



PUBLIC NOTICE
City Council Regular Meeting &
Lucas Fire Rescue Workshop 6:00 PM
June 5, 2014
City Hall - 665 Country Club Road

Notice is hereby given that a City Council Regular Meeting & Fire Rescue Workshop of the City Council of the City of Lucas will be held on Thursday, June 5, 2014. The meeting will begin at 6:00 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

Agenda

Call to Order

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

Regular Agenda

- 1) City Secretary will administer the Oaths of Office to Councilmember(s) Millsap and Olk.
- 2) Discuss and consider the appointment of a Mayor Pro Tem to serve for a period of one year, term ending May 31, 2015.

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.

3) Citizens' Input.

Community Interest

4) Items of Community Interest.

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [**Fisher/Foerster**]

Consent Agenda

The Consent Agenda is used to increase the efficiency of time. All items listed under the Consent Agenda may be considered by a single motion, second and passage by a majority vote of the Council present at the time of consideration. Any member of Council may remove an item from the Consent Agenda prior to a motion to act upon the agenda.

5) Consent and Approve:

- a) The minutes from the May 15, 2014 City Council Regular and the May 17, 2014 City Council Workshop meetings. [**Wingo**]
- b) The Pave-It, Inc. contract for construction of the W. Lucas Road fire station driveway in the amount of \$15,373.59 and authorize the Mayor to execute the agreement with a twenty percent (20%) contingency in the amount of \$3,074.72 for a total of \$18,448.31. [**Foerster**]

Regular Agenda (Continued)

- 6) Discuss and consider the approval of **Ordinance # 2014-06-00782** amending the City of Lucas Code of Ordinances by amending Chapter 5 titled "Fire Prevention and Protecting" by amending Article 5.03 "Fire Code" by amending Section 3301.1.3 of the International

Fire Code 2003 Edition to prohibit the use of fireworks within 5,000 feet outside the City Limits of the City of Lucas. [**Hilbourn**]

- 7) Discuss and consider the approval of an application for a preliminary plat for a parcel of land situated in ABS A0349 John Gray Survey, Tract 10, being a 30.6018± acres, located at the southwest corner of the intersection of Highland Drive and Stinson Road. [**Estates at Stinson Highlands**] [**Hilbourn**]
- 8) Discuss and consider any and all future elections for the City of Lucas to be conducted by Collin County Elections Administration. [**Wingo**]

Fire Rescue Workshop

- 9) Discuss and Consider items during the Fire Rescue Workshop to include the following:
 - a) Consider defining the service area for the Lucas Fire Department and determine whether to provide fire suppression services, emergency medical services or both to the following areas:
 - All areas with the Fire District as established by Collin County
 - All areas within the City's extraterritorial jurisdiction
 - Seis Lagos Utility District (including the Brockdale development)
 - Inspiration Utility District
 - b) Consider the applicability of creating a Department of Public Safety.
 - c) Consider the current staffing levels including both full-time and volunteer.

- d) Consider the apparatus, vehicles and major equipment assessment and replacement schedule.
- e) Consider future facilities.
- f) Consider dispatch and communications.
- g) Consider the current mutual aid agreements and/or service agreements:
 - Agreement for the Provision of Firefighting and Fire Protection Services with Collin County effective October 2013 with automatic renewal for successive one year terms with budgeted revenue of \$36,000 for fiscal year 13/14.
 - Interjurisdictional Mutual Aid Agreement effective on the date of adoption (August 2008) and automatically renews for one year terms.
 - Interlocal Automatic Mutual Aid Agreement with the Town of Fairview and the City of Parker executed September 2008 and automatically renews for one year terms.
 - Memorandum of Understanding Agreement for Assistance Between Lucas and Murphy Fire Departments dated February 1, 2014
 - Interlocal Cooperation Agreement with Seis Lagos Utility District executed in November 2009 and automatically renews for one year terms with budgeted revenue of \$126,514 for fiscal year 13/14.

10) Adjournment.

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

Approval

Approved by: Mayor Rebecca Mark, May 30, 2014.

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, May 30, 2014, as required in accordance with Government Code §551.041.

Kathy Wingo, TRMC, MMC
City Secretary

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

LUCAS CITY COUNCIL

Meeting Date June 5, 2014

AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

Seat 1 CM Wayne Millsap

Seat 2 CM Jim Olk

Seat 3 CM Steve Duke

Seat 4 CM Philip Lawrence

Seat 5 CM Debbie Fisher

Seat 6 MPT Kathleen Peele

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

Informational Purposes

City Manager Joni Clarke

City Secretary Kathy Wingo

Public Works Director Stanton Foerster

Finance Director Liz Exum

Fire Chief Jim Kitchens

Development Services Director Joe Hilbourn

City Attorney Joe Gorfida, Jr.

Administrative Assistant Jennifer Faircloth



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

City Secretary will administer the Oaths of Office to Councilmember(s) Millsap and Olk.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Discuss and consider the appointment of a Mayor Pro Tem to serve for a period of one year, term ending May 31, 2015.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Citizen's Input.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Items of Community Interest:

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. [**Fisher/Foerster**]

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Consent and approve the minutes from the May 15, 2014 City Council Regular and the May 17, 2014 City Council Workshop meetings.

Background Information:

N/A

Attachments/Supporting Documentation:

1. Minutes from the May 15, 2014 City Council meeting.
2. Minutes from the May 17, 2014 City Council Workshop meeting.

Budget/Financial Impact:

N/A

Recommendation:



**City Council Meeting 7:00 PM
May 15, 2014
City Hall - 665 Country Club Road
Minutes**

Call to Order

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

Present or (Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Philip Lawrence

Staff Present:

City Manager Joni Clarke
City Attorney Joe Gorfida
Public Works Director Stanton Foerster
Development Services Director Joe Hilbourn

City Secretary Kathy Wingo
Battalion Chief Craig Zale
Finance Director Liz Exum

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Collin County Commissioner Cheryl Williams led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

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

Community Interest

2) Items of Community Interest.

- a) Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas. **[Fisher/Foerster]**

Councilmember Fisher stated that the City remains under the twice a month water restrictions, Stage 3. Even with the recent rainfall, the lake level only raised a few inches.

- b) Presentation of the Texas Comptroller Leadership Circle Platinum Member award by Mayor Rebecca Mark to Finance Director Liz Exum. **[Mark]**

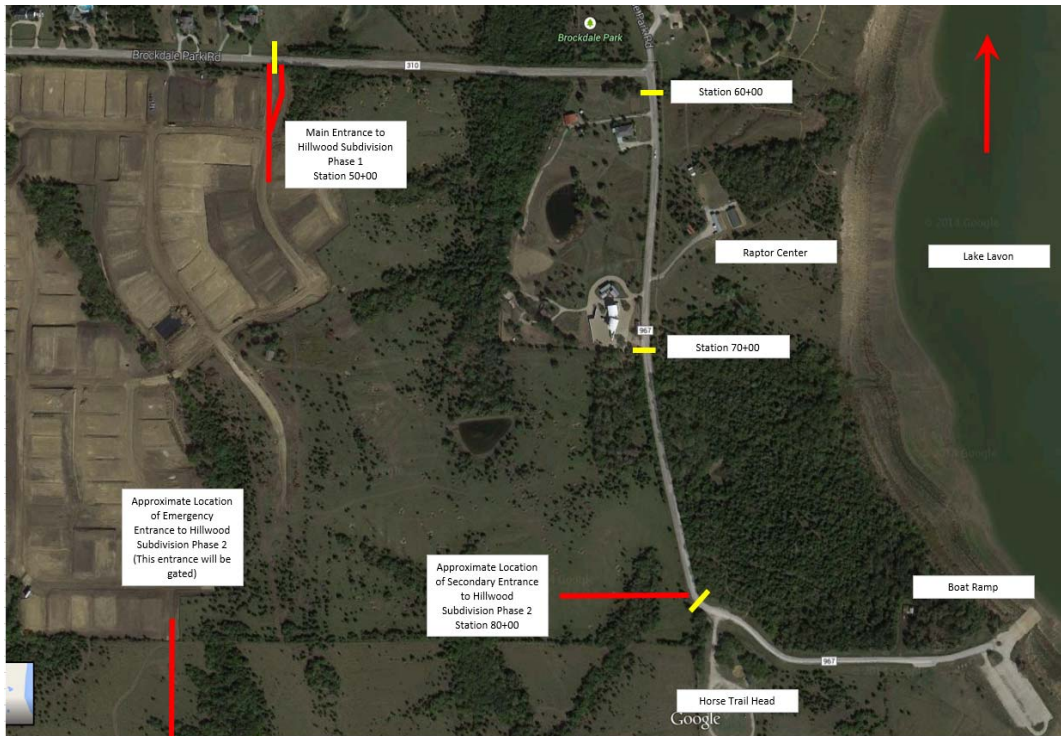
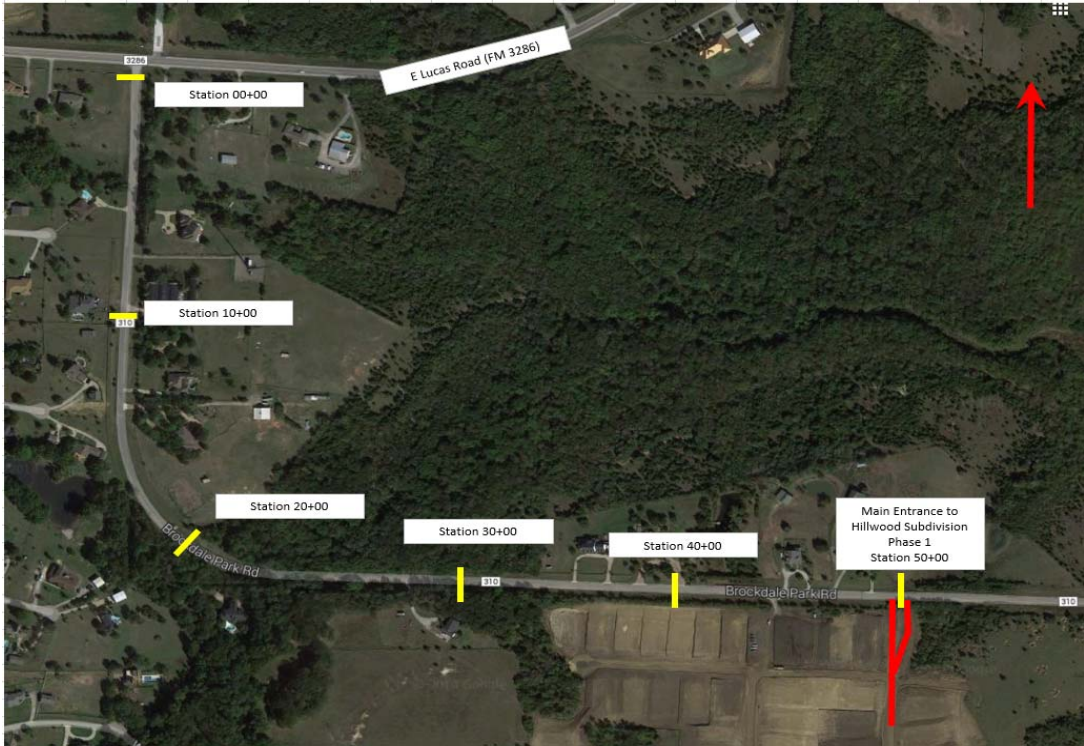
The City of Lucas has been awarded leadership awards for Financial Transparency by the State Comptroller's Office for the last four years. In 2014, the Texas Comptroller Leadership Circle introduced the Platinum Leadership Award. The City of Lucas is honored to be among the first to receive this prestigious award. Mayor Rebecca Mark presented the Texas Comptroller Leadership Circle Platinum Member award to Finance Director Liz Exum. Mayor Mark went on to congratulate Ms. Exum for a job well done by the Finance Department in obtaining this award.

Regular Agenda

- 3) Discuss and consider approval of a development agreement between the City of Lucas and the Brockdale Community, LLC regarding the funding mechanism to fund future road improvements to Brockdale Park Road. **[Clarke]**

The City has the right to enter into an agreement with Brockdale Community LLC through Section 212.172 of the Texas Local Government Code. Time is of the essence, two permits have been reviewed and will be ready for pick-up on May 16th, a third is in the review process. This development agreement would assess \$2,200 per lot and with some 206 lots, the assessment would generate \$453,200 for future road repairs.

See the depiction(s) on the following page for Brockdale Park Road Improvements:



Collin County has agreed to be a partner in addressing the condition of the Brockdale Park Road. Staff and Brockdale Community LLC have worked diligently to come to an agreement that is beneficial to both parties, that addresses most of the concerns raised by the Council. Staff is recommending that Council approve this agreement as presented.

Councilmember Debbie Fisher ask for clarification of this agreement and what was presented previously. City Attorney Joe Gorfida stated that this mechanism runs with the land and allows for the city to do business in the ETJ. If the developer does not pay the fee, the city would be able to go after the developer for the fee.

The \$2,200 per lot fee is designated for roadway maintenance, it is not an impact fee.

Councilmember Jim Olk asked if there should be money remaining, after the reconstruction in 2018, can it be retained for future maintenance. The answer was yes.

The total contribution by Brockdale Community LLC, when all is said and done, will be approximately \$609,000. This includes a \$150,000 contribution, payable in two installments of \$75,000, which will be sent to Collin County for immediate repairs.

There is very little traffic on this road by the citizens of Lucas, roughly 20 residents live along this road.

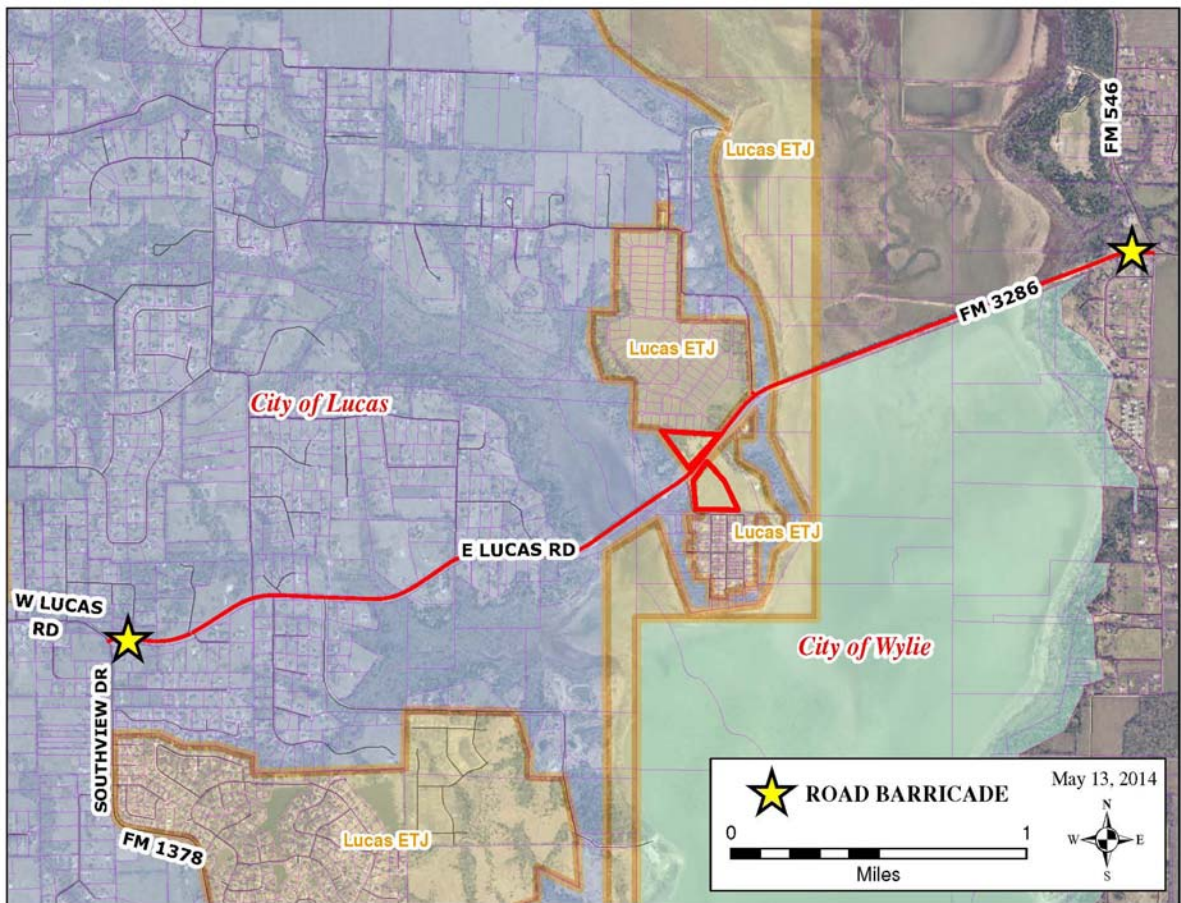
The development will eventually be annexed into Seis Lagos and become a part of the SLUD.

Councilmember Wayne Millsap feels that this agreement addresses the roadway up to the 50 marker. The roadway past 70 marker is owned 50/50 by the city and Seis Lagos. It was suggested to change the agreement to read that repairs up to 70 marker would be included and a later discussion would occur with Seis Lagos.

Portions of Article 2 will be changed to read.....To the extent funds remain after funding the Road Improvements between Station 0+00 and Station 50+00, revenue collected pursuant to this paragraph shall be used to fund the Road Improvements between Station 50+00 and Station 70+00, as shown on **Exhibit C**, if such funds are sufficient to fund such Road Improvements.....

MOTION: Councilmember Wayne Millsap made Motion to approve a development agreement between the City of Lucas and the Brockdale Community, LLC regarding the funding mechanism to fund future road improvements to Brockdale Park Road, with the changes as discussed. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 4) Presentation by Collin County Fire Marshal Jason Browning regarding the Fourth of July activities located in the vicinity of Lake Lavon as it relates to the sale and use of fireworks and the impact on public safety. Discussion and consideration by the Lucas City Council regarding the regulation of said activity to enhance public safety and the possible implementation of a traffic plan as well as the coordination and allocation of resources by the City of Lucas to assist agencies involved in oversight of said activities. [Peele]



Timeline of Events:

- 3/31/14 Meeting with Burch Fireworks and Mr. Big's Fireworks. Draft of public safety plan submitted. Both stands agreed to submit joint safety plan. Draft declared 2500 estimated customers. Advised that 2500 persons would qualify for a mass gatherings permit.
- 4/7/14 Second public safety plan submitted. Joint plan between both stands. Declared 2500 estimated customers. Sent plan to Mark Sanderson, Jon Kleinheksel, Sgt. Bonilla and Barry Heard for review.
- 4/22/14 Meeting with Jason Browning, Jon Kleinheksel, Mark Sanderson, Sgt. Bonilla (TXDPS) and Barry Heard (TXDOT) to review public safety plan.
- 4/25/14 Notice sent denying public safety plan.
- 5/9/14 Revised public safety plans submitted. Burch Fireworks and Mr. Big's Fireworks submitted independent plans. Both plans state "Although it is not expected, but as assurance that we will not fall under the mass gatherings act we will turn patrons away from our facility if we exceed 2400 people."

Comments from meeting to review Safety Plan:

- Sheriff's Department– Texas traffic laws and the Transportation Code prohibit parking and stopping in certain places. Public and private driveways and parking on a bridge are examples of places it is prohibited. The affected area of FM 3286 has both bridges and driveways that are blocked by the traffic that lines up along the roadway during the event. With the roadway blocked and traffic at a standstill those vehicles cannot yield the right of way for emergency traffic. Emergency traffic cannot access the areas around 3286. We have had traffic accidents, fires, medical emergencies and assaults in the past that emergency personnel were either seriously hampered or could not gain access to the call. If the event is allowed the only recourse when the roadway is determined to be unsafe or issues arise is to place barricades at 1378 and 546 to prevent incoming traffic and allow such time for outgoing traffic to clear the roadway before the roadway can be reopened. If traffic is not diverted to a major road traffic problems will occur on county roads.
- Public Works – Resources are all encompassing for department for duration of event. One week prior barricades are obtained from TXDOT and disbursed by personnel. Personnel continue to relocate

barricades through the evening of July 4. Personnel have assisted Fire Department with the extinguishment of fires. Trash clean up has taken up to 2 days.

