. It is frustrating that it has taken so long, this discussion began 2 years ago. Councilmember Millsap likes the design and it is time to move on. Sure some things could be reduced or cut, but this fire station is the central station. This station, if done correctly, will last the city 20+ years.

It needs to be determined if the square footage would stay 10,000. Some minor tweaks can be done so as to address the Council's concern with the look of the exterior. As the design continues there will be more certain cost estimates with which to work with, at least 2 more cost estimates should come forth for Council's review.

10,000 square feet is what is needed, stated Councilmember Wayne Millsap.

Mayor Rebecca Mark says that a clear decision needs to be made and what direction is to be given to Staff.

The City Manager needs to show how to fund the entire project, to include consideration to the equipment, the property to the south, the cost of the landscaping, irrigation, IT, parking and the furniture. This information needs to be provided prior to the meeting allowing Council time to review the information.

City Manager Jeff Jenkins says that some numbers will not be available until the end of July. Councilmember Wayne Millsap stated that he will work with staff to bring this to Council at a special meeting.

- 13) Discuss and Consider an amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects. **[Jenkins]**

This item was removed from the agenda and will be moved to the special meeting agenda.

- 14) Discuss and Consider amending the Code of Ordinance, Chapter 5, Fire Prevention and Protection, Article 5.03 Fire Code, Section 5.03.002 Amendments, concerning burning inside the city limits. **[Fisher]**

Councilmember Debbie Fisher stated that the members of Council had received a letter from Mr. Mahard concerning the open burning in his neighborhood. While researching his concern, Ms. Fisher found that the City of Lucas' Code of

Ordinances do not list out the exceptions to outdoor burning regulations. How do we get this all in one place so that the citizens know what the exceptions are during the outdoor burning?

The Staff will create a flier and place on the website so that it is clear for the residents.

- 15) Discuss and Consider appointing a member of Council to serve as a voting representative to the North Central Texas Council of Governments General Assembly (NCTCOG). **[Jenkins]**

MOTION: Councilmember Debbie Fisher made a Motion to appoint Jim Olk as the City of Lucas' voting representative to the North Central Texas Council of Governments General Assembly (NCTCOG). Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 5-1, Councilmember Jim Olk voting NAY.

- 16) Discuss and Consider the cancellation of the July 4th City Council Regular meeting. **[Jenkins]**

MOTION: Councilmember Jim Olk made a Motion to cancel the July 4, 2013 City Council Regular meeting. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 5-1, Councilmember Debbie Fisher voting NAY.

Supplemental Agenda

Regular Agenda

Discuss and Consider the approval of an Advanced Funding Agreement between the City of Lucas and TxDot for the improvement of the Country Club and W. Lucas Road intersection. **[Jenkins]**

The city would have to pay \$110K with the approval of this contract. There is a list of items that the City will have to complete and the assistance of BW2 might be needed.

Mayor Pro Tem Kathleen Peele asked whether or not the city was using impact fees to pay for this project? The answer was yes. But should Council approve this agreement, the City would only spend \$110,000 instead of the estimated total of \$550,000.

Payment Provision and Work Responsibilities

The total cost of the project is estimated to be \$550,000.

The State will pay \$440,000 from the SH 121 Subaccount for: construction of an Eastbound to Northbound left turn lane to include traffic signal modifications on FM 1378 at West Lucas Road in the City of Lucas.

The State, at no cost to the Local Government, will review and inspect the Project's engineering documents/plans, right of way, utility adjustment activities and construction inspection. In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission.

The City of Lucas shall contribute a required local match of \$110,000.

MOTION: Councilmember Wayne Millsap made a Motion to approve the Advanced Funding Agreement between the City of Lucas and TxDot for the improvement of the Country Club and W. Lucas Road intersection. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

17)Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 10:16 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on July 18, 2013.

Rebecca Mark
Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City of Lucas
Council Agenda Request**

Council Meeting: July 2, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider Fire Department funding options for proposed fire station to include current and future EMS, equipment; recurring expenses; and impact to budget and debt.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____

Agenda Item # 3

Financial Update for Fire Department and EMS Funding



City of Lucas

Incremental Costs Fire Dept and EMS By Year

Fiscal Year 2012–2013	\$173,100
Fiscal Year 2013–2014	\$2,954,829
Fiscal Year 2014–2015	\$1,940,844
Fiscal Year 2015–2016	\$844,760
Fiscal Year 2016–2017	<u>\$909,311</u>
Total	\$6,822,843



Projected uses of Incremental Costs Oct 1, 2012 through Sept. 30, 2017

Fire Station	\$3,627,267
Fire Chief Vehicle FY 12	\$50,000
Computers and Radios FY 12	\$23,100
Battalion Chief Vehicle	\$50,000
Fire Department Quint Truck Lease	\$265,000
EMS Ambulance and Equipment Lease	\$267,000
EMS Equipment	\$44,600
EMS Operating	<u>\$2,495,876</u>
 Total Projected use of funds	 \$6,822,843

Forecasted Budget for General Fund Oct. 1, 2012 through Sept. 30, 2017

Revenues:

Property Taxes	\$8,917,980
Sales and Franchise Taxes	\$5,025,852
License & Permit Fees	\$2,219,733
Fire Dept. & EMS Revenue	\$1,204,468
Other Revenues	\$1,475,791
Sales Tax Fire District*	\$809,587
Transfer in 2011 CO Funds	\$2,679,754
Transfer in Reserves	<u>\$536,687</u>
Total Revenues/Transfers	\$22,869,852

*Additional reserves/resources will be needed if sales tax for Fire District is not approved by voters.

Other resources to consider: Vacant land potential for sale or lease/increase in property tax rate.

Forecasted Budget for General Fund Oct. 1, 2012 through Sept. 30, 2017

Operating Expenses By Function:

EMS	\$2,495,877
Fire Department	\$3,903,090
Other Departments	<u>\$8,973,931</u>
Total Operating	\$15,372,898

Forecasted Budget for General Fund Oct. 1, 2012 through Sept. 30, 2017

Capital Outlay by Function:

Fire Department	\$4,015,367
EMS	\$311,600
Other Departments	<u>\$832,811</u>
Total Capital Outlay	\$5,159,778



Forecasted Budget for General Fund Oct. 1, 2012 through Sept. 30, 2017

Road Maintenance by Year:

Fiscal Year 2012–2013***	\$185,060
Fiscal Year 2013–2014	\$300,000
Fiscal Year 2014–2015	\$330,000
Fiscal Year 2015–2016	\$360,000
Fiscal Year 2016–2017	<u>\$390,000</u>
Total	\$1,565,060

*** 2011 CO Funds of \$440,940 budgeted for FY 12/13

Forecasted Budget for General Fund Oct. 1, 2012 through Sept. 30, 2017

Total General Fund Percent by Function:

Fire Dept.	35.8%
EMS	12.7%
Other Departments	44.4%
<u>Road Maintenance</u>	<u>7.1%</u>
Total	100.00%



Debt Service General Fund through Sept. 30, 2017

Total Outstanding	\$8,424,592
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Interest & Sinking portion of the tax rate ranges between 11 and 12 cents of the existing 37.4177 cent tax rate

Fiscal Year 22–23 would be the first year to borrow additional debt without impacting the existing tax rate.

