



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

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

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**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.

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1) Citizens' Input.

**Community Interest**

2) Items of Community Interest.

**Public Hearings**

The Public Hearing agenda is provided for the purpose of allowing citizens to ask specific questions regarding only the subject posted for the Public Hearing. Generally the Public Hearing is required by State

- 3) Public Hearing/Discuss and Consider the unilateral annexation of a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records; THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a 1/2 inch iron rod found at the northwest corner of Lucas UMC; THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a 1/2 iron rod set; THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a 1/2 iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet; THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a 1/2 inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21"; THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a 1/2 inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet; THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a 1/2 inch iron rod set at the point of tangency; THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a 1/2 inch iron rod set; THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a 1/2 inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.); THENCE, North 00 ° 12'40" East, along the east line

of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set; THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set; THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07"; THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set; THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records; THENCE, South 89°11' 30" East, along the east line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract; THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract; THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set; THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land. **[Commonly known as Cimarron Estates. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013] [Hilbourn]**

- 4) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows: Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin

County, Texas: Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set; Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set; Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set; Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set; Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set; Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set; Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet; Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set; Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.); Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set; Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21"; Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set; Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron

rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas; Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set; Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land. **[Commonly known as Edgewood Estates. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013] [Hilbourn]**

- 5) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows: BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING; THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found; THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found; THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found; THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found; THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found; THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found; THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found; THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found; THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found; THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found; THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found; THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found; THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found; THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less. **[Commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013] [Hilbourn]**

- 6) Public Hearing/Discuss and Consider the unilateral annexation of a 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT; THENCE North 37°42' West,

departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract; THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract; THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left; THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent; THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land. **[Owned by Owen George and is located off E. Lucas Road. This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013]**  
**[Hilbourn]**

### Regular Agenda

- 7) Discuss and Consider approval of the minutes from the October 17, 2013 City Council meeting. **[Wingo]**
- 8) Discuss and Consider the approval of Amendment One of the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry, P.C. revising the total estimated cost for Basic Services for the Lucas Fire Station Expansion Project in the amount of \$310,000. **[Savage]**
- 9) Discuss and Consider the approval of **Resolution # R-2013-11-00405** of the City Council of the City of Lucas, Texas

approving a financing contract with Government Capital Corporation in the amount of \$345,000 for the purchase of a new ambulance; medical equipment for new and used ambulances; and this finance contract as a qualified tax exempt obligation for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. **[Savage]**

- 10) Discuss and Consider the ratification of a State Homeland Security Program (SHSP) grant awarded to the City of Lucas' Fire Department from the Department of Homeland Security FEMA Grants Program Directorate in the amount of \$3,498.57 to be used for training and the method of payment is primarily reimbursement. **[Kitchens]**
- 11) Discuss and Consider the approval of an Interlocal Cooperation Agreement between the City of Lucas and the City of Cedar Hill authorizing the participation in a Cooperative Purchasing Program for the purchase of goods and services. **[Kitchens]**
- 12) Discuss and Consider the approval of an agreement between the City of Lucas and BW2 Engineers for design services for W. Lucas Road between Country Club and Angel Parkway and authorize the Interim City Manager to execute said agreement. **[Foerster]**

### **Executive Session**

The City Council may convene in Executive Session in accordance with the Local Government Code. All decisions regarding the discussion of the Executive Session must be made in Open Session.

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- 13) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to deliberate the appointment of individuals to serve on the Planning and Zoning Commission and Board of Adjustments with a term ending October 31, 2015.



- 14) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

### Regular Agenda

- 15) Take any action as necessary from the Executive Session.
- 16) Discuss and Consider the appointment of 3 full board members and 1 alternate to serve on the Parks & Open Space Board with a term ending October 31, 2015.
- 17) Adjournment.

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**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.**

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### Approval

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

### Certification

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

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Kathy Wingo, TRMC, MMC  
City Secretary

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**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](mailto:secretary@lucastexas.us).**

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# LUCAS CITY COUNCIL

Meeting Date November 7, 2013

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## AGENDA ITEM:

- Call to Order

- Roll Call

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

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

## Informational Purposes

Interim City Manager Dan Savage	<input type="checkbox"/>
City Secretary Kathy Wingo	<input type="checkbox"/>
Public Works Director Stanton Foerster	<input type="checkbox"/>
Finance Manager Liz Exum	<input type="checkbox"/>
Fire Chief Jim Kitchens	<input type="checkbox"/>
Development Services Director Joe Hilbourn	<input type="checkbox"/>
City Attorney Joe Gorfida, Jr.	<input type="checkbox"/>
Administrative Assistant Jennifer Faircloth	<input type="checkbox"/>



**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Citizen's Input.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
City Council Agenda  
Request**

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Items of Community Interest.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action necessary.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: November 7, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records; THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a ½ inch iron rod found at the northwest corner of Lucas UMC; THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a ½ iron rod set; THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet; THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21"; THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet; THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency; THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set; THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.); THENCE, North 00° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set; THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set; THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07"; THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch

iron rod set; THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records; THENCE, South 89°11' 30" East, along the east line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract; THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract; THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set; THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land.

**RECOMMENDED ACTION:**

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 1<sup>st</sup> Public Hearing, the 2<sup>nd</sup> Public Hearing will be held on November 21, 2013.

This is commonly known as Cimarron Estates.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH / 9/11/2013**

**Exhibit A**  
**Legal Description**  
**Cimarron**

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows: BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records;

THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a ½ inch iron rod found at the northwest corner of Lucas UMC;

THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a ½ iron rod set;

THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet;

THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21";

THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet;

THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set;

THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.);

THENCE, North 00° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set;

THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set;

THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07";

THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set;

THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records;

THENCE, South 89°11' 30" East, along the eat line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract;



THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract;

THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set;

THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land.





## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, commonly known as Cimarron Estates, and described as follows:

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract NO. 813, in Collin County, Texas, being out of a 70.00 acre tract, as described in Volume 3928, Page 145, in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found the northwest corner of Lucas UMC, and addition to the City of Lucas, as described in Volume 948, Page 145, in said deed records;

THENCE, North 89° 43'48" West, for a distance of 420.19 feet, to a ½ inch iron rod found at the northwest corner of Lucas UMC;

THENCE, North 00° 19'07" East, for a distance of 19.00 feet, to a ½ iron rod set;

THENCE, North 89° 43'48" West, for a distance of 333.41 feet, to a ½ iron set on a non-tangent curve to the left, having a radius of 665.00 feet, a central angle of 01°18'37", and a tangent of 7.60 feet;

THENCE, along said curve to the left for an arc distance of 15.21 feet (Chord Bearing South 02° 05'44" East 15.21 feet), to a ½ inch iron rod set a curve to the right, having a radius of 65.00 feet, a central angle of 97°11'21";

THENCE, along said curve to the right for arc distance of 15.21 feet (Chord Bearing South 40° 16'44" East 15.21 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 735.00 feet, a central angle of 08°31'36", and a tangent of 54.79 feet;

THENCE, along said curve to the right for an arc distance of 109.38 feet (Chord Bearing North 04° 03'08" West 109.28 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 00° 12'40" East, for a distance of 180.90 feet, to a ½ inch iron rod set;

THENCE, North 89° 43'48" West, for a distance of 300.00 feet, to a ½ inch iron rod set, in the east line of F.M. 1378 (90 R.O.W.);

THENCE, North 00 ° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set;

THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set;

THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07";

THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set;

THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records;

THENCE, South 89°11' 30" East, along the eat line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract;

THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract;

THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set;

THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: November 7, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows: Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas: Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set; Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set; Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set; Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set; Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set; Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set; Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet; Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set; Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.); Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set; Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21"; Thence, along said curve to the right for an arc

distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set; Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas; Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set; Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land.

**RECOMMENDED ACTION:**

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will appear later on November 21, 2013.

This is commonly known as Edgewood Estates.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH** / 9/11/2013

**Exhibit A**  
**Depiction**  
**Edgewood Estates**

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows:

Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas:

Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set;

Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set;

Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set;

Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set;

Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set;

Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set;

Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet;

Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set;

Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set;

Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.);

Thence, North 89°43'22" West, along said north and south lines , for a distance of 70.00 feet, to a to a ½ inch iron rod set;

Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set;

Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21";

Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set;

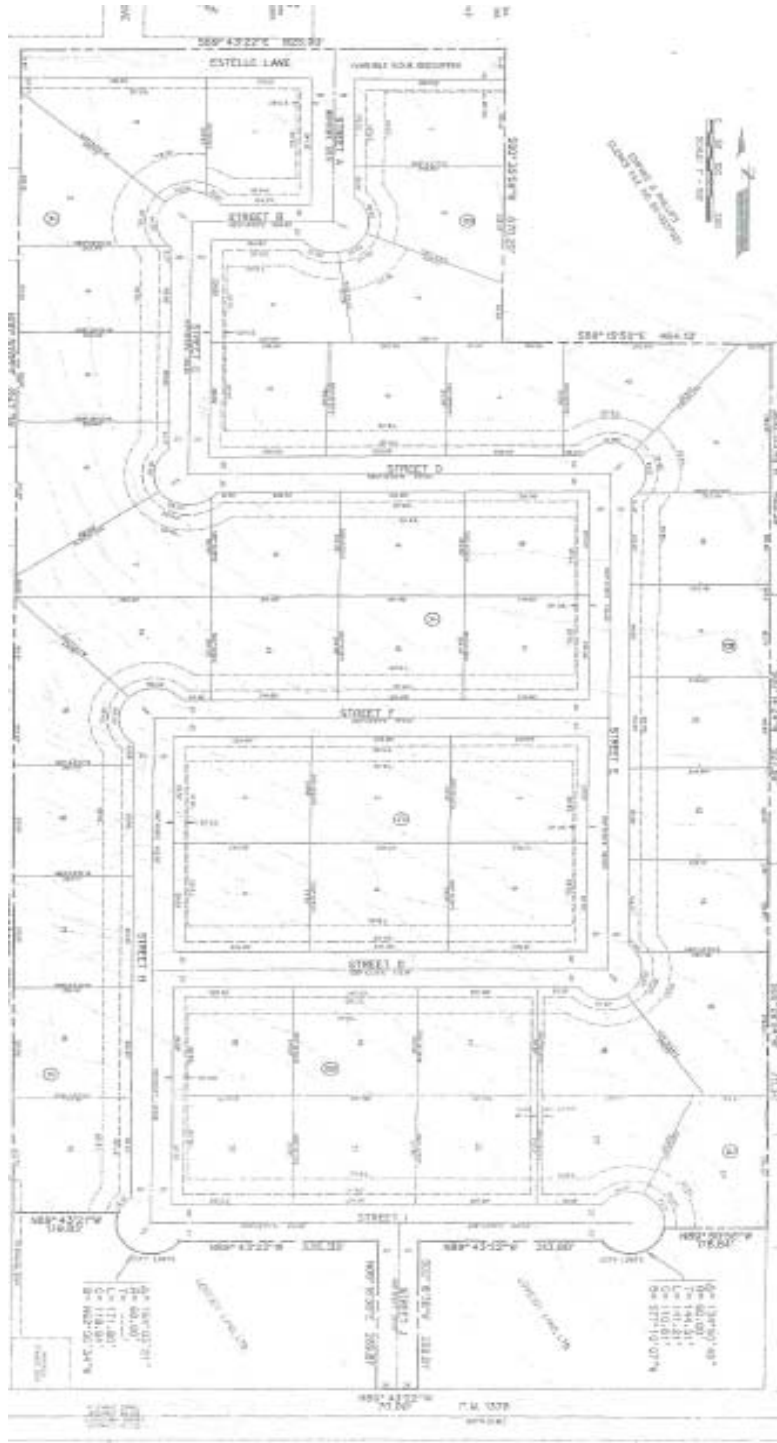
Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas;

Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set;

Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land.



# Exhibit B Depiction Edgewood Estates







## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, commonly known as Edgewood Estates, and described as follows:

BEING, a tract of land situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows:

Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas:

Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set;

Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set;

Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set;

Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set;

Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set;

Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set;

Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet;

Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set;  
Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set;  
Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.);  
Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set;  
Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set;  
Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21";  
Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set;  
Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas;  
Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set;  
Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: November 7, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows: BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING; THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found; THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found; THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found; THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found; THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found; THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found; THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found; THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found; THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found; THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found; THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found; THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found; THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found; THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found; THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less.

### RECOMMENDED ACTION:

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on November 21, 2013.

This is commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- Metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director:         **JVH / 9/11/2013**

**Exhibit A**  
**Legal Description**  
**Lakeview Downs**

BEING a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477, and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGGING;

THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;

THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;

THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;

THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;

THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;

THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;

THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;

THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;

THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;

THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;

THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found;

THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found;

THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;

THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6477178 square feet, 148.6956 acres of land, more or less.

**Exhibit B**  
**Continued Depiction**  
**Lakeview Downs**







## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane, and described as follows:

BEING a 65.4629 tract of land situated in the Montgomery Birch Survey, Abstract NO. 115 and being part of a tract of land described in deed recorded in Volume 1975, Page 744 of the Deed Records of Collin County, Texas and a 83.2327 acre parcel of land out of T. D. James Survey, Abstract NO. 477 and being part of a tract of land described in deed recorded in Volume 480, Page 141 of the Deed of Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the Northeast of said 83.2327 acre tract for the POINT OF BEGINNING;

THENCE South 01°47'06" West, a distance of 1559.81 feet to an iron rod found;

THENCE South 88°18'53" East, a distance of 1158.69 feet to an iron rod found;

THENCE South 02°30'00" East, a distance of 1282.52 feet to an iron rod found;

THENCE North 60°35'42" East, a distance of 0.02 feet to an iron rod found;

THENCE South 26°03'44" East, a distance of 29.62 feet to an iron rod found;

THENCE South 49°46'37" West, a distance of 156.47 feet to an iron rod found;

THENCE South 39°22'18" West, a distance of 682.78 feet to an iron rod found;

THENCE North 87°39'20" West, a distance of 1535.59 feet to an iron rod found;

THENCE North 02°44'57" East, a distance of 805.91 feet to an iron rod found;

THENCE North 88°23'52" West, a distance of 568.39 feet to an iron rod found;

THENCE North 18°17'35" West, a distance of 651.22 feet to an iron rod found;

THENCE North 00° 11'32" East, a distance of 604.85 feet to an iron rod found;

THENCE South 88°50'24" East, a distance of 390.20 feet to an iron rod found;

THENCE North 01°50'24" East, a distance of 1464.26 feet to an iron rod found;

THENCE South 88°31'45" East, a distance of 1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary



## City of Lucas Council Agenda Request

Council Meeting: November 7, 2013

Requestor: Joe Hilbourn

Prepared by: Donna Bradshaw

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Public Hearing/Discuss and Consider the unilateral annexation of a 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT; THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract; THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract; THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left; THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent; THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

### RECOMMENDED ACTION:

Staff recommends annexing property as presented.