- Texas Department of Public Safety – Based on roadway and available resources there is not a practical way to manage the amount of traffic on the roadway. If traffic blocks roadway only practical solution is to shut down the road and divert incoming traffic until roadway clears.
- Texas Department of Transportation – No resources to assist with roadway. Cannot shut down TXDOT road for event without permit. Permit cannot be obtained by private individual. Roadway must not be obstructed and remain clear. In four counties they have been associated with they have no knowledge of any event like this.
- Fire Marshal – Fire and EMS response cannot be made in timely manner due to traffic in roadway being unmanageable. Fire Department staged on scene could not access reported brush fire. Fire Marshal personnel enroute to call outside of Lucas could not pass when traveling south from Princeton. Had to backtrack to Princeton and come in through Wylie to get to call. Wildland/Urban interface major concern with dry conditions.
- American Medical Response – could not attend meeting but commented on requirements to manage EMS. One fully staffed MICU staged on scene. One additional Paramedic/EMT team staged at scene. Burns and eye wash most common. Anticipate one or two transports for duration of event. Access to nearest hospital a concern given location, time to transport and time back to location.

There was a rather lengthy discussion on past years and problems associated with said events. Collin County Fire Marshal Jason Browning stated that his office plans to block the roadway, limiting access to the area on July 4th. County Commissioner Cheryl Williams stated that the county would no longer be expending unbudgeted resources and manpower to manage these types of events.

The Council discussed a proposed extension of the city's nuisance ordinance that would include prohibit the sale and setting-off of the fireworks.

The City Manager and Staff will do further research into the matter, along with the City Attorney, and bring back recommendations on the June 5th meeting agenda.

- 5) Presentation by Director Erich Neupert and Board Chair Mary Schoeffel from the Blackland Prairie Raptor Center. Discussion and consideration by the Lucas City Council regarding the Blackland Prairie Raptor Center's goals and objectives and how the City of Lucas can support the efforts of this organization. [Millsap]



The Blackland Prairie Raptor Center is a 501(c) (3) non-profit Texas corporation founded in 2004. Their main focus is on raptor environmental programs and are fully permitted by state and federal authorities with jurisdiction. The Blackland Prairie Raptor Center is dedicated to environmental preservation through public education and the conservation of birds of prey and wildlife in their natural habitat.

The Blackland Prairie Raptor Center (BPRC) is located at US Army Corps of Engineers' (USACE) Brockdale Park on Lake Lavon. There is some 66 acres including 14 acres of a developed public use area and 52 acres that will preserve native tallgrass prairie and woodlands, in keeping with the values of the BPRC and USACE.

The Blackland Prairie Raptor Center is committed to public education:

- Providing outreach to public, private and home school children.
- Presenting programs and displays at events and festivals.
- On-site programming for schools, home school groups, scouts and other organizations.

In 2013, the center had more than 30,000 visitors.

The BPRC has begun restoring native prairie to:

- Provide environmental education about the most endangered habitat in North America Texas Blackland Prairie.
- Allow visitors to walk interpretive trails in the restored area.
- Give local schools the unique ability to study prairie habit.
- Preserve for future generations to enjoy.

There are plans to open a raptor rehabilitation hospital in the near future capable of providing facilities for complete care from intake through final flight testing. This would also give the public a place to bring injured, sick and orphaned birds of prey. The building would have the ability to handle more than 700 patients per year, making it one of the largest raptor rehabilitation centers in the country.

Texas Blackland Prairie once covered 16 million acres from central Texas to the Red River. Only a few thousand acres remain among small plots throughout the region. Less than 0.1% remains making this tallgrass prairie the most endangered large ecosystem in North America. Blackland Prairie Raptor Center has remnant prairie on its property and is working with citizens and local organizations to restore it to its original state for all to study and appreciate. Drought-tolerate, heat-resistant plants are examples of beneficial flora.

The BPRC is open to the public the first Saturday of every month with different themes including raptors, water, fire and prairie. In June the Rods n' Raptors Kids' Fishing Derby will be taking place and is a lot of fun for the whole family.

Volunteer opportunities include gardening, prairie restoration, raptor care, and raptor education.

Behind the scenes construction is ongoing for the rehabilitation cages and the hospital. There is a Capital Campaign to raise funds to begin the raptor rehabilitation, total funds needed is \$260,000. Due to federal requirements, this area is close to the public view.

The future of the Blackland Prairie Raptor Center includes a permanent education building; permanent raptor hospital; interpretive trails through the Blackland Prairie; demonstration gardens of native plants and open to the public 6 days a week.



To learn more about the Blackland Prairie Raptor Center be sure to visit their website: www.bpraptorcenter.org

- 6) Discuss and consider the approval of the minutes from the May 1, 2014 City Council Regular meeting. **[Wingo]**

MOTION: Councilmember Jim Olk made a Motion to approve the minutes from the May 1, 2014 City Council Regular meeting. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 7) Discuss and consider the approval of **Resolution # R-2014-05-00419** of the City Council of the City of Lucas, Collin County, Texas, canvassing and declaring the results of the Special Election of the City of Lucas held on May 10, 2014, for the purpose of submitting propositions to the qualified voters of the city for the creation of the City of Lucas fire, control, prevention, and emergency medical services district dedicated to fire safety and emergency medical services programs and the adoption of an additional sales and use tax within the city at the rate of one-half of one percent; the then current mayor and six (6) councilmembers shall serve as board of directors of the district; and providing for an effective date. [**Wingo**]

The total number of citizens who voted in this election was 563. The unofficial results of the election are as follows:

Proposition # 1: The Creation of the City of Lucas fire, control, prevention, and Emergency Medical Services District dedicated to fire safety and emergency medical services programs and the adoption of a proposed local sales and use tax at the rate of one-half of one percent.

FOR	420	AGAINST	142
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Proposition # 2: The then current Mayor and six (6) council members shall serve as board of directors of the district.

FOR	425	AGAINST	130
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Once the election results are submitted to the State Comptroller, the local sales and use tax would go to 8.25% on October 1, 2014, providing that there are no delays with the State Comptroller's Office.

MOTION: Councilmember Jim Olk made a Motion to approve **Resolution # R-2014-05-00419** of the City Council of the City of Lucas, Collin County, Texas, canvassing and declaring the results of the Special Election of the City of Lucas held on May 10, 2014, for the purpose of submitting propositions to the qualified voters of the city for the creation of the City of Lucas fire, control, prevention, and

emergency medical services district dedicated to fire safety and emergency medical services programs and the adoption of an additional sales and use tax within the city at the rate of one-half of one percent; the then current mayor and six (6) councilmembers shall serve as board of directors of the district; and providing for an effective date. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

8) Discuss and consider the purchase of an INCODE Purchasing Module. **[Exum]**

The Finance Department has recently added a purchasing function. In order to properly encumber and account for City purchases, we would like to purchase the INCODE Purchasing Module. Tyler's INCODE Purchase Order system manages, monitors, and maintains requisitions and encumbrances. This module has many benefits: allows administrators to define approval levels, distributes purchase orders to multiple funds and accounts, supports recurring purchase orders, provides validation of available budget at the individual account level during requisition, generates multiple standard reports, and interfaces with INCODE General Ledger and Accounts Payable.

The cost for the module includes: \$4,675 for license fees, \$1,500 for set up and training, and \$1,169 for annual maintenance. The impact to FY 13-14 would be a total of \$7,344. For future years, the annual cost would be \$1,169 for maintenance. Through the mid-year budget review process, we are able to absorb the costs of this new module through account adjustments taken in various departments in the General Fund.

MOTION: Councilmember Debbie Fisher made a Motion to approve the purchase of an INCODE Purchasing Module. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 7-0.

9) Discuss and consider establishing a comprehensive City of Lucas Purchasing Policy and Procedures manual. **[Clarke]**

The City of Lucas has been operating under the guidelines for governmental purchasing using the State of Texas requirements. The City is taking a three pronged approach to create a comprehensive system to ensure compliance with best practices for the acquisitions of goods and services and to comply with all laws regulating municipal purchasing. The first component of this purchasing system was approved at the City Council meeting on April 17, 2014 when the City Council took action to reclassification of part-time Court Clerk (.50 FTE)

and create a part-time Purchasing Coordinator (.50 FTE) position for the formation of a full-time Purchasing Coordinator/Finance Assistant position. This staff position will be responsible for ensuring the compliance with the proposed purchasing policy. This policy will serve as the second component in creating a foundation for the proper administration of procurement activities on behalf of the City.

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to accept and approve the comprehensive City of Lucas Purchasing Policy and Procedures manual. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 10) Discuss and consider a unilateral annexation of 1101 W. Lucas Rd, Lucas, Texas situated in ABS A0428 Ann S. Hurt Survey, Tract 2, and is a 20 acre parcel of land; Tract 13 is a ten acre parcel of land. This property is more commonly known as Willow Springs Middle School. **[Hilbourn]**

Staff has brought forward a request to the City Council tonight for consideration of annexing Willow Springs Middle School, located on West Lucas Road.

Willow Springs Middle School is currently located in the City's ETJ and is surrounded on all four sides by the city limits of Lucas. Council previously directed Staff to negotiate a contract for ambulance services. Staff has met with Lovejoy ISD and the East Texas Coalition. East Texas Coalition feels they are providing adequate services to the area and see no reason to disrupt what is in place currently.

Staff is recommending that Council consider starting the annexation process so that is completed prior to the start of school in August, 2014.

Councilmember Debbie Fisher would like to have the school come into the city via a voluntary annexation application.

Councilmember Steve Duke that the annexation is necessary so as to provide EMS to the school.

Mayor Pro Tem Kathleen Peele states it is the school's responsibility to ask for annexation to be covered by the ambulance service.

Councilmember Philip Lawrence agrees with the comments that have been made by council. This annexation is the right thing to do.

Councilmember Wayne Millsap stated the ultimate effect on the process whether or not the annexation is done unilaterally or by a request made by the school is the same. Future improvements or zonings by the school would have to be done to the city's requirements.

Councilmember Jim Olk stated that City Manager Joni Clarke could request a letter of support from the Lovejoy ISD School Board concerning the annexation of the school.

Mayor Rebecca Mark says there is time to work this by August if the city moves forward now.

MOTION: Councilmember Jim Olk made a Motion to start the unilateral annexation process of 1101 W. Lucas Rd, Lucas, Texas situated in ABS A0428 Ann S. Hurt Survey, Tract 2, and is a 20 acre parcel of land; Tract 13 is a ten acre parcel of land. This property is more commonly known as Willow Springs Middle School and ask for an application of voluntary annexation or a letter of support of the unilateral annexation. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 11) Discuss and consider approval of the APAC Road Repair Agreement in the amount of \$459,884 and authorize the Mayor to execute the agreement. **[Foerster]**

Council is being asked to consider an agreement with APAC for road repairs, the actual cost is \$838 higher than the amount listed in the agenda item. The new amount is \$460,722.

MOTION: Councilmember Wayne Millsap made a Motion to approve the APAC Road Repair Agreement in the amount not to exceed \$460,722 and authorize the Mayor to execute the agreement. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 12) Discuss and consider amending the FY13-14 budget to include funding for the Estates Parkway construction between Angel Parkway and Lovejoy High School. **[Foerster]**

Mayor Rebecca Mark recused herself from this discussion due to the location of her personal residence. Mayor Mark turned the meeting over to the Mayor Pro Tem and left the room. Mayor Mark completed an Affidavit of Conflict of Interest which becomes a part of these minutes.

The monies for this item would come from road impact fees, leaving approximately \$200K in the impact fee fund for other roadway improvements. There was some concern using such a large amount of the impact fees on such a small amount of roadway. Councilmember Debbie Fisher pointed out that this is not a city roadway but a state roadway.

Councilmember Wayne Millsap stated that there is a balance, however, the state has agreed to reconstruct the bridge on Country Club. Council has approved \$13,000 to acquire right-of-way to move the city waterline in anticipation of the reconstruction of the bridge project.

There are currently 12 residential developments in various stages of the process that could bring in future impact fees. These could replenish the impact fee funds used.

MOTION: Councilmember Wayne Millsap made a Motion to approve \$450K using road impact fees for the Estates Parkway construction between Angel Parkway and Lovejoy High School. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

Mayor Rebecca Mark rejoined the meeting.

- 13) Discuss and consider amending the FY13-14 budget to include funding for a professional service contract with BW2 Engineers to create an official city map as required by state law and the Lucas Charter and allow the city manager to execute an agreement to be drafted by the City Attorney in amount not to exceed \$30,000 for the creating of the Official City Map by BW2 Engineers. **[Foerster]**

Sections 1.02 and 2.04(13) of the Lucas Charter call for the establishment of and need for an official City map. The City currently maintains a pictorial representation of the city limits, but not a metes and bounds description of the city limits.

MOTION: Councilmember Debbie Fisher made a Motion to amend the FY13-14 budget to include funding for a professional service contract with BW2 Engineers to create an official city map as required by state law and the Lucas Charter and allow the city manager to execute an agreement to be drafted by the City Attorney in amount not to exceed \$30,000 for the creating of the Official City Map by BW2 Engineers and to authorize the city manager to execute the agreement with the consent of the legal counsel. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

- 14) Discuss and consider amending the FY13-14 budget to include funding for the Osage six-inch waterline construction. **[Foerster]**

In August 2012, the properties on the south side of Osage Lane were annexed into the City of Lucas. In keeping with state law, staff is pursuing water delivery before the August 2015 deadline. BW2 has completed the construction plans, specifications, and estimates for the waterline. Staff is obtaining the utility easements for the waterline. The engineer's estimate for the construction is \$120,000. The new waterline will be 2,700 LF and serve 15 properties

MOTION: Councilmember Philip Lawrence made a Motion to approve amending the FY13-14 budget to include funding for the Osage six-inch waterline construction in amount not to exceed \$120,000. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 15) Discuss and consider 1) amending the FY 13-14 budget to include funding design and construction of the 12-inch Country Club waterline in conflict with the widening of the Country Club Bridge over White Rock Creek south of Forest Grove Road; 2) allow the Mayor to enter into an agreement to be drafted by the City Attorney with Lockwood, Andrews, & Newman, Inc. (LAN) for said design in an amount not to exceed \$25,000; and 3) allow the City Manager to authorize a change order to the Stinson Road Waterline project with Dickerson Construction in an amount not to exceed \$205,000 for said construction. **[Foerster]**

In July of this year, the Texas Department of Transportation (TxDOT) plans to let a project to widen the Country Club Bridge over White Rock Creek. On the east side of Country Club Rd (aka FM 1378), the City has a 12-inch waterline.

The new bridge is east of the existing bridge and will be in conflict with the City's waterline.

The engineering firm of LAN is designing the new bridge for TxDOT. Staff plans to engage the services of LAN to prepare a change order for the Stinson Road 12-inch waterline contractor, Dickerson Construction, to relocate the new waterline along Country Club in an effort to save time and money.

MOTION: Councilmember Wayne Millsap made a Motion to approve 1) amending the FY 13-14 budget to include funding design and construction of the 12-inch Country Club waterline in conflict with the widening of the Country Club Bridge over White Rock Creek south of Forest Grove Road; 2) allow the Mayor to enter into an agreement to be drafted by the City Attorney with Lockwood, Andrews, & Newman, Inc. (LAN) for said design in an amount not to exceed \$25,000; and 3) allow the City Manager to authorize a change order to the Stinson Road Waterline project with Dickerson Construction in an amount not to exceed \$205,000 for said construction. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0

16) Discuss and consider amending the FY13-14 budget to include funding for the abandonment of 6,600 feet of eight-inch asbestos-cement waterline. **[Foerster]**

The City currently operates and maintains an eight-inch asbestos-cement waterline from the Country Club/Estelle intersection to the old water tower on W Lucas Road. The waterline runs along the west side of Country Club and the south side of W Lucas Road. This line supplies water to meters along Estates Road and seven meters along Country Club. In connection with the new water service to the new fire station, staff is proposing tying the Estates Road eight-inch waterline into the Country Club 12-inch waterline and move the old city hall tap to the Lucas Road 12-waterline.

Staff is considering adding this work to the Stinson Road Waterline contract as a change order.

MOTION: Councilmember Wayne Millsap made a Motion to amend the FY13-14 budget to include funding for the abandonment of 6,600 feet of eight-inch asbestos-cement waterline, in an amount not to

exceed \$25,000. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

- 17) Discuss and consider the approval of **Ordinance # 2014-05-00781** of the City of Lucas amending the budget for Fiscal Year beginning October 1, 2013 and ending September 30, 2014; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date. **[Exum]**

General Fund

Original Revenue Budget	\$3,607,518
Revised Revenue Budget	\$4,179,936
Change	+\$572,418

Original Expense Budget	\$3,594,514
Revised Expense Budget	\$4,179,613
Change	+\$585,099

Change in General Fund Revenue Budget

Revenue:

Park Dedication Fees	+\$10,000
Seis Lagos FY 12-13 audit true-up	+\$23,314
County Fire Run Reimbursement	+\$24,938
Building Permits	+\$61,105
Ambulance services(1 month delay/no participation from county or City of Parker)	(\$15,000)
Tower Rental Income Verizon	+\$13,800
Gov. Cap Note Proceeds	+\$345,000
Insurance Proceeds guardrail damage	+\$25,500
Brockdale Rd Improvements Funding	+\$75,000
Other misc.	+\$8,761
Total Net Change Revenue	+\$572,418

Change in General Fund Expense Budget

Expense:

City Council – Interviews with City Mgr Candidates	+\$1,259
City Secretary/Advertising - Annexations	+\$3,500
Admin – Unemployment Payments – previous City Manager	+\$8,172
Admin - General Liability Insurance price increase	+\$2,711
Admin - Purchasing Module –council appr 5-15-14	+\$7,400

P Works – BW2 Map update- council approval 5-15-14	+\$30,000
P Works – Guardrail Damage 3-20-14 CC approved	+\$49,500
P Works – Brockdale Road Improvements 5-1-14 CC approved	+\$75,000
Non-Depart – New Phone System	+\$19,000
Non-Depart – Web Filtering 4-17-14 CC approved	+\$5,000
Non-Depart – Reduced fuel Citizens on Patrol (COP) program	(\$2,500)
Fire Dept. funded by Government Capital 11-7-13 CC appr (details to follow)	+\$345,000
Fire Dept. used ambulance 10-17-13 CC approved	+\$27,000
Fire Dept. other adjustments (details to follow)	+\$26,440
Development Services reductions in fuel/repairs	(\$5,964)
<u>Misc. /Other savings from position vacancies</u>	<u>(\$6,419)</u>
Total Net Change Expense	+\$585,099

Fire Department Government Capital Financed

New Ambulance	+\$226,807
Two (2) Life Paks, 1 cot, and 1 chair	+\$ 99,277
Radios – four (4) portable	+\$18,916
Total	+345,000

Fire Department - Other

General Liability Insurance price increase	+\$473
Fuel – Propane due to weather	+\$936
Overtime – turnover in staff – 2 vacancies, remaining overtime to cover is 26 shifts of vacation, six shifts from vacant position, and 12 shifts of holiday.	
Additional amount needed	+\$26,600
Adj to regular wages/pay due to vacancies	(\$11,000)
Training Grant SHSP 11-7-13 CC approved	+\$3,499
Dispatch increase population/pricing	+\$2,105
Equip/supplies/repairs- used ambulance	<u>+\$3,827</u>
Total	+\$26,440

Water Fund

Original Revenue Budget	\$3,225,600
Revised Revenue Budget	<u>\$3,243,458</u>
Change	+\$17,858
Original Expense Budget	\$3,141,709

Revised Expense Budget	<u>\$3,144,735</u>
Change	+\$3,026

Note: Stage 4 Water Restrictions would impact water revenue and the budget would have to be evaluated and adjusted accordingly. This budget has not been revised for Stage 4 water restrictions.