Certificates of Obligation Series 2011 – General Fund

Beginning Balance of	\$3,500,000
Interest Earned	<u>\$11,300</u>
	\$3,511,300

Payments applied:

White Rock Trail Design	\$28,750
Stinson Rd Bridge Design	\$84,365
Fire Dept Expansion Design	\$80,000
Capital Roadway Improvements	<u>\$638,431</u>
	\$831,546

Remaining Balance	\$2,679,754
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General Fund Reserves

Estimated Unreserved Fund Balance Sept. 30, 2013	\$4,434,826
Estimated General Fund Budgeted Operating Costs (12 months)	\$2,584,057
Estimated Operating Costs for EMS/Program (12 months)	<u>\$644,829</u>
Estimated Excess Reserves Sept. 30, 2013	\$1,205,940
Estimated Operating Costs	\$269,074 per month
Estimated Excess operating months over the 12 month recommended	4.5

CITY OF LUCAS
FINANCIAL UPDATE FOR
FIRE DEPARTMENT AND EMS FUNDING
AGENDA ITEM #3



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**City of Lucas
Incremental Costs
For Fire Dept and EMS by Fiscal Year**

	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	Total
Capital Expenditures:						
Fire Station:						
Construction Costs		\$ 2,020,000	\$ 1,010,000			\$ 3,030,000
Design Services	\$ 80,000	\$ 257,000	\$ 42,450			\$ 379,450
Furniture, fixtures and equipment			\$ 50,000			\$ 50,000
Landscaping and irrigation			\$ 60,392			\$ 60,392
Misc. Owner's Cost		\$ 33,000	\$ 15,000			\$ 48,000
IT Costs			\$ 59,425			\$ 59,425
Total Station Costs	\$ 80,000	\$ 2,310,000	\$ 1,237,267	\$ -	\$ -	\$ 3,627,267
Equipment:						
Fire Dept:						
Tahoe for Fire Chief	\$ 50,000					\$ 50,000
Computers/Radios for Fire Department	\$ 23,100					\$ 23,100
Battalion Chief Vehicle			\$ 50,000			\$ 50,000
Quint Ladder Truck***				\$ 132,500	\$ 132,500	\$ 265,000
Total Equipment/Vehicles	\$ 73,100	\$ -	\$ 50,000	\$ 132,500	\$ 132,500	\$ 388,100
Total Fire Department Capital	\$ 153,100	\$ 2,310,000	\$ 1,287,267	\$ 132,500	\$ 132,500	\$ 4,015,367
EMS:						
Capital Lease for Ambulances incl Equip**		\$ 66,750	\$ 66,750	\$ 66,750	\$ 66,750	\$ 267,000
Other Equipment		\$ 44,600	\$ -	\$ -	\$ -	\$ 44,600
Total Equipment/Vehicles	\$ -	\$ 111,350	\$ 66,750	\$ 66,750	\$ 66,750	\$ 311,600
Total EMS Capital	\$ -	\$ 111,350	\$ 66,750	\$ 66,750	\$ 66,750	\$ 311,600
Total Capital Expenditures	\$ 153,100	\$ 2,421,350	\$ 1,354,017	\$ 199,250	\$ 199,250	\$ 4,326,967
Operating Expenses:						
EMS:						
Personnel	\$ 20,000	\$ 448,929	\$ 493,822	\$ 543,204	\$ 597,524	\$ 2,103,479
Other Operating		\$ 84,550	\$ 93,005	\$ 102,306	\$ 112,536	\$ 392,397
Total EMS	\$ 20,000	\$ 533,479	\$ 586,827	\$ 645,510	\$ 710,061	\$ 2,495,876
Total Operating Expense	\$ 20,000	\$ 533,479	\$ 586,827	\$ 645,510	\$ 710,061	\$ 2,495,876
Total Incremental Costs	\$ 173,100	\$ 2,954,829	\$ 1,940,844	\$ 844,760	\$ 909,311	\$ 6,822,843
Summary by Function:						
Incremental Costs Fire Department	\$ 153,100	\$ 2,310,000	\$ 1,287,267	\$ 132,500	\$ 132,500	\$ 4,015,367
Incremental Costs EMS	\$ 20,000	\$ 644,829	\$ 653,577	\$ 712,260	\$ 776,811	\$ 2,807,476
Total Incremental Costs by Function	\$ 173,100	\$ 2,954,829	\$ 1,940,844	\$ 844,760	\$ 909,311	\$ 6,822,843

** Assumes a 7 year Capital lease for new/old ambulances with stretcher and Life Pac

*** Assumes a 8 Year Capital lease for Ladder Truck

City of Lucas
General Fund Budget Forecast By Year

	Forecast FY12/13	Forecast FY13/14	Forecast FY14/15	Forecast FY15/16	Forecast FY 16/17	Total
Revenue:						
Property Tax	\$ 1,527,686	\$ 1,664,502	\$ 1,781,017	\$ 1,905,688	\$ 2,039,087	\$ 8,917,980
Franchise Fees	\$ 258,906	\$ 258,950	\$ 261,540	\$ 264,155	\$ 266,796	\$ 1,310,347
Sales Tax - General	\$ 360,193	\$ 494,000	\$ 518,700	\$ 539,448	\$ 561,026	\$ 2,473,367
Sales Tax - Property Tax Reduc	\$ 92,776	\$ 123,500	\$ 129,675	\$ 134,862	\$ 140,256	\$ 621,069
Sales Tax - Streets	\$ 92,776	\$ 123,500	\$ 129,675	\$ 134,862	\$ 140,256	\$ 621,069
License & Permits/Fees	\$ 412,820	\$ 425,510	\$ 442,530	\$ 460,232	\$ 478,641	\$ 2,219,733
Fire Dept Revenue	\$ 156,414	\$ 153,311	\$ 176,308	\$ 202,754	\$ 233,167	\$ 921,953
EMS Revenue		\$ 30,000	\$ 80,100	\$ 84,105	\$ 88,310	\$ 282,515
All Other Fees	\$ 318,835	\$ 280,705	\$ 286,319	\$ 292,045	\$ 297,886	\$ 1,475,791
Sales Tax - Fire District**			\$ 259,350	\$ 269,724	\$ 280,513	\$ 809,587
Transfer In - CO Funds	\$ 80,000	\$ 2,290,000	\$ 309,754			\$ 2,679,754
Transfer In- Reserves			\$ 506,536		\$ 30,151	\$ 536,687
Total Revenues/Transfers	\$ 3,300,406	\$ 5,843,978	\$ 4,881,504	\$ 4,287,875	\$ 4,556,089	\$ 22,869,852

Operating Expenses:

EMS	\$ 20,000	\$ 533,479	\$ 586,827	\$ 645,510	\$ 710,061	\$ 2,495,877
Fire Dept	\$ 663,593	\$ 698,017	\$ 767,819	\$ 844,601	\$ 929,061	\$ 3,903,090
Other Departments	\$ 1,502,593	\$ 1,609,855	\$ 1,770,841	\$ 1,947,925	\$ 2,142,717	\$ 8,973,931
Total Operating	\$ 2,186,186	\$ 2,841,351	\$ 3,125,486	\$ 3,438,035	\$ 3,781,839	\$ 15,372,898

Capital Outlay:

(includes Capital Leases for Equipment and Fire Station Costs)

Fire Dept	\$ 153,100	\$ 2,310,000	\$ 1,287,267	\$ 132,500	\$ 132,500	\$ 4,015,367
EMS	\$ -	\$ 111,350	\$ 66,750	\$ 66,750	\$ 66,750	\$ 311,600
Other Departments	\$ 139,711	\$ 180,100	\$ 72,000	\$ 256,000	\$ 185,000	\$ 832,811
Total Capital Outlay	\$ 292,811	\$ 2,601,450	\$ 1,426,017	\$ 455,250	\$ 384,250	\$ 5,159,778

Road Maintenance:

Roadway Maint.***	\$ 185,060	\$ 300,000	\$ 330,000	\$ 360,000	\$ 390,000	\$ 1,565,060
Total Roadway Maintenance	\$ 185,060	\$ 300,000	\$ 330,000	\$ 360,000	\$ 390,000	\$ 1,565,060

Total Operating/Capital/Road Maint Exp	\$ 2,664,057	\$ 5,742,801	\$ 4,881,503	\$ 4,253,285	\$ 4,556,089	\$ 22,097,736
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Over/Under Estimated Budget	\$ 636,349	\$ 101,177	\$ 0	\$ 34,590	\$ 0	\$ 772,116
------------------------------------	-------------------	-------------------	-------------	------------------	-------------	-------------------

Total General Fund Percent by Function:

Fire Dept.	30.7%	52.4%	42.1%	23.0%	23.3%	35.8%
EMS	0.8%	11.2%	13.4%	16.7%	17.0%	12.7%
Other Departments	61.6%	31.2%	37.8%	51.8%	51.1%	44.4%
Road Maint	6.9%	5.2%	6.8%	8.5%	8.6%	7.1%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Note: Forecasts prepared using historical trending for revenues and expenditures, capital outlay estimates from staff, capital lease payment estimates based on current interest rates, and sales tax estimates based on projected future revenues.

**** Additional reserves/resources will be needed if sales tax for Fire District is not approved by voters.**

Other resources to consider: Vacant land potential for sale or lease/increase in property tax rate.

***** 2011 CO Funds of \$440,940 budgeted for road maintenance FY 12/13**

City of Lucas
Total Debt Service by Fund

Fiscal Year	General	Water	Total
FY13-14	\$ 612,010	\$ 533,020	\$ 1,145,030
FY 14-15	\$ 608,611	\$ 530,164	\$ 1,138,775
FY15-16	\$ 615,498	\$ 522,516	\$ 1,138,014
FY16-17	\$ 621,348	\$ 519,367	\$ 1,140,715
FY17-18	\$ 620,909	\$ 446,748	\$ 1,067,657
FY18-19	\$ 619,613	\$ 444,869	\$ 1,064,482
FY19-20	\$ 617,791	\$ 442,652	\$ 1,060,443
FY20-21	\$ 615,443	\$ 440,103	\$ 1,055,546
FY21-22	\$ 617,494	\$ 422,468	\$ 1,039,962
FY22-23	\$ 373,075	\$ 311,519	\$ 684,594
FY23-24	\$ 371,875	\$ 306,794	\$ 678,669
FY24-25	\$ 369,825	\$ 301,581	\$ 671,406
FY25-26	\$ 362,475	\$ 301,069	\$ 663,544
FY26-27	\$ 359,825	\$ 295,256	\$ 655,081
FY27-28	\$ 258,900	\$ 166,900	\$ 425,800
FY28-29	\$ 259,700	\$ 166,000	\$ 425,700
FY29-30	\$ 260,100	\$ 169,800	\$ 429,900
FY30-31	\$ 260,100	\$ 168,300	\$ 428,400
TOTALS	\$ 8,424,592	\$ 6,489,126	\$ 14,913,718

City of Lucas
Certificates of Obligation
Series 2011
Payments applied against outstanding Bond Funding
General Fund

Beginning Balance	\$ 3,500,000.00
Interest Earned	\$ 11,300.08
Subtotal	<u>\$ 3,511,300.08</u>

Payments applied toward projects:

White Rock Trail Design	\$ (28,750.00)
Stinson Rd Bridge Design	\$ (84,365.00)
Fire Dept. Expansion	\$ (80,000.00)
Capital Roadway Improvements	<u>\$ (638,430.78)</u>

Remaining 2011 General Fund Co Balance	<u><u>\$ 2,679,754.30</u></u>
--	-------------------------------

Sales Tax Projection Sheet for Oct 2013-September 2014 and Future Years

	2013-2014	2014-2015	2015-2016	2016-2017	2017-208
Total Sales	\$ 49,400,000	\$ 51,870,000	\$ 53,944,800	\$ 56,102,592	\$ 58,346,696
General	\$ 494,000	\$ 518,700	\$ 539,448	\$ 561,026	\$ 583,467
Reduction	\$ 123,500	\$ 129,675	\$ 134,862	\$ 140,256	\$ 145,867
Street Maintenance	\$ 123,500	\$ 129,675	\$ 134,862	\$ 140,256	\$ 145,867
Total Sales Tax	\$ 741,000	\$ 778,050	\$ 809,172	\$ 841,539	\$ 875,200
Fire Dist?? Vote May 14	\$ -	\$ 259,350	\$ 269,724	\$ 280,513	\$ 291,733

Owner's Cost for Fire Station

Description	Estimated Cost	Budget Fiscal Year
FFE(Fixtures, Furn., Equipement	\$ 50,000	14/15
Landscaping	\$ 60,392	14/15
Misc owners cost:		
Ind. Construction Mat. Test	\$ 30,000	13/14
Ind. Air Balance Test	\$ 15,000	14/15
Ad for bid	\$ 3,000	13/14
Data/IT/Radio/Technology	\$ 59,425	14/15
Total Owner Costs	\$ 217,817	

Construction Cost				\$3,030,000
New Construction by Contractor	10,025 sf	\$ 302/sf		\$3,030,000
Interior Renovations by Contractor	125 sf			included above
Exterior Improvements by Contractor				included above
Renovations by Fire Department	1,810 sf	\$ /sf		\$0
Design Services				\$379,450
A&E Basic Service Fee (Includes Arch, Struct, Mech, Elect, Plumb)		9.50%		\$287,850
Programming				\$10,000
Civil Engineer				\$45,500
Detailed Cost Estimating				\$5,500
Topographic Survey				\$3,900
Geotechnical Investigation				\$6,700
Reimbursables				\$20,000
Owner Costs				\$217,817
See Attached Owner Cost List				\$217,817
Total Project Cost				\$3,627,267