**SUMMARY:**

This is the 1<sup>st</sup> Public Hearing, 2<sup>nd</sup> Public Hearing will be held on November 21, 2013.

This tract is owned by Owen George and located off E. Lucas Road.

This parcel is within the 1 mile ETJ of the City. All documentation supports annexation for this property:

- metes & bounds verified
- Parcel is contiguous to the City

These parcels were recommended by Staff at the last annexation workshop and were approved by Council for consideration.

**MOTION:**

No action to be taken.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director:         **JVH / 9/11/2013**

## EXHIBIT "A"

CITY OF LUCAS, TEXAS  
ANNEXATION LANDS  
OWEN GEORGE TRACT

## DESCRIPTION

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract;

THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

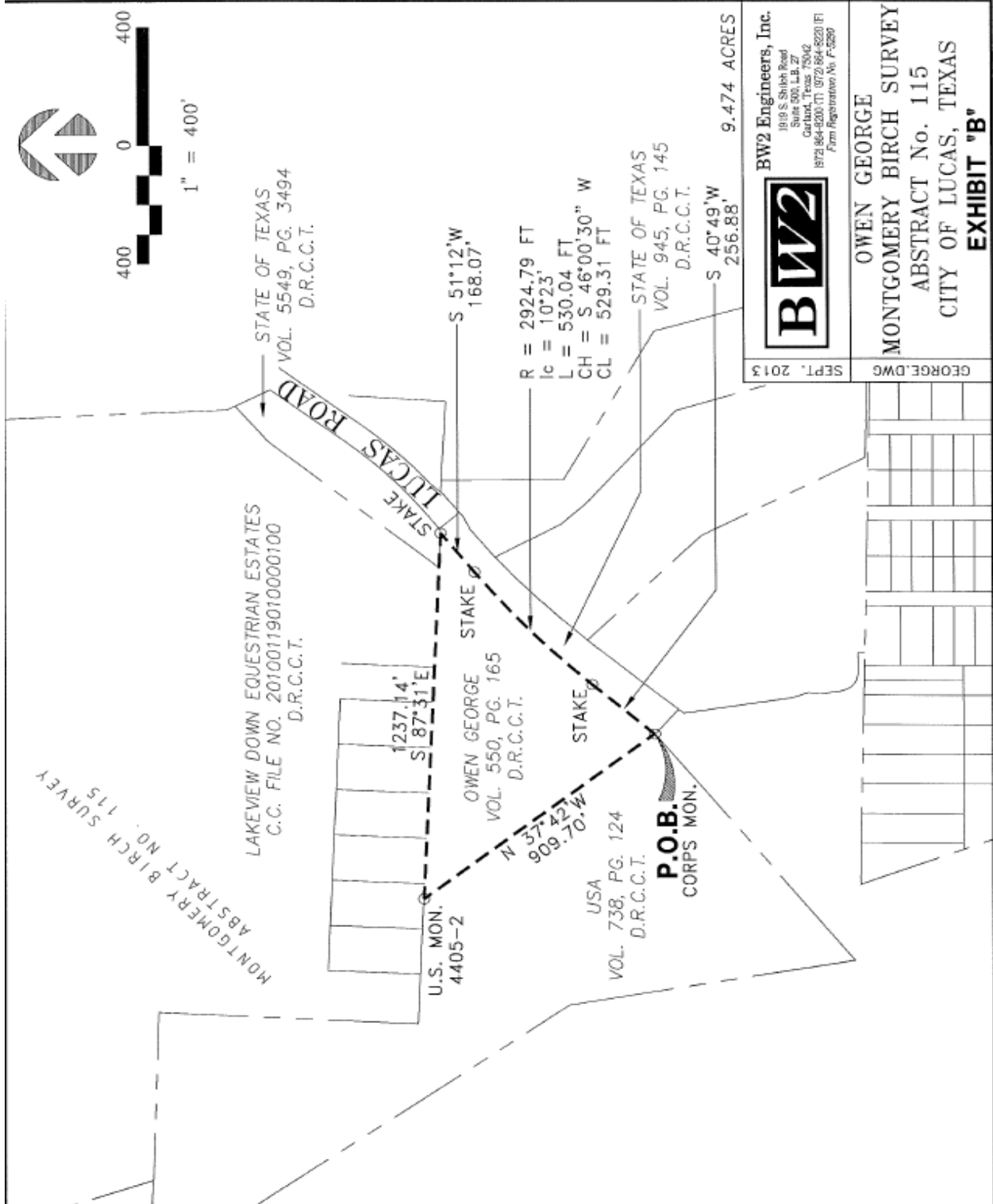
## NOTES:

THIS DESCRIPTION IS BASED ON RECORD INFORMATION. THE BEARINGS, DISTANCES, AND MONUMENT STATUS HAS NOT BEEN VERIFIED BY A FIELD SURVEY.

USA DOCUMENT (738/124) AND TxDOT DOCUMENT (945/149) ARE ON THE SAME BEARING BASIS.

ALL BEARINGS FOR THE ORIGINAL OWEN GEORGE DOCUMENT (550/165) ARE ROTATED CLOCKWISE 2°29'.

# Exhibit B Depiction Owen George Tract



 <p><b>BW2</b> BW2 Engineers, Inc. 1918 S. Shiloh Road Suite 300, L.B. 27 Carroll, Texas 75042 1972 864-8301/11 8721 864-8320 (F) Form Registration No. P-3250</p>	<p style="text-align: center;">OWEN GEORGE MONTGOMERY BIRCH SURVEY ABSTRACT No. 115 CITY OF LUCAS, TEXAS <b>EXHIBIT 'B'</b></p>
<p>SEPT. 2013</p>	<p>GEORGE.DWG</p>



## **NOTICE OF PUBLIC HEARINGS TO CONSIDER ANNEXATION OF LAND**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lucas, Texas (the "City"), will hold two public hearings regarding the unilateral annexation of the property hereinafter described. The first public hearing will begin at 7:00 PM on November 7, 2013 and a second public hearing will held on November 21, 2013. Both public hearings will be held at the City of Lucas' City Hall located at 665 Country Club Road, Lucas, Texas. The property to be considered for annexation is located in Collin County, Texas, owned by Owen George and located off E. Lucas Road, and described as follows:

A 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT;

THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract;

THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of

Way tract;

THENCE South  $51^{\circ}12'$  West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left;

THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of  $10^{\circ}23'$ , an arc distance of 530.04 feet, and having a chord which bears South  $46^{\circ}00'30''$  West, a distance of 529.32 feet to a stake at the point of tangent;

THENCE South  $40^{\circ}49'$  West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land.

I, Kathy Wingo, City Secretary of the City of Lucas, Texas, do hereby publish this notice in accordance with law and have on file in my office the service plan for such annexation.

Kathy Wingo, TRMC, MMC  
City Secretary





**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: Kathy Wingo

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: October 28, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider approval of the minutes from the October 17, 2013 City Council meeting.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

See attached.

**MOTION:**

I make a Motion to approve minutes from the October 17, 2013 City Council meeting as presented.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City Council Meeting  
October 17, 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/Absent:

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap (absent)	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Philip Lawrence
Councilmember Debbie Fisher	City Secretary Kathy Wingo
Interim City Manager Dan Savage	Fire Chief Jim Kitchens
Development Services Director Joe Hilbourn	

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

**Citizens' Input**

1) Citizens' Input.

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

**Community Interest**

2) Items of Community Interest.

North Texas Municipal Water District to continue Stage 3 Water Restrictions. Beginning November 1<sup>st</sup> – March 31<sup>st</sup> landscape watering will be allowed only once every two weeks.

**Consent Agenda**

The Consent Agenda was presented for consideration and action.

**MOTION:** Councilmember Debbie Fisher made a Motion to approve the Consent Agenda as presented. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

3) Consent and Approve:

- a) The minutes from the October 3, 2013, City Council meeting. **[Wingo]**
- b) An Interlocal Agreement between the City of Lucas and Collin County for the annual fee for Animal Control Services in the amount of \$19,030. **[Savage]**
- c) And Interlocal Agreement between the City of Lucas and Collin County for the annual fee for Animal Sheltering Services in the amount of \$14,970. **[Savage]**

<h2>Regular Agenda</h2>
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- 4) Discuss and Consider a variance request to the tree removal and replacement plan pursuant to Chapter 3, Sec. 3.18.0011 of the City of Lucas' Code of Ordinances. **[Hilbourn]**

Development Services Director Joe Hilbourn came forward to review the request with the City Council.

Mr. Rudy Rivas, on behalf of M. Christopher Homes, has submitted a requite for a permit to remove a number of protected trees at 120 W. Lucas Road, at the intersection of East and West Lucas Road.

City of Lucas Code of Ordinance requirements include:

**Sec. 3.18.011 Granting of variances**

The planning staff shall be allowed to consider variances or exceptions to the tree removal permit and tree replacement plan where literal enforcement would result in creation of an unnecessary hardship or impractical application of the plan considering the physical characteristics of the lot or parcel of land in question, except that any variance request for the removal of three (3) protected trees or more within 90 days shall be deferred directly to the city council.

**Sec. 3.18.012 Denial of permit or variance**

The planning staff or the city council, where applicable, shall deny a tree removal permit or application for variance, if it is determined that:

- 1) Removal of the tree is not necessary in order to conduct anticipated activities on the property;
- 2) A reasonable accommodation can be made to preserve the tree; or

- 3) The purpose and intent of this article is not being met or is being circumvented by the applicant.

Sec. 3.18.015 Tree replacement requirements

(a) Replacement of protected trees required. In the event that it is necessary to remove a protected tree, the applicant shall be required to replace the protected tree being removed with an approved replacement tree, as defined herein.

(d) Alternate location. Should a lot or parcel of land requesting the removal of trees not be large enough to accommodate the replacement of the caliper inches removed, the planning staff may require an alternate location(s) within the city to place the total caliper inches removed.

(e) Number of replacement trees. Trees shall be replaced 1 for 1 in measured DBH of the trees removed.

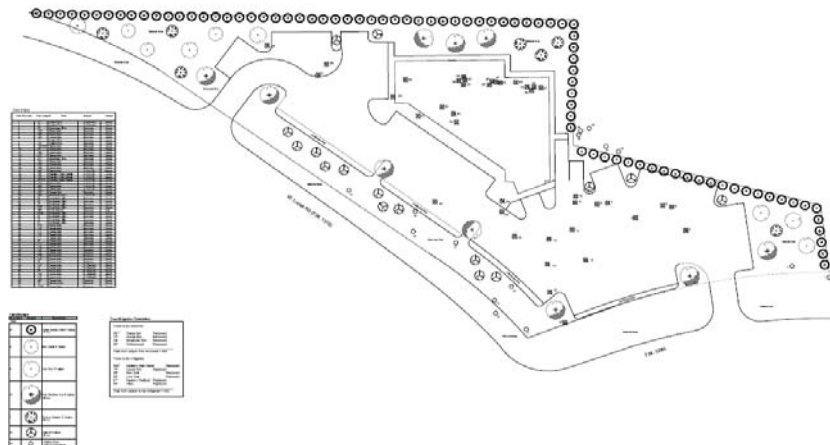
Sec. 3.18.008

Permit required for removal of protected trees Except as provided in section 3.18.005, no person, directly or indirectly, shall cut down, destroy, remove or move, or effectively destroy through damaging any protected tree situated on property regulated by this article without first obtaining a tree removal permit, unless otherwise specified in this article.

Sec. 3.18.009

Review and approval of tree removal permits and tree replacement plans the planning staff shall be responsible for the review and approval of all requests for tree removal permits and tree replacement plans submitted in accordance with the requirements specified herein.

Tree Survey



# Tree Removal

Tree Index

Tree Number	Tree Caliper	Tree	Status	Health
1	7"	Cedar Elm	To Remain	Good
2	9"	Cedar Elm	To Remain	Good
3	6"	American Elm	Remove	Good
4	10"	Texas Ash	Remove	Good
5	14"	Texas Ash	Remove	Good
6	15"	Texas Ash	Remove	Good
7	7"	Cedar Elm	Remove	Good
8	10"	Cedar Elm	Remove	Good
9	16"/18"	Texas Ash	Remove	Good
10	8"	Texas Ash	Remove	Good
11	24"	Texas Ash	Remove	Good
12	27"	Texas Ash	Remove	Good
13	27"	American Elm	Remove	Good
14	14"	Texas Ash	Remove	Good
15	22"	Texas Ash	Remove	Good
16	16"	Texas Ash	Remove	Good
17	24"	Texas Ash	In R.O.W	Good
18	30"	Eastern Red Cedar	In R.O.W	Good
19	12"	Eastern Red Cedar	In R.O.W	Good
20	6"/11"	Eastern Red Cedar	In R.O.W	Good
21	21"	Texas Ash	In R.O.W	Good
22	24"	Texas Ash	In R.O.W	Good
23	18"	Texas Ash	In R.O.W	Good
24	24"	Texas Ash	Remove	Good
25	18"	American Elm	In R.O.W	Good
26	8"	American Elm	Remove	Good
27	8"	American Elm	Remove	Good
28	9"	American Elm	Remove	Good
29	10"	American Elm	Remove	Good
30	25"	Cottonwood	Remove	Fair
31	6"/8"	American Elm	Remove	Good
32	8"	American Elm	Remove	Good
33	6"	American Elm	Remove	Good
34	8"	American Elm	Remove	Good
35	11"	Texas Ash	Remove	Good
36	13"	Texas Ash	Remove	Good
37	11"	Texas Ash	Remove	Good
38	13"	Texas Ash	Remove	Good
39	11"	Texas Ash	Remove	Good
40	8"	Texas Ash	Remove	Good
41	11"	Texas Ash	Remove	Good
42	12"	Texas Ash	Remove	Good
43	12"	Texas Ash	Remove	Good
44	12"	Texas Ash	Remove	Good
45	12"	Texas Ash	Remove	Good
46	12"	Texas Ash	Remove	Good
47	8"	Texas Ash	Remove	Good
48	14"	Texas Ash	To Remain	Good
49	6"	Texas Ash	To Remain	Good
50	7"	Texas Ash	To Remain	Good
51	16"	Texas Ash	To Remain	Good
52	15"	Texas Ash	To Remain	Good
53	20"	Texas Ash	Remove	Good
54	7"	Texas Ash	Remove	Good
55	7"/9"	Texas Ash	Remove	Good

- 40 –protected trees listed to be removed with a caliper total of 526 inches.
- Caliper on a 2" tree 3.14 inches
- Caliper on a 3" diameter tree is 7"
- $526/3.14 = 167.5$ -2" diameter trees
- $526/7" = 75$ -3" diameter trees
- 3 trees not listed on the remove sheet that are protected 86" caliper, 96" caliper, and 86" caliper
- Total not listed equals 268"
- $268/3.14 = 85$ -2" trees
- $268/7" = 38$ -3" trees

(c) Trees required by zoning ordinance or deed restrictions. Trees required to be added per the landscaping requirements in the zoning ordinance or by virtue of deed restrictions shall not be considered as replacement trees.