Change in Water Fund Revenue Budget

Revenue:

Increase in trash service accounts	+\$13,000
Increase in wastewater revenue	+\$4,000
Misc./Other	<u>+\$858</u>
Total Net Change Revenue	+17,858

Change in Water Fund Expense Budget

Expense:

Meter costs commercial/residential growth	+\$27,600
Increase in customer accounts trash service	+\$9,300
Reduction in professional fees	(\$6,968)
Reduction in Engineer fees	(\$2,000)
Reduced NTMWD costs from original estimate	(\$6,292)
Reduction equipment capital	(\$12,200)
Misc. /Other savings from position vacancies	(\$8,287)
Misc other charges/credits	<u>+\$1,873</u>
Total Net Change Expense	+\$3,026

Capital Improvements General Fund Projects

Original Funding/Rev	\$1,495,370
Revised Funding/Rev	<u>\$1,250,635</u>
Change	(\$244,735)
Original Expenditure	\$1,807,000
Revised Expenditure	<u>\$2,844,786</u>
Change	+\$1,037,786

Capital Improvements General Fund Projects

Funding Change:

TX Dot/RTR Funding recognized during FY 12/13 audit	(\$251,370)
Interest Capital Fund	<u>+\$6,635</u>

Total (\$244,735)

Expenditure Change:

Fire Dept. Expansion	+\$409,486	Estimate for FY 13/14
W Lucas & CC Intersection	+\$95,300	Carryover from Fiscal Year 12/13 – TX Dot Funded
Estates/Angel Parkway-Constr.	+\$450,000	Pending CC appr 5-15-14
Estates & Angel Parkway-Design	+\$70,000	1-16-14 CC approved
White Rock Bridge ROW	<u>+\$13,000</u>	4-17-14 CC approved
Total	\$1,037,786	

Funding for Capital General Fund Projects

Fire Dept. Expansion	\$686,486	2011 CO
W Lucas & CC intersection	\$100,240	RTR Funds
W Lucas & CC intersection	\$25,060	Road Impact Fees
W Lucas FM 1378/2551	\$1,200,000	RTR Funds
W Lucas FM 1378/2551	\$56,000	Road Impact Fees
W Lucas FM 1378/2551	\$244,000	Collin County Funds
Estates/Angel Pkwy-Design	\$70,000	Road Impact Fees
Estates/Angel Pkwy-Construc.	\$450,000	Road Impact Fees
White Rock Bridge ROW	<u>\$13,000</u>	GF Reserves
Total	\$2,844,786	

Capital Improvements Water Fund Projects

Original Expenditure	\$1,476,633
Revised Expenditures	<u>\$2,246,626</u>
Change	+\$769,993

Expenditure Change:

FM 2551 Gravity Sewer	\$70,000	Carryover costs FY 12-13
Stinson Water Line	(\$262,962)	Project came in under budget
Osage Water Project	+\$129,980	Pending 5-15-14 CC approval
Rock Ridge Water Line(NTMWD constructed) Phase I	+\$500,000	12-19-13 CC approved
Shepard's Creek (Design)	+\$15,500	1-16-14 CC approved

Lost Valley (Construction)	+\$12,975	1-16-14 CC approved
Rock Ridge Phase II (Design)	+\$49,500	2-20-14 CC approved
White Rock Creek Bridge Water Line Adjust.	+\$230,000	Pending 5-15-14 CC approval
FM 1378 abandoned 8 inch water line	<u>+\$25,000</u>	Pending 5-15-14 CC approval
Total	\$769,993	

Funding for Capital Water Fund Projects

FM 2551 Gravity Sewer	\$70,000	Developers Contributions
Stinson Water Line	\$1,195,371	2011 CO
Osage Water Line	\$38,422	2011 CO
Osage Water Line	\$91,558	Develop Contrib. (Reserves)
Rock Ridge Phase I	\$455,755	Water Fund Reserves
Rock Ridge Phase I	\$62,545	Develop Contrib. (Reserves)
Shepard's Creek	\$15,500	Develop Contrib. (Reserves)
Lost Valley	\$12,975	Develop Contrib.(Reserves)
Rock Ridge Phase II	\$49,500	Develop Contrib. (Reserves)
White Rock Creek Water Line Adj	\$110,000	Develop Contrib. (Reserves)
White Rock Creek Water Line Adj	\$120,000	Impact Fees
FM 1378 Abandoned Line	<u>\$25,000</u>	Develop Contrib. (Reserves)
Total	\$2,246,626	

Note: Water Fund Reserves were used to fund Sewer project in FY 12-13. Developers Contributions for sewer are used as Water Fund Reserves in FY 13-14.

Projected 2011 CO Balances as of 9/30/2014

General Fund:

Ending Balance 9-30-13	\$2,757,222
Minus expenditures FY 13-14	<u>-\$686,486</u>
Remaining Balance 9-30-14	\$2,070,736

Water Fund:

Ending Balance 9-30-13	\$1,233,793
Minus expenditures FY 13-14	<u>\$1,233,793</u>

Remaining Balance 9-30-14 \$0

Projected Unrestricted Cash Balance as of 9/30/2014

Prior to GASB 54 Fund Balance Policy Requirements:

General Fund: \$5,069,579 16.1 Months

Water Fund: \$3,593,462 15.6 Months

After GASB 54 Fund Balance Policy Requirements:

General Fund: \$3,152,272 10.0 Months

Water Fund: \$2,196,095 9.6 Months

MOTION: Councilmember Jim Olk made a Motion to approve **Ordinance # 2014-05-00781** of the City of Lucas amending the budget for Fiscal Year beginning October 1, 2013 and ending September 30, 2014; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

18)Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 10:13 p.m. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved by a majority vote of the City Council on June 5, 2014.

Rebecca Mark
Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City Council Special Meeting
May 17, 2014, at 9:00 AM
City Hall - 665 Country Club Road
Minutes**

Call to Order

Mayor Rebecca Mark called the meeting to order at 9:03 AM.

Present (Absent):

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

Staff Present:

City Manager Joni Clarke	City Secretary Kathy Wingo
Development Services Director Joe Hilbourn	
Public Works Director Stanton Foerster	

Regular Session

- 1) Presentation, discussion and provide guidance to staff regarding EXISTING roadway and street projects.
- 2) Presentation, discussion and provide guidance to staff regarding PROPOSED roadway and street projects.
- 3) Presentation, discussion and provide guidance to staff regarding updating the City of Lucas Thoroughfare Plan (last revised September 24, 2007) to include the identification of ARTERIALS.

- 4) Presentation, discussion and provide guidance to staff regarding updating the City of Lucas Thoroughfare Plan (last revised September 24, 2007) to include the identification of COLLECTORS.
- 5) Presentation, discussion and provide guidance to staff regarding design features for Collector Streets deemed a priority based on traffic volume and current condition to include:
 - Blondy Jhune
 - Winningkoff
 - Snider (East/West)
 - Stinson
 - Forest Grove
 - Snider (North/South)

All the above agenda items were combined for the discussion.

City Manager Joni Clarke stated that one of the main goals for today was to discuss the Thoroughfare Plan. Ms. Clarke went on to identify five (5) of the main streets that will be included in the discussion today:

1. Blondy Jhune
2. Winningkoff
3. Forest Grove
4. Stinson
5. Snider

If Council's goal is to protect the quality of life, there is a way to realign some of the arterial roadways, being presently identified as Bethany/W. Lucas Road; Angel Parkway; Osage Lane; and Southview/Country Club.

There is a proposed roadway near Seis Lagos that will be done by the developers that would be gated upon completion.

How these roads are designated is very important as other entities look at our plan for future designs.

According to TxDOT, Parker Road requires 80 parcels along the roadway before consideration of widening the roadway. Most of those parcels are within the City of Lucas.

Council reviewed the current Thoroughfare Plan and identified the ARTERIALS:

Road	Classification	Comments
Parker Road	A	
E. & W. Lucas Roads	B	
McGarity	Remove	
Estelle	D	
Estates Parkway	B	
Blondy Jhune	C	Portion to be straightened out. Roundabout at the intersection of Blondy Jhune & Winningkoff
Country Club	B	
Winningkoff	C	Roundabout at the intersection of Blondy Jhune & Winningkoff.
E. Winningkoff	C	
Forest Grove	C	
Snider	D	
Northbound Snider	C	
Highland Drive/Lewis Lane		Align with Parker, if possible.
Angel Parkway		Not in city limits, but use as arterial.
Stinson/Highland	C	Roundabout, align if possible.
Stinson	C	The northern alignment becomes a D, roundabout along the curved areas
Rock Ridge	C	Not in the city, there was some discussion to align Rock Ridge with Angel Parkway near the Allen retention ponds.

Alison	C	Back access to the commercial, propose realignment with Rock Ridge.
Ingram	C	Roundabout at Travis Ranch & Ingram.
County Club	B	
Southview	B	
Mary Lee/Forest Grove crossing		Remove from the plan.
Scarlett/Blondy Jhune		Proposed roadway, remove from the plan.
Brockdale Park	C	In-city portion, to station 70.
Brockdale Park	B	South, portions 70 +.
Brockdale Park	A	Out of the city.
Osage	D	

The following roads were given priorities for repairs:

- Blondy Jhune 2
- Winningkoff 1
- Snider (East/West) 3
- Stinson 5
- Forest Grove 4
- Snider (North/South) 6

Portion of Snider was removed from the collector list. Preserve what exists, but from a safety and functionality standpoint, determine what will be done for trees alongside the roadways. The city could encourage future developments to plant trees that would be appropriate along the roadway.

Bridges – The bridge on Snider needs to be redone as it floods when there is a heavy rain event. Blondy Jhune has 2 bridges that will need to be replaced soon. It was discussed that the City needs to make them pleasing to the eye but achieve a balance between costs and attractiveness.

Miscellaneous items discussed to incorporate with future roadway repairs/maintenance:

- Medians are to be used only if the developer does the future maintenance.
- Utilities in front of the commercial areas will be buried.
- Perhaps find a way to access the trail off Snider, make it accessible for foot traffic, horse, bicycle traffic where possible.
- Whenever possible use more asphalt for shoulder areas to keep with the country feel.
- Add “Whoa” under the stop signs. This would be unique to Lucas!

6) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 12:05 p.m. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on June 5, 2014.

Rebecca Mark
Mayor

ATTEST:

Kathy Wingo, TRMC, MMC
City Secretary



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Stanton Foerster, Director of Public Works

Agenda Item:

Consent and approve the Pave-It, Inc. contract for construction of the W. Lucas Road fire station driveway in the amount of \$15,373.59 and authorize the Mayor to execute the agreement with a twenty percent (20%) contingency in the amount of \$3,074.72 for a total of \$18,448.31.

Background Information:

The driveway construction was removed from the original W Lucas Road/Country Club Road Intersection project due funding. With the addition of RTR funds to the project, funds are now available to construct a concrete driveway approach between W Lucas Road and the fire station.

Attachments/Supporting Documentation:

1. Pave-It, Inc. Contract

Budget/Financial Impact:

Twenty percent (20%) of the total cost will come from Item 21-8210-491-112, and 80% will be funded using RTR funds.

Recommendation:

Staff recommends approval of this agenda item.

CITY OF LUCAS, TEXAS

PUBLIC WORKS CONSTRUCTION PROJECT

W Lucas Road Fire Station Driveway Construction

Pave-It, Inc.

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City of Lucas, Texas

This Agreement is made by and between the City of Lucas, Texas, a home-rule municipality (hereinafter referred to as the "City") and Pave-It, Inc., (hereinafter referred to as the "Contractor") for construction of W Lucas Road Fire Station Driveway Construction Project, (hereinafter referred to as the "Project"), the City and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The contract between the City and the Contractor, of which this agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this agreement; Pave-It email dated May 19, 2014; Pave-It quote sheet; BW2 Engineers, Inc. plan sheet 1 of 1, Job No. 12-1572, sealed on April 9, 2014, (see attachments); and all Change Orders and Field Orders issued hereafter.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The word "City" includes the City of Lucas, Texas, a municipal corporation, and its public officials, officers, employees, agents and employees. The word "Contractor" includes the Contractor and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings or Product Data, shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings, Plans and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. THE CONTRACTOR ASSUMES ALL RISK OF ERRORS, AMBIGUITIES AND INACCURACIES.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them individually and collectively, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, permits and licenses required of the Contractor, power, water, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

- 1) Pave-It email dated May 19, 2014;
- 2) Pave-It quote sheet; and
- 3) BW2 Engineers, Inc. plan sheet 1 of 1, Job No. 12-1572, sealed on April 9, 2014.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III

CONTRACT TIME

3.1 SUBSTANTIAL COMPLETION

3.1.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.2 TIME

3.2.1 The Contractor shall commence the Work within thirty (30) days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than sixty (60) calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by the Contractor constitutes an agreement that adequate time has been allotted for this Contract, given the Contract Price.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's or Engineer's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 The Contractor shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to and approved by the Engineer and the City on a regular basis as required by the Contract Documents. If no reference is made to construction schedules in the Contract Documents, then construction schedules shall be submitted with each Application for Payment .

3.3 TIME IS OF THE ESSENCE

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION.** The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 The City may, at the City's sole option, elect to allow Contractor to continue with the Work, or may declare Contractor to be in breach and default of the Contract and order Contractor to remove all equipment and personnel from the work site. All remedies for Contractor's late performance shall be nonexclusive and cumulative without waiver of any other, and the City's election of one shall not preclude the City from pursuing any other.

3.3.4 It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract. These delays have been considered and included in the determination of the scheduled completion date and the Contract Price.

3.4 LIQUIDATED DAMAGES; EARLY COMPLETION BONUS

3.4.1 This section is intentionally blank.

3.5 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER

3.5.1 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver thereof and Contractor shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should the Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm. The Contractor shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.3 The Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. The Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of

\$15,373.59

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, or the assessment of liquidated damages or the award of an early completion bonus.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 The Schedule of Values, submitted to and accepted by the City and Engineer at the time of the Contractor's bid, allocates the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall have been prepared, or at the City's or Engineer's request shall be amended prior to the commencement of construction, in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Engineer and the City.

5.2 PAYMENT PROCEDURE

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the City by the Engineer, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 **APPLICATION FOR PAYMENT** - On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the City or the Engineer may require. The Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the City the amount properly owing to the Contractor. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 **STATEMENT OF DELAY** - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.5 **RETAINAGE** - If the Contract Price set forth in Subparagraph 4.1.1 exceeds \$400,000, the City shall withhold retainage of ten (10) percent from each progress payment to secure performance of the Contract and shall deposit in

an interest-bearing account that portion of the retainage withheld that exceeds five (5) percent of the progress payment. If a different percentage is set forth in the Invitation to Bid, then that percentage shall apply.

5.2.6 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City when installed at the Project site, regardless of the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.7 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.8 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict compliance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, likely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all work called for by this Contract and final acceptance by the Engineer and the City);
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.
- (h) failure to submit an updated project schedule in accordance with Subparagraph 3.2.3.
- (i) failure to submit record drawings in accordance with Subparagraph 7.9.1.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within twenty (20) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

5.5 CERTIFICATE OF SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer and the City on the basis of an inspection determine that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence of and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City shall pay the Contractor for all work completed to date, less retainage.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price (including retainage and the interest accrued on the retainage in excess of five (5) percent if the Contract Price is in excess of \$400,000), plus an early completion bonus, if any, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. Liquidated damages shall be deducted first from any earned early completion bonus, then from any sums otherwise due to the Contractor.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver

of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 The City shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Other than interest on retainage in excess of 5% under Paragraph 5.2.5, under no circumstances shall Contractor be entitled to receive interest on any payments or monies due Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE CITY

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The City shall furnish the Contractor, free of charge, two copies of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, if the Contractor fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that the Contractor is not and will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 CITY'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 MUST FOLLOW CONTRACT

7.1.1 The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction. The Contractor shall perform the Work strictly in accordance with this Contract

7.2 PROSECUTION OF WORK

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.2 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.3 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.3.4 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Engineer with the Contractor's manner and means of performing that part of the Work.

7.4 WARRANTY

7.4.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. **THE CONTRACTOR WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.**

7.5 PERMITS; FEES; LICENSES

The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized

representative at the site and shall be authorized to receive and accept any and all communications from the City or the Engineer.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
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So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 WORK SCHEDULE

7.7.1 At the pre-construction meeting, the Contractor shall submit to the City and the Engineer for their information, the Contractor's schedule for completing the Work (also referred to herein as the construction schedule). The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Engineer.

7.7.2 The Contractor's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a default and a material breach of this Contract.

7.8 ON-SITE DRAWINGS

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.9 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

7.9.1 The Contractor shall submit, with each Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Engineer's plans and specifications and the Contract Documents.

7.9.2 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.3 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. The Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials during construction and, upon completion of construction, shall clean the site and remove all such material together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a landfill approved by the Texas

Commission on Environmental Quality. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT WAIVING THE CITY'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.12.2 The Contractor will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a standard form Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Engineer to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor shall coordinate any utility conflicts with the owner of the utility and no extension of time will be requested or given if adequate coordination is not provided by Contractor.

7.17.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the scheduled completion date. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Engineer and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ENGINEER

8.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Engineer, or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or re-designated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer, the title of Contract Administrator, or the fact that the Engineer is an employee of the City.

In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer and the status of the replacement Engineer shall be that of the former Engineer.

8.2 ENGINEER'S ADMINISTRATION

8.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and the Contractor shall communicate with each other in the first instance through the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Engineer shall determine all claims and matters in dispute between the Contractor and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Engineer within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute and the Engineer shall render a written decision within a reasonable time thereafter. The Engineer's decisions shall be final and binding on the parties. In the event that either party objects to the Engineer's determination as to any submitted dispute, that party shall submit a written objection to the Engineer and the opposing party within ten (10) days of receipt of the Engineer's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the City's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.4 EXTRA WORK

8.4.1 The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.4.2 The parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

8.5 CLAIMS FOR ADDITIONAL COSTS OR TIME; CONTRACT PRICE INCREASE

8.5.1 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the Engineer written notice of such claim within seven (7)

days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any right to or claim for additional compensation.

8.5.2 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors. The City shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

8.5.3 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.6 FIELD ORDERS

8.6.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.7 MEDIATION

8.7.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Engineer and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Engineer's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.7.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Engineer in accomplishing the timely completion of the Project.

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor.

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties, and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the City or the Engineer require, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental

costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the City, be uncovered for the Engineer's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time or Contract Price.

11.1.2 If any of the Work is covered in a manner consistent with the Engineer's request or the provisions of this Contract, it shall, if required by the Engineer or City, be uncovered for the Engineer's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the Engineer's services and expenses made necessary thereby.

11.2.2 If within twelve (12) months after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this four year obligation to specifically correct

defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the twelve (12) month time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so at its sole discretion. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT DEFAULT AND TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon fifteen (15) days' written notice to the City and the Engineer, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the City shall have fifteen (15) days to remedy its failure and if not so cured, the Contractor may terminate performance under this Contract by written notice to the Engineer and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE CITY

12.2.1 FOR CONVENIENCE

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

12.2.1.5 The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly by amounts withheld by the City and reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 The following constitute grounds for termination of this Contract by the City:

(a) the Contractor's failure or refusal to prosecute the Work in a timely manner;

(b) The Contractor abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City;

(c) the Contractor fails to meet milestones or comply with approved construction schedules;

(d) the Contractor fails to grant or allow access to the jobsite by the City or Engineer;

(e) the Contractor fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials;

(f) the Contractor fails to make prompt payment to Subcontractors or for materials or labor;

(g) the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or,

(h) the Contractor is otherwise guilty of a violation of a material provision of this Contract.

In the event of the occurrence of any one or more of the above events, the City may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor, exclude the Contractor from the job site, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.3 USE OF THIRD-PARTY OVERSIGHT OR CONSTRUCTION MANAGER

12.3.1 Should the City allow the Contractor to continue its performance of Work notwithstanding an event of default specified in Subparagraph 12.2.2.1, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

ARTICLE XIII

INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at its own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this Contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	As set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products &

	Completed Operations Aggregate.
City's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

13.3 ADDITIONAL INSURED

13.3.1 The City and the Engineer shall be named as an additional insured on the Commercial General Liability (Public), City's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

13.4.1 Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the City of Lucas, Attention: Stanton Foerster, 665 Country Club Road, Lucas, TX 75002-7651.

13.5 PREMIUMS AND ASSESSMENTS; SUBROGATION

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor. Insurance Companies shall have no right of subrogation against the City or the Engineer.

13.6 CERTIFICATE OF INSURANCE

13.6.1 Proof that the insurance is in force shall be furnished to the City on Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City, the contractor shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City, for its benefit, including self-insurance.

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice shall comply with the requirements established by the Division of Workers Compensation of the Texas Department of Insurance, or its successor agency.

and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (D) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (F) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Exclusive venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Collin County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

14.5 FORCE MAJEURE

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if the Contractor's failure to perform continues for more than twenty (20) calendar days, the City may at its option terminate this Agreement immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2.2 of this Contract.

14.6 IMMUNITIES; DEFENSES

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.7 NO RIGHTS IN THIRD PARTIES

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

14.8 SEVERABILITY

14.8.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.9 AMENDMENTS; NO WAIVER

14.9.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.10 NOTICES

14.10.1 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed to the other party or Engineer at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Engineer.

EXECUTED in single or multiple originals, this _____ day of _____, 2014.

CITY OF LUCAS, TEXAS

CONTRACTOR:

Pave-It, Inc.

Rebecca Mark
Mayor

(Signature)

ATTEST:

(Type/Print Name)

Kathy Wingo, TRMC, MMC
City Secretary

(Type/Print Title)

APPROVED AS TO FORM:

(Street Address)

Joe Gorfida, Jr.
City Attorney

(City/State/Zip)



City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014

Name & Title of Requestor: Joseph Hilbourn, Development Services Director

Agenda Item:

Discuss and consider the approval of **Ordinance # 2014-06-00782** amending the City of Lucas Code of Ordinances by amending Chapter 5 titled “Fire Prevention and Protecting” by amending Article 5.03 “Fire Code” by amending Section 3301.1.3 of the International Fire Code 2003 Edition to prohibit the use of fireworks within 5,000 feet outside the City Limits of the City of Lucas.