CITY OF LUCAS
 ASSET REPLACEMENT /ADDITION
 VEHICLES

DEPARTMENT	ITEM	PURCHASE DATE	COST	YEAR 2013-2014	YEAR 2014-2015	YEAR 2015-2016	YEAR 2016-2017	YEAR 2017-2018	YEAR 2018-2019
DEVELOPMENT SERVICES	2010 FORD EXPEDITION	10/16/2009	\$ 26,500.00				\$ 36,000.00		
DEVELOPMENT SERVICES	2011 FORD F150 TRUCK	10/05/2011	\$ 24,662.11					\$ 35,000.00	
DEVELOPMENT SERVICES	2005 F150 FORD TRUCK	05/26/2005	\$ 13,398.00			\$ 26,000.00			
NONDEPARTMENTAL	2010 POLICE VEHICLE	10/01/2009	\$ 27,228.00	\$ 45,300.00					
PUBLIC WORKS	2000 CHEVY PICKUP	11/15/2000	\$ 24,000.00	\$ 31,000.00					
PUBLIC WORKS	2012 DUMP TRUCK	02/10/2012	\$ 57,271.22						
PARKS	2009 FORD F 250 CREW	12/10/2009	\$ 26,087.97			\$ 31,000.00			
TOTALS	TOTAL		\$ 299,647.02	\$ 76,300.00	\$ -	\$ 57,000.00	\$ 36,000.00	\$ 35,000.00	\$ -

CITY OF LUCAS
 ASSET REPLACEMENT
 EQUIPMENT

DEPARTMENT	ITEM	PURCHASE DATE	LIFE	COST	YEAR 2013-2014	YEAR 2014-2015	YEAR 2015-2016	YEAR 2016-2017	YEAR 2017-2018	YEAR 2018-2019
PUBLIC WORKS	BOOM MOWER	09/30/1999	7 YRS	\$ 15,661.46				\$ 20,000.00		
PUBLIC WORKS	BRUSH HOG	09/30/2000	7 YRS	\$ 1,250.00					\$ 2,000.00	
PUBLIC WORKS	52" 23 HP TURF TIGER	09/30/2002	7 YRS	\$ 6,650.00		\$ 12,000.00				
PUBLIC WORKS	WACKER GENERATOR G3.7	03/31/2003	7 YRS	\$ 24,300.00			\$ 6,000.00			
PUBLIC WORKS	GRADER	06/15/2005	10 YRS	\$ 5,900.00					\$ 8,000.00	
PUBLIC WORKS	310 G JOHN DEER BACKHOE	07/15/2005	10 YRS	\$ 60,611.00			\$ 75,000.00			
PUBLIC WORKS	52" 23 HP LAWN TRACTOR	08/03/2006	7 YRS	\$ 5,527.00			\$ 14,000.00			
PUBLIC WORKS	FIJITSU F1-5650C SCANN	02/28/2006	7 YRS	\$ 4,052.46		\$ 6,000.00				
PUBLIC WORKS	2005 AZ 300 ASHPALT ZIP	12/14/2005	10 YRS	\$ 61,052.25				\$ 75,000.00		
PUBLIC WORKS	2009 TAKEUCHI EXCAVATO	04/05/2010	10 YRS	\$ 49,645.00						\$ 80,000.00
PUBLIC WORKS	DITCHWITCH FX30	11/09/2009	10 YRS	\$ 29,900.00					\$ 50,000.00	
PUBLIC WORKS	CHIPPER MORBARK 2011	06/09/2011	7 YRS	\$ 19,950.00						\$ 30,000.00
PUBLIC WORKS	COMPRESSOR/WELDER	05/12/2011	7 YRS	\$ 4,535.16					\$ 10,000.00	
PUBLIC WORKS	MOWER JOHN DEER 26 HP	10/13/2010	7 YRS	\$ 9,909.13						
PUBLIC WORKS	NEW HOLLAND TN65D	06/10/2009	7 YRS	\$ 15,000.00						
PUBLIC WORKS	BRUSH HOG	06/10/2009	7 YRS	\$ 2,250.00						
PUBLIC WORKS	SANDER (NEW)		NEW		\$ 20,000.00					
PUBLIC WORKS	STREET SIGNS	5/26/2009-1/1/2011	10 YRS	\$ 46,703.22	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
PARKS	ZIMMER KUBOTA MOWER	10/03/2011	7 YRS	\$ 10,589.00						
PARKS	AUSTIN TURF/AERA VATOR/SEEDER	10/20/2011	7 YRS	\$ 13,872.87						
PARKS	PARK IMPROVEMENTS TOP DRESSING	ONGOING			\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
PARKS	TOP DRESSER FOR BALLFIELDS		NEW	\$ 9,000.00	\$ 9,000.00					
PARKS	SMALL TURF TRACTOR		NEW	\$ 18,500.00	\$ 18,500.00					
	TOTALS				\$ 72,500.00	\$ 43,000.00	\$ 120,000.00	\$ 120,000.00	\$ 95,000.00	\$ 135,000.00

CITY OF LUCAS
 ASSET REPLACEMENT
 COMPUTER EQUIPMENT

DEPARTMENT	ITEM	PURCHASE DATE	LIFE	COST	YEAR 2013-2014	YEAR 2014-2015	YEAR 2015-2016	YEAR 2016-2017	YEAR 2017-2018	YEAR 2018-2019
ADMINISTRATION	XEROX WC 7425 COLOR	12/29/2009	7 YRS	\$ 10,115.67						
ADMINISTRATION	SERVER & SWITCH	01/12/2011	5 YRS	\$ 8,767.99						
ADMINISTRATION	SERVER ABERDEEN	04/25/2001	5 YRS	\$ 7,949.00						
ADMINISTRATION	COMPUTERS	REPLACEMENT			\$ 11,900.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
ADMINISTRATION	SOFTWARE	UPGRADES/IP/ANTIRV			\$ 19,400.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
ADMINISTRATION	SERVER RACK	05/28/2009	7 YRS	\$ 3,300.00						
ADMINISTRATION	PHONE SYSTEM									
ADMINISTRATION	LARGE WINDOWS SERVER						\$ 50,000.00			
	TOTALS				\$ 31,300.00	\$ 29,000.00	\$ 79,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00

Major Purchases and Expenses Upcoming for the Lucas Fire Department

				June-13	Oct-13	Jan-14	June-14	Oct-14	Jan-15	June-15	Oct-15	Jan-16	June-16	Oct-16	Jan-17	June-17	Oct-17	Jan-18	June-18	Oct-18	Jan-19	June-19	Oct-19	Jan-20	June-20	Oct-20	Jan-21	June-21	Oct-21	Jan-22	
Buildings	Earliest	Latest	Cost																												
Central Station	Oct-13	Feb-15	\$3.0-\$3.6 mil.																												
South Substation*	Oct-17	Jan-24	\$2.0-\$2.5 mil.																												
North Substation	Jan-22	Jan-32	\$3.0 mil.																												
Major Vehicles	Earliest	Latest	Cost																												
Braun Ambulance*	Oct-13	Oct-20	\$250,000																												
Used Ambulance*	Oct-13	Oct-20	\$50,000																												
Quint w/ladder	Oct-15	Oct-23	\$850,000																												
Pug Engine	Oct-17	Oct-18	\$600,000																												
Personnel	Earliest	Latest	Cost																												
EMS Personnel	Oct-13	Oct-14	\$534,000																												

*Notes: At the South Substation we are going to negotiate with developers, regarding land and building the facility. Timing depends on development.