The location shown for replacement of protected trees will be the same location required for a live screen required by the landscape plan requirements.

#### Sec. 3.18.045 Screening walls

(a) Generally. When a nonresidential zoning district abuts a residential zoning district, a solid masonry screening wall of not less than six (6) nor more than eight (8) feet in height shall be erected along the entire property line separating these districts, except where visibility triangles or easements are required. The screening wall shall be constructed by the owner/developer of the commercial property at such time as the property is developed in proportion to the entire commercial tract. In cases where the planning staff finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall. A wrought iron fence having a minimum height of not less than six (6) feet nor more than eight (8) feet in combination with evergreen plant material (minimum eight (8) feet in height at time of planting) is required if a living screen is proposed. The plant material must be one hundred (100) percent irrigated by an underground automatic irrigation system and provide a solid living screen within one (1) year of planting.

Due to the topography staff will be recommending a live screen in lieu of the masonry screen wall.

Staff is recommending approval of the variance to allow for the trees to be removed provided that Staff and developer can come to a satisfactory location and replacement schedule that is beneficial to the community.

The tree removal variance and permit would be valid for 180 days.

Staff counts three additional trees not accounted for by the developer.

**MOTION:** Councilmember Debbie Fisher made a Motion to approve the allowance for tree removal providing the staff's count of the trees be used and that staff and the developer can come to a satisfactory location and replacement schedule that is beneficial to the community. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

- 5) Discuss and Consider the appointment of four (4) individuals to serve a two (2) year term on the Planning & Zoning Commission. **[Mayor]**

This item was removed from the agenda and will be brought back on the November 7<sup>th</sup> City Council Regular Meeting agenda.

- 6) Discuss and Consider the appointment of three (3) individuals to serve a two (2) year term on the Board of Adjustments. **[Mayor]**

This item was removed from the agenda and will be brought back on the November 7<sup>th</sup> City Council Regular Meeting agenda.

- 7) Discuss and Consider the appointment of three (4) individuals (three (3) full board members and one (1) alternate member) to serve a two (2) year term on the Parks & Open Space Board. **[Mayor]**

This item was removed from the agenda and will be brought back on the November 7<sup>th</sup> City Council Regular Meeting agenda.

- 8) Discuss and Consider the approval of options of lease/purchase for Fire Department equipment. **[Savage]**

Interim City Manager Dan Savage reviewed the previous actions Council had taken on options to lease/purchase of equipment for the Fire Department.

The Fire Department has identified a used ambulance in Florida, previously owned by the St. Petersburg Fire Department, available for sale. On October 22<sup>nd</sup> two members of the Lucas Fire Department will be sent to Florida to inspect the vehicle. There has been a \$500 deposit placed with the dealer which allows the dealer to hold for the city's inspection. Upon inspection, should the ambulance be found to be what is required by the city, the money will be wired for the purchase of the vehicle, and the two members of the Lucas Fire Department will drive the vehicle back to Texas.

It is recommended that Council consider removing the cost of this used ambulance, \$27,000, out of the approved lease/purchase package and pay cash for this vehicle.

This ambulance can be placed in service as a MICU Capable vehicle. It is fully stocked as the main ambulance would be, and staffed with volunteers. Additional funding would be needed to stock the ambulance with necessary supplies and equipment.

The previous lease/purchase option presented to the City Council would be reduced to \$345,000. The purchase of the used ambulance would come from the General Fund Reserve. There was an additional \$28,000 in property taxes collected at the end of last year that would more than cover the cost of the used ambulance.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to purchase the used ambulance for \$27,000 upon inspecting the vehicle after finding it to fit the city's needs and requirements; pay cash out of the General Fund; and authorize the Interim City Manager to negotiate with Government Capital for the lease/purchase option for the new ambulance.

Councilmember Philip Lawrence seconded the Motion. Motion carried.  
Vote: 5-1, Councilmember Jim Olk voting NAY.

9) Adjournment.

**MOTION:** Councilmember Jim Olk made a Motion to adjourn the meeting at 7:38 p.m. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

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

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Rebecca Mark, Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary





<h2 style="text-align: center;">City of Lucas Council Agenda Request</h2>
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Council Meeting: November 7, 2013

Requestor: Dan Savage

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: October 28, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of Amendment One of the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry, P.C. revising the total estimated cost for Basic Services for the Lucas Fire Station Expansion Project in the amount of \$310,000.

**RECOMMENDED ACTION:**

Approve proposed contract amendment establishing the total estimated cost for Basic Services, additional services listed in Section 11.2 and reimbursable expenses listed in Section 11.8 as \$310,000.

**SUMMARY:**

The original contract for the architectural work for the fire station project was based on a much lower construction cost estimate. The amendment reflects the scope of changes included in the schematic design and the revised budget approved by the City Council on October 3, 2013. The revised fee proposal is \$310,000 which is below the fee proposal of \$321,875 included in that briefing.

**MOTION:**

I make a Motion to approve Amendment One of the Owner/Architect Agreement between the City of Lucas and Wiginton Hooker Jeffry, P.C. revising the total estimated cost for Basic Services for the Lucas Fire Station Expansion Project in the amount of \$310,000.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

**AMENDMENT ONE**

November 7, 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 approximately \$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.

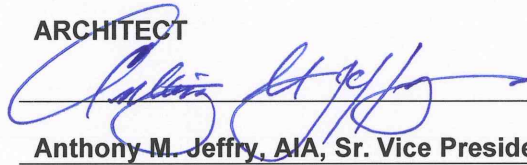
§ 11.8.3 The total estimated cost for Basic Services, Additional Services listed in Section 11.2 and Reimbursable Expenses listed in Section 11.8 shall be three hundred ten thousand one hundred dollars (\$310,100.00).

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

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
**Dan Savage, City Manager**

  
\_\_\_\_\_  
**Anthony M. Jeffry, AIA, Sr. Vice President**



## City of Lucas Council Agenda Request

Council Meeting: November 7, 2013

Requestor: Dan Savage

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: October 28, 2013

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the approval of **Resolution # R-2013-11-00405** of the City Council of the City of Lucas, Texas approving a financing contract with Government Capital Corporation in the amount of \$345,000 for the purchase of a new ambulance; medical equipment for new and used ambulances; and this finance contract as a qualified tax exempt obligation for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

### RECOMMENDED ACTION:

Approve the attached finance contract between Government Capital Corporation for financing the purchase of the new ambulance and the medical equipment for two ambulances in the amount of \$345,000 with an interest rate of 2.88% and payable in six equal installments of \$62,753.31 beginning March 1, 2014.

### SUMMARY:

Attached are the contract documents with Government Capital Corporation for the lease purchase of the new ambulance and medical equipment for two ambulances. The contract is for \$345,000 and it calls for six payments of \$62,753.31 each year beginning March 1, 2014.

### MOTION:

I make a Motion to approve **Resolution # R-2013-11-00405** of the City Council of the City of Lucas, Texas approving a financing contract with Government Capital Corporation in the amount of \$345,000 for the purchase of a new ambulance; medical equipment for new and used ambulances; and this finance contract as a qualified tax exempt obligation for the purpose of Section 265(b)(3) of the Internal Revenue Code of

1986, as amended and authorize the Mayor to execute the contract on behalf of the City of Lucas.

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_  
City Manager: \_\_\_\_\_ / \_\_\_\_\_

# PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract No. «Deal\_Number» (hereafter referred to as the "Finance Contract") is dated as of «AgreementContract\_Date», by and between «Lessor\_Name», a «Lessor\_State» corporation (herein referred to as "GCC"), and the «Lessee», a political sub-division or agency of the State of «Lessee\_State» (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from «vendor» that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

**1. Term and Payments.** The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law.

**2. Security, Levy of Taxes, Budgeting.**

**(a)** During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Maintenance Taxes and other revenues and funds lawfully available therefor an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Maintenance Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

**(b)** The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

**3. Deposit into the Payment Fund.**

**(a)** Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

**(b)** Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's maintenance and operations taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its maintenance and operations tax as security for this obligation.

**(c)** The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

**4. Taxes.** The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

**5. The Issuer's Covenants and Representations.** The Issuer covenants and represents as follows:

**(a)** The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

**(b)** All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

**(c)** There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

**(d)** The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

**(e)** The Issuer has complied with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

**(f)** No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

**6. Use and Licenses.** The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

**7. Maintenance.** The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

**8. Damage to or Destruction of Property.** The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

**9. No Warranty.** EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

**10. Evidence of Indebtedness and Security Agreement.**

**(a)** An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

**(b)** A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

**(c)** If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

**11. Default and Remedies.**

**(a)** Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

**(1)** the failure to make payment of the Payment when the same becomes due and payable; or

**(2)** default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

**(b)** Remedies for Default.

**(1)** Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

**(2)** The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

**(c)** Remedies Not Exclusive.

**(1)** No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

**12. Assignment.** Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's students and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, the and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

**13. Personal Property.** The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

**14. GCC's Right to Perform for The Issuer.** If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

**15. Interest on Default.** If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

**16. Notices.** Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

**17. Prepayment.**

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC 's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

**18. Continuing Disclosure.** Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

**19. Tax Exemption.**

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the «Issue\_Year» calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.



(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

**20. Miscellaneous.**

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the \_\_\_\_day of \_\_\_\_\_ in the year «Present\_Year».

Government Capital Corporation

\_\_\_\_\_  
Authorized Signature  
345 Miron Dr.  
Southlake, TX 76092

Witness Signature\_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

The Issuer: «Lessee»

\_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»  
«Lessee\_Physical\_Address»  
«Lessee\_Physical\_City\_State\_Zip»

Witness Signature\_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

PUBLIC PROPERTY FINANCE ACT CONTRACT NO. «Deal\_Number» (THE "FINANCE CONTRACT")  
BY AND BETWEEN  
Government Capital Corporation *and the Issuer*, «Lessee»  
Dated as of «AgreementContract\_Date»

**QTY**                      **DESCRIPTION**

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Personal Property      Property Cost: \$ «Fund\_to\_Escrow»      Payback Period:  
   «Payment\_Terms\_CAPS\_5\_annual» Payments

«Lessee\_Equipment»

SAMPLE

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PROPERTY LOCATION:

«Equipment\_property\_location»  
«Equipment\_Property\_Location\_address»  
«Equipment\_Property\_Location\_City\_State\_Z»

## EXHIBIT B

>> **SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE** <<  
PUBLIC PROPERTY FINANCE ACT CONTRACT NO. «Deal\_Number» (THE "FINANCE CONTRACT")  
BY AND BETWEEN

«Lessor\_Name» **and the Issuer**, «Lessee»

Dated as of «AgreementContract\_Date»

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
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\*\*\*\*This Schedule is subject to current Market Indexing if Funding occurs 14 days after Proposal Date\*\*\*\*