Background Information:

At the May 15, 2014 regular City Council meeting, Fire Marshal Jason Browning gave a presentation regarding the current conditions and the impact to the safety and welfare of the public as it relates to the risk of fire for the upcoming Fourth of July holiday.

The Lucas City Council discussed the safety of its residents and requested that staff continue to evaluate the City’s authority to regulate the igniting of fireworks within 5,000 feet of its city limits. The use of fireworks increases the risk of fire and in light of our current drought-related conditions, the City Council would be proactively reducing the risk of fire.

Attachments/Supporting Documentation:

1. Ordinance # 2014-06-00782 will be provided separately from the packet.

Budget/Financial Impact:

N/A

Recommendation:

Staff recommends allowing the sale of fireworks during the 2014 Fourth of July season but NOT permitting the use of fireworks this season. If requested to do so, staff will bring forward an additional ordinance to prohibit the sale of fireworks at the July 17, 2014 City Council meeting.

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

ORDINANCE # 2014-06-00782
[AMENDING CODE OF ORDINANCE CHAPTER 5]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5 “FIRE PREVENTION AND PROTECTION” BY AMENDING ARTICLE 5.03 “FIRE CODE” BY AMENDING SECTION 5.03.002, AMENDMENTS TO THE 2003 EDITION OF THE INTERNATIONAL FIRE CODE, BY AMENDING SECTION 3301.1.3 “FIREWORKS” BY PROVIDING REGULATIONS PROHIBITING THE USE OF FIREWORKS WITHIN 5,000 FEET OUTSIDE CITY LIMITS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 217.042 of the Texas Local Government Code permits a city to prohibit any nuisance within the limits of the municipality and within 5,000 feet outside the limits; and

WHEREAS, the City of Lucas currently prohibits the possession, manufacture, storage, sale, handling and use of fireworks within the City limits but does not extend the regulations to within 5,000 feet outside the limits; and

WHEREAS, the City Council of the City of Lucas finds that the use of fireworks within 5,000 feet outside the City limits is a nuisance and finds that it is in the best interest of the City to prohibit the use of fireworks within 5,000 feet outside the City limits;

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 5 “Fire Prevention and Protection”, by amending Article 5.03 “Fire Code” by amending Section 3301.1.3 “Fireworks”, to read as follows:

“CHAPTER 5
FIRE PREVENTION AND PROTECTION

...

ARTICLE 5.03 FIRE CODE

...

Section 3301.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of

fireworks are prohibited within the city limits. The use of fireworks is also prohibited within 5,000 feet outside the city limits.

Exceptions:

1. Only when approved for fireworks displays, storage and handling of fireworks as provided in sections 3304 and 3308.
2. The use of fireworks for approved display as permitted in Section 3308.
3. The sale of fireworks shall be permitted within 5,000 feet outside the city limits.

...”

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

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

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

Section 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 5TH DAY OF JUNE, 2014.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(03-18-14/66377)

Kathy Wingo, TRMC, MMC, City Secretary



City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014

Name & Title of Requestor: Joe Hilbourn, Development Services Director

Agenda Item:

Consent and approve an application for a preliminary plat for a parcel of land situated in ABS A 0349 John Gray Survey, Tract 10, being a 30.6018± acres, located at the southwest corner of the intersection of Highland Drive and Stinson Road.

Background Information:

The Estates at Stinson Highlands is currently in the city's ETJ. There is an approved development agreement that gives consideration to annexation, zoning, number of lots, and special conditions. The development agreements lists R-1 for consideration for zoning, must annex within ten days of final plat approval plus special conditions.

1. Lot size minimum one acre, with a minimum of `150' of road frontage.
2. Setbacks: 50' front, 30' rear, 20' each side (or ten percent of lot width whichever is less)
3. Accessory building not to exceed 50% of the first floor air conditioned space of the main residence, must be made of the same materials as the main residence and must be behind the main residence.

There is an approved concept plan that is part of the approved development agreement. The plat submitted substantially conforms to the approved concept plan. The only difference is the straight away were given curves to add character.

Attachments/Supporting Documentation:

1. Estates at Stinson Highlands Preliminary Plat

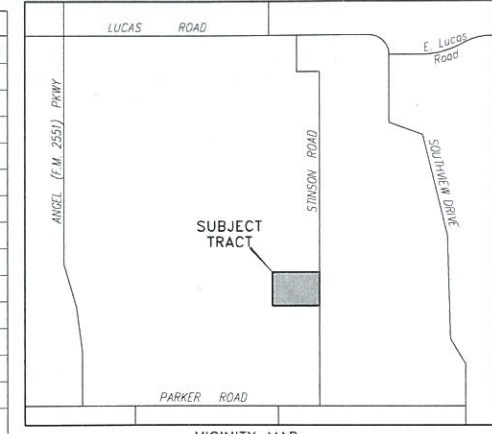
Budget/Financial Impact:

Eventually this development will add 22 rooftops to the tax roll.

Recommendation:

This is an administrative approval, the plat meets or exceeds the city's minimum requirements.

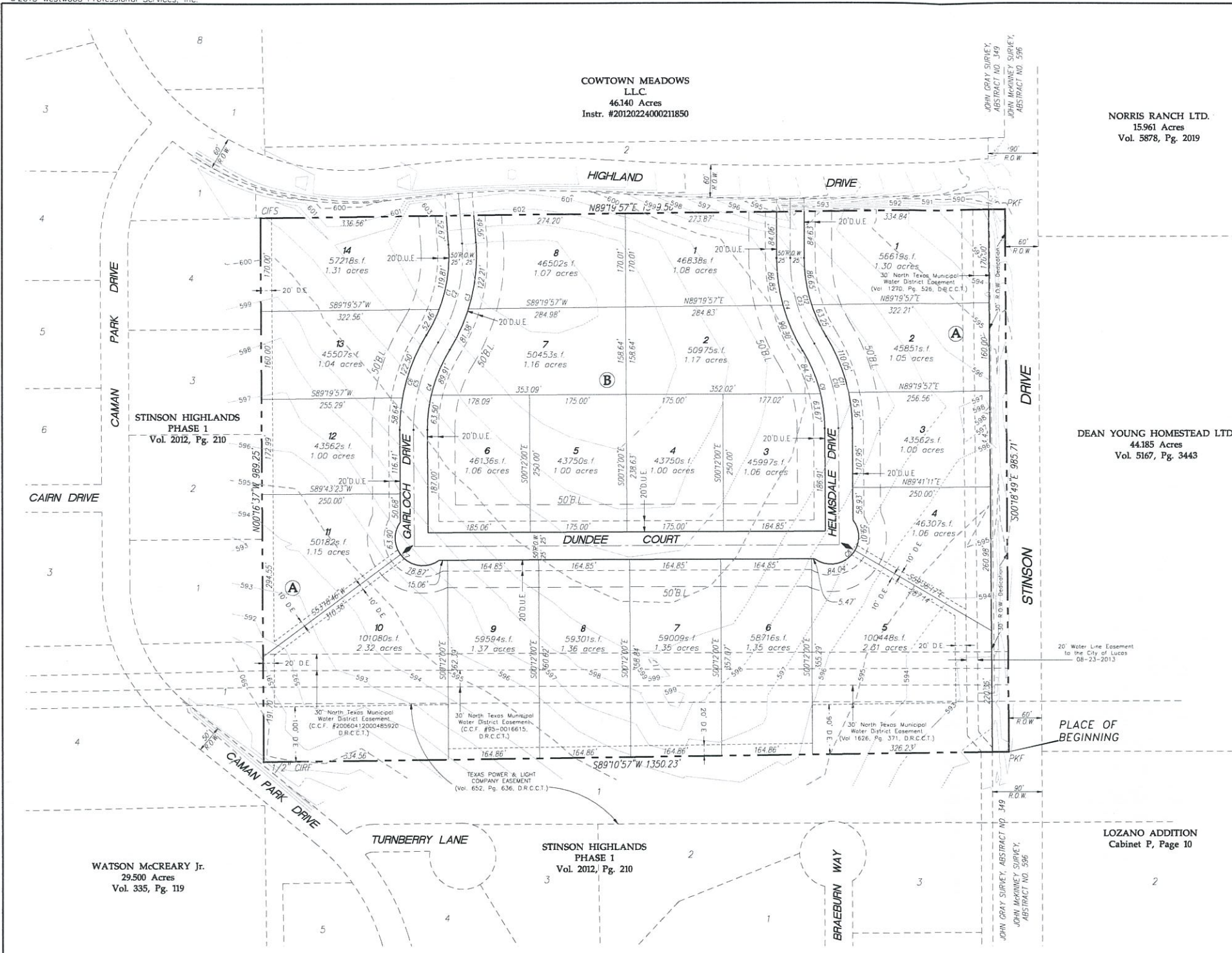
Curve Table				
Curve #	Delta	Radius	Chord Bearing	Chord Length
C1	35°53'31"	275.00'	N 13°42'59" E	169.47'
C2	35°53'31"	300.00'	N 13°42'59" E	184.87'
C3	35°53'31"	325.00'	N 13°42'59" E	200.28'
C4	31°56'21"	275.00'	S 15°41'34" W	151.32'
C5	31°56'21"	300.00'	S 15°41'34" W	165.08'
C6	31°56'21"	325.00'	S 15°41'34" W	178.83'
C7	163°36'43"	50.00'	S 45°15'50" E	98.98'
C8	163°55'44"	50.00'	N 44°42'20" E	99.02'
C9	30°55'28"	275.00'	N 15°46'33" W	146.63'
C10	30°55'28"	300.00'	N 15°46'33" W	159.96'
C11	30°55'28"	325.00'	N 15°46'33" W	173.29'
C12	31°13'50"	275.00'	S 15°37'22" E	148.05'
C13	31°13'50"	300.00'	S 15°37'22" E	161.51'
C14	31°13'50"	325.00'	S 15°37'22" E	174.97'



VICINITY MAP
NOT TO SCALE

LEGEND

- H O A - Homeowners Association
- UE - Utility Easement
- DE - Drainage Easement
- BL - Building Line
- WME - Wall Maintenance Easement
- CIRS - 5/8" Iron rod with yellow cap stamped "Westwood PS" set
- CIRF - Capped Iron rod found
- PKF - P K nail found
- O.P.R.C.C.T. - Official Public Records, Collin County, Texas
- P.R.C.C.T. - Plat Records, Collin County, Texas
- ◆ - Denotes Street Name Change



Notes

- SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- NO 100 YEAR FLOOD PLAIN EXISTS ON THE SUBJECT PROPERTY ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 48085C0415J, DATED JUNE 02, 2009.
- THE NTMWD EASEMENT RESTRICTS CONSTRUCTION OF PERMANENT STRUCTURES SUCH AS FOUNDATIONS, WALLS, POOLS AND PERMANENT STORAGE BUILDINGS. ITEMS SUCH AS DRIVEWAYS, FENCES, SPRINKLER SYSTEMS AND NORMAL LANDSCAPING PLANS THAT ENCRDACH ON THE NTMWD EASEMENTS ARE ALLOWED. FENCE POST FOUNDATIONS ARE RESTRICTED TO AN INSTALLATION DEPTH NO DEEPER THAN 18" BELOW FINAL GROUND ELEVATION. HOWEVER, THE NTMWD ASSUMES NO RESPONSIBILITY FOR DAMAGES RESULTING FROM THE NEED TO REPAIR OR MAINTAIN THE NTMWD PIPELINES. FURTHER, ANY COST FOR REPAIR FOR DAMAGE TO THE PIPELINES RESULTING FROM CONSTRUCTION BY THE DEVELOPER, CONTRACTOR OR OWNER WILL BE RESPONSIBILITY OF THE DEVELOPER, CONTRACTOR OR OWNER.

CITY APPROVAL CERTIFICATE

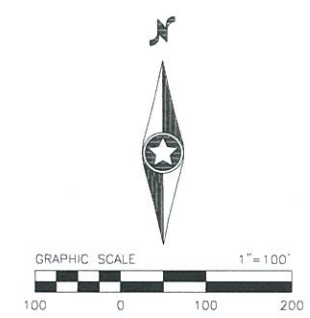
This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas

A
PRELIMINARY PLAT-FOR INSPECTION PURPOSES ONLY
OF
THE ESTATES AT STINSON HIGHLANDS
LOTS 1-14, BLOCK A & LOTS 1-8, BLOCK B
OUT OF THE
JOHN GRAY SURVEY, ABSTRACT NO. 349
IN THE
CITY OF LUCAS, COLLIN COUNTY, TEXAS
30.6018 ACRES
22 RESIDENTIAL LOTS

OWNER/DEVELOPER: McCREARY DONIHOO PARTNERS LTD.
4925 GREENVILLE AVENUE, SUITE 1020
DALLAS, TX. 75206
TEL: 214-368-0238
STEVE L. SALLMAN

ENGINEER/SURVEYOR:
TIPTON ENGINEERING
a division of Westwood
2740 North Dallas Parkway,
Suite 280 Plano, Texas 75093
(214) 793-4640
Firm No. F-11756
Survey Firm No. 10074301
Richard.hovass@westwoodps.com
Richard Hovass

APRIL 17, 2014 Sheet: 1 OF 2



STATE OF TEXAS §
COUNTY OF COLLIN §

Whereas McCREARY DONIHOO PARTNERS LTD. is the owner of a tract of land situated in Collin County, Texas out of the John Gray Survey, Abstract No. 349 and being all of a 2 acre tract of land and all of a 28 acre tract of land conveyed to Leslie McCreary and Gladys McCreary according to the deed filed for record in Volume 595, Page 197, Deed Records, Collin County, Texas and being all of Tract Two and Tract Three conveyed to McCreary Family Trust according to the deed filed for record in Volume 4844, Page 2894, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a P.K. nail found in asphalt in Stinson Road, an undedicated right-of-way, the southeast corner of said 28 acre tract, the northeast corner of a 27.278 acre tract of land conveyed to John A. Young and Patsy Dean Young according to the deed filed for record in Volume 5167, Page 3453, Deed Records, Collin county, Texas, and the southwest corner of a 29.185 acre tract of land conveyed to Young Dean Homestead, Ltd. according to the deed filed for record in Volume 5167, Page 3443, Deed Records, Collin county, Texas;

THENCE, departing Stinson Road and along the south line of said 28 acre tract and the north line of said 27.278 acre tract, South 89 degrees, 34 minutes, 08 seconds West, a distance of 1349.62 feet to a 5/8" iron rod set with red plastic cap stamped 'R.P.L.S. 5199', the southwest corner of said 28 acre tract, the northwest corner of said 27.278 acre tract, and lying in the most southerly east line of a 143.35 acre tract of land conveyed to Sue W. Hodgdon according to the deed filed for record in Volume 587, Page 38, Deed Records, Collin County, Texas;

THENCE, along the west line of said 2 acre tract and said 28 acre tract, and the most southerly east line of said 143.35 acre tract, as affected by Boundary Line Agreement recorded in County Clerk's File No. 20060428000567740, Deed Records, Collin County, Texas, North 00 degrees, 03 minutes, 58 seconds East, a distance of 989.29 feet to a 5/8" iron rod set with plastic cap stamped 'R.P.L.S. 5199', the northwest corner of said 2 acre tract, from which a 3/8" iron rod found bears South 89 degrees, 42 minutes, 44 seconds, West, a distance of 7.68 feet, a 1/2" iron rod found with cap stamped "R.P.L.S. 5439" bears North 89 degrees, 42 minutes, 44 seconds, East, a distance of 7.68 feet;

THENCE, along the north line of said 2 acre tract, and the most easterly south line of said 143.35 acre tract, North 89 degrees, 42 minutes, 44 seconds East, a distance of 1349.95 feet to a P.K. nail set in Stinson Road, the northeast corner of said 2 acre tract, a southeasterly corner of said 143.35 acre tract, and lying in the westerly line of a 26.027 acre tract of land conveyed to Warren L. Norris according to the deed filed for record in Volume 5009, Page 699, Deed Records, Collin County, Texas;

THENCE, along the east line of said 2 acre tract and said 28 acre tract, and the westerly line of said 26.027 acre tract, and along Stinson Road, South 00 degrees, 05 minutes, 11 seconds West, passing the southwest corner of said 26.027 acre tract, the northwest corner of said 29.185 acre tract at 72.79 feet, and continuing along the common line of said 28 acre tract, said 29.185 acre tract, and along Stinson Road for a total distance of 985.92 feet to the POINT OF BEGINNING and containing 1,333,015 square feet or 30.6018 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That McCREARY DONIHOO PARTNERS LTD., Owners do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as THE ESTATES AT STINSON HIGHLANDS, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, we certify that we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat.

Furthermore, as the owner of the property described herein and in consideration of establishing the subdivision described herein, we agree to the following:

Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;

The homeowners' association shall have the authority to collect membership fees;

As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.

The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas, and attach a lien upon each individual lot for the prorated costs of abatement.

The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit in connection with the City's maintenance of common areas.

The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing Landscaping, additional areas for sidewalks, walls or other amenities enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

McCREARY DONIHOO PARTNERS LTD.

By: Warner Land Advisors, L.P.

General Partner

By: Warner Capital, L.L.C.

General Partner

By:

Steve Sallman,

Manger

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE _____ DAY OF _____, 2014 ATTEST:

Chairperson, Planning and Zoning Commission

Zoning Secretary

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

This is to certify that I, Harry L. Dickens a Registered Professional Land Surveyor of the State of Texas, having plotted the above subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Released for review only 7-09-2013
In accordance with Texas Board of Professional Land Surveying Rule 663.18(c), 29 I.A.C. 663.18(c) this is a preliminary document, and shall not be signed or sealed "Preliminary, this document shall not be recorded for any purpose."

Harry L. Dickens
Registered Professional
Land Surveyor No. 5939

THE STATE OF TEXAS)(

COUNTY OF COLLIN)(

BEFORE ME, the undersigned authority, on this day personally appeared Harry L. Dickens, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WESTWOOD, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE, this _____ day of _____, 2014

Notary Public in and for the State of Texas

CITY APPROVAL CERTIFICATE

This plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas

A
PRELIMINARY PLAT-FOR INSPECTION PURPOSES ONLY
OF

THE ESTATES AT STINSON HIGHLANDS

LOTS 1-14, BLOCK A & LOTS 1-8, BLOCK B

OUT OF THE

JOHN GRAY SURVEY, ABSTRACT NO. 349

IN THE

CITY OF LUCAS, COLLIN COUNTY, TEXAS

30.6018 ACRES

22 RESIDENTIAL LOTS

OWNER/DEVELOPER: McCREARY DONIHOO PARTNERS LTD.
4925 GREENVILLE AVENUE, SUITE 1020
DALLAS, TX, 75206
TEL: 214-368-0238
STEVE L. SALLMAN

ENGINEER/SURVEYOR:

 TIPTON ENGINEERING
a division of Westwood

2740 North Dallas Parkway,
Suite 280 Plano, Texas 75093
(214) 793-4640
Firm No. F-11756
Survey Firm No. 10074301
Richard.hovas@westwoodps.com
Richard Hovas

APRIL 17, 2014

Sheet: 2 of 2

THE ESTATES AT STINSON HIGHLANDS



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Discuss and consider the approval of contracting with Collin County Elections Administration to conduct any and all future elections for the City of Lucas.

Background Information:

The May 10, 2014 Special Election was completed recently, with 567 registered voters casting a vote. During the Early Voting city staff conducted the election and on Election Day 5 individuals were hired to conduct the election. While the past elections have been conducted by the City it is becoming more and more apparent that staff will no longer be able to help with the election and keep up with their dedicated duties. There were times during this past election that it put an undue burden on staff just to keep all positions covered while voting was going on.

During Early Voting, staff processed 351 voters. 73 of 351 voters inquired why it was necessary to go to two different locations to cast their ballots for the city and school elections. Early Voting Clerks made sure that each voter who came in to cast their ballot in the city's election were told where they could go to cast their ballot in the school's election as well.

The City of Lucas was one of two entities who did not contract with Collin County Elections Administration for the May 2014 Special Election, the other entity being Blue Ridge ISD.

Collin County Elections Administration has been doing "vote centers" during election periods. This allows any Collin County resident to vote at any of the polling locations throughout the county. When Collin County Elections Administration conducts the elections voters are able to go to any polling location within the county to cast their ballot. This is such a convenience to the voter and should prove to get more people out to vote.

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

The November 2013 Local Option Election, conducted by Collin County Elections Administration, cost \$5,579.08.

The May 2014 Special Election, conducted by the City, cost \$5,559.10. This does not include normal business hours when employees were away from their desks covering the polling location and the impact to the organization. It proved to be difficult at times to cover the polling location with the amount of work staff is presently doing.