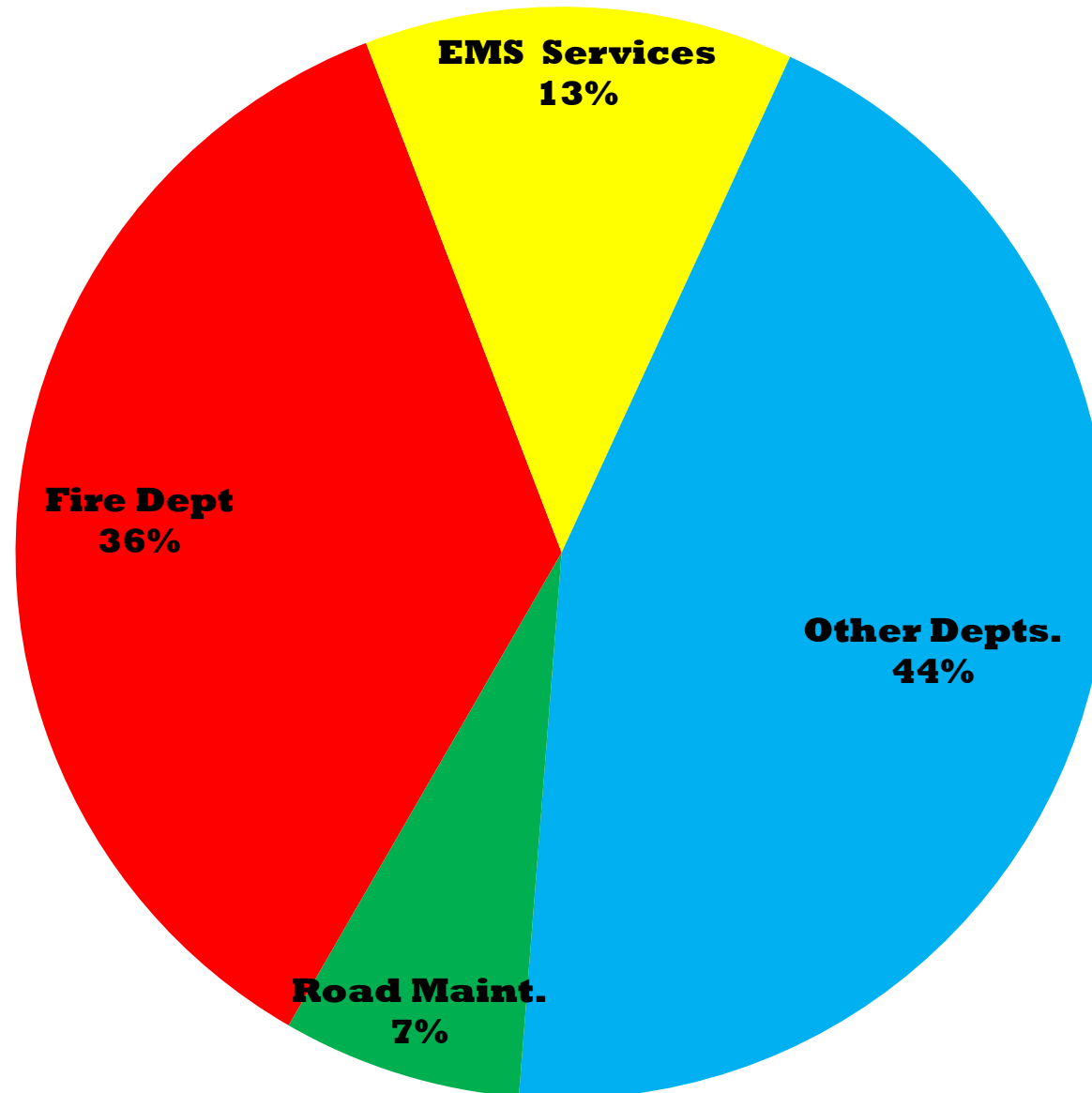
Braun Ambulance and Used Ambulance would both be paid out through lease agreement, which we estimate payments \$66,750 for seven years.

The Arial Quint is to replace Engine #2 year model 1996. The older truck will continue service as a reserve unit until Engine #1 replaced.

The Quint would both be paid out through lease agreement, which we estimate payments \$132,500 for eight years.

**CITY OF LUCAS - GENERAL FUND
FORECASTED BUDGET THROUGH SEPT. 30, 2017**

General Fund Costs By Function





**City of Lucas
Council Agenda Request**

Council Meeting: July 2, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider schematic design of the fire department.

RECOMMENDED ACTION:

SUMMARY:

See attached.

MOTION:

I make a Motion to

APPROVED BY: _____

Initial/Date

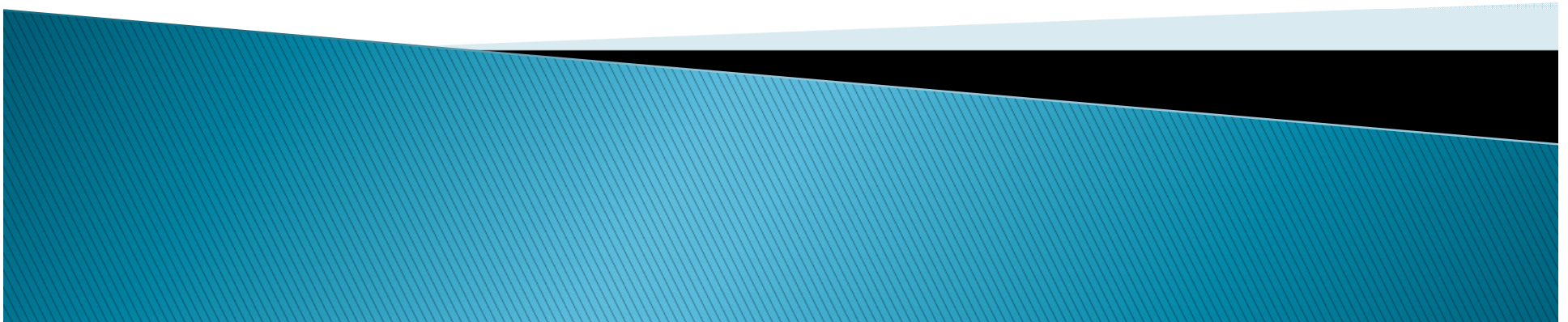
Department Director: _____ / _____
City Manager: _____ / _____

Overview of Lucas Fire Station Schematic Design

Item # 4



City of Lucas





Historical overview

1. In February 2011, Fire Station upgrades/addition was included in the Certificate of Obligation with addition square footage estimate 10,000+
2. Space Programming was begun in Sept. 2012, first pass new building square footage was 10,530, and the second pass was 10,511 s.f.
3. During gaming session in Feb. 2013, anticipated new building square footage was 9,600 s.f.
4. First Schematic Design layout was roughly 10,500 s.f.
5. Current Schematic Design layout is now 10,025 s.f.