Accepted by the Issuer: \_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

**INCUMBENCY CERTIFICATE**

PUBLIC PROPERTY FINANCE ACT CONTRACT NO. «Deal\_Number» (THE "FINANCE CONTRACT")  
BY AND BETWEEN

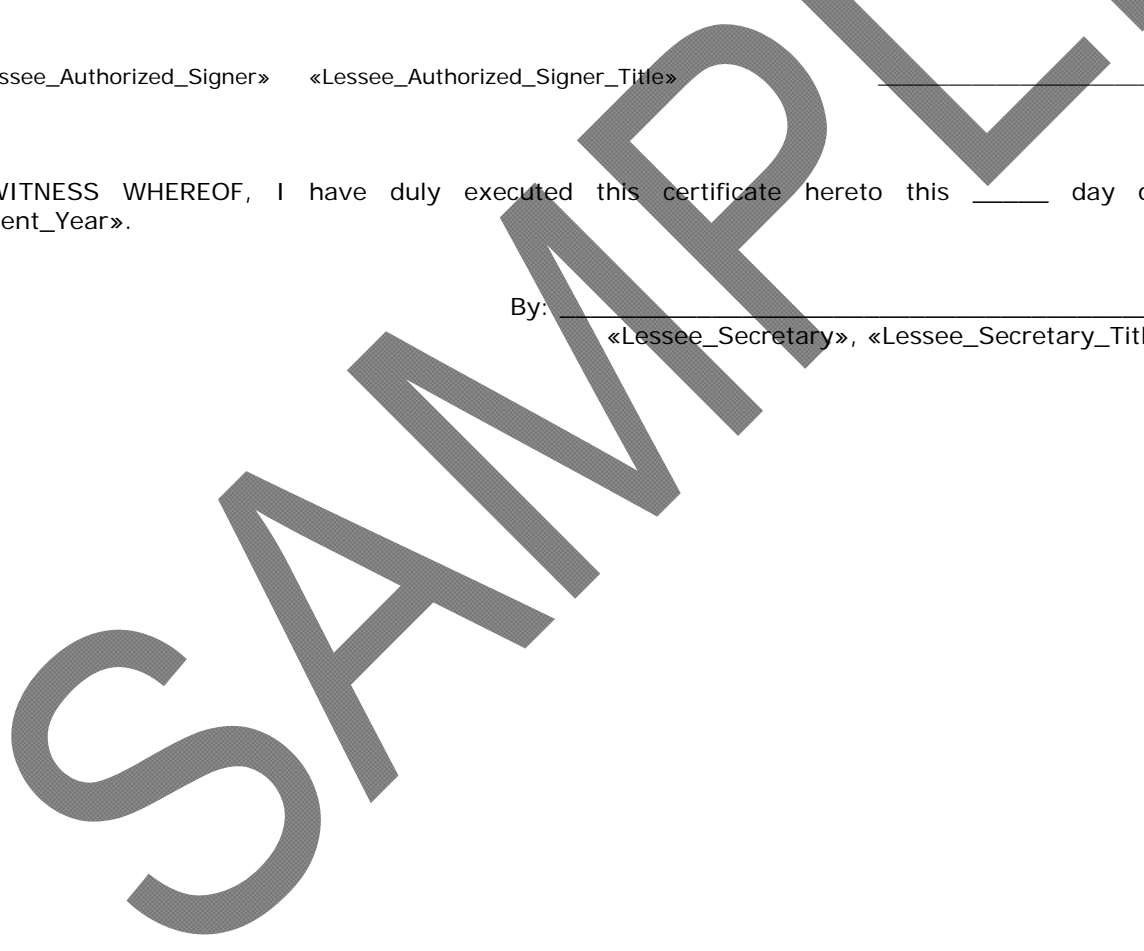
Government Capital Corporation *and the Issuer*, «Lessee»  
Dated as of «AgreementContract\_Date»

I, «Lessee\_Secretary» (NAME), do hereby certify that I am the duly elected or appointed and acting «Lessee\_Secretary\_Title» (TITLE), of «Lessee», Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of «Lessee\_State», that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.«Deal\_Number», between «Lessee» (the "Issuer") and Government Capital Corporation ("GCC").

<u>Name</u>	<u>Title</u>	<u>Signature</u>
«Lessee_Authorized_Signer»	«Lessee_Authorized_Signer_Title»	_____

IN WITNESS WHEREOF, I have duly executed this certificate hereto this \_\_\_\_ day of \_\_\_\_\_  
«Present\_Year».

By: \_\_\_\_\_  
«Lessee\_Secretary», «Lessee\_Secretary\_Title»



***[to be retyped on letterhead of the Issuer counsel]***

Government Capital Corporation  
345 Miron Dr  
Southlake, TX 76092

RE: Public Property Finance Act Contract No. «Deal\_Number»

I have examined the Public Property Finance Act Contract No. «Deal\_Number» (the "Finance Contract") between the «Lessee» (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the «Lessee» of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.«Deal\_Number».

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

# CERTIFICATE OF ACCEPTANCE

PUBLIC PROPERTY FINANCE ACT CONTRACT NO. «Deal\_Number» (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation *and the Issuer*, «Lessee»

Dated as of «AgreementContract\_Date»

1. **ACCEPTANCE:** In accordance with the Finance Contract, the Issuer hereby certifies that all of the Property described herein (i) has been received by the Issuer, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Issuer, (iii) had been found by the Issuer to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by the Issuer, (v) has been found to be and is wholly suitable for the Issuer's purposes, and (vi) is hereby unconditionally accepted by the Issuer, in the condition received, for all purposes of this Finance Contract, (vii) the Issuer hereby authorizes GCC to Pay supplying vendor(s) all available sums due and payable in conjunction with the property described in Exhibit A.

BY THE ISSUER:

\_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

FOR THE ISSUER: «Lessee»

ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, «Present\_Year».

***(\*) SIGNATURE REQUIRED ONLY WHEN AN "ESCROW AGREEMENT" IS NOT USED***

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2. **PROPERTY:**

«Lessee\_Equipment», see Exhibit A herein.

3. **USE:** The primary use of the Property is as follows-- \_\_\_\_\_

4. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed--

«Lessee»  
«Send\_Invoices\_To»  
«Lessee\_Mailing\_Address»  
«Lessee\_Mailing\_City\_State\_Zip»

**RESOLUTION # \_\_\_\_\_**

A RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF PROCURING  
"«EQUIPMENT\_IN\_CAPS»".

WHEREAS, contingent upon the approval of the Attorney of «Lessee» (the "Issuer"), the Issuer desires to enter into that certain Finance Contract No. «Deal\_Number», by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "«Lessee\_Equipment»". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY «LESSEE\_CAPS»:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "«Lessee\_Equipment»".

Section 2. That the Finance Contract dated as of «AgreementContract\_Date», by and between the «Lessee» and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate «Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title», as an authorized signer of the Finance Contract dated as of «AgreementContract\_Date», by and between the «Lessee» and GCC.

PASSED AND APPROVED by the Board of the «Lessee» in a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, «Present\_Year».

ISSUER: «Lessee»

Witness Signature

\_\_\_\_\_  
«Lessee\_Board\_President», «Lessee\_President\_Title»

\_\_\_\_\_  
«Lessee\_Secretary»,  
«Lessee\_Secretary\_Title»

**ESCROW AGREEMENT**

Property Finance Act Contract NO. «Deal\_Number» (THE "FINANCE CONTRACT")

BY AND BETWEEN

**Government Capital Corporation and «Lessee», the Issuer**

Federal Tax ID#«Federal\_TAX\_ID»

Dated as of «AgreementContract\_Date»

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of «AgreementContract\_Date» ("Agreement Date") by and among Government Capital Corporation ("GCC"), «Lessee» (the "Issuer") and \_\_\_\_\_ ("Agent").

W I T N E S S E T H:

WHEREAS, Government Capital Corporation and the Issuer have entered into a certain Property Finance Act Contract dated as of «AgreementContract\_Date», (the "Finance contract") pursuant to which the property more particularly described therein (the "Property") will be purchased by the Issuer under the terms stated in the Finance contract;

WHEREAS, Government Capital Corporation and the Issuer desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Agent shall not be deemed to be a party to the Finance contract.

2. Government Capital Corporation has delivered to Agent the sum of \$«Fund\_to\_Escrow» ("Escrow Amount") for deposit by Agent in the «Lessee» Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Escrow Agreement.

3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Payment Request Form, in the form attached hereto as Exhibit "A", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Payment Request Form in the form attached hereto as Exhibit "A", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Payment Request Form.

4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.

5. Upon execution of one or more Certificates of Acceptance by the Issuer and payment of acquisition costs by Agent for all the Property, this Escrow Agreement and the Funds shall terminate, and Agent shall transfer to Government Capital Corporation all remaining sums in the Fund. If not terminated earlier, this Escrow Agreement and the Fund shall terminate on «Escrow\_Termination\_Date» ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Government Capital Corporation; Exhibit A attached to the Finance contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.

6. Government Capital Corporation and the Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.

7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Government Capital Corporation and the Issuer of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving the Issuer and Government Capital Corporation written notice of intent to resign, nor less than thirty (30) days after being appointed by Government Capital Corporation and the Issuer.

8. Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Government Capital Corporation or the Issuer under this Escrow Agreement.

9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

10. To the limited extent required to perfect the security interest granted by the Issuer to Government Capital Corporation in the cash and negotiable instrument from time to time comprising the Fund, Government Capital Corporation hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Government Capital Corporation.

11. This Escrow Agreement may be amended by written agreement executed by all the parties.

12. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

Government Capital Corporation:

BY: \_\_\_\_\_  
Authorized Signer

The Issuer: «Lessee»

BY: \_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

Agent: \_\_\_\_\_

BY: \_\_\_\_\_  
Agent Rep, Agent Rep Title



**ESCROW AGREEMENT**

Property Finance Act Contract NO. «Deal\_Number» (THE "FINANCE CONTRACT")

BY AND BETWEEN

**Government Capital Corporation and «Lessee», the Issuer**

Federal Tax ID#«Federal\_TAX\_ID»

Dated as of «AgreementContract\_Date»

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of «AgreementContract\_Date» ("Agreement Date") by and among Government Capital Corporation ("GCC"), «Lessee» (the "Issuer") and \_\_\_\_\_ ("Agent").

W I T N E S S E T H:

WHEREAS, Government Capital Corporation and the Issuer have entered into a certain Property Finance Act Contract dated as of «AgreementContract\_Date», (the "Finance contract") pursuant to which the property more particularly described therein (the "Property") will be purchased by the Issuer under the terms stated in the Finance contract;

WHEREAS, Government Capital Corporation and the Issuer desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Agent shall not be deemed to be a party to the Finance contract.
2. Government Capital Corporation has delivered to Agent the sum of \$«Fund\_to\_Escrow» ("Escrow Amount") for deposit by Agent in the «Lessee» Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Escrow Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Payment Request Form, in the form attached hereto as Exhibit "A", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Payment Request Form in the form attached hereto as Exhibit "A", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Payment Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Certificates of Acceptance by the Issuer and payment of acquisition costs by Agent for all the Property, this Escrow Agreement and the Funds shall terminate, and Agent shall transfer to Government Capital Corporation all remaining sums in the Fund. If not terminated earlier, this Escrow Agreement and the Fund shall terminate on «Escrow\_Termination\_Date» ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Government Capital Corporation; Exhibit A attached to the Finance contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Government Capital Corporation and the Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Government Capital Corporation and the Issuer of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving the Issuer and Government Capital Corporation written notice of intent to resign, nor less than thirty (30) days after being appointed by Government Capital Corporation and the Issuer.
8. Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Government Capital Corporation or the Issuer under this Escrow Agreement.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by the Issuer to Government Capital Corporation in the cash and negotiable instrument from time to time comprising the Fund, Government Capital Corporation hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Government Capital Corporation.
11. This Escrow Agreement may be amended by written agreement executed by all the parties.
12. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

Government Capital Corporation:

BY: \_\_\_\_\_  
Authorized Signer

The Issuer: «Lessee»

BY: \_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

Agent: \_\_\_\_\_

BY: \_\_\_\_\_  
Agent Rep, Agent Rep Title

**ESCROW AGREEMENT**

Property Finance Act Contract NO. «Deal\_Number» (THE "FINANCE CONTRACT")

BY AND BETWEEN

**Government Capital Corporation and «Lessee», the Issuer**

Federal Tax ID#«Federal\_TAX\_ID»

Dated as of «AgreementContract\_Date»

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of «AgreementContract\_Date» ("Agreement Date") by and among Government Capital Corporation ("GCC"), «Lessee» (the "Issuer") and \_\_\_\_\_ ("Agent").

W I T N E S S E T H:

WHEREAS, Government Capital Corporation and the Issuer have entered into a certain Property Finance Act Contract dated as of «AgreementContract\_Date», (the "Finance contract") pursuant to which the property more particularly described therein (the "Property") will be purchased by the Issuer under the terms stated in the Finance contract;

WHEREAS, Government Capital Corporation and the Issuer desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Agent shall not be deemed to be a party to the Finance contract.

2. Government Capital Corporation has delivered to Agent the sum of \$«Fund\_to\_Escrow» ("Escrow Amount") for deposit by Agent in the «Lessee» Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Escrow Agreement.

3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Payment Request Form, in the form attached hereto as Exhibit "A", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Payment Request Form in the form attached hereto as Exhibit "A", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Payment Request Form.

4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.

5. Upon execution of one or more Certificates of Acceptance by the Issuer and payment of acquisition costs by Agent for all the Property, this Escrow Agreement and the Funds shall terminate, and Agent shall transfer to Government Capital Corporation all remaining sums in the Fund. If not terminated earlier, this Escrow Agreement and the Fund shall terminate on «Escrow\_Termination\_Date» ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Government Capital Corporation; Exhibit A attached to the Finance contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.

6. Government Capital Corporation and the Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.

7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Government Capital Corporation and the Issuer of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving the Issuer and Government Capital Corporation written notice of intent to resign, nor less than thirty (30) days after being appointed by Government Capital Corporation and the Issuer.

8. Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Government Capital Corporation or the Issuer under this Escrow Agreement.

9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.

10. To the limited extent required to perfect the security interest granted by the Issuer to Government Capital Corporation in the cash and negotiable instrument from time to time comprising the Fund, Government Capital Corporation hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Government Capital Corporation.

11. This Escrow Agreement may be amended by written agreement executed by all the parties.

12. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

Government Capital Corporation:

BY: \_\_\_\_\_  
Authorized Signer

The Issuer: «Lessee»

BY: \_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

Agent: \_\_\_\_\_

BY: \_\_\_\_\_  
Agent Rep, Agent Rep Title

# EXHIBIT A AND ATTACHMENT 1

Property Finance Act Contract NO. «Deal\_Number» (THE "FINANCE CONTRACT")  
BY AND BETWEEN  
**Government Capital Corporation** and «Lessee», the Issuer  
Dated as of «AgreementContract\_Date»

## PAYMENT REQUEST FORM

\_\_\_\_\_, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of «AgreementContract\_Date» (Escrow Date), by and among the Agent, «Lessor\_Name» and «Lessee», is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described property and has not formed the basis for any prior request for payment.

PAYEE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

DESCRIPTION OF PROPERTY: \_\_\_\_\_

DATED: \_\_\_\_\_

Indicate Method for Payment Disbursement:

\_\_\_\_\_ Overnight Check

\_\_\_\_\_ Regular Mail Check

\_\_\_\_\_ Wire Funds

Mailing Address: \_\_\_\_\_

Wire Instructions: \_\_\_\_\_

By Issuer: «Lessee»

\_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

By: «Lessor\_Name» or its Assigns

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

## ACCEPTANCE CERTIFICATE

«Lessee» as purchaser under that certain Finance Contract dated as of «AgreementContract\_Date» ("Agreement Date") (the "Finance contract"), hereby acknowledges receipt in good condition of all the property described on the attached Exhibit "A" hereby accepts such property and hereby certifies that Government Capital Corporation has fully and satisfactorily performed all covenants and conditions to be performed by it under the Finance contract with regard to such property, and that such property constitutes all or a portion of the Property as that term as defined in the Finance contract.