Recommendation:

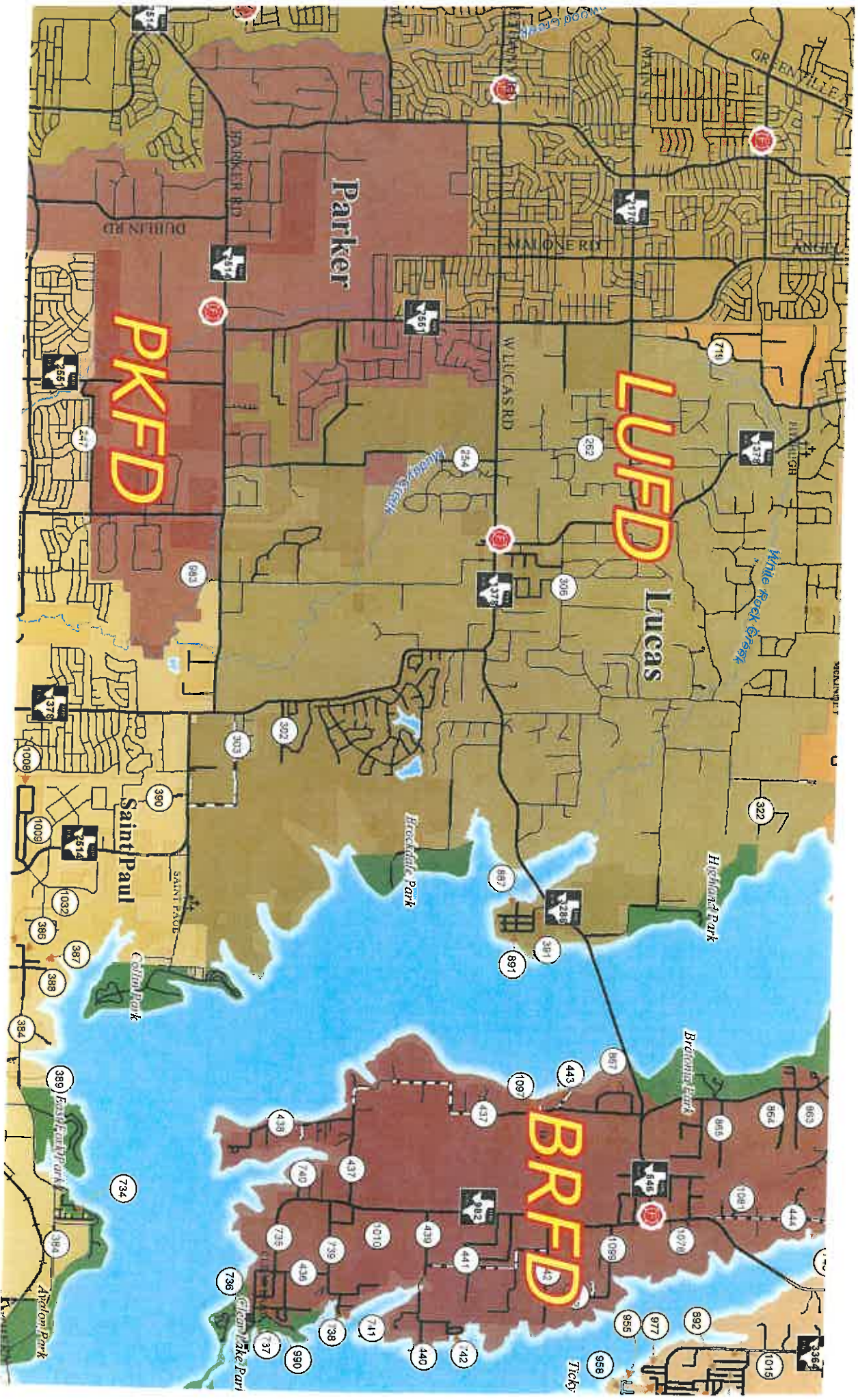
Staff recommends contracting with Collin County Elections Administration for any and all future elections.

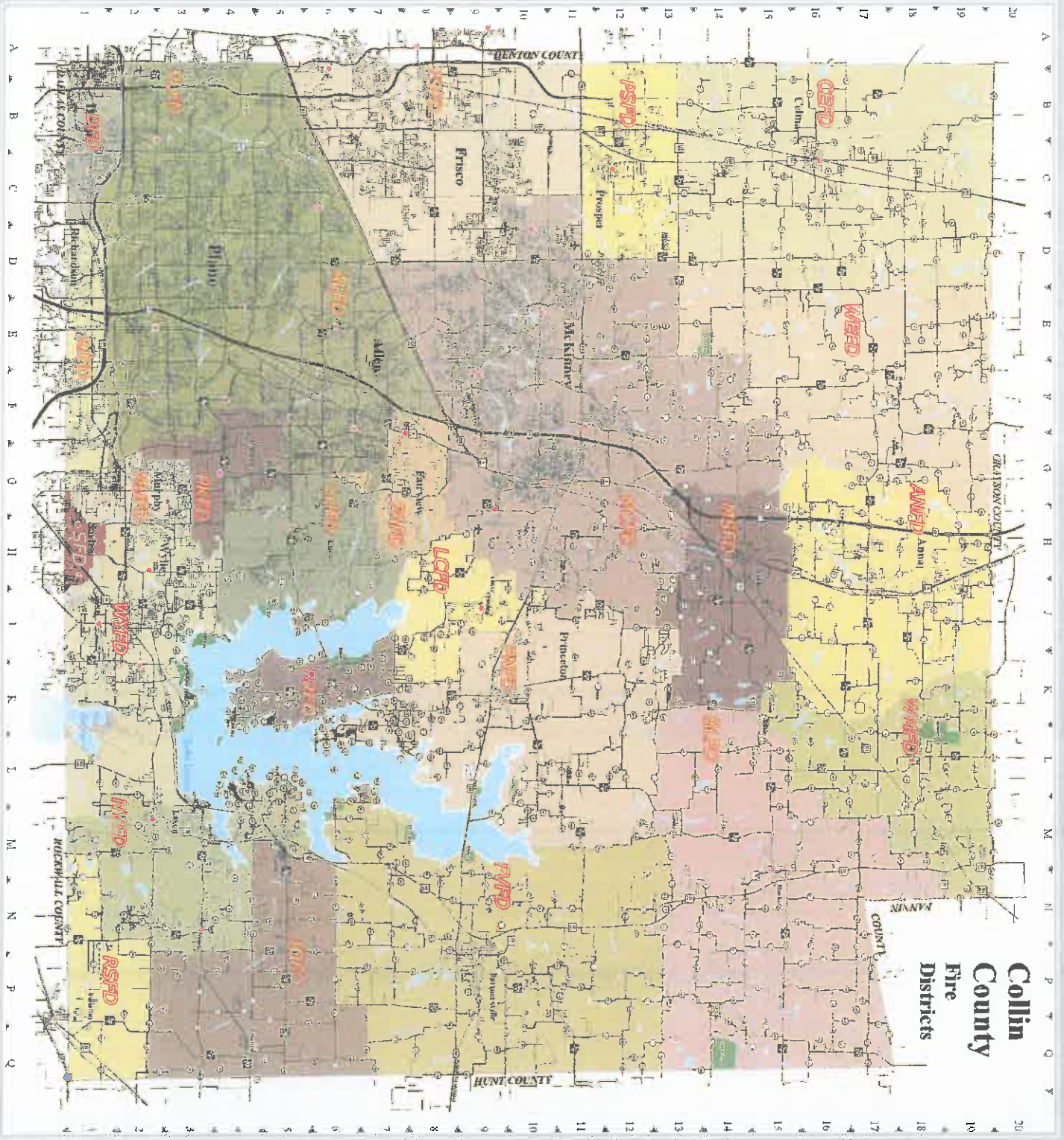
Fire Rescue Workshop – June 5, 2014

Item 9a – Service Area

Backup Material:

1. Map of Fire District
2. Official Annexation & Development Agreement Map
3. Lucas Subdivision/Parcels outside city limits spreadsheet





Collin County Fire Districts



Information Technology

Plans > 200,000

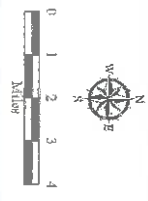
McKinney 50,000 - 200,000

Wylie 5000 - 49,999

Plano 2000 - 4999

Legend

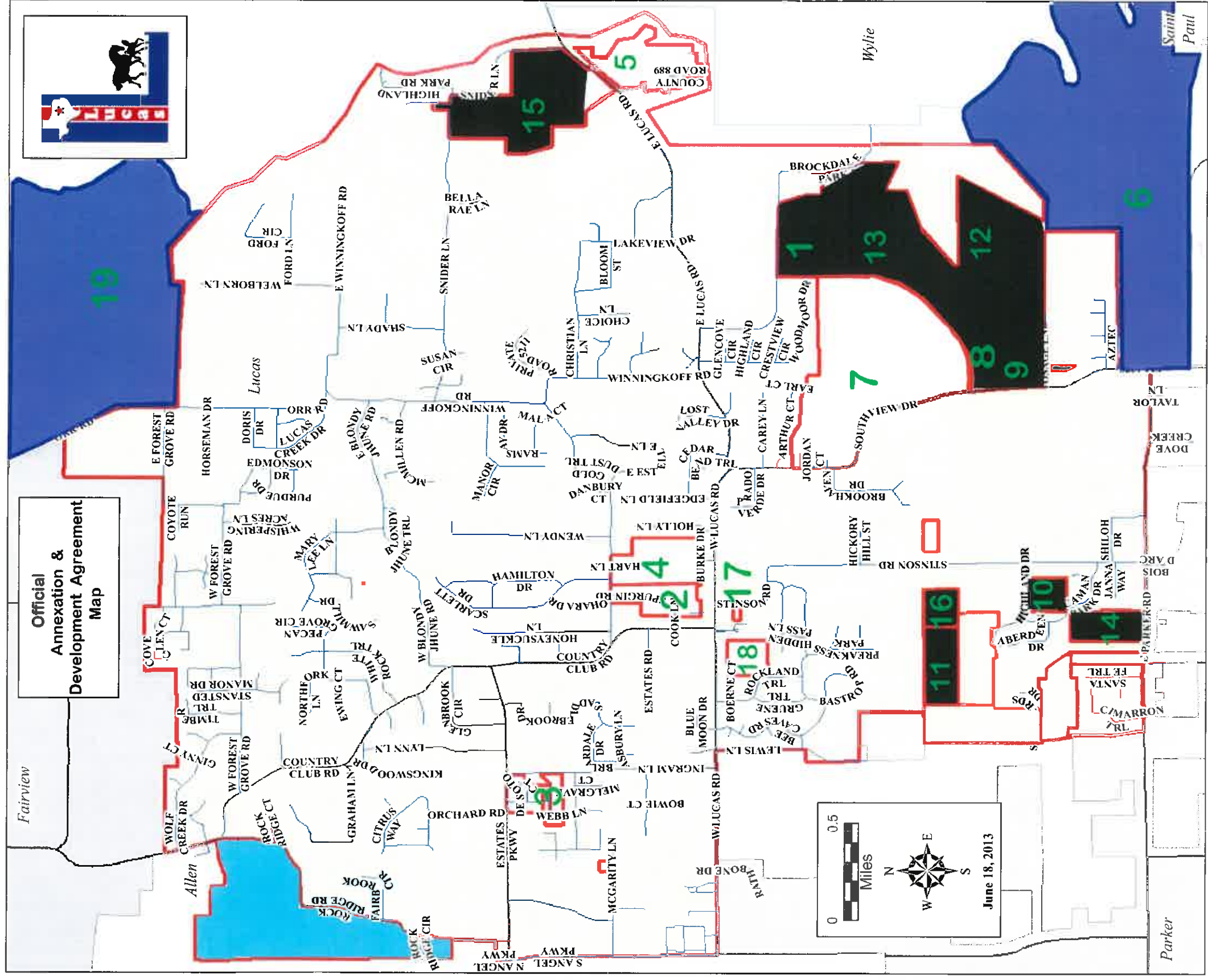
- Paved
- Road
- Dirt
- Urban
- Private
- Cemetery
- Airport
- Interstate
- US Highway
- State Highway
- Business
- Spur
- Farm to Market
- County Road
- Fire Station



Some of the map data from Fire Collin County GIS was derived from aerial photography. Collin County GIS is not responsible for any errors or omissions in this data. Collin County GIS is not responsible for any errors or omissions in this data. Collin County GIS is not responsible for any errors or omissions in this data.



**Official
Annexation &
Development Agreement
Map**



June 18, 2013

Fairview

Wylie

Parker

Dove Creek

Taylor Ln

Aztec

Samil Paul

Lucas Sub-Divisions/Parcels outside City Limits

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

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

Fire Rescue Workshop – June 5, 2014

Item 9b – Department of Public Safety Concept

Backup Material:

1. Michigan State University article dated August 2012 on *Public Safety Consolidation: What Is It? How Does it Work?* by Wilson, Weiss and Grammich

August 2012

Public Safety Consolidation: What Is It? How Does It Work?

Jeremy M. Wilson

Alexander Weiss

Clifford Grammich

Prepared for the Office of Community Oriented Policing Services

Preface

The provision of public safety services is among the most challenging tasks a community faces. Among the reasons for this is that expenditures for public safety are among the largest outlay local communities make. Since the economic recession of 2008 and 2009, communities have found it increasingly difficult to maintain proper staffing levels, provide basic police service, and deliver certain functions. Decision-makers in state and local governments have sought to respond to these challenges in several ways, including the consolidation of police and fire services into single, public service agencies. Communities pursuing this option quickly discover that what is known about public safety consolidation is largely anecdotal and based upon scattered and dated case studies. Many questions remain about the options for and feasibility of public safety consolidation and what may contribute to its success or failure.

Researchers at Michigan State University are working with the Office of Community Oriented Policing Services (COPS Office) to develop the needed evidence-based lessons. In this report, we present some preliminary results of our work. It features data the research team has been gathering as well as insight derived from practitioners who participated in two focus groups hosted by the team in Dallas, Texas, and Grand Rapids, Michigan.

About this BOLO

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office) present the BOLO series, supporting the publication and dissemination of experiences and implications discovered during ongoing research in the field, with the goal of regularly communicating these resources to the law enforcement community at large. "Be on the lookout" for these field-driven, evidence-based resources that will help illuminate the nature, function, context, costs, and benefits of community policing innovations. For questions about this specific report and consolidation research activities underway, contact Dr. Jeremy Wilson, Associate Director for Research and Associate Professor, at jwilson@msu.edu or 517.353.9474.

The Increasing Challenge of Providing Public Safety Services

The provision of public safety services is among the most challenging tasks a community faces. Among the reasons for this is that expenditures for public safety are among the largest outlay local communities make. In 2009, local governments spent more than \$80 billion on police services and more than \$40 billion on fire services (U.S. Census Bureau 2009).

Further adding to this difficulty is that personnel costs are typically about 80 percent of a police or fire budget (Wilson, Rostker, and Fan 2010; Shaitberger 2003). Collective-bargaining agreements can reduce flexibility in managing these workforces, especially if they require minimum staffing levels. Public safety employees have also garnered public support for maintaining current levels of staffing and services.

Yet recent economic changes have greatly affected the ability of communities to maintain public safety services. For many, standard budget-reducing responses, such as marginal cuts, have not been enough to balance local budgets. Traditional reluctance to cut public safety services has given way to dramatic and unprecedented decisions. These have included hiring freezes, layoffs, furloughs, or even disbanding of departments (COPS 2011; Melekian 2012; PERF 2010; Wilson et al. 2011). Many communities have also experimented with alternative modes of public safety service delivery.

One such experiment has been to consolidate police and fire services. This type of consolidation has long existed. Grosse Point Shores, Michigan, created perhaps the first public-safety department in the

early 20th century (Matarese et al. 2007). Sunnyvale, California, created a public-safety department from a small professional police force and a volunteer fire force in 1950. It has grown the department to match its rapid population growth, from less than 10,000 to more than 140,000, since then. Yet such consolidation has been receiving greater attention in recent years as municipalities struggle with fiscal constraints. Public safety service consolidation may be:

- Nominal, with executive functions consolidated under a single chief executive but no integration of police and fire services
- Partial, with partial integration of police and fire services, cross-trained public safety officers working alongside separate functional personnel, and consolidation within administrative ranks
- Full, with full integration of police and fire services, cross-trained public safety officers, and consolidated management and command

Despite the need for creative solutions to the problem of providing public safety services in times of fiscal constraint, practitioners and decision-makers have few systematic, data-driven lessons to which they can turn. What is known about public safety consolidation in particular is largely anecdotal and based upon scattered and dated case studies. Many questions remain about the options for and feasibility of public safety consolidation and what may contribute to its success or failure.

To develop evidence-based lessons, researchers at Michigan State University are working with the Office of Community Oriented

This project was supported by Grant Number 2011-CK-WX-K011 awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues. The Internet references cited in this publication were valid as of the date of this publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity.

Policing Services (COPS Office). Our assessment includes a literature review, focus group summits, a census and survey of consolidated bodies, multiple case studies, and an opinion survey of residents in Michigan, where public safety consolidation appears to be most prevalent. The goal of this work is to develop concrete, research-based lessons about the nature, structure, function, and implementation of public safety consolidation as well as an understanding of its costs and benefits, including when it will or will not work.

In this report, we present some preliminary results of our work. It features data the research team has been gathering as well as insight derived from practitioners who participated in two focus groups hosted by the team in Dallas, Texas, and Grand Rapids, Michigan. Below, we review some of the perceived benefits and costs of such public safety consolidation, its prevalence, and the state of research on such models. We present three brief case studies from Sunnyvale, California, Highland Park, Texas, and East Grand Rapids, Michigan. These help us illustrate the variation in implementation of the model. The variation of these communities helps us show how consolidation may differ by community attributes, timing, nature, reasons, staffing levels, workloads, and other challenges. We supplement the case studies with insights from two focus-group summits of public safety directors and others involved in the consolidation process and a summary of key issues. We conclude with an overview of pending research on public safety consolidation.

Benefits of Public Safety Models

Among the perceived benefits consolidation may offer is increased efficiency in provision of public safety services. Public safety consolidation can reduce the total need for line staff. It can also reduce duplication in administration, communication services, and physical infrastructure. Those participating in Michigan State University's focus groups also pointed out the key advantage of having a broadly trained officer who can arrive on the scene of an incident and immediately assess the equipment and resources required, along with their most effective positioning. This can frequently prevent the needless dispatch of large equipment (and certain personnel) that is not only expensive to operate, but can place the community at risk (when driving quickly from location to location).

Public safety consolidation can also help communities meet evolving needs. Changes in the fire industry help illustrate this. The fire industry has evolved from fire suppression to greater provision of emergency medical services. From 1983 to 2010, the number of fires to which fire departments responded decreased by 43 percent (this number is 59 percent down from 1977) (NFPA 2011a). At the same time, the number of career firefighters increased 48 percent, and the number of fire departments increased 7 percent (NFPA 2011b). While there are more firefighters to fight fewer fires, medical-aid calls increased 260 percent from 1980 to 2010 (NFPA 2011c). Providing more broadly trained personnel can help public safety agencies address such evolving needs. It can also make more staff continuously available to respond to a broader range of calls.

More broadly trained personnel can also help communities reduce the total number of personnel they require. For example, Traverse City, Michigan, employs 56 fire and police personnel in its police and fire departments. This is 43 percent more than the number employed by the average public safety department in similar Michigan communities.

Public safety consolidation may also promote community policing. Cross-training officers can increase access to staff for any given assignment and flexibility in their deployment. This, in turn, can free time for officers to work in the community. Consolidation can also expand the role of police officers to include activities more favored by the public. (Public satisfaction with fire services is often greater than that for police services. The firefighting profession is also one of the most respected professions.) The expanded role that officers fulfill in a public safety department may attract officers with broader skills useful for community policing. Finally, by making public safety services more efficient, consolidation may prevent the elimination or reduction of community policing activities.

Public safety consolidation may also increase comprehensive community safety and homeland security. It can do so by enhancing communication between police and fire personnel, including through a unified command structure. It can also provide all-inclusive emergency response and planning, including through comprehensive training. Given their new and evolving roles as first responders to terrorist attacks and similar emergencies, as well as responsibilities to prevent such attacks from occurring, local police and fire agencies have a heavier workload than years past—a workload that consolidation may help lighten (Matarese et al. 2007).

Costs to Consolidation

While public safety consolidation may promote long-term efficiency, its upfront costs can be prohibitive. Among such costs are those for increased training and backfilling of staff during training. Agencies may also struggle with issues of branding, uniforms, and proper equipment and vehicles. As a result, assumptions that consolidation will bring immediate cost savings are often incorrect. Upfront costs can steer some away from considering public safety consolidation.