Project Highlights

Fire Station–

- Sleeping quarters for a crew of six and two officers
- Dining, Kitchen, Dayroom, Laundry
- EMS exam room
- Staff toilets and shower rooms
- Physical fitness area, which meets state policy

Administration–

- Four office spaces
- Support Spaces (Storage, Copy/Work Room, Reception, Restrooms)
- Training area for staff, use as EOC or community room and allows multi-jurisdictional training exercises

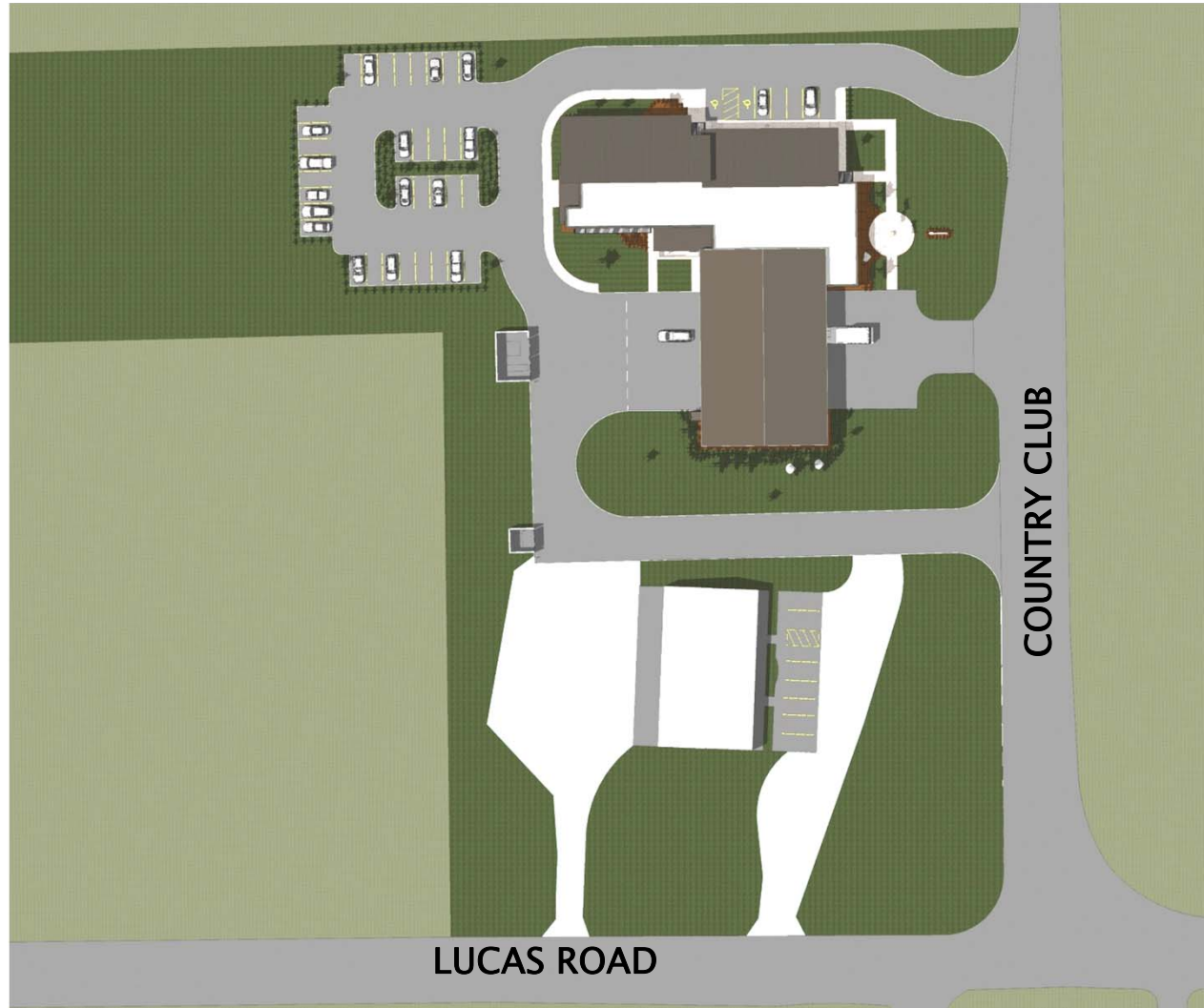
Existing Building/Site Improvements–

- Re-skinning of the existing building similar to City Hall
- Paved parking for public, staff and training use
- Paved drives for fire apparatus
- Complete Fire sprinkler system
- Improved utility connections (septic, water, electric, gas)





Site Plan








NORTH

■ ■ WIGINTON HOOKER JEFFRY
■ ■ ARCHITECTS



Floorplan



-  ADMINISTRATION
-  CIRCULATION
-  EXISTING FIRE STATION
-  NEW FIRE STATION
-  MEP SUPPORT SPACE



Northeast Aerial





Southwest Aerial





Northeast View





East View





Southwest View





Public Entry





Estimated Project Timeline

Design Development is the next phase–

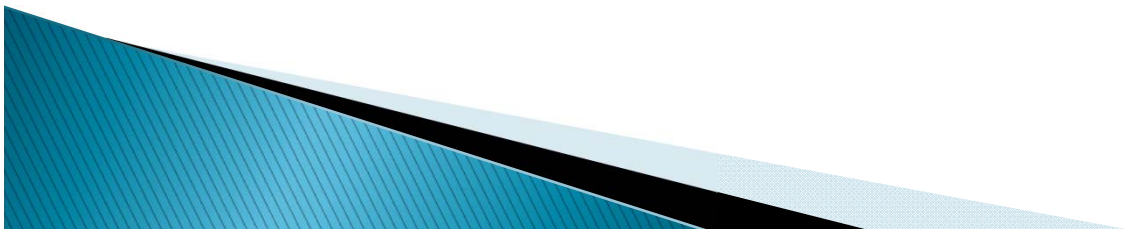
Completion 9/15/2013

Construction Documents 9/15/2013–12/02/2013

Permitting, Bid, and Award 12/02/2013–2/03/2014

Construction Phase estimated 2/04/2014–3/01/2015

Need to keep this timeline moving forward to obtain the best prices and to meet the upcoming needs of the department