Date: \_\_\_\_\_, «Present\_Year».

By Issuer: «Lessee»

\_\_\_\_\_  
«Lessee\_Authorized\_Signer», «Lessee\_Authorized\_Signer\_Title»

For Issuer: «Lessee»



October 24, 2013  
\*Revised

Chief Jim Kitchens  
Lucas City Hall  
(972) 727-1242  
[jkitchens@lucastexas.us](mailto:jkitchens@lucastexas.us)

Dear Chief,

Thank you for the opportunity to present proposed financing for the City of Lucas. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation
ISSUER:	City of Lucas, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 345,000.00
TERM:	6 Annual Payments
TRUE INTEREST COST:	2.88%
PAYMENT AMOUNT:	\$ 62,753.31
PAYMENTS BEGINNING:	March 1, 2014, and annually thereafter

The above proposal is subject to audit analysis and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount includes all applicable fees expressed as .00786. These costs can include underwriting fees, documentation fees, legal fees, issuance expenses, etc.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

The logo for Drew Whittington, featuring the name "Drew" in a stylized, bold, sans-serif font with a decorative flourish on the letter 'D'.

Drew Whittington  
Client Services

"YOUR PUBLIC FINANCE PARTNER"

# **RESOLUTION NO. # R-2013-11-00405**

**[Approving Finance Agreement between City and Government Capital Corporation]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, APPROVING THE FINANCE AGREEMENT BETWEEN THE CITY AND GOVERNMENT CAPITAL CORPORATION (“GCC”) FOR THE PURPOSE OF FINANCING THE LEASE PURCHASE OF AMBULANCE AND MEDICAL EQUIPMENT BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lucas desires to obtain financing for the lease purchase of ambulance and medical equipment; and

**WHEREAS**, the City Council of the City of Lucas, Texas, has been presented a proposed Finance Agreement between the City and GCC for the purpose of financing the lease purchase of ambulance and medical equipment (the “Finance Agreement”) by the City; and

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

**SECTION 1.** The City desires to designate the Finance Agreement as a “qualified tax exempt obligation” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended;

**SECTION 2.** The City Manager is hereby authorized to execute the Finance Agreement, attached hereto as Exhibit “A,” with GCC for the lease purchase of ambulance and medical equipment by the City.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on the 7<sup>th</sup> day of November, 2013.

**APPROVED:**

\_\_\_\_\_  
Rebecca Mark, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Wingo, TRMC, MMC, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Joe Gorfida, City Attorney

**EXHIBIT "A"**  
**Finance Agreement between the City of Lucas and Government Capital Corporation**



**City of Lucas  
Council Agenda Request**

Council Meeting: 11/07/2013

Requestor: Jim Kitchens

Prepared by: Jim Kitchens

Account Code #: \_\_\_\_\_

Date Prepared: 10/29/2013

Budgeted Amount: \$ 0.00

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Discuss and Consider the ratification of a State Homeland Security Program (SHSP) grant awarded to the City of Lucas' Fire Department from the Department of Homeland Security FEMA Grants Program Directorate in the amount of \$3,498.57 to be used for training and the method of payment is primarily reimbursement.

**RECOMMENDED ACTION:**

Ratify the State Homeland Security Program Grant for \$3,498.57 for Training for the Fire Department.

**SUMMARY:**

Training Grant from the State Homeland Security Program (SHSP) awarded to the Lucas Fire Department. This grant will allow the Lucas Fire Department to hold it second regional Firefighter Rehabilitation (RE-Hab) class. This class teaches the NFPA 1584 standards on fireground rehab.

The Grant will also fund a statewide Firewise Summit hosted by the Lucas Fire Department.

This grant will also provide funds for our CERT Coordinator to Attend the National CERT Coordinator Convention in 2014.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: JRK / 10/29/2013

City Manager: /



Texas Department of Public Safety

2013 Sub-Recipient Award for City of Lucas

<b>1. General Award Information</b>		<b>Reference/Encumbrance No:</b>	
<b>Date of Award: September 20, 2013</b>		<b>Prepared By: Hatfield, Bryan</b>	<b>3. SAA Award Number: 13-SR 45012-01</b>

<b>4. Sub-Recipient Name and Address</b>  Mayor Rebecca Mark City of Lucas 665 Country Club Rd. Lucas, TX 75002	<b>5. Federal Grant Information</b>	
	<b>Federal Grant Title:</b> Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)	
	<b>Federal Grant Award Number:</b> EMW-2013-SS-00045	
	<b>Federal Granting Agency:</b> Department of Homeland Security FEMA Grant Programs Directorate	
<b>Date Federal Grant Awarded to TxDPS:</b> September 1, 2013		
<b>CFDA:</b> 97.067		

<b>6. Award Amount and Grant Breakdowns</b>							
<b>SHSP</b>  <b>\$3,498.57</b>	<table border="1"> <tr> <th colspan="2">Grant Period:</th> </tr> <tr> <td><b>From:</b> Sep 1, 2013</td> <td><b>To:</b> Jan 31, 2015</td> </tr> <tr> <td colspan="2" style="text-align: center; color: red;">(The SAA must receive all invoices by the end of grant period)</td> </tr> </table>	Grant Period:		<b>From:</b> Sep 1, 2013	<b>To:</b> Jan 31, 2015	(The SAA must receive all invoices by the end of grant period)	
Grant Period:							
<b>From:</b> Sep 1, 2013	<b>To:</b> Jan 31, 2015						
(The SAA must receive all invoices by the end of grant period)							

**7. Statutory Authority for Grant:** The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

**8. Method of Payment:** Primary method is reimbursement.

**9. Debarment/Suspension Certification:** The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

<b>10. Agency Approvals</b>	
<b>Approving TxDPS Official:</b> Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	<b>Signature of TxDPS Official:</b> 

**11. Sub-Recipient Acceptance**

**I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.**

<b>Print name and title of Authorized Sub-Recipient Official:</b> Rebecca Mark Mayor	<b>Signature of Sub-Recipient Official:</b> 
--	---

<b>Enter Employer Identification Number (EIN) or Federal Tax Identification Number:</b> 75-1707179	<b>DUNS Number:</b> 181860768	<b>Date Signed:</b> 10/17/13
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**DUE DATE: November 4, 2013** Signed Award with Terms and Conditions must be returned to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov) on or before the due date.



## 2013 TERMS AND CONDITIONS

### **Instructions:**

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov) on or before the date provided in the transmittal letter and/or in this grant.

### **Grant Sub-recipient Agreement**

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

### **Overview and Performance Standards**

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

**Standard of Performance.** Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

**Failure to Perform.** In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

### **Environmental Review**

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

**EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.**

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

### **Funding Obligations**

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

### **Performance Period**

**The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.**

### **Uniform Administrative Requirements, Cost Principles and Audit Requirements**

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

#### **A. Administrative Requirements**

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

#### **B. Cost Principles**

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

#### **C. Audit Requirements**

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

#### **D. Grant Guidance (Funding Opportunity Announcement)**

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at [https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy\\_2013\\_hsgp\\_foa.pdf](https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf) and the Nonprofit Security Grant Program (NSGP),

## **DHS Specific Acknowledgements and Assurances**

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

## **Operation Stonegarden (OPSG) Specific Conditions**

**If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP).** Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

## **State Requirements for Grants**

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at [http://www.txdps.state.tx.us/director\\_staff/saa/information\\_bulletins.htm](http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm), Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc> and the State Administrative Agency Sub-recipient Manual, available at [http://www.txdps.state.tx.us/director\\_staff/saa/documents/subrecipientManual.pdf](http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf). Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
- b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
- d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

### **Restrictions and General Conditions**

- A. **Use of Funds.** DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. **Lobbying Prohibited.** No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. **Transferring Funds.** Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. **Federal Employee Prohibition.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. **Cost Categories.** There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.
  - 1. Management and Administration
  - 2. Planning
  - 3. Organization
  - 4. Equipment
  - 5. Training
  - 6. Exercises
  - 7. Maintenance and Sustainment
  - 8. Critical Emergency Supplies
  - 9. Construction and Renovation
- F. **Governing Board Approval.** In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.
- G. **Notices.** All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

<b>DPS/THSSAA Contact Information</b>
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. **Points of Contacts.** Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system

I. **DUNS Number.** Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

J. **Central Contractor Registration and Universal Identifier Requirements.** Sub-recipient maintains that it has registered on [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. **Indirect Cost Allocation Plan.** Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissem/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to [SAA\\_SRA@dps.texas.gov](mailto:SAA_SRA@dps.texas.gov). The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. **Reporting Total Compensation of Sub-recipient Executives.** 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. **Applicability and what to report:** Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. **Where and when to report:** Sub-recipient shall report executive total compensation at [www.ccr.gov](http://www.ccr.gov), [www.sam.gov](http://www.sam.gov), or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. **Direct Deposit.** If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to [SAA\\_RR@dps.texas.gov](mailto:SAA_RR@dps.texas.gov). The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/texinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. **Procurements.** Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. **Contract Provisions.** All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. **No Contracts with Debarred or Suspended Parties.** Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.

Q. **Management and Administration.** If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

R. **Personnel Cap.** Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at [SAA@dps.texas.gov](mailto:SAA@dps.texas.gov). Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. **Property Management and Inventory.** At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at [http://www.txdps.state.tx.us/director\\_staff/saa/audit\\_and\\_compliance.htm](http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm)) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. **Publications.** All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. **Acknowledgement of Federal Funding from DHS.** Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

VI. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect, or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

**GG. Americans with Disabilities Act of 1990.** Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

**HH. Public Dissemination of Sensitive Information.** Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

**II. Security Concerns/Violations.** Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

#### **JJ. Classified Security Condition**

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:  
<http://www.dhs.gov/xoanbiz/grants/index.shtml>.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISBP, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISBP contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

**KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf).

**LL. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**MM. False Claims Act and Program Fraud Civil Remedies.** Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

**NN. Duplication of Benefits.** State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Other Requirements**

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.) This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid <http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

## **Monitoring**

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

## **Audit**

**Audit of Federal and State Funds.** Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

**Right to Audit.** Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

**Sub-recipient's Liability for Disallowed Costs.** Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

**Sub-recipient's Facilitation of Audit.** Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

**State Auditor's Clause.** Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

## **Retention and Accessibility of Records**

**Retention of Records.** Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

**Access to Records.** Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

**Inclusion in Subcontracts.** Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

**After Action Reporting.** Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

## **Legal Authority**

**Signatory Authority.** Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

**Authorized Representative.** The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee



that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

**Conflicts in Requirements.** If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

### **Notice of Litigation and Claims**

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

### **No Liability for Employees and Officers**

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

### **Non-Waiver of Defaults**

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

### **Changes and Amendments**

**Modification.** FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

**Written Amendment.** Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

**Authority to Amend.** During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

**Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

### **Headings**

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

### **Venue**

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

### **Suspension**

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

### **Termination**

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

## **Enforcement**

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549, 44 C.F.R. §13.35.

## **Conflict of Interest**

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

## **Closing of the Grant**

- A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.
- B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.
- C. The closeout of this Grant does not affect:
  1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

**Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.**

Print Name of Authorized Official Rebecca Mark  
Title Mayor  
Sub-recipient Organization City of Lucas  
Signature of Authorized Official Rebecca Mark Date 10/17/13

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205)
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B), prisoners (Subpart C), and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

**Please fill in the appropriate information and sign to certify this Exhibit A.**

Print Name of Authorized Official Rebecca Mark  
Title Mayor  
Sub-recipient Organization City of Lucas  
Rebecca Mark 10/17/13  
Signature of Authorized Official Date

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of

1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

**Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.**

Print Name of Authorized Official Rebecca Mark

Title Mayor

Sub-Recipient Organization City of Lucas

Signature of Authorized Official Rebecca Mark Date 10/17/13

**Exhibit C**

**Certifications**

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:
  - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to [www.epis.gov](http://www.epis.gov) or [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  - 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification, and
  - 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  - 5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)
- E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.
- G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

**Please fill in the appropriate information and sign to certify this Exhibit C.**

Print Name of Authorized Official Rebecca Mark  
 Title Mayor  
 Sub-recipient Organization City of Lucas  
 Signature of Authorized Official [Signature] Date 10/17/13

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality



control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

**Please fill in the appropriate information and sign to certify this Exhibit D.**

Print Name of Authorized Official Rebecca Mark  
Title Mayor  
Sub-recipient Organization City of Lucas  
Rebecca Mark 10/17/13  
Signature of Authorized Official Date



**City of Lucas  
Council Agenda Request**

Council Meeting: 11/07/2013

Requestor: Jim Kitchens

Prepared by: Jim Kitchens

Account Code #: \_\_\_\_\_

Date Prepared: 10/29/2013

Budgeted Amount: \$ 0.00

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Discuss and Consider the approval of an Interlocal Cooperation Agreement between the City of Lucas and the City of Cedar Hill authorizing the participation in a Cooperative Purchasing Program for the purchase of goods and services.

**RECOMMENDED ACTION:**

Approve the Interlocal Agreement between the City of Lucas and the City of Cedar Hill for the cooperative purchasing of goods and services.