There may be still further obstacles to consolidation in labor or facilities contracts preventing differing uses of workforce, buildings, or equipment. Planning for structure, positions, and personnel can also result in reorganization costs. Reorganization may, in some cases, exacerbate existing management problems.

Because of these and other costs and obstacles, citizens, workers, or administrators may oppose public safety consolidation. Citizens may perceive or see an actual decline

in the quality of public safety services following consolidation. In select areas, organized labor has succeeded in blocking public safety consolidation by seeking changes in local or state statutes, charters, or pension regulations. Finally, administrators may oppose consolidation because of the cultural and organizational changes it may require, as well as confusion and ambiguity about administrative roles.

Current Extent of Public Safety Models

To document the prevalence of public safety consolidation, researchers at the School of Criminal Justice at Michigan State University have been gathering data on consolidated public safety agencies. As of May 2012, they had confirmed 130 agencies with at least nominal consolidation of public safety services.

The 130 agencies for which the researchers had documented or were documenting consolidation are spread across at least 25 States, but Michigan, with at least 54, has more such agencies than any other state. The model is most prevalent among small- and medium-size agencies. It is used in both rural and urban communities. Its form of implementation varies, as noted earlier. It is also expanding into new regions, including New Jersey, New York, and Nevada.

Some agencies have actually abandoned consolidation. The researchers have learned about many agencies that adopted but later abandoned consolidation, and they

are working to verify these. Reasons for consolidation failure include the value citizen's place on local control, the personal stake administrators and staff have in separate police and fire services, the emphasis organizations—even small ones—place on unique identity, opposition from employee groups, failure to realize expected cost savings, and decline in perceived or actual quality of service delivery.

Yet new consolidations continue to occur as well. Researchers have identified more than two dozen communities throughout the United States that are considering the model, and there are still likely more that may adopt it. Understanding the context of both success and failure is critical to understanding how consolidations may, or may not, help improve delivery of public safety services.

To better understand the context of public safety consolidation, we turn next to case studies of its implementation in three communities: Sunnyvale, California; Highland Park, Texas; and East Grand Rapids, Michigan.

Sunnyvale, California: One of the Oldest, and Largest, Public Safety Departments

Sunnyvale, California, is a city of approximately 140,000 residents in Santa Clara County, California, comprising 24 square miles at the south end of San Francisco Bay. It is one of the major cities that comprise the Silicon Valley area, the second-largest city in Santa Clara County, and the fifth-largest city in the San Francisco Bay area. Its daytime population is 230,000, including employees of Advanced Micro Devices, Inc. (AMD), NetApp, Inc. (formerly Network Appliance), and Yahoo! Inc., all with headquarters in Sunnyvale (City of Sunnyvale 2012).

The first major settlement of the area occurred in the 1860s, as canneries to process fruit from surrounding orchards were built near newly open rail lines (City of Sunnyvale 2012). The area grew further with the movement of an iron works from San Francisco to what is now Sunnyvale in 1906.

Sunnyvale incorporated as a city in 1912 and soon organized a volunteer fire department (City of Sunnyvale 2005). In 1914, Sunnyvale voters established five city departments, including a Department of Public

Health and Safety with both police and fire services.

Sunnyvale continued its combination of paid police officers and volunteer firefighters through the 1940s (City of Sunnyvale 2005). In the 1940s, Sunnyvale had a paid police force of about a dozen employees in addition to a volunteer police auxiliary and nearly 30 volunteer firefighters.

Adoption of a new city charter in 1949 and the subsequent hiring of a city manager led to discussion of how to improve public safety in the city, particularly its fire safety (City of Sunnyvale 2005). The city council considered creating a separate fire department or combining police and fire functions in a unified Department of Public Safety. For fiscal reasons, the city manager favored a Department of Public Safety. The volunteer firefighters strongly resisted this because of their opposition to both the new public-safety concept and to paying firefighters rather than investing in equipment. Nevertheless, the city council created a unified Department of Public Safety in June 1950.

The newly created Department of Public Safety had leadership from

the police and the fire departments as well as several police officers who became public-safety officers (PSOs) and several newly hired PSOs (City of Sunnyvale 2005). Altogether, a public safety department of about two dozen employees served a city that had grown to a population of nearly 10,000 in six square miles.

Though airing controversy over the department for years, by 1956 the Sunnyvale *Examiner* was praising the department for having achieved “a 20 to 25 percent cost saving in personnel and equipment cost [including] shorter hours and better pay for trained men; a saving in having one headquarters building instead of two; greater efficiency through single administration; elimination of wasteful competition and jealousy between two departments and a greater pool of trained man power for any emergency” (City of Sunnyvale 2005). The city maintained low crime rates and improved its fire ratings.

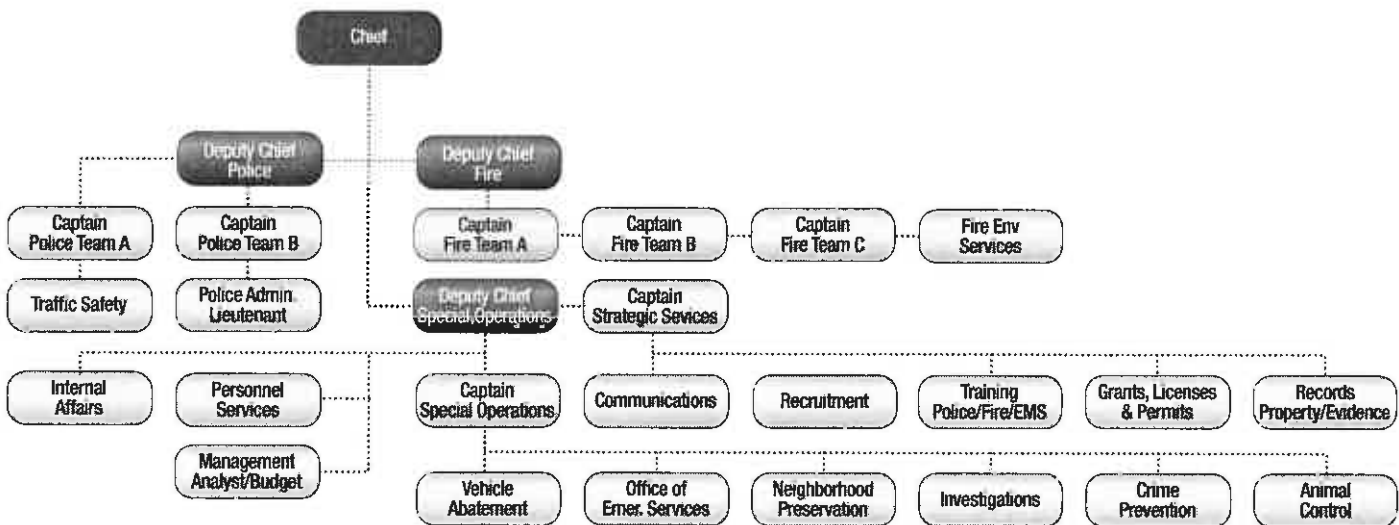
The department grew as the city did. By 1965, a staff of 171, including 143 sworn officers, was serving a city of 85,000 residents in more than 20 square miles. The department continued to require both police and

fire training of its recruits. A new PSO had to attend basic training on his own time. This included 4 hours of police training per week for 18 months, or a total of 240 hours, to get the mandatory Peace Officer Standards and Training certificate. It also included 12 days, or 96 hours, of fire training during the first year.

In subsequent decades, Sunnyvale adopted many innovations in police and fire services evolving elsewhere (City of Sunnyvale 2005). It created a Special Tactics and Rescue team, later renamed a Special Weapons and Tactics team, in 1974. It developed a Crisis Negotiation Team in 1975. Its Mobile Field Force has managed events ranging from riots in the 1960s to environmental and anti-abortion protests in the 1980s to anti-war demonstrations in the 2000s. It developed a Hazardous Materials (or HazMat) response team in 1985. Its canine and emergency medical dispatch units have won statewide recognition. It also has a Type II HazMat Team and its SWAT Operators are trained and operationally ready to be deployed in level A PPE.

Figure 1 presents the current organizational chart for the

Figure 1: Sunnyvale Department of Public Safety Organization Chart



department. The department currently has 195 sworn personnel, 80 support personnel, and more than 50 volunteers donating more than 4,000 hours annually. Its budget of \$73 million includes \$25 million for police field operations, \$27 million for fire field operations, and \$21 million for special operations.

Recently, Frank Grgurina, the chief of the department, told a focus-group summit convened by Michigan State University researchers that the department remains fully integrated. A new hire gets police, fire, and medical training. PSOs annually bid on shifts they want to work in the police or fire bureaus. The police-based personnel work a 4/11 shift schedule with rotating days off based on an 8-day calendar, whereas fire-

based personnel work a traditional 24-hour shift schedule. Those working firefighting duties need not wear firearms, but they must have police equipment with them.

The cross-training has enabled PSOs to work together “seamlessly,” including in crisis situations, Grgurina said. In October 2011, Grgurina said, the department was able to deploy 24 fire-team personnel coming off a shift to the police bureau in response to a workplace shooting, with an off-shift patrol team deployed to cover calls for service. Police and firefighting PSOs also worked together to resolve a situation in which a woman had killed her infant child and was threatening to kill herself. All PSOs are trained as EMT-Basics

and equipped with AED’s and first aid kits. The combination of EMT training and provided equipment allow for immediate response by patrol-based personnel to incidents with a high probability of cardiac arrest, which in the past has resulted in a significant number of life saving events.

Grgurina says initial and ongoing training remains an enormous challenge. In addition, PSOs are compensated above police officer and firefighters from nearby agencies. Nevertheless, he contends, Sunnyvale residents pay several hundred dollars less per capita for total public safety services in comparison with the same nearby cities.

Highland Park, Texas: Using the Public Safety Model to Provide More Services

Highland Park, Texas, is a town of nearly 9,000 residents in Dallas County, Texas (Town of Highland Park 2009). The town is approximately 3 miles north of the center of the city of Dallas, and is surrounded by the cities of Dallas and University Park. The town is a little more than 2 square miles in size and is one of the wealthiest in the nation. Its per capita income is more than \$130,000—nearly five times the national level (U.S. Census Bureau 2012).

Incorporated in 1913, the town initially sought to implement a public safety model combining police and fire services, Chris Vinson, the chief of the town’s Department of Public Safety, told a focus-group summit convened by Michigan State University researchers. The town placed its marshal in charge of fire services as well, but when it hired a police chief from Dallas in the 1920s

the town developed separate fire and police departments.

The police and fire departments remained separate until 1977 when the town council voted to consolidate police, fire, and emergency medical services in a Department of Public Safety (Fant 1990). Before the consolidation, a single director administered the department, but the department maintained separate functions for responding to police and fire emergencies, each with its own personnel and rank structure. The department contracted for emergency ambulance services from funeral homes until 1972, when it trained fire personnel as Emergency Medical Technicians and acquired its own patient transport vehicle. It also equipped a squad car with first-aid supplies, and, in 1976, trained paramedics.

Although the town created a public safety department in 1977, and had a manager advocating the model, the transition, Vinson said, took 15 years to fully implement, until the last “single-discipline” person

retired. One particular challenge the department has faced, Vinson said, was integrating police and fire policies.

From its inception, the department provided incentive pay for cross-trained personnel (Fant 1990). Since 1979, it has assigned personnel to 24-hour shifts followed by 48 hours off duty, regardless of whether working police or fire duties. Personnel working police duties rotate among three subshifts, spending 8 hours on patrol and 16 hours at a station.

In 1983, the two assistant director positions over the segregated rank structures were deleted, replaced with one assistant who had some consolidated oversight. It reformatted its Fire Marshal position to make it third in command of its department, and further increased incentive pay for cross-trained personnel (Fant 1990). Today its pay scale is set at 20 percent above that for four target communities, Vinson said.

In the mid-1980s, the department moved to consolidate rank structures (Fant 1990). In 1984, it placed Shift Commanders (Captain rank) over consolidated services, having one work each shift. In 1985, it placed Assistant Shift Commanders (Lieutenant rank) over consolidated services, having one work each shift, and in 1986 added one Public Safety Supervisor (Sergeant) per shift. Supervisory personnel were also fully trained in both police and fire duties.

Today, Vinson told a focus-group summit convened by Michigan State University researchers, the town has 54 total sworn personnel and 69 total personnel. Of the 54 sworn personnel, 38 are paramedics. The town also maintains two mobile intensive-care units, and had been “very aggressive” in maintaining its emergency medical services.

For each shift, Vinson said, the town has a minimum of 11 public-safety personnel on duty, including four on patrol (one of whom is a supervisor), and, among the seven in station, two on an engine, two on a truck, and two on a mobile intensive-care unit. In other words, all personnel have police, fire, and emergency medical services duties daily. The department participates in mutual aid agreements with other Dallas County agencies, including those in the cities of Dallas and University Park.

A continuing challenge for the department, Vinson said, is training, particularly maintaining certification and having personnel participate in regional SWAT team training. The department has a sergeant whose only duties are to manage training. Vinson said new personnel have a 2-year training curve before they are fully qualified for police, fire, and emergency medical services duties. The department also integrates training into each shift.

Nevertheless, the department has not pursued full accreditation for both fire and police services. In particular, Vinson said, the department offers few opportunities for specialization. “At what we do, we’re as proficient as anybody,” he said, “but we don’t do as many things. That breadth of specialty is too difficult to maintain.”

Public safety officers in Highland Park, Vinson said, must display both individual and team skills. Noting a “cultural difference” between police and fire work, Vinson said that traditional firefighters can step right into a situation requiring team work because they have lived together in the station, while traditional police officers may not know how to handle such situations well. Vinson said his department has had particular difficulties in taking officers from large urban or small rural agencies.

As a result, finding qualified well-rounded candidates for public-safety duties remains a challenge, Vinson said. The department requires a four-year degree for applicants because previous applicants without such a degree had difficulty completing training. In addition to administering other standard fitness tests, the department has worked with a consultant to identify 18 different characteristics candidates should have and to rank them by these, including how well a candidate will fit in the department and assist with both police and fire duties.

One reason the department has been able to meet its challenges and maintain its levels of service, Vinson said, is its affluence. The population remains stable and very affluent. As a result, Vinson said, Highland Park has not faced budget crises that other communities have.

Overall, Vinson said, the model works for Highland Park because citizens are willing to pay for it in a small jurisdiction with about 12,000 calls for service per year. The model gives Highland Park a higher number of police, fire, and emergency medical services personnel per shift than other communities, but also at an annual per capita cost of about \$1,000. “What sells it,” Vinson said, “is that somebody who arrives at [a resident’s] door within two minutes knows what to do regardless of the situation.”

East Grand Rapids, Michigan: Using the Public Safety Model to Realize Efficiencies and Economies

East Grand Rapids, Michigan, is a city of nearly 11,000 residents covering about 4.5 square miles in Kent County, Michigan (City of East Grand Rapids 2012a). A suburb of

Grand Rapids, the city developed around Reeds Lake and the parks surrounding it, was established as a village in 1891 and incorporated as a home-rule city in 1926. Its per capita income of nearly \$45,000 is about \$20,000 higher than that elsewhere in Michigan and the United States. (U.S. Census Bureau 2012).

East Grand Rapids established its public safety department in 1985 by combining its police and fire departments into one organization (City of East Grand Rapids 2012b). Each of the 29 sworn personnel in the Department of Public Safety is trained in law enforcement, firefighting, and medical first response. At the same time, Mark

Table 1: East Grand Rapids Public Service Officer by Training in 2010

Police	Fire	Medical
Weapons Qualification	Fires: Strategies and Tactics	CPR/AED Certification
Rapid Deployment Training	Airboat Ops	Medical First Aid
Precision Driving	Haz-Mat	Blood Borne Pathogens
Defensive Tactics	Ice Rescue	Patient Assessment
Simunitions	Aerial Operations	Pediatric Treatment
Legal Updates	Confined Spaces	Airway/Ventilation
Cultural Diversity	Extrication	
Felony Car Stops	Apparatus Driving	

Herald, the director of public safety for the city, told a focus-group summit convened by Michigan State University researchers, the city does not qualify all its public safety officers as emergency medical technicians, because the vast majority of medical service calls the department receives do not require such expertise.

The result, Herald said, is a department of “generalist specialists.” Table 1 shows some examples of police, fire, and medical training provided in 2010 (City of East Grand Rapids 2011).

Figure 2 shows the organizational structure for the department (City of East Grand Rapids 2011). Its two main divisions are police services and support services, with fire and medical services being among support services. Each division has a captain in charge; these captains also handle internal affairs for the department.

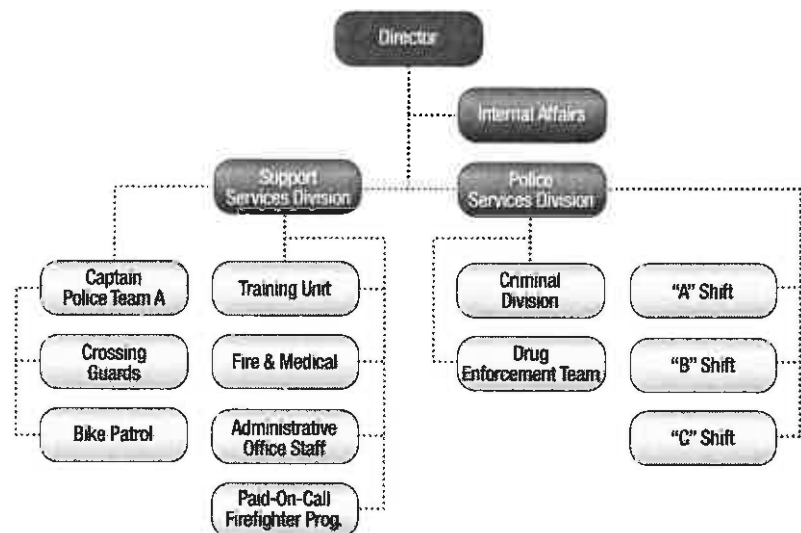
Like the similarly sized jurisdiction of Highland Park, Texas, East Grand Rapids has its public safety officers work 24-hour shifts, albeit with about half as many personnel (City of East Grand Rapids 2011). Each shift has one staff sergeant, one sergeant, and five public safety officers.

The fire division also provides services through inter-department agreements and a paid on-call firefighter program (City of East Grand Rapids 2011). The city has relatively few calls for fire service in a given year. It averaged fewer than 175 such calls per year between 2006 and 2010, with only about 10 percent of these being for fires, and fewer than three per year being for fires in residential dwellings or other buildings. Most fire service runs are for activities such as false or unfounded alarms, downed utility

wires, carbon monoxide alarms, or smoke investigation. The lack of fire calls, and ability to prove firefighting skills, can lead to lesser acceptance of East Grand Rapids personnel by local fire departments, Herald said. At the same time, Herald said, the argument for separate professional fire departments “hasn’t changed in 200 years. I love fighting fires, but we need to look at initial aid agreements” to manage a diminishing number of structure fires across communities.

East Grand Rapids initially began considering consolidation in the 1950s, Herald said. Part of the reason for consolidation, he said, was to improve public safety services. As in Highland Park, the ultimate transition took time, even after the council approved it in the 1980s. Yet once older personnel had retired, Herald said, the department, and its employees, succeeded in developing a “public safety culture.” Each day, he said, public safety officers realize they are “going to get a police assignment, a fire assignment, and a medic assignment.”

Figure 2: East Grand Rapids Department of Public Safety Organization Chart



The consolidation also realized some efficiencies. Where once 40 police and fire personnel provided services, 29 public-safety officers now suffice. Herald also contends the public safety consolidation realized both improved services and lower costs, with about 40 percent of the city's general fund now supporting public safety services, rather than the 60 percent he contends is common elsewhere. Herald also speaks of how this model enhances efficiency by having a single organization respond to complex incidents. He illustrates with an incident to which his agency responded where a person was pinned under a vehicle. He explained this would typically require three agencies to respond (police to maintain traffic, fire to remove the

vehicle, and emergency medical services to provide medical response to the victim) whereas his public safety officers arrived on scene and each immediately assumed the necessary positions and saved the victim.

The economies and the efficiencies of the model have appealed to other Michigan jurisdictions. Doreen Olko, the director of emergency services for the city of Auburn Hills, Michigan, told a focus-group summit convened by Michigan State University researchers that a decline in the property tax base led the city to seek consolidated administration of public safety departments. Public perception, she said, is that savings will be realized because of

better management, and that fire department expenses could "break us all." At the same time, Olko said, the city would not launch a "public safety" department because of the negative image such departments have in the city.