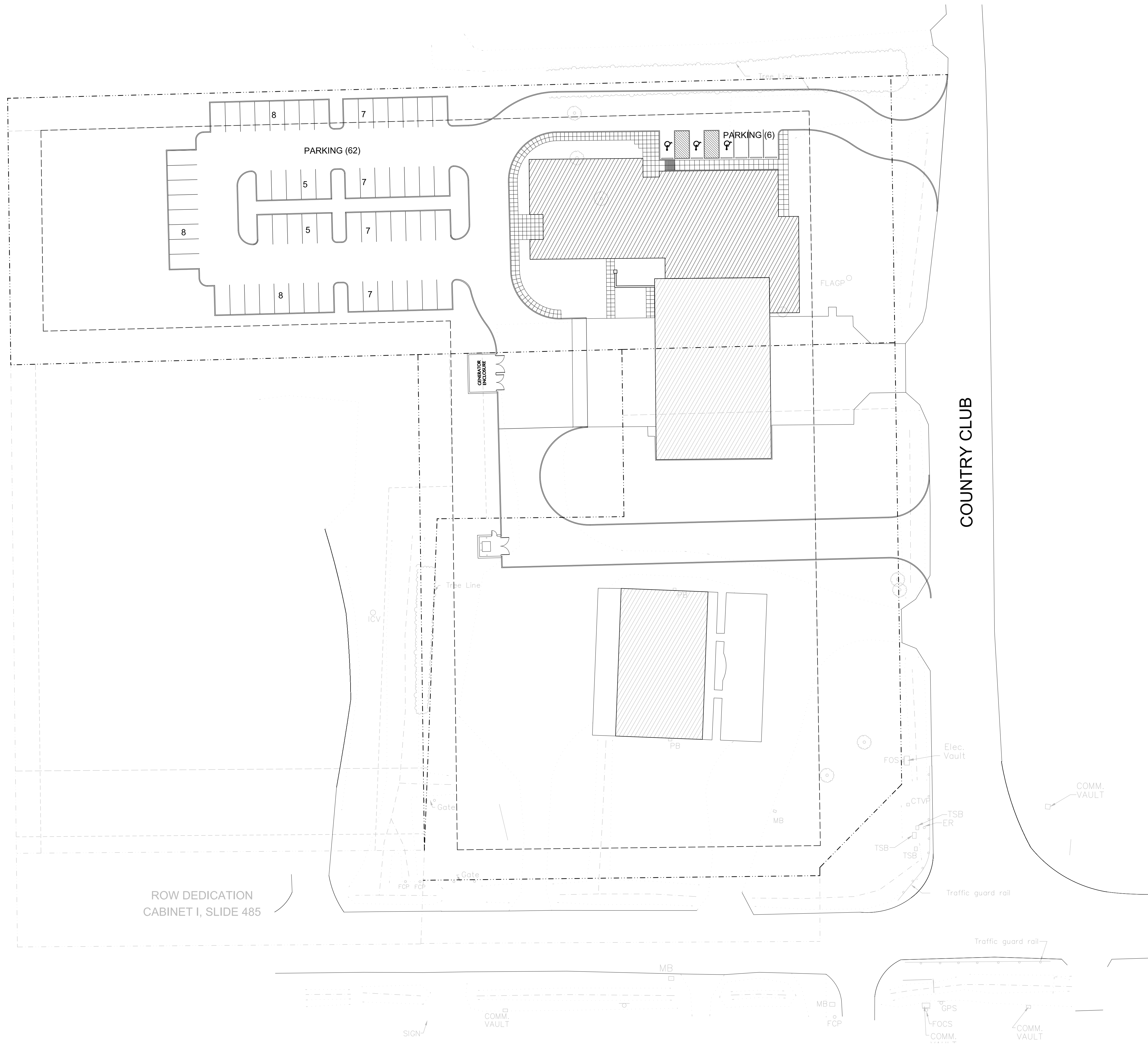




Estimated Project Costs

Construction Cost	\$3,030,000
Design Service Fees	\$379,450
Owner Costs	\$217,817
<hr/>	
Total Project Cost	\$3,627,267





ISSUED FOR PRESENTATION ONLY
 DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.
LUCAS CENTRAL FIRE STATION

05-07-2013

WIGINTON, HOOKER JEFFRY ARCHITECTS



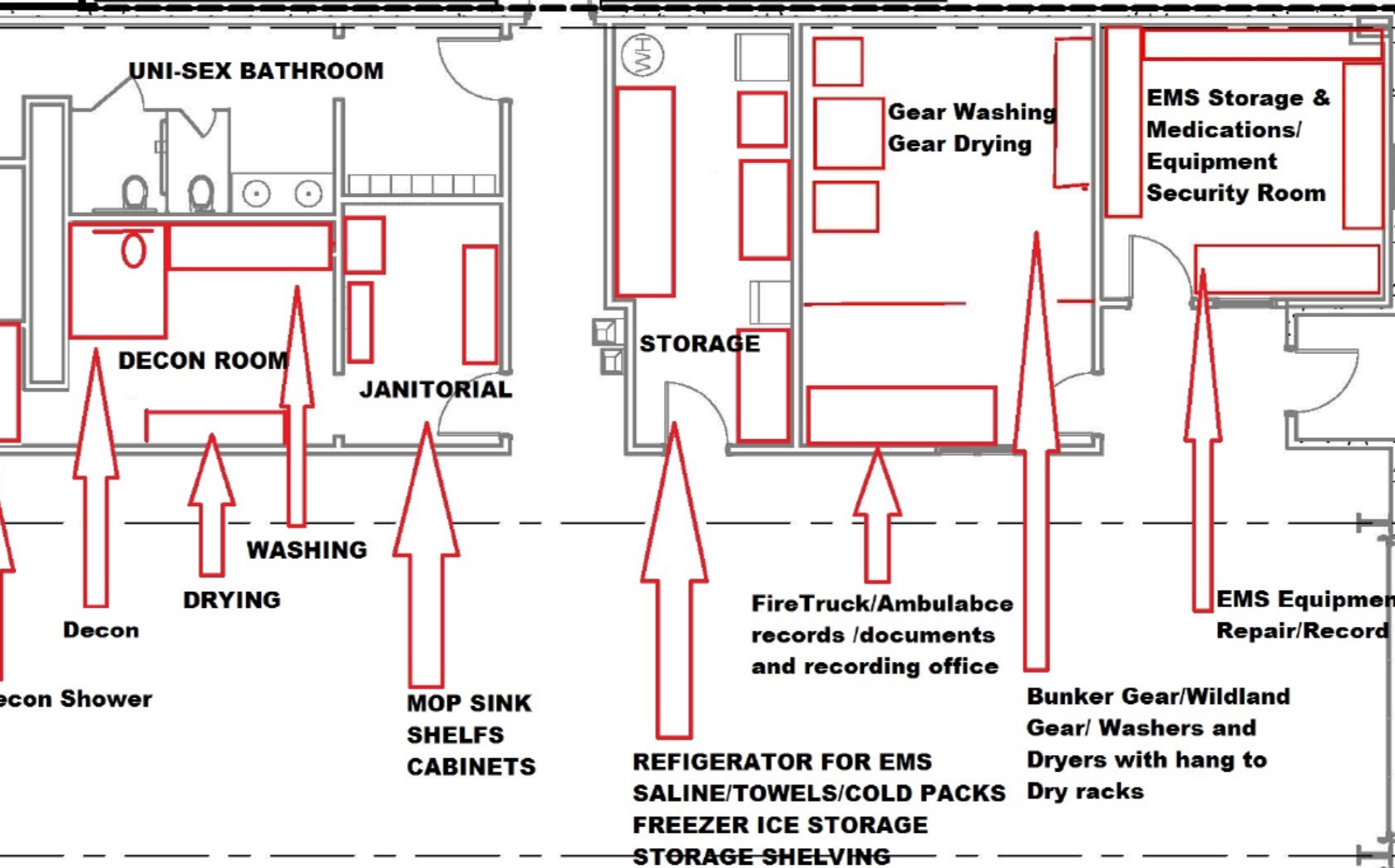
1 FIRST FLOOR PLAN
1/8" = 1'-0"

ISSUED FOR PRESENTATION ONLY
DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

LUCAS CENTRAL FIRE STATION



STAGE 3
WATER
RESTRICTION



EXISTING BUILDING



City of Lucas Council Agenda Request

Council Meeting: July 2, 2013

Requestor: Jeff Jenkins

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: _____

Budgeted Amount: \$ N/A

Exhibits: Yes No

AGENDA SUBJECT:

Discuss and Consider an amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects.

RECOMMENDED ACTION:

SUMMARY:

MOTION:

I make a Motion to approve/deny the amendment to the agreement between the City of Lucas and Wiginton Hooker Jeffry Architects.