**SUMMARY:**

This agreement will allow us to join in with several other cities, increasing our purchasing power and saving monies on most EMS supplies.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: JRK / 10/29/2013

City Manager: \_\_\_\_\_



# Quotation

5000 Tuttle Crossing Blvd  
 Dublin, OH 43016  
 Phone: 800-533-0523 Fax: 800-257-5713

Date: 10/26/2013  
 Valid Until: 12/25/2013  
 Quotation #:

**Account Name:** Lucas Fire Dept  
**BILL TO:**

**Account Number:** 105703  
**SHIP TO:**

**Contact Name:** Ted Stephens

**Phone No:** 972-977-0295

**Account Manager:**  
 Gerald Ramirez 817-658-4168 fax 817-887-4008

**Ship Method**      **Payment Terms**

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
177268	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	EA	\$ 11.31	1	\$ 11.31	12.78
410340	HUMIDIFIER WITH ADAPTER 340ML AQUAPAK (20/CS) CATHETER, DECOMPRESSION NEEDLE, 14 GA X 3.25 IN, BD ANGIOCATH 10EA/BX, 5BX/CS	EA	\$ 2.58	1	\$ 2.58	3.07
352832	UNIFUSOR PRESSURE INFUSOR, 1000 CC INFUSION CUFF W/THUMBWHEEL VALVE AND ANEROID GAUGE 24EA/CS	EA	\$ 12.55	1	\$ 12.55	16.08
1850-80424	Digital thermometer, Adtemp V, rectal reading 8 seconds, oral reading 10 seconds, auto off	EA	\$ 8.94	1	\$ 8.94	10.99
2722-47624	MICROSTREAM EtCO2 NASAL CANNULA FILTERLINE, INFANT/NEONATAL, LESS THAN 22 LBS, DISPOSABLE 25EA/BX	EA	\$ 14.56	1	\$ 14.56	16.46
174620	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC 100EA/BX	EA	\$ 9.16	1	\$ 9.16	9.93
533-MS-SPLINT	Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled	EA	\$ 5.28	1	\$ 5.28	9.27
2142-82000	EQUIPLITE LARYNGOSCOPE BLADE, MILLER 0, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-82101	EQUIPLITE LARYNGOSCOPE BLADE, MILLER 1, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-82202	EQUIPLITE LARYNGOSCOPE BLADE, MILLER 2, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-82303	EQUIPLITE LARYNGOSCOPE BLADE, MILLER 3, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-82404	EQUIPLITE LARYNGOSCOPE BLADE, MILLER 4, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
1900-454	CPAP MASK UNIVERSAL HEAD HARNESS 10/CS	EA	\$ 4.26		\$ -	
J3047	GAUZE BANDAGE 4.5 IN X 3.1 YD STERILE 1RL/PK 100PK/CS KERLIX	RL	\$ 1.86	1	\$ 1.86	2.51
47-6725EA	Kerlix roll, 3.4 in. x 3.6 yards, 6 ply, sterile in soft pouch, prewashed, 96ea/cs	EA	\$ 1.19	1	\$ 1.19	1.48



# Quotation

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**Phone No:** 972-977-0295

**Account Manager:**  
 Gerald Ramirez 817-658-4168 fax 817-887-4008

**Ship Method**      **Payment Terms**

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
150030	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	EA	\$ 0.95	1	\$ 0.95	1.22
477-KLTD212EA	Supraglottic airway kit, LT-D, size 2, pediatric, 35-45 in., tube, 35 cc syringe, lube jelly 5ea/cs	EA	\$ 35.57	1	\$ 35.57	41.40
477-KLTD2125EA	Supraglottic airway kit, LT-D, size 2.5, pediatric 41-51 in., tube, 35 cc syringe, lube jelly 5ea/cs	EA	\$ 29.40	1	\$ 29.40	41.40
477-KLTD214EA	Supraglottic airway kit, LT-D, red, size 4, adult 5-6 ft, tube, 60 cc syringe, lube jelly 5ea/bx	EA	\$ 29.20	1	\$ 29.20	38.47
477-KLTD213EA	Supraglottic airway kit, LT-D, yellow, size 3, adult 4-5 ft, tube, 60 cc syringe, lube jelly 5ea/bx	EA	\$ 29.20	1	\$ 29.20	38.47
2144-KV311	King Vision Kit incl 1 Reusable Digital Display, 3 Channeled Disp Blades, 1 Standard Disp Blade, CD	BX	\$ 1,125.20	1	\$ 1,125.20	1100.00
F03520	COLD PACK INSTANT 24/CS KOOL-PRESS 6 IN X 8 1/4 IN	CS	\$ 6.48	1	\$ 6.48	20.25
76-145100	Laryngoscope handle, Dolphin, small/penlight, water resistant, uses 2 AA batteries	EA	\$ 43.98	1	\$ 43.98	59.93
A216313	HANDLE, LARYNGOSCOPE, DOLPHIN, MEDIUM WATER RESISTANT	EA	\$ 43.98	1	\$ 43.98	59.93
2114-71114	NG Tube, Levin, 14 Fr, Clear, 48 inch, Markings 20, 24, 28 and 32 in, Open Distal End, 50ea/cs	EA	\$ 1.49	1	\$ 1.49	1.92
400300G	SCISSORS LISTER BANDAGE GOLD 4.5 IN	EA	\$ 4.73	1	\$ 4.73	5.89
260485	IMMOBILIZATION BOARD WITH CARRY CASE AND CLIPS PEDIATRIC	EA	\$ 389.09	1	\$ 389.09	431.02
2142-84000	EQUIPLITE LARYNGOSCOPE BLADE, MAC 0, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-84101	EQUIPLITE LARYNGOSCOPE BLADE, MAC 1, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-84202	EQUIPLITE LARYNGOSCOPE BLADE, MAC 2, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-84303	EQUIPLITE LARYNGOSCOPE BLADE, MAC 3, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
2142-84404	EQUIPLITE LARYNGOSCOPE BLADE, MAC 4, DISPOSABLE, LED, STAINLESS STEEL, FITS STANDARD HANDLES	EA	\$ 6.47	1	\$ 6.47	7.58
958-MAD800EA	Mucosal atomization device, Maddy the Blowfish, pediatric, with 3 ml syringe 25ea/cs	EA	\$ 6.06	1	\$ 6.06	6.86
2170-60013	MADgic LARYNGO-TRACHEAL ATOMIZER W/ 3 ML SYRINGE 25EA/BX	EA	\$ 7.27	1	\$ 7.27	8.35
400008	FORCEPS MAGILL INTUBATING ADULT 9.75 IN 12/BX	EA	\$ 5.90	1	\$ 5.90	7.38
400007	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	EA	\$ 5.90	1	\$ 5.90	7.38



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**Ship Method**      **Payment Terms**

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
1072-23519	URINAL MALE WITH COVER, DISPOSABLE, THICKER WALLS (NEWER DESIGN) 48EA/CS	EA	\$ 0.70	1	\$ 0.70	0.92
533-MS-001PMP	Manual suction pump, portable, includes reusable pump, label and instructions	EA	\$ 50.24	1	\$ 50.24	60.47
1900-444	CPAP LARGE ADULT MASK 50/CS	EA	\$ 9.89	0	\$ -	
1900-222	CPAP S3 SMALL ADULT MASK 50/CS	EA	\$ 7.66	0	\$ -	
590101	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	EA	\$ 4.33	1	\$ 4.33	6.62
1340-67440	Medichochoice Lubricating Jelly, Sterile, 4 oz Tube, 12ea/bx	EA	\$ 2.11	1	\$ 2.11	2.38
47-8881570121BX	IV Flush Syringe, Normal Saline, 10 ml Fill in a 12 ml Syringe, Sterile, 30/bx 6bx/cs	BX	\$ 21.91	1	\$ 21.91	26.31
58676038	SHARPS CONTAINER RED SMALL 4 QUART 11.5 IN X 7.75 IN X 7 IN 40/CS	EA	\$ 3.75	1	\$ 3.75	4.51
261234	HEAD IMMOBILIZER ADJUSTABLE ADULT 50/CS MULTIGRIP	EA	\$ 5.66	1	\$ 5.66	6.39
444003	OB KIT POLY BAGGED WITH UMBILICAL SCISSORS, LF CYLINDER WITH STANDARD POST VALVE ALUMINUM D	EA	\$ 13.76	1	\$ 13.76	22.76
020116	SIZE	EA	\$ 68.56	1	\$ 68.56	90.56
531799	PEEP VALVE DISPOSABLE ADJUSTABLE 0-22CM H2O 12/CS	EA	\$ 4.66	1	\$ 4.66	5.35
236086	DEFIB/PACING/ ECG PADS ADULT W/QUIK-COMBO CONNECTOR 2FT LEAD, LP12, LP15	PR	\$ 47.77	1	\$ 47.77	55.68
230107	DEFIB/PACING/ECG PADS PEDI W/ QUIK-COMBO CONNECTOR FOR LP12 & LP10 & LP5	PR	\$ 57.59	1	\$ 57.59	62.07
353068	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	EA	\$ 1.69	1	\$ 1.69	3.79
353062	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	EA	\$ 1.69	1	\$ 1.69	3.79
353065	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	EA	\$ 1.69	1	\$ 1.69	3.79
353066	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	EA	\$ 1.69	1	\$ 1.69	3.79
353060	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	EA	\$ 1.69	1	\$ 1.69	3.79
353063	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX 4BX/CS PROTECTIV PLUS	EA	\$ 1.69	1	\$ 1.69	3.79
020040	TRACHEOTOMY DEVICE ADULT 4.0MM QUICKTRACH restraint, Posey 2520, thick foam, dbl strap limb holders	EA	\$ 128.57	1	\$ 128.57	186.23
4200	1/pr 48pr/cs	PR	\$ 6.09	1	\$ 6.09	6.72



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**Ship Method**      **Payment Terms**

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
537400	BAG VALVE MASK (BVM) LATEX FREE DISPOSABLE WITH MASK AND OXYGEN RESERVOIR AND POPOFF INFANT 6/BX RUS	EA	\$ 16.34	1	\$ 16.34	18.49
537300	BAG VALVE MASK (BVM) LATEX FREE DISPOSABLE WITH MASK, OXYGEN RESERVOIR BAG AND POPOFF PEDIATRIC 6/BX	EA	\$ 16.34	1	\$ 16.34	18.49
020041	TRACHEOTOMY DEVICE CHILD 2.0MM QUICKTRACH	EA	\$ 128.57	1	\$ 128.57	186.23
320010	SUCTION CATHETER WITH CONTROL 10 FRENCH 50/CS	EA	\$ 0.35	1	\$ 0.35	0.88
320014	SUCTION CATHETER WITH CONTROL 14 FRENCH 50/CS	EA	\$ 0.68	1	\$ 0.68	0.88
320018	SUCTION CATHETER WITH CONTROL 18 FRENCH 50/CS 31820	EA	\$ 0.68	1	\$ 0.68	0.88
2113-31040	ET Tube and Stylette, 40 Fr, 10.0 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
792-1-7343-50EA	ET Tube and Stylette, 20 Fr, 5.0 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
792-1-7343-55EA	ET Tube and Stylette, 22 Fr, 5.5 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
2113-36024	ET Tube and Stylette, 24 Fr, 6.0 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
792-1-7343-65EA	ET Tube and Stylette, 26 Fr, 6.5 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
2113-37028	ET Tube and Stylette, 28 Fr, 7.0 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
2113-37530	ET Tube and Stylette, 30 Fr, 7.5 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
2113-38032	ET Tube and Stylette, 32 Fr, 8.0 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
2113-38534	ET Tube and Stylette, 34 Fr, 8.5 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
792-1-7343-90EA	ET Tube and Stylette, 36 Fr, 9.0 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
2113-39538	ET Tube and Stylette, 38 Fr, 9.5 mm, Radiopaque Strip, Cuffed, Murphy 10ea/bx	EA	\$ 2.49	1	\$ 2.49	3.23
297272	GERMICIDAL WIPES LARGE 6 IN X 6.75 IN 160/TUB 12TUBS/CS SANI-CLOTH PLUS	TB	\$ 7.83	1	\$ 7.83	9.42
3245-12419	SCOOP STRETCHER, PLASTIC, W/3 PATIENT RESTRAINT STRAPS	EA	\$ 612.30	1	\$ 612.30	737.09
473030	STRETCHER SOFT JUMBO 60 IN X 80 IN	EA	\$ 262.72	1	\$ 262.72	327.11
726-LP12BX	EKG paper, for LP11, LP12 and LP15, 108 mm x 75 ft, 1 roll/box 18 boxes/case, LifePak	BX	\$ 7.04	1	\$ 7.04	9.57



# Quotation

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Phone No: 972-977-0295

Account Manager  
 Gerald Ramirez 817-658-4168 fax 817-887-4008

Ship Method Payment Terms

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
560000	SPLINT PADDED BOARD SET WITH CARRYING CASE, INCL 2EA OF 15 IN, 36 IN AND 54 IN	ST	\$ 48.79	1	\$ 48.79	44.29
520614000	BVM, AMBU SPUR II ADULT W/MED & LG ADULT FACEMASK & MEDICATION PORT 6/CS	EA	\$ 20.99	1	\$ 20.99	26.99
AB6139-02	Sterile Water Irrig 250ml Bottle 24ea/cs	EA	\$ 2.81	1	\$ 2.81	4.70
355001	STERILE WATER FOR IRRIGATION 500ML 16/CS BBRAUN	EA	\$ 2.24	1	\$ 2.24	2.85
L980010	EXTRICATION COLLAR ADJUSTABLE, NASAL CANNULA HOOK 50/CS STIFNECK SELECT	EA	\$ 7.18	1	\$ 7.18	8.90
L980021	EXTRICATION COLLAR ADJUSTABLE PEDIATRIC 20/CS STIFNECK PEDI-SELECT	EA	\$ 7.18	1	\$ 7.18	8.90
1811-03456	Stopcock, 3-way, w/2 Female Luer Lock Syringe Attachment, 1 Male Spin-Lock Connector 100ea/cs	EA	\$ 1.08	1	\$ 1.08	1.26
D4808	SUCTION TUBING ONLY 1/4 IN X 6 FT 50/CS	EA	\$ 1.09	1	\$ 1.09	1.40
0220555	SURGICAL LUBRICANT 5 GM 48/BX SURGILUBE (** ORDER MULT OF 12 )	EA	\$ 2.13	1	\$ 2.13	2.34
1633-26510	Syringe, Luer Lock, 10-12 cc, 100ea/bx 8bx/cs	EA	\$ 0.17	1	\$ 0.17	0.21
1633-10010	Syringe Only, 10 cc, Luer Lock, 100ea/bx 12bx/cs	EA	\$ 0.15	1	\$ 0.15	0.16
1633-30303	Syringe Only, 3 cc, Luer Lock, 100ea/bx 24bx/cs	EA	\$ 0.05	1	\$ 0.05	0.11
1631-42225	Syringe w/Needle, 1 cc, 25 ga x 5/8 inch, Detachable Needle, Luer Tip 100ea/bx 16bx/cs	EA	\$ 0.09	1	\$ 0.09	0.18
1631-30821	Syringe w/Needle, 3 cc, 21 ga x 1 inch, 100ea/bx 16bx/cs	EA	\$ 0.13	1	\$ 0.13	0.14
622025	SYRINGE 5CC WITH NEEDLE 20 GAUGE X 1 IN 100/BX 6bx/cs	EA	\$ 0.29	1	\$ 0.29	0.40
620003	SYRINGE ONLY LUER LOCK 3CC 100EA/BX 10BX/CS	EA	\$ 0.12	1	\$ 0.12	0.17
14350	thermometer, ADC, Temple Touch	EA	\$ 9.56	1	\$ 9.56	10.18
020500	ENDOTRACHEAL TUBE HOLDER ADULT 100/CS THOMAS	EA	\$ 2.53	1	\$ 2.53	3.95
020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD 100/CS THOMAS	EA	\$ 2.53	1	\$ 2.53	3.95
621-T58005B	Safety glasses, Tornado, clear lens, black/red frame, straight temple, anti fog 12ea/bx	EA	\$ 5.79	1	\$ 5.79	7.07
1072-80342	Wash Basin, Plastic, 8 Quart, Graphite, 50ea/cs	EA	\$ 0.87	1	\$ 0.87	
595721	BULB TIP YANKAUR W/CONTROL VENT AND 6 FT SUCTION TUBING 20/CS	EA	\$ 4.12	1	\$ 4.12	
9211	3M N95 PARTICULATE RESPIRATOR W/EXHALATION VALVE 10/BX, 12BX/CS	EA	\$ 3.39	1	\$ 3.39	
2114-31412	NG Tube, Levin, 12 Fr, Clear, 48 inch, Markings 18, 22, 26 and 30 in, Open Distal End, 50ea/cs	EA	\$ 1.49	1	\$ 1.49	1.92
2114-32216	NG Tube, Levin, 16 Fr, Clear, 48 inch, Markings 18, 22, 26 and 30 in, Open Distal End, 50ea/cs	EA	\$ 1.49	1	\$ 1.49	1.92