Similarly, Jeff Lewis, the director of public safety for the city of Muskegon, Michigan, said fire departments require capital investments that are likely to drive some consolidation of services across jurisdictions. "We need [to go] regional for some equipment," he noted. "We can't have five departments have five ladder trucks that get only 20 calls per year."

Other Issues in Public Safety Consolidation

Sunnyvale, Highland Park, and East Grand Rapids provide several perspectives on differing issues regarding public safety consolidation and use of public safety officers. Sunnyvale has grown its public safety department as its population has grown, realizing economies and efficiencies in the process. Highland Park has used its public safety officers to provide full services to its residents at a higher cost. East Grand Rapids developed a public safety department to improve its public safety services, realizing some economies and efficiencies in the process.

Other communities will confront still other issues. Participants at focus-group summits convened by Michigan State University researchers broached many of these, which we discuss below.

Reasons for Adopting a Public Safety Model

Though many public safety directors caution that the model cannot achieve immediate savings or efficiencies, such reasons are among the most commonly cited for the change.

"The city manager was the impetus behind it," said Brian Uridge, the assistant chief of the Kalamazoo (Michigan) Department of Public Safety. "He pushed the idea because we were in very extreme financial straits. We had seven or eight police officers on a shift, but more firefighters, even though crime was very high. Now we staff ten in the fire stations and, depending on the time of day, we'll have 18 public safety officers on the road. . . . The biggest benefit was getting more people on the streets. The first studies said we'd need 356 public safety officers, but it was never close to that level. The highest was perhaps 270, [or] 280."

Others cited improving services as a reason for change as well. "We sought

to increase the level of service," said Lee Vague, director of public safety for the city of Woodbury, Minnesota. "The city didn't want to contract services; it wanted to maintain control. The cross-training of police officers seems to have worked well. So when it came time to increase fire services, it seemed to make sense to cross-train more, given we have 30 times as many police calls as we have fire calls."

Support of local leaders can be vital. "The city manager must support the concept and buy into it 100 percent," said Pete Frommer, the former director of public safety for the city of Aiken, South Carolina. "When you first do this, there's going to be stuff on the news and in the newspaper. Everybody needs to know upfront this isn't going to be easy, but you need to stay with the plan, support the plan. It took us about 6 years to complete the switch. Staff knew what the program was; they could accept the change or seek employment elsewhere."

Enhancing Community Policing

Focus-group participants agreed that the public safety model can improve community policing. In Sunnyvale, Grgurina said, the public safety model “enhances [community policing]. All elements of the organization now look at community policing, and look at it together. They’re more aware when they see things. Everything is our responsibility in this model. There’s no passing the buck.”

Similarly, Vague said that in Woodbury, community policing is well “integrated” with public safety services. “Everybody’s involved. The public safety model enhances community building, trust building, and relationship building. Every time we go into your house we build support for everything we do, including community policing.”

Community policing is also “integral” to the “level of service” that Highland Park public safety officers provide to residents, Vinson said. “I have a person dedicated to community relationships and a very strong citizens’ crime-watch program. We’re driven by it. . . . If we didn’t have that, we would be missing a component with citizens. Even if we’re interacting with them in different roles, I still think you need to make a special effort to integrate with the community, to leverage the business community, to turn them into eyes and ears for the department. Somebody needs to be pushing that all the time.”

Scale and Specialization Issues

Focus-group participants were split on what levels of scale and specialization the public-safety model could support.

“If it’s staffed and managed appropriately, theoretically you can have a public-safety model anywhere,” said Uridge of the Kalamazoo department. “The problem I’ve seen in Michigan is they want to cut back on police and fire so much that they expose themselves to the point that they can’t do either well.”

Vague of the Woodbury department agreed, noting, “Logistically, absolutely you can do it if you staff it. But in the larger cities you have cultural issues.” Similarly, Herald of the East Grand Rapids department said, “Theoretically, it could work anywhere with appropriate political backing. But do I realistically think it would work in New York City? Absolutely not.” Beyond cultural issues, others pointed to the possible need for specialization (e.g., to handle aircraft fire, hazardous material situations) in larger communities.

Vinson of Highland Park also cautioned against expecting greater efficiencies from public safety models of larger scales. “It may have started with the idea of saving money, but with how it’s evolved and the services it’s delivered in my community, it isn’t more cost efficient than separate departments,” he said. “That’s not where the advantage is. The benefit is that we can have somebody there no matter what the situation is. But if you want efficiency, go to a more regional model rather than duplicating services from city to city. If efficiency is truly your goal, you’re not going to get it out of public safety.”

Where the Model Does Not Work: Returning to Separate Services

While the number of public safety departments combining police and fire services into one agency has grown over time, several communities have abandoned the model and returned to separate police and fire agencies. Some have done so in order to improve specialized services.

The city of Eugene, Oregon, is among those which have deconsolidated its public safety department. Ruth Obadal, former planning chief for the Eugene Fire and Emergency Medical Services Department, told focus-group participants that the original consolidation occurred as part of a streamlining process which consolidated several departments. This resulted in police services, fire services, and municipal courts being consolidated into one department, the public library and parks being consolidated into another, and human resources and finance into another.

While the intent of the 1985 consolidation was to streamline, the effect, Obadal said, was to add another layer of administration. There was no integration beyond the administrative consolidation, and police and fire personnel continued to refer to themselves as belonging to the “police department” or the “fire department,” even those entities no longer existed in name.

“My department didn’t have a fully integrated model,” Obadal said. “I don’t know if it didn’t work. I do know it didn’t work as well as it could. What wasn’t working about it is there were a lot of convoluted management lines. Many police and firefighters never saw it as a consolidated department at all. They had integrated administrative functions but no overlap in

training. The consolidation created more layers of bureaucracy. The budget process probably was more efficient, but the city was dealing with two different unions and sets of grievances, and the additional administrative layers were not more efficient.”

In 1997, the city manager chose to deconsolidate the police and fire agencies into separate departments, citing both the need to have closer interaction with police and fire personnel as well as to better support community services. She wrote to city employees, “Creating separate departments will give me the chance to have closer interaction with staff on the policy and operational questions facing these two vital public services. As we move toward community-based government, it will be important to have both Police and

Fire as part of the City’s management team. Another benefit of this move is that it will also increase the stature of these operations in the community” (Obadal 1998).

It was changing responsibilities and the need for specialization, especially as public safety came to encompass more homeland security duties, which prompted deconsolidation of what was a public safety department at Dallas/Fort Worth (DFW) International Airport, reported Tyler Bond, assistant police chief for the DFW Airport, to focus-group participants. From its opening in the early 1970s, the department had used a public safety department to provide police and fire services over the 30 square miles of property comprising the airport grounds. The model worked well for years, Bond said, successfully responding

to events ranging from presidential visits to aircraft crashes.

Yet as the department, like other local agencies, had to assume more homeland security duties in recent years, it felt the need for more specialization. “[Homeland security] was one drive for specialization. So was the desire for SWAT and other teams,” Bond said. “The focus was more on security of the airport and the airlines. Resources were more focused on that and less on fire service. The firefighters felt like they were the stepchildren of the department.” Though the police and fire services have deconsolidated, Bond said, and have only a modest degree of integration now, the departments do work well together under a single director.

Pending Issues Regarding Public Safety Consolidation

There are many questions about public safety consolidation. In the preliminary examples above we have attempted to illustrate how public safety consolidation originates and how consolidated departments function. Yet, several questions about the public-safety model require more systematic research. Among others, these include:

- How are public safety departments organized? Preliminary evidence, as noted, indicates their organization may range from nominal to full integration.
- What are the short- and long-term costs and benefits? Focus-group participants were divided on this issue, with many also noting difficulties in attaining short-term efficiencies.
- What contributes to success or failure of the model? Cultural and specialization issues appear to pose among some of the more significant obstacles.
- How does consolidation affect service delivery and personnel management? Some agencies report extended periods of time, particularly those related to retirement of old personnel and hiring of new personnel, before consolidation is achieved.
- In what ways does consolidation facilitate or impede community policing? Focus-group participants report it can enhance community policing, but caution against cutting public safety resources so deeply that neither police nor fire services function well.
- How do agencies begin the discussion and implementation process? Financial and service concerns appear to prompt it, but top-level support is necessary.
- How do employees respond when the nature of their job changes so radically? As noted, public safety departments may take years to fully complete their conversion because of such issues.
- What happens to law enforcement activities when large fires occur? Interdepartmental agreements can help, though cultural issues may arise here as well.
- Are community members satisfied with public safety services? In the case of Highland Park, Texas, residents apparently are willing to pay a premium for full public safety services, but more systematic research is needed on how well the model is accepted elsewhere.

To research and provide resources on these and related issues, Michigan State University researchers are developing several projects to create and disseminate evidence-

based resources about the nature, implementation, costs, and benefits of consolidation, contracting, regionalization, and shared services. Their current research on public safety consolidation will:

- Create a national census and administer a survey of public safety agencies
- Conduct in-depth case studies of agencies and communities that have consolidated public safety as well as those that have deconsolidated
- Survey residents to assess their perception and assessment of public safety consolidation.

Consolidation is likely to be a divisive issue in many communities, with residents and officials being supportive of its realities, unaware of the issues that may lead to it, or opposed for a variety of reasons or possible misunderstandings. The skeptics and champions are vocal, but there exists a tremendous need for objective resources to inform decisions on public safety consolidation.

References

City of East Grand Rapids. 2011. *Department of Public Safety: Annual Report 2010*.

City of East Grand Rapids. 2012a. "About East Grand Rapids." www.eastgr.org/?t=2&c=1.

City of East Grand Rapids. 2012b. "Public Safety Department." www.eastgr.org/?t=66&c=65.

City of Sunnyvale. 2005. *Sunnyvale Public Safety, 1950-2005: 55 Years of Tradition*.

City of Sunnyvale. 2012. "About Sunnyvale." <http://sunnyvale.ca.gov/AboutSunnyvale.aspx>.

COPS. See U.S. Department of Justice, Office of Community Oriented Policing Services.

Fant, Darrell L. December 1990. "Public Safety Concept: Consolidation of Emergency Services." Town of Highland Park, Department of Public Safety.

Matarese, Leonard, Kenneth Chelst, Gayle Fisher-Stewart, and Albert Pearsall. May 2007. "Public Safety Concept in the Post-9/11 World," *Public Management*.

Melekian, Bernard. 2012. "Policing in the New Economy: A New Report on the Emerging Trends from the Office of Community Oriented Policing Services." *Police Chief* 79 (1): 6-19. www.policechiefmagazine.org/magazine/index.cfm?fuseaction=display_arch&article_id=2576&issue_id=12012.

NFPA. See National Fire Protection Agency.

National Fire Protection Agency. 2011a. *The US fire problem*. Quincy, MA: National Fire Protection Agency. www.nfpa.org/itemDetail.asp?categoryID=953&itemID=23033&URL=Research/Fire%20statistics/The%20U.S.%20fire%20problem&cookie%5Ftest=1.

National Fire Protection Agency. 2011b. *The US fire service: Fire fighters and fire departments*. Quincy, MA: National Fire Protection Agency. www.nfpa.org/itemDetail.asp?categoryID=955&itemID=23688&URL=Research/Fire%20statistics/The%20U.S.%20fire%20service.

National Fire Protection Agency. 2011c. *The United States Fire Service*. Quincy, MA: National Fire Protection Agency. www.nfpa.org/assets/files/PDF/Research/FireServiceFactSheet.pdf.

Obadal, Ruth. January 1998. "Planning for Deconsolidation of a Department of Public Safety."

PERF- see Police Executive Research Forum.

Police Executive Research Forum (PERF). 2010. "Is the Economic Downturn Fundamentally Changing How We Police?" Washington, DC: Police Executive Research Forum. <http://members.policeforum.org/library/critical-issues-in-policing-series/Economicdownturnaffectpolicing12.10.pdf>.

Shaitberger, Harold. January 2003. "Economic Decline Threatens Staffing, Benefits," International Association of Fire Fighters. www.iaff.org/about/GP/jf03.html.

Town of Highland Park. 2009. "Quick Facts." www.hptx.org/index.aspx?page=300.

U.S. Census Bureau. 2009. Annual Surveys of State and Local Government Finances. www.census.gov/govs/estimate.

U.S. Census Bureau. 2012. American Fact Finder, Table B19301, "Per Capita Income in the Past 12 Months (in 2010 Inflation-Adjusted Dollars)."

U.S. Department of Justice, Office of Community Oriented Policing Services. 2011. *The Impact of the Economic Downturn on American Police Agencies*. Washington, DC: Office of Community Oriented Policing Services. www.cops.usdoj.gov/files/RIC/Publications/e101113406_Economic%20Impact.pdf.

Wilson, Jeremy M., Dalton, Erin, Scheer, Charles, and Grammich, Clifford. 2011. *Police Recruitment and Retention for the New Millennium: The State of Knowledge*. Washington, DC: U.S. Department of Justice, Office of Community Oriented Policing Services. http://cops.usdoj.gov/Publications/101027321_Police-RecruitmentRetention.pdf.

Wilson, Jeremy M., Rostker, Bernard, and Fan, Cha-Chi. 2010. *Recruiting and Retaining America's Finest: Evidence-Based Lessons for Police Workforce Planning*. Santa Monica, CA: RAND, MG-960-NIJ. www.rand.org/pubs/monographs/MG960/.



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 Office of Community Oriented Policing Services
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Fire Rescue Workshop – June 5, 2014

Item 9c – Staffing

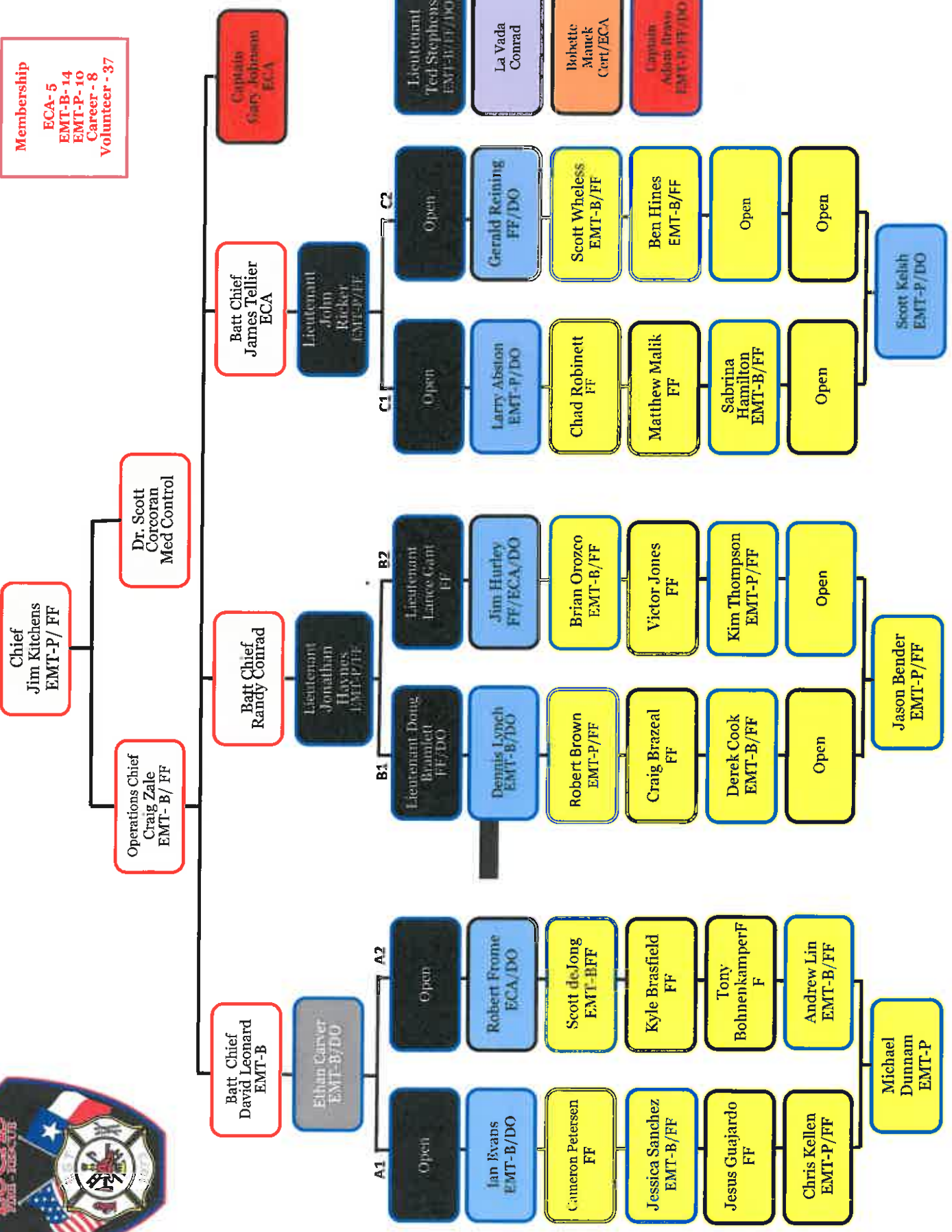
Backup Material:

1. Organization Chart
2. Local Fire Department Statistics
3. Lucas Call History
4. Personnel Request Cost Estimate
 - 3 Captains
 - 3 Firefighter/Paramedics
 - 1 Administrative Assistant



Lucas Fire Department

Membership
 ECA- 5
 EMT-B- 14
 EMT-P- 10
 Career- 8
 Volunteer - 37





Local Fire Department Statistics For FY 2013

Town	In City Population	Paid Full-Time Firefighters	Paid Part-Time Firefighters	How Many Volunteers	Operate Own Ambulance (See Note 1)	Calls for Service in FY 2013	Salary Budget	Department Budget	Total Operating Budget W/O Capital
Lucas	5,872	7	0	50	No	389	\$207,520.00	\$755,307.00	\$682,207.00
Melissa	7,000	2	7	30	No	775	\$270,648.00	\$575,887.00	\$575,887.00
Fairview	8,200	11	18	24	No	768	\$1,100,000.00	\$1,900,000.00	\$1,900,000.00
Fate	9,832	(See Note 2) 11 PSO'S	1	18	No	516 (Fire Only Calls)	\$900,000.00	\$1,052,000.00	\$600,000.00
Anna	9,360	5	3	30	No	170	\$436,000.00	\$624,000.00	\$622,000.00
Murphy	18,960	18	0	0	Yes	1250	\$157,500.00	\$718,260.00	\$310,700.00
Sachse	21,596	18	22	0	Yes	1406	\$1,775,871.00	\$2,274,839.00	Unknown
Wylie	44,267	43	6	0	Yes	3874	\$5,070,096.00	\$5,835,609.00	\$5,713,671.00
Parker	4,111	0	0	41	No	250	\$41,900.00 Budgeted Stipend for volunteers	\$225,000.00	\$225,000.00
Princeton	7,440	1	0	30	No	1385	\$67,000.00	\$205,400.00	\$46,112.00
Prosper	14,000	21	5	7	Yes	1065	\$1,630,050.00	\$2,362,440.00	\$2,355,440.00
Sunnyvale	5,493	(See Note 3) 3	0	34	Yes	590	\$335,570.00	\$611,134.00	\$587,900.00
Heath- Only has a Dept. of Public Safety	7,633	18	1	5	No	385 (Fire and EMS Calls)	\$1,699,747.00	\$2,265,518.00	\$2,218,296.00
NOTES:									
1). Began Ambulance Service in October of 2014									
2). PSO - Public Safety Officers									
3). Hiring 3 fulltime Firefighters now will hire 3 more fulltime Firefighters by the end of the summer									

Lucas Fire Department Call History by District

District	2010		2011		2012		2013		2014	
	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire	EMS	Fire
Lucas	151	91	155	125	198	139	184	112	81	66
County	14	6	11	10	6	15	7	3	1	1
Seis Lagos	24	12	20	9	21	10	33	7	6	1
Trinity Park	12	7	9	4	14	3	19	7	12	7
MA - Branch	0	8	1	5	0	3	0	1	0	4
MA - Parker	1	8	1	11	1	13	3	8	1	3
MA - Fairview	2	3	1	6	0	5	0	4	1	9
MA - Wylie	0	3	0	6	0	3	0	1	1	1
MA - Murphy	0	0	1	0	0	0	0	0	0	0
MA - Allen	0	0	0	0	0	1	0	0	0	0
TOTAL	204	138	199	176	240	192	246	143	103	92