APPROVED BY: _____

Initial/Date

Department Director: _____ / _____

City Manager: _____ / _____



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifth day of July in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lucas
665 Country Club Road
Lucas, TX 75002-7651
Telephone Number: 972-727-8999
Fax Number: 972-727-0091

and the Architect:
(Name, legal status, address and other information)

Wiginton Hooker Jeffry Architects P.C.
500 N. Central Expressway, Suite 300
Plano, Texas 75074
Telephone Number: 972-665-0657
Fax Number: 972-665-0656

for the following Project:
(Name, location and detailed description)

City of Lucas Central Fire Station Renovation & Addition
North West corner of the intersection of Country Club Road and West Lucas Road in
Lucas, Texas.
The project will generally consist of demolition of existing living quarters, renovation of
existing Apparatus Bays and addition of new living quarters and administrative offices.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

User Notes:

(1128485734)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Paragraph deleted)

Addition and renovation to the Lucas Central Fire Station. The project will generally consist of demolition of existing living quarters, renovation of existing Apparatus Bays and addition of new living quarters and administrative offices.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect and Architect's Consultants shall perform its services consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence.

.2 Automobile Liability

\$1,000,000 single limit

.3 Workers' Compensation

\$500,000 each accident

.4 Professional Liability

\$1,000,000

The claims made for Professional Liability insurance coverage is the total aggregate limit for all claims presented with the annual policy period and is subject to a deductible.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

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The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or twelve (12) months after the start of Construction, whichever occurs first.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect and the Owner shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	See 4.2 below.
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Architect	See 4.2 below.
§ 4.1.7 Civil engineering	Architect	See 4.2 below.
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	See 4.2 below.
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28 Topographic Survey Services	Architect	See 4.2 below.
§ 4.1.30 Geotechnical Investigation	Architect	See 4.2 below.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Item 4.1.1 – Programming: The Architect shall provide programming services. Programming services shall include meetings to determine needs and a summary of spaces and sizes, detailed room data sheets and 3D diagrams for all spaces to be included in the building.

Item 4.1.6 – Building Information Modeling: The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services. No extra fee will be charged for this use of BIM.

Item 4.1.7 – Civil Engineering Services: Services shall include on-site design for Site Grading, Site Drainage, Water and Wastewater, Paving & Dimensional Control and Erosion Control Plan. TxDOT Drive

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Permits are not included in this scope. Design of improvements or extensions of the public water and sewer system, or improvements or extensions to City streets are not included.

Item 4.1.11 – Detailed Cost Estimating: A total of three (3) Cost Estimates shall be prepared at the following design milestones: one at the completion of Schematic Design, one estimate during Design Development and one estimate during Construction Documents.

Item 4.1.28 – Topographic Survey Services: Services shall include contour information, existing drainage facilities, ditches, the location of all visible above-ground utilities, the diameter and species of large trees, and property corners as reference points.

Item 4.1.30 – Geotechnical Investigation: Services shall include subsurface investigation of proposed site with a quantity of borings and depths required to establish the bearing capacity of the site. The written Geotechnical Report will include determination of Potential Vertical Movement, recommendations for soil modification, foundation options and design recommendations, the boring logs and test data. Two bound copies of the report will be provided to the Client.

These services do not include clearing to obtain access to testing site, replacement of soil within test boring hole to its original compaction (settlement of the hole may occur), or repair of pavement or grading of sites after completion of testing due to drilling rig causing damage to property due to the weight of the machine.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- (Paragraph deleted)
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; "Extensive Number" shall be defined as more than 2 claims;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. In addition, Services provided by the Architect under Article 3.6 "Construction Phase Services" are based upon a twelve (12) month Construction Phase and include the number of visits indicated in 4.3.3 above. Should the Architect be required to provide services beyond this timeframe or quantity of trips, the Architect shall be compensated in accordance with Article 11.3 for these Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For Basic Services, the estimated fee shall be one hundred seventeen thousand eight hundred fifty two dollars (\$117,852.00), which is based on nine and one-half percent (9.5%) of the total Cost of the Work, as defined in Article 6, which currently is budgeted at \$1,240,548.00. Should the budgeted Cost of the Work or the final Cost of the Work vary from this, the fee shall be adjusted accordingly based upon the percentage listed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

Item 4.1.1	Programming	\$	10,000.00
Item 4.1.7	Civil Engineering/Design	\$	45,500.00
Item 4.1.11	Detailed Cost Estimating	\$	5,500.00
Item 4.1.28	Topographic Survey	\$	3,900.00
Item 4.1.30	Geotechnical Investigation	\$	6,700.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

On a mutually agreeable stipulated sum; or failing this on an hourly basis at the Architect’s normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus thirty percent (30%).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty five	percent (25	%)
Construction Documents Phase	Thirty	percent (30	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	One hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(Paragraphs deleted)

Employee or Category	Rate
Sr. Principal	\$250
Principal	\$200
Sr. Project Manager	\$150
Project Manager	\$125
Sr. Project Designer	\$150
Project Designer	\$125
Sr. Const. Administrator	\$135
Construction Administrator	\$75
Project Architect/Coordinator	\$110
Intern/CADD Operator 3	\$90
Intern/CADD Operator 2	\$80
Intern/CADD Operator 1	\$70
Specification Writer	\$100
Clerical	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable Expenses shall not exceed twenty thousand dollars (\$20,000.00) without prior approval from the Owner.

Costs associated with the printing of bid documents and specifications and delivery of same will be in addition to the allowance or billed directly to the Owner.

§ 11.8.3 The total estimated fee for Basic Services, Additional Services listed in Section 11.2 and Reimbursable Expenses listed in Section 11.8 shall be two hundred nine thousand four hundred fifty two dollars (\$209,452.00).

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

On a mutually agreeable stipulated sum.

Init.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12.00% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Jeff Jenkins, City Manager

(Printed name and title)

(Signature)

Anthony M. Jeffry, AIA., Sr. Vice President

(Printed name and title)

AMENDMENT ONE

May 24, 2013

B101-2007 Owner / Architect Agreement

This is Amendment One to the Owner / Architect Agreement dated July 5, 2012 (AIA Document B101-2007) for the City of Lucas Central Fire Station Renovation and Addition. The City of Lucas (the "Owner") and Wiginton Hooker Jeffry, P.C. (the "Architect") agree to revise the following sections to read as follows:

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

For Basic Services, the estimated fee shall be two hundred eighteen thousand five hundred dollars (\$218,500.00), which is based on nine and one-half percent (9.5%) of the total Cost of the Work, as defined in Article 6, which currently is budgeted at \$2,300,000.00. Should the budgeted Cost of the Work or the final Cost of the Work vary from this, the fee shall be adjusted accordingly based upon the percentage listed.

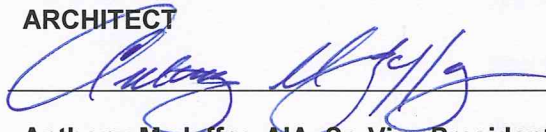
§ 11.8.3 The total estimated cost for Basic Services, Additional Services listed in Section 11.2 and Reimbursable Expenses listed in Section 11.8 shall be three hundred ten thousand one hundred dollars (\$310,100.00).

This Amendment entered into as of the day and year first written above.

OWNER

ARCHITECT

Jeff Jenkins, City Manager



Anthony M. Jeffry, AIA, Sr. Vice President



**City of Lucas
Council Agenda Request**

Council Meeting: July 2, 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: _____ / _____