# Quotation

**Account Name:** Lucas Fire Dept  
**BILL TO:**

**Account Number:** 105703  
**SHIP TO:**

**Contact Name:** Ted Stephens

**Phone No:** 972-977-0295

**Account Manager:**  
 Gerald Ramirez 817-658-4168 fax 817-887-4008

**Ship Method**      **Payment Terms**

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
2114-33018	NG Tube, Levin, 18 Fr, Clear, 48 inch, Markings 18, 22, 26 and 30 in, Open Distal End, 50ea/cs	EA	\$ 1.49	1	\$ 1.49	1.92
322611	SCALPEL NUMBER 11 DISPOSABLE PROTECTED LOCKING RETRACTABLE 10/BX, 10BX/CS	EA	\$ 3.02	1	\$ 3.02	3.27
533-MS-BP100EA	Blood pressure unit BP, adult, black, nylon adjustable cuff, metal inflation valve, case, LF 50ea/cs	EA	\$ 9.59	1	\$ 9.59	14.22
531900	CPAP OS BREATHING CIRCUIT W/ MEDIUM MASK 1/PK 10PK/CS	PK	\$ 32.92	1	\$ 32.92	40.89
713001	BURN SHEET STERILE DISPOSABLE 60 IN X 96 IN	EA	\$ 4.50	1	\$ 4.50	
1880-23315	Combat Application Tourniquet (CAT) Orange, One-handed Tourniquet Utilizing Windlass System	EA	\$ 42.09	1	\$ 42.09	45.63
081967	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 50ea/cs	EA	\$ 3.65	1	\$ 3.65	4.73
083033	GAUZE SPONGES STERILE 12 PLY 4 IN X 4 IN 50/BX 24BX/CS	BX	\$ 4.23	1	\$ 4.23	
150303	BANDAGE SALINE STERILE 4 IN X 8 IN 24/BX 4BX/CS	EA	\$ 2.17	1	\$ 2.17	
020642	WRENCH CYLINDER METAL SMALL 20/CS	EA	\$ 2.27	1	\$ 2.27	
2523-31812	Module, Deluxe King Vision Video Supply Bag w/Pockets, Red, 9 in x 13 in x 3.25 in.	EA	\$ 40.56	1	\$ 40.56	41.00
8331	dressing, petrolatum, gauze, 3in x 9in, strip 12/bx 12bx/cs	BX	\$ 7.60	1	\$ 7.60	
080891	DUCT TAPE WHITE, 2 INCH X 60 YDS 24/CS	EA	\$ 7.69	1	\$ 7.69	
792-1-7330-25EA	Endotracheal tube, 10 Fr, 2.5 mm, uncuffed, Murphy, radiopaque strip, smooth tube tip, sterile, disp	EA	\$ 1.15	1	\$ 1.15	1.55
792-1-7330-30EA	Endotracheal tube, 12 Fr, 3.0 mm, uncuffed, Murphy, radiopaque strip, smooth tube tip, sterile, disp	EA	\$ 1.15	1	\$ 1.15	1.55
792-1-7330-35EA	Endotracheal tube, 14 Fr, 3.5 mm, uncuffed, Murphy, radiopaque strip, smooth tube tip, sterile, disp	EA	\$ 1.15	1	\$ 1.15	1.55
792-1-7330-40EA	Endotracheal tube, 16 Fr, 4.0 mm, uncuffed, Murphy, radiopaque strip, smooth tube tip, disp, sterile	EA	\$ 1.15	1	\$ 1.15	1.55
792-1-7330-45EA	Endotracheal tube, 18 Fr, 4.5 mm, uncuffed, Murphy, radiopaque strip, smooth tube tip, sterile, disp	EA	\$ 1.15	1	\$ 1.15	1.55
2521-10520	FIRST RESPONSE BAG, THOMAS PEDIATRIC PACK 14 IN X 20 IN X 9 1/2 IN, 1000 DENIER GREEN (W/O SUPPLIES)	EA	\$ 569.48	1	\$ 569.48	586.23





# Quotation

Account Name: Lucas Fire Dept  
 BILL TO:

Account Number: 105703  
 SHIP TO:

Contact Name: Ted Stephens

Phone No: 972-977-0295

Account Manager  
 Gerald Ramirez 817-658-4168 fax 817-887-4008

Ship Method Payment Terms

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
598041	SUCTION CANISTER DISPOSABLE RIGID GREEN TOP 1200cc 48/CS HI-FLOW	EA	\$ 3.25	1	\$ 3.25	
291576	GOWN IMPERVIOUS UNIVERSAL SIZE BLUE LATEX FREE 15/BX 5 BX/CS LF	EA	\$ 0.96	1	\$ 0.96	
298303	SHARPS CONTAINER 1 QUART 8.75 IN X 4.25 IN X 2.50 IN 20/CS SAGE	EA	\$ 5.14	1	\$ 5.14	
2120-17010	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP 10/BX	EA	\$ 9.26	1	\$ 9.26	
9-01212-70	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM 10/BX	EA	\$ 5.37	1	\$ 5.37	
2144-KV031	King Vision Video Laryngoscope Blade, Standard, Disp, 13mm, w/White LED, Digital CMOS Camera 10ea/bx	EA	\$ 29.33	1	\$ 29.33	
301-04	Adenosine, 12mg, 4ml Vial, 10ea/bx	EA	\$ 22.40	1	\$ 22.40	
25021-301-02	ADENOSINE 6MG, 2ML VIAL	EA	\$ 15.76	1	\$ 15.76	
9501-25	ALBUTEROL 0.083% 2.5MG/3ML 25VIALS/BX	BX	\$ 3.87	1	\$ 3.87	
0616-03	AMIODARONE 150MG 3ML VIAL	EA	\$ 1.71	1	\$ 1.71	
375016	ASPIRIN CHILDRENS CHEWABLE ORANGE FLAVOR 81MG 36/BT 24BT/CS 2019	BT	\$ 1.78	1	\$ 1.78	
AB1630-10	Atropine 1mg 10ml Ansyr PFS	EA	\$ 4.23	1	\$ 4.23	
371010	CALCIUM CHLORIDE 1GM 10ML ANSYR SYRINGE 1010C	EA	\$ 8.69	1	\$ 8.69	
377515	DEXTROSE 50% 50ML ANSYR SYRINGE 1013C	EA	\$ 5.58	1	\$ 5.58	
0376-25	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	EA	\$ 0.90	1	\$ 0.90	
0517113001	EPINEPHRINE 1:1000 30MG 30ML MDV 2044	EA	\$ 13.76	1	\$ 13.76	
374921	EPINEPHRINE 1:10000 1 MG 10 ML LIFESHIELD SYRINGE 1019A	EA	\$ 8.59	1	\$ 8.59	
6695-01	ETOMIDATE 20 MG 10 ML VIAL 10/BX	EA	\$ 19.65	1	\$ 19.65	
000002145001	GLUCAGON 1MG LILLY KIT RED BOX 2050A	EA	\$ 152.53	1	\$ 152.53	267.99
373474	HALOPERIDOL LACTATE 5MG 1ML VIAL 2054	EA	\$ 2.55	1	\$ 2.55	
374904	LIDOCAINE 2% 100MG 5ML LIFESHIELD SYRINGE 1026A	EA	\$ 7.79	1	\$ 7.79	
0064-10EA	Magnesium Sulfate 50% 5gm, 10ml Vial 25ea/bx 4bx/cs	EA	\$ 1.31	1	\$ 1.31	
373369	NALOXONE 2MG 2ML LUER JET 1029B	EA	\$ 14.94	1	\$ 14.94	
0418-13	NITROSTAT 0.4MG TABS SL 25/BT 4BT/BX	BT	\$ 10.52	1	\$ 10.52	
5265-64	ONDANSETRON 4MG DISSOLVE TABS 30UD/BX	BX	\$ 9.60	1	\$ 9.60	
313-7055EA	O2 RESQ BITRAC ED MASK W/3-SET VALVE (5.0/7.5/10.0 CM) & FLOW GENERATOR, ADULT LG MASK 10/CS	EA	\$ 48.29	1	\$ 48.29	59.99
313-7056EA	O2 RESQ BITRAC ED MASK W/3-SET VALVE (5.0/7.5/10.0 CM) & FLOW GENERATOR, ADULT MED MASK 10/CS	EA	\$ 48.29	1	\$ 48.29	59.99



# Quotation

**Account Name:** Lucas Fire Dept  
**BILL TO:**

**Account Number:** 105703  
**SHIP TO:**

**Contact Name:** Ted Stephens

**Phone No:** 972-977-0295

**Account Manager:**  
 Gerald Ramirez 817-658-4168 fax 817-887-4008

**Ship Method**      **Payment Terms**

Item Number	BTM's Description	U/M	Price	Quantity	Extended Price	NON-Contract Price
020994	STYLETTE 14 FRENCH FOR USE WITH 7mm-10mm ENDOTRACHEAL TUBES 20/BX	EA	\$ 3.31	1	\$ 3.31	3.98
020995	STYLETTE PEDIATRIC 6 FRENCH FOR USE WITH 2.5-3.5 ENDOTRACHEAL TUBES 20EA/BX	EA	\$ 3.31	1	\$ 3.31	3.98
020996	STYLETTE 10 FRENCH FOR USE WITH 4.0-6.0 ENDOTRACHEAL TUBES 20/BX	EA	\$ 3.31	1	\$ 3.31	3.98
1890-64020	5.25 AMP AC CONVERTER FOR THE ENGEL MD14F OR MHD13F-DM MODELS	EA	\$ 43.96		\$ -	
1890-43308	ENGEL DC POWER CORD/HARDWIRE USED WITH ALL UNITS	EA	\$ 28.57		\$ -	
1890-13614	14 QT FRIDGE, FREEZING/HEATING ABILITY, DIGITAL THERMOMETER W/DISPLAY, 12V DC, EMS ENGEL	EA	\$ 889.44		\$ -	
1890-20191	TRANSIT SLIDE LOCK PLATE FOR ENGEL 15 QT FRIDGE-FREEZER MD14F & MHD13F-DM, ALSO NEED 1890-17201	EA	\$ 39.26		\$ -	
D4114	FLOWMETER OXYGEN OHIO AND DISS	EA	\$ 54.74	1	\$ 54.74	70.11
387110	FLOWMETER DIAL 0-25 LPM, NO ADAPTER< 1/8 NPTF	EA	\$ 51.25	1	\$ 51.25	64.26
020634	O2 Connector, Barb, Nipple/Nut, Tapered, Plastic 50ea/cs	EA	\$ 0.67	1	\$ 0.67	
020635	ADAPTER OHMEDA TO 1/8 IN MALE NATIONAL PIPE THREAD - NPT- 2101	EA	\$ 18.74	1	\$ 18.74	
0931-44	VECURONIUM 10MG 10ML VIAL	EA	\$ 17.30	1	\$ 17.30	
176324	FILTERLINE H SET INFANT/NEONATE, INCL AIRWAY ADAPTER, FILTERLINE, MICROSTREAM CONNECTION 25/BX	EA	\$ 16.11	1	\$ 16.11	
<b>Merchandise Total:</b>					<b>\$ 4,909.09</b>	<b>\$ 5,365.88</b>

**Sales Tax will be applied to customers who are not tax exempt.**  
**Shipping charges will be prepaid and added to the invoice unless otherwise stated.**  
**This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.**

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

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Lucas, Texas ("Lucas"), and the City of Cedar Hill, Texas ("Cedar Hill"), (individually as the "Party" or collectively as the "Parties") acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. Loc. GOV'T. CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271, of the TEX. LOC. GOV'T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271, of the TEX. LOC. GOV'T CODE.

**ARTICLE II  
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless

sooner terminated as provided herein.

### **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

### **ARTICLE IV PURCHASING**

The City Manager or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271, of the TEX. LOC. GOV'T. CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

### **ARTICLE V MISCELLANEOUS**

5.1 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 Amendment. This Agreement may be amended by the mutual written agreement of both parties hereto.

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

5.5 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas.

5.6 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

City of Lucas, Texas

Interlocal Agreement between City of Lucas and Cedar Hill for Cooperative Purchasing Program

Approved: November xx, 2013

5.7 Recitals. The recitals to this Agreement are incorporated herein.

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

**[signature page to follow]**

City of Lucas, Texas

Interlocal Agreement between City of Lucas and Cedar Hill for Cooperative Purchasing Program

Approved: November xx, 2013

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF LUCAS, TEXAS**

By: \_\_\_\_\_  
Rebecca Mark, Mayor  
665 Country Club Road  
Lucas, Texas 75002

**ATTEST:**

By: \_\_\_\_\_  
Kathy Wingo, TRMC, MMC  
City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Joe Gorfida, Jr.  
City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF CEDAR HILL, TEXAS**

By: \_\_\_\_\_  
Rob Franke, Mayor  
285 Uptown Boulevard  
Cedar Hill, Texas 75104

**ATTEST:**

By: \_\_\_\_\_  
Name, city Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
name, City Attorney



**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: Stanton Foerster

Prepared by: \_\_\_\_\_

Account Code #: 8210-491-113

Date Prepared: October 28, 2013

Budgeted Amount: \$1,500,000

Exhibits:  Yes     No

**AGENDA SUBJECT:**

Discuss and Consider the approval of an agreement between the City of Lucas and BW2 Engineers for design services for W. Lucas Road between Country Club and Angel Parkway and authorize the Interim City Manager to execute said agreement.

**RECOMMENDED ACTION:**

Approve as presented.

**SUMMARY:**

**MOTION:**

I make a motion to **approve/deny** an agreement between the City of Lucas and BW2 Engineers for design services for W. Lucas Road between Country Club and Angel Parkway and authorize the Interim City Manager to execute said agreement in an amount not to exceed \$79,250.00.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_

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

This agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and BW2 Engineers, Inc. (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**Recitals:**

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

**WHEREAS**, Professional desires to render professional services for the City regarding the West Lucas Road roadway improvements between Angel Parkway and Country Club Road including surveying, design, environmental, contract administration, and reimbursables associated with the plans, specifications, and estimates needed for the roadway improvements, in accordance with the terms and conditions set forth in this Agreement;

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

**Article I**  
**Term**

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Services**

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

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

2.3 Topographic Survey documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives and/or employees in connection with the



Project are intended for the use and benefit of the City. Professional and its consultants, agents, representatives and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. City shall have full authority to authorize its contractors and sub-contractors, City consultants and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall, upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

### **Article III Schedule of Work**

Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

### **Article IV Compensation and Method of Payment**

4.1 City shall compensate Professional for the services by payment of a fee not to exceed \$79,250.00.

4.2 City shall compensate Professional for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed

by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

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

## **Article VI Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to complete regular oral or written reports, require that Professional devote his full-time services to City or dictate Professional's sequence of work or location at which Professional performs his work.

## **Article VII Miscellaneous**

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

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

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

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Collin

County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

If intended for City:  
Attn: City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002

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

If intended for Professional:  
Jim Waldbauer, PE  
BW2 Engineers, Inc.  
1919 S. Shiloh Rd, Suite 500, LB27  
Garland, Texas 75042

7.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

7.11 Indemnification.

- (A) **PROFESSIONAL SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY PROFESSIONAL AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES; INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM PROFESSIONAL IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). PROFESSIONAL IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.**
- (b) **IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY PROFESSIONAL IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OF ALL ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.**

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

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

7.14 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City of Lucas, Texas

By: \_\_\_\_\_  
Dan Savage, Interim City Manager

**Approved as to form:**

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
(JJG/61815)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Professional

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**



**BW2 ENGINEERS, INC.**

October 17, 2013

Mr. Stanton Foerster, P.E.  
Public Works Director  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002

Re: Proposal for Engineering and Surveying Services - REVISED  
West Lucas Road Widening Project

Dear Stanton:

BW2 Engineers, Inc. (BW2) understands that the City of Lucas wishes to make improvements to West Lucas Road from Angel Parkway to just west of Country Club Drive. This section of roadway is approximately 8,000 L.F. in length. The purpose of this letter is to provide a proposal for the provision of engineering and surveying services for the project.

It is our understanding that this roadway improvement project is a Regional Toll Revenue Funded Project. The existing pavement width for West Lucas Road is 40' which includes two 13' wide lanes and two 7' wide shoulders. The West Lucas Road Widening Project will generally include pavement widening to accommodate an ultimate roadway section that includes two 14' wide travel lanes, a 4' wide median, and two 7' wide shoulders for a total width of 46'. The existing roadway shoulders will be removed and new full depth asphalt pavement and lime stabilized subgrade will be placed in order to widen the roadway section to 46'. Following the new widening, the entire roadway section will be overlaid with new asphalt pavement. The scope of this project includes paving improvements, drainage improvements, pavement markings/signs, and environmental engineering. Environmental engineering services are required to assist with the environmental compliance process as this is a RTR-funded project.

A detailed description of the services to be provided by BW2 for this project is included in the attached Scope of Services to this proposal. The following assumptions have been made in preparing this proposal:

- No right-of-way or easement documents are to be provided.
- No traffic signal improvements are included in this proposal.
- No construction staking is included in this proposal.
- No geotechnical services or pavement analysis are included in this proposal.
- No on-site representation is included in this proposal.

To assist with the preparation of a proposal for this project, BW2 has prepared a preliminary Opinion of Probable Construction Cost which results in a construction estimate of \$1,884,492.50. BW2 proposes to complete the project in accordance with the following fee schedule:

• Surveying Services	\$ 12,750
• Design Services	\$ 58,500
• Environmental Services	\$ 3,500
• Contract Administration Services	\$ 3,500
• Reimbursable (printing, etc.)	<u>\$ 1,000</u>
<b>TOTAL FEE:</b>	<b>\$ 79,250</b>
(Not to Exceed)	




Mr. Stanton Foerster, P.E.  
October 17, 2013  
Page Two

**Terms and Conditions**

Terms and conditions for the engineering and surveying services to be provided for this project will be included in the Professional Services Agreement for this project. Acceptance of this proposal will be confirmed by the execution of the Professional Services Agreement for the project. Receipt of a fully executed copy of the Professional Services Agreement will be considered authorization for BW2 to proceed with the project.

Sincerely,



Jim Waldbauer, P.E.  
Project Manager

**Attachments**

K:\WPDOCS--BW2\PROPOSAL\Lucas\West Lucas Road 2013\Proposal 10.15.13.doc

## SCOPE OF SERVICES

### I. BASIC SERVICES

The ENGINEER agrees to perform Basic Services in connection with the project as hereinafter stated, for the West Lucas Road Widening Project.

- A. Part A. Surveying: Upon written authorization by the City, execution of the Agreement serving as the written authorization, ENGINEER shall provide the following surveying services, as follows:
1. Establish a control network, including the horizontal control and vertical control.
  2. Identify properties and tie down right-of-way lines, property lines, and corners pertinent to the project.
  3. Perform topographic survey for the purpose of locating existing pavement, fences, utility features, drainage structures, channels, and other topographic features in the project corridor.
- B. Part B. Design: Upon written authorization, the ENGINEER shall provide the following engineering services, as follows:
1. Participate in conferences with representatives of the CITY.
  2. Gather data to determine requirements and constraints as they relate to design of facilities.
  3. Streets and proposed work to be included in this project are as follows:
    - West Lucas Road Widening Project from Angel Parkway to west of Country Club Road
  4. Analyze collected data.
  5. Perform preliminary design for the new West Lucas Road, including various turn lanes, any required striping, turn lane markings, signs and drainage improvements. Prepare preliminary plans and submit them to the CITY for review. Also include a traffic control plan to accommodate construction.
  6. Prepare an Environmental Checklist report for the project in order to satisfy NCTCOG requirements due to this project being an RTR-funded project. Respond to any comments received.
  7. Review the CITY's comments and make the necessary revisions to the plan set. Prepare detailed final drawings. Submit final plans to the CITY for review.
  8. Prepare specifications and contract documents.

9. Review CITY's comments and make necessary revisions to the construction plan set.
10. Whenever preparation of detailed final drawings is complete, the ENGINEER shall:
  - (a) Furnish a copy of the final drawings to the CITY for review and comments,
  - (b) Make modifications and additions to the drawings resulting from the CITY review.
11. Prepare a detailed statement of the ENGINEER's opinion of the construction cost based upon the final design developed. The ENGINEER's opinion of construction cost will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in costs. The ENGINEER does not warrant the accuracy of the cost opinion.

C. Part C. Contract Administration: Upon written authorization, the ENGINEER shall provide the following contract administration services, as follows:

1. Participate in conferences with the CITY and its authorized representatives regarding the PROJECT.
2. Assist the CITY in the advertising for bids and in securing bids for construction, including preparation of addenda and fielding Contractor's questions.
3. Assist the CITY in the opening, tabulating and analyzing of bids for construction, and advise the CITY of action to be taken, based on the engineering considerations involved.
4. Assist in the preparation of formal construction contract documents.
5. Make periodic visits to the site of the construction to become familiar generally with the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the drawings and the specifications. The ENGINEER shall not be responsible for construction performance, programs or for any safety precautions utilized in connection with the construction work. The ENGINEER shall not be responsible for the Contractor's failure to execute the work in accordance with the construction contract. However, if the ENGINEER observes construction conditions not in conformance with the construction contract documents, ENGINEER shall have the authority to reject work which does not conform to the construction contract documents whenever, in his opinion, ENGINEER considers it necessary or advisable to insure the proper implementation of the intent of the construction contract documents in accordance with generally accepted engineering practices. The ENGINEER shall have the authority to require special inspection or testing of any work in accordance with the provisions of the construction contract documents whether or not such work is then fabricated, installed or completed. The ENGINEER shall notify the CITY, in writing, of any actions taken under this paragraph.
6. Advise and consult with the CITY, issue all instructions to the Contractor requested by the CITY, prepare routine change orders as required, and keep the CITY informed of the progress of the work as required by the construction contract documents.

7. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill test reports of material and equipment and other data that the Contractor submits. This review is for the benefit of the CITY and covers only general compliance with the information given by the construction contract documents. It does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the construction contract documents.
8. Review monthly and final pay estimates prepared by the Contractor based on quantities submitted by the Contractor as approved by the CITY's on-site representative.
9. Assist representatives of the CITY with the final inspection of the PROJECT for conformance with the design concept of the PROJECT and for compliance with the construction documents, and approve final payment to the Contractor.
10. Revise construction drawings (unless complete redrawing is required) with the assistance of and based on the CITY's on-site representative's input and field observations in order to produce construction records and furnish one reproducible set of these revised drawings to the CITY.
11. The ENGINEER shall be, in the first instance, the interpreter of the requirements of the construction contract documents and the impartial judge of the performance thereunder by both the CITY and the Contractor. At the written request of the CITY, the ENGINEER will be required to make certain interpretations of the contract documents. These interpretations shall be in the form of written recommendations and conclusions sent to the appointed representative of the CITY.
12. The ENGINEER shall not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or any of the Contractor's or Subcontractor's agents or employees, or any other person performing any of the work on the PROJECT, except those employees, agents and ~~Subcontractors of the ENGINEER.~~

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13. Basic Services will terminate ninety (90) days after the expiration of the contract time for completion of the final construction contract. Additional engineering services after this time will be subject to negotiation between the CITY and the ENGINEER.



<h2 style="text-align: center;">City of Lucas Council Agenda Request</h2>
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Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

The City Council pursuant to §551.074 of the Texas Government Code may convene into Executive Session to deliberate the appointment of individuals to serve on the Planning and Zoning Commission and Board of Adjustments with a term ending October 31, 2015.

**RECOMMENDED ACTION:**

**SUMMARY:**

***Planning & Zoning Commission:***

Karen Hurtt	expired term, wishes to be reconsidered
Peggy Rusterholtz	expired term, wishes to be reconsidered
David Keer	expired term, wishes to be reconsidered
Sean McCaffity	expired term, does not wish to be reconsidered

Remaining Commissioners:

Brian Blythe	Term expires 10/31/2014
Andre Guillemaud (Alt)	Term expires 10/31/2014
Joe Williams (Alt)	Term expires 10/31/2014

***Board of Adjustments:***

Vacant	(seat vacated by Cathey Bonczar)
Vacant	(seat vacated by Kathy Morris)
Craig Williams	expired term, wishes to be reconsidered

Remaining Members:

Stuart Fink	Term expires 10/31/2014
Randy Barnes	Term expires 10/31/2014
Janean McLaughlin (Alt)	Term expires 10/31/2014

**MOTION:**

No action to be taken in Executive Session.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

No action to be taken in Executive Session.

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Take any action as necessary from Executive Session.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

I make a Motion to appoint the following individuals:

***Planning & Zoning Commission:***

(4 individuals to be appointed with the term expiring October 31, 2015)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

***Board of Adjustments:***

(3 full board members to be appointed with the term expiring October 31, 2015)



1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



## City of Lucas Council Agenda Request

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

### AGENDA SUBJECT:

Discuss and Consider the appointment of 3 full board members and 1 alternate to serve on the Parks & Open Space Board with a term ending October 31, 2015.

### RECOMMENDED ACTION:

### SUMMARY:

#### ***Parks & Open Space Board:***

Council needs to consider the appointment of three (3) full board members and one (1) alternate member for the Parks & Open Space Board.

Lacey Bradshaw	term expired, wishes to be reconsidered
Lisa O'Leary	term expired, wishes to be reconsidered
Christopher Vanhorn	term expired, did not respond
Tommy Tolson (Alt)	term expired, did not respond

Remaining Members:	
Brenda Rizos	Term expires 10/31/2014
Scott Sperling	Term expires 10/31/2014
Vacant (Alt)	Term expires 10/31/2014

### MOTION:

I make a Motion to appoint the following individuals:

#### ***Parks & Open Space Board:***

(3 full board members and 1 alternate member to be appointed with the term expiring October 31, 2015)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_



**City of Lucas  
Council Agenda Request**

Council Meeting: November 7, 2013

Requestor: \_\_\_\_\_

Prepared by: Kathy Wingo

Account Code #: N/A

Date Prepared: \_\_\_\_\_

Budgeted Amount: \$ N/A

Exhibits:  Yes  No

**AGENDA SUBJECT:**

Adjournment.

**RECOMMENDED ACTION:**

**SUMMARY:**

**MOTION:**

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

**APPROVED BY:** \_\_\_\_\_ Initial/Date

Department Director: \_\_\_\_\_ / \_\_\_\_\_

City Manager: \_\_\_\_\_ / \_\_\_\_\_