FY15 - ESTIMATED COST FOR ADDITIONAL
FIRE DEPT PERSONNEL

<u>POSITION</u>	<u>#</u>	<u>SALARY</u>	<u>OT EST 120 hrs</u>	<u>TOI PAY</u>	<u>TOI POS PAY</u>	<u>BENEFITS</u>	<u>TMRS</u>	<u>W/C</u>	<u>GRAND TOTAL</u>
CAPT/PARA	3	51,437.00	3,178.80	54,615.80	163,847.40	20,706.48	12,862.02	5,292.27	
FF/PARA	3	47,500.00	2,936.40	50,436.40	151,309.20	20,625.84	11,877.77	4,887.29	
ADMIN	1	32,871.00	0.00	32,871.00	32,871.00	6,800.16	2,580.37	144.63	
					348,027.60	48,132.48	27,320.16	10,324.19	440,819.79

Medicare 1.45% **5,046.40**

TMRS RATE 0.0785

BENEFIT COSTS-MONTHLY

TML HEALTH	517.19
VISION	5.85
DENTAL	30.14
STD -CAP	22.00
STD-PARA	19.76
STD ADMIN	13.50
TOTALS	575.18
	572.94
	566.68

WC RATE

FF 0.0323

ADMIN 0.0044

11.72 281.28 PER EMP PER YR

1,968.96

AFLAC

24 X

11 - GENERAL FUND FIRE DEPARTMENT DEPARTMENTAL EXPENDITURES		2013-2014 FISCAL YEAR BUDGET	MID-YEAR BUDGET REVISIONS	2013-2014 FISCAL YEAR BUDGET REVISED	2013-2014 YTD ACTUAL AS OF 3/13	2013-2014 PROJECTED ACTUAL	ADJ DESCRIPTION
PERSONNEL SERVICES							
6300-101	SALARIES - EXEMPT	107,569.28	3,500.00	111,069.28	55,066.61	111,069.28	Adj for annual review /City mgr. change
6300-102	SALARIES - NON EXEMP FF/EI	332,500.00	(11,000.00)	321,500.00	154,356.75	321,500.00	Adjust for turn over in personnel
6300-111	SALARIES - OVERTIME	20,000.00	26,600.00	46,600.00	10,546.97	46,600.00	Turnover in personnel/coverage
6300-112	WORKERS' COMPENSATION	23,426.05	931.00	24,357.05	15,757.30	24,357.05	Adj Workers Comp Audit FY12-13/volunteer hours
6300-113	LONGEVITY PAY	813.00	(260.54)	552.46	552.46	552.46	Adj for actual
6300-122	TMRS	35,755.00	2,873.00	38,628.00	15,948.66	38,628.00	Adj for annual review/City mgr. change/personnel OT
6300-123	GROUP INSURANCE	58,146.00		58,146.00	27,036.57	58,146.00	
6300-124	AFLAC	2,490.00		2,490.00	971.84	2,490.00	
6300-125	AD&D INSURANCE	4,946.00		4,946.00	4,946.00	4,946.00	
6300-126	WATER	2,950.00		2,950.00	1,289.09	2,950.00	
6300-127	MEDICARE	6,604.00	981.00	7,585.00	3,501.06	7,585.00	Adj for annual review /City mgr. change/personnel OT
6300-128	OTHER RETIREMENT	36,000.00		36,000.00	5,940.00	36,000.00	
6300-129	ST DISABILITY	2,193.00		2,193.00	920.97	2,193.00	
TOTAL PERSONNEL SERVICES		633,392.33	23,624.46	657,016.79	296,834.28	657,016.79	
MATERIALS & SUPPLIES							
6300-201	OFFICE SUPPLIES	3,500.00		3,500.00	473.91	3,500.00	
6300-202	POSTAGE	200.00		200.00	72.51	200.00	
6300-203	SUBSCRIPTIONS	150.00		150.00	39.00	150.00	
6300-204	FOOD/BEVERAGE	6,000.00		6,000.00	2,879.28	6,000.00	
6300-205	LOGO/UNIFORM ALLOWANCE	12,800.00		12,800.00	363.20	12,800.00	
6300-206	FUEL & LUBRICANTS	16,000.00		16,000.00	5,439.37	16,000.00	
6300-207	FUEL - PROPANE	1,900.00	936.22	2,836.22	2,636.22	2,836.22	Due to colder winter
6300-208	MINOR APPARATUS	26,635.00	14,000.00	40,635.00	15,599.40	40,635.00	Work/Equip for ambulances
6300-209	PROTECTIVE CLOTHING	30,000.00		30,000.00	86.64	30,000.00	
6300-211	MEDICAL & SURGICAL SUPPLIES	42,210.00	6,000.00	48,210.00	20,632.24	48,210.00	Supplies for ambulance
6300-227	PREVENTION ACTIVITIES	3,800.00		3,800.00		3,800.00	
TOTAL MATERIALS & SUPPLIES		143,195.00	20,936.22	164,131.22	48,221.77	164,131.22	
MAINTENANCE & REPAIR							
6300-231	FACILITY MAINTENANCE	12,000.00		12,000.00	4,568.70	12,000.00	
6300-232	VEHICLE MAINTENANCE	29,650.00		29,650.00	16,986.98	29,650.00	
6300-233	EQUIPMENT MAINT	3,000.00		3,000.00	472.75	3,000.00	
TOTAL MAINTENANCE & REPAIR		44,650.00		44,650.00	22,028.43	44,650.00	
PURCHASED SERVICES							
6300-302	FIRE DEPT REBURSEMENT RUNS	125,000.00		125,000.00	31,250.97	125,000.00	
6300-303	TELEPHONE	1,700.00		1,700.00	815.65	1,700.00	
6300-304	INTERNET	6,600.00		6,600.00	3,270.27	6,600.00	
6300-307	TRAINING & TRAVEL	25,755.00	3,498.57	29,253.57	4,707.01	29,253.57	\$3.5k 11- 7-13 CC SHSP grant training
6300-309	PROFESSIONAL SERVICES	113,650.00		113,650.00	26,696.97	113,650.00	
6300-312	PARAMEDIC SCHOOL	7,600.00		7,600.00		7,600.00	
6300-313	MAINTENANCE AGREEMENTS	4,100.00		4,100.00	3,254.00	4,100.00	
6300-316	911 DISPATCH	27,795.00	2,105.00	29,900.00	29,900.00	29,900.00	Inc population/increase pricing
6300-317	AMBULANCE (EMS) SERVICE	26,000.00		26,000.00	22,823.16	26,000.00	
6300-323	CELL PHONE	4,000.00		4,000.00	1,628.46	4,000.00	
6300-325	LIABILITY INSURANCE	5,925.00	473.09	6,398.09	6,398.09	6,398.09	Adj to actual
6300-331	UTILITIES, ELECTRIC	17,000.00		17,000.00	7,786.18	17,000.00	
6300-333	UTILITIES, WATER	2,050.00		2,050.00	1,132.71	2,050.00	
6300-337	PAGER SERVICE	600.00		600.00		600.00	
6300-346	EQUIPMENT RENTAL	300.00		300.00		300.00	
6300-350	EMS/AMBULANC/EQP FINANCE		62,688.47	62,688.47	62,688.47	62,688.47	11-7-13 CC Ambulance lease
TOTAL PURCHASED SERVICES		368,075.00	68,765.13	436,840.13	202,351.94	436,840.13	
GENERAL & ADMINISTRATIVE SERVICES							
6300-441	APPRECIATION/AWARDS	4,500.00		4,500.00	2,339.50	4,500.00	
6300-443	DUES & MEMBERSHIPS	7,870.00		7,870.00	1,643.20	7,870.00	
6300-444	MEDICAL EXAMINATIONS	1,600.00		1,600.00	134.00	1,600.00	
6300-447	EMERGENCY MANAGEMENT SERVICE	7,500.00		7,500.00	2,038.55	7,500.00	
6300-448	CERT TRAINING & EQUIPMENT	12,700.00		12,700.00	3,019.01	12,700.00	
6300-451	SOFTWARE, BOOKS & CD'S	2,500.00		2,500.00		2,500.00	
6300-498	MISCELLANEOUS	1,500.00		1,500.00	68.88	1,500.00	
TOTAL GENERAL & ADMINISTRATIVE SERVICES		38,170.00		38,170.00	9,243.14	38,170.00	
CAPITAL OUTLAY							
8300-200	BUILDING IMPROVEMENTS						
8300-411	FURNITURE & FIXTURES						
8300-420	EQUIPMENT		99,277.20	99,277.20	97,401.80	99,277.20	2 Lifepaks \$84k/1Cot & 1Chair \$16K/ 10-17-13 CC lease funded
8300-421	VEHICLES	71,750.00	182,057.00	253,807.00	27,480.00	253,807.00	Purchase new \$226K and used \$27K 10-17-13 CC/new is lease funded
8300-450	COMPUTER HARDWARE	19,600.00	10,597.81	30,197.81	18,853.15	30,197.81	\$10.5 k Ambulance computer/internet modem part of lease
8300-452	HARDWARE & TELECOMMUN	25,000.00	1,106.78	26,106.78	26,106.78	26,106.78	Part of lease funding 10-13 CC radios for ambulance/4 portable/2 dual band
TOTAL CAPITAL OUTLAY		116,350.00	293,038.79	409,388.79	169,841.73	409,388.79	
TOTAL FIRE		1,343,832.33	406,364.60	1,750,196.93	748,521.29	1,750,196.93	

Fire Rescue Workshop – June 5, 2014

Item 9d – Apparatus, Vehicles & Equipment

Backup Material:

- 1.Apparatus Replacement Schedule
- 2.Fire Department Fixed Asset Report

LUCAS FIRE DEPARTMENT
APPARATUS REPLACEMENT SCHEDULE

APPARATUS	Mileage (5/22/14)	CONDITION	REPLACEMENT COST	REPLACEMENT YEAR
Engine 861 2004 Fire Engine	20,119	Good	\$650,000-\$850,000	2029
Engine 862 1996 Fire Engine	42,325	Fair	\$650,000-\$850,000	2015
Booster 861 2013 Small Brush	3,099	New	\$120,000	2025
Booster 862 2011 Large Brush	4,797	New	\$300,000	2030
Medic 861 2014 Ambulance	1,977	New	\$250,000	2025
Medic 862 2007 Ambulance	73,709	Good	\$250,000	2020
Squad 861 2002 Ford Pickup	73,174	Good	\$60,000	2021
Squad 862 2008 Ford Pckup	16,820	Good	\$60,000	2022
Rehab 861 Old 1991 Vehicle	23,067	Poor	\$60,000	N/A
Battalion 861 2003 Tahoe	137,540	Poor	\$50,000	2016
Chief 861 2013 Tahoe	6867	New	\$50,000	2024

ASSET ID DESCRIPTION	ORIGINAL COST	IMPROVEMENTS FUND/DEPT CLASS	PARTIAL DISP ACQUIRED	SALVAGE VALUE DISPOSED	LIFE	ACCUM DEPR METHOD	NET VALUE
61-1310-070 FIRE STATION .311 AC LAND	17,708.27	61-300 1310	0.00 9/30/1998	0.00	0	0.00	17,708.27
61-1310-078 2.069 ACRE DONATED LAND	65,000.00	61-300 1310	0.00 9/30/1998	0.00	0	0.00	65,000.00
TOTALS 1310 DEPT 61 -300	82,708.27	0.00	0.00	0.00		0.00	82,708.27
61-1320-089 FIRE STATION	410,542.21	61-300 1320	4,227.79 9/30/1999	0.00	480	143,870.86 SL	270,899.14
TOTALS 1320 DEPT 61 -300	410,542.21	4,227.79	0.00	0.00		143,870.86	270,899.14
61-1340-010 DELL COMPUTERS LAPTOP, MONITOR, SOFTWARE	5,989.97	61-300 1340	0.00 2/09/2012	0.00	60	1,996.60 SL	3,993.37
61-1340-055 HYDROLIC SYSTEM	8,271.00	61-300 1340	0.00 9/30/1987	0.00	120	8,271.00 SL	0.00
61-1340-060 FIRE DEPARTMENT EQUIPMENT	8,562.00	61-300 1340	0.00 9/28/1995	0.00 9/30/2010	120	8,562.00 SL	0.00
61-1340-063 FIRE DEPT EQUIP PUMP STATION	7,500.00	61-300 1340	0.00 10/25/1995	0.00	120	7,500.00 SL	0.00
61-1340-064 FIRE DEPT EQUIP PUMP STATION	8,970.00	61-300 1340	0.00 11/28/1995	0.00	120	8,970.00 SL	0.00
61-1340-065 FIRE DEPT EQUIP	8,676.17	61-300 1340	0.00 1/10/1996	0.00 9/30/2010	120	8,676.17 SL	0.00
61-1340-068 FIRE DEPT EQUIP	11,041.87	61-300 1340	0.00 10/01/1996	0.00 9/30/2010	120	11,041.87 SL	0.00
61-1340-069 FIRE DEPT EQUIP 13 RADIOS	38,295.00	61-300 1340	0.00 8/15/1997	0.00 9/30/2010	120	38,295.00 SL	0.00
61-1340-071 FIRE DEPT EQUIP	14,581.57	61-300 1340	0.00 9/30/1998	0.00 9/30/2010	120	14,581.57 SL	0.00
61-1340-087 FIRE DEPT EQUIP	14,423.22	61-300 1340	0.00 9/30/1999	0.00 9/30/2010	120	14,423.22 SL	0.00

ASSET ID DESCRIPTION	ORIGINAL COST	IMPROVEMENTS FUND/DEPT CLASS	PARTIAL DISP ACQUIRED	SALVAGE VALUE DISPOSED LIFE	ACCUM DEPR METHOD	NET VALUE
61-1340-115 MOBILE DATA COMPUTER	24,500.00	61-300 1340	0.00 10/01/2003	0.00	24,500.00 84 SL	0.00
61-1340-130 FIRE DEPT EQUIP	42,199.25	61-300 1340	0.00 2/13/2006	0.00	32,133.50 120 SL	10,065.75
61-1340-134 FIRE DEPT RADIOS/EQUIPMENT	139,055.42	61-300 1340	0.00 6/30/2007	0.00	86,909.65 120 SL	52,145.77
61-1340-135 FD MOTOROLA RADIOS 9 RADIOS AND 5 CHARGERS	33,315.60	61-300 1340	0.00 4/08/2010	0.00	11,660.46 120 SL	21,655.14
61-1340-136 MOTOROLA - FD RADIO SMARTNET UPGRADE	17,247.00	61-300 1340	0.00 12/13/2010	0.00	9,485.85 60 SL	7,761.15
61-1340-137 SCOTT RIT PACK RACK - PACKS SCBA	40,464.15	61-300 1340	0.00 12/22/2010	0.00	22,255.22 60 SL	18,208.93
61-1340-138 MOTOROLA - FD 7 PORTABLE RADIOS	33,541.24	61-300 1340	0.00 1/19/2011	0.00	17,888.64 60 SL	15,652.60
61-1340-139 FD MEMORY/POWER SUPPLY	5,252.11	61-300 1340	0.00 1/26/2011	0.00	2,801.13 60 SL	2,450.98
61-1340-140 2010 POLARIS RANGER 6X6 WITH TRAILER SN 5RHCT16280H002365	19,860.00	61-300 1340	0.00 3/09/2010	0.00	10,166.49 84 SL	9,693.51
61-1340-141 FD - HOSE DJ800 ATTACK LINE	5,008.75	61-300 1340	0.00 12/09/2010	0.00	2,838.32 60 SL	2,170.43
61-1340-142 APPARELL- FD - COATS, PANTS, BOOTS, GLOVES	19,457.27	61-300 1340	0.00 2/10/2011	0.00	10,052.99 60 SL	9,404.28
61-1340-149 JAWS OF LIFE	21,880.00	61-300 1340	0.00 1/24/2008	0.00	12,398.58 120 SL	9,481.42
61-1340-158 MOTOROLA RADIOS	29,678.00	61-300 1340	0.00 1/08/2009	0.00	20,138.67 84 SL	9,539.33
61-1340-163 FD SERVER & UPS	4,636.75	61-300 1340	0.00 9/03/2009	0.00	3,786.72 60 SL	850.03
61-1340-164 FD COMPUTER	2,831.98	61-300 1340	0.00 7/30/2009	0.00	2,360.00 60 SL	471.98
61-1340-169 MOTOROLA RADIO	1,075.00	61-300 1340	0.00 8/27/2009	0.00	627.18 84 SL	447.82

ASSET ID DESCRIPTION	ORIGINAL COST	IMPROVEMENTS FUND/DEPT CLASS	PARTIAL DISP ACQUIRED	SALVAGE VALUE DISPOSED	LIFE	ACCUM DEPR METHOD	NET VALUE
61-1340-170 FD COMPUTER	5,306.68	61-300 1340	9/30/2009	0.00	60	4,245.34 SL	1,061.34
61-1340-171 ECLIPSE THERMAL IMAGER	4,843.00	61-300 1340	9/30/2009	0.00	84	2,767.42 SL	2,075.58
61-1340-172 INTELLIGENT TRAINING SYSTEM	7,197.35	61-300 1340	7/28/2010	0.00	84	3,255.84 SL	3,941.51
61-1340-173 FD KNOX SAFES FOR 8 VEHICLES	7,770.00	61-300 1340	2/21/2013	0.00	60	906.50 SL	6,863.50
61-1340-174 FD TOUGHBOOKS (4) AND (2) DOCKING STATIONS	8,493.72	61-300 1340	6/05/2013	0.00	36	943.76 SL	7,549.96
61-1340-175 FD ALARM AND SECURITY SYSTEM	11,881.20	61-300 1340	9/30/2013	0.00	36	0.00 SL	11,881.20
TOTALS 1340 DEPT 61 -300	611,805.27	0.00	0.00	0.00		404,439.69	207,365.58
61-1350-136 FORD F 250 4X4 CREW CAB	32,975.00	61-300 1350	9/14/2007	0.00	84	28,342.82 SL	4,632.18
61-1350-301 2013 CHEVY TAHOE 2WD -C1	49,853.23	61-300 1350	4/29/2013	0.00	60	4,154.45 SL	45,698.78
TOTALS 1350 DEPT 61 -300	82,828.23	0.00	0.00	0.00		32,497.27	50,330.96
61-1360-053 1949 FORD PUMPER TRUCK	1,350.00	61-300 1360	9/30/1985	0.00	120	1,350.00 SL	0.00
61-1360-054 1980 PUMPER TRUCK	45,000.00	61-300 1360	9/30/1985	10/01/2011	240	45,000.00 SL	0.00
61-1360-059 1992 BECKER FIRE TRUCK	60,000.00	61-300 1360	3/01/1992	0.00	240	60,000.00 SL	0.00
61-1360-067 GENESIS PUMPER FIRE TRUCK	237,615.00	61-300 1360	11/15/1996	0.00	240	200,220.36 SL	37,394.64
61-1360-070 2011 WEISS STALLION 750 CAFS FREIGHTLINER CHASSIS	208,701.00	61-300 1360	9/30/2010	0.00	240	31,305.24 SL	177,395.76

ASSET ID DESCRIPTION	ORIGINAL COST	IMPROVEMENTS FUND/DEPT CLASS	PARTIAL DISP ACQUIRED	SALVAGE VALUE DISPOSED LIFE	ACCUM DEPR METHOD	NET VALUE
61-1360-099 2002 FORD F250 FIRE TRUCK	34,257.00	61-300 1360	0.00 9/30/2002	0.00	34,257.00 84 SL	0.00
61-1360-100 2008 F250 FORD 4X4 FIRE TRUCK	36,435.00	61-300 1360	0.00 9/26/2010	0.00	24,537.96 84 SL	11,897.04
61-1360-102 2002 GLADIATOR FIRE TRUCK SPARTAN	350,138.00	61-300 1360	0.00 9/20/2003	0.00	175,411.44 240 SL	174,726.56
61-1360-116 2012 FORD 550 EXT CAB BRUSH TRUCK	113,967.00	61-300 1360	0.00 9/27/2012	0.00	11,396.70 120 SL	102,570.30
61-1360-150 2003 CHEVY TAHOE	6,000.00	61-300 1360	0.00 9/30/2008	0.00	6,000.00 60 SL	0.00

TOTALS 1360 DEPT 61 -300	1,093,463.00	0.00	0.00	0.00	589,478.70	503,984.30

61-1380-160 FD EXPANSION PROJECT	5,000.00	61-300 1380	0.00 9/13/2012	0.00	0.00 0	67,253.17

TOTALS 1380 DEPT 61 -300	5,000.00	62,253.17	0.00	0.00	0.00	67,253.17

DEPARTMENT 300 TOTALS	2,286,346.98	66,480.96	0.00	0.00	1,170,286.52	1,182,541.42

*** FUND TOTALS ***

	ORIGINAL COST	IMPROVEMENTS	PARTIAL DISP	SALVAGE VALUE	ACCUM DEPR	NET VALUE
FUND 61 - CLASS 1310	82,708.27	0.00	0.00	0.00	0.00	82,708.27
FUND 61 - CLASS 1320	410,542.21	4,227.79	0.00	0.00	143,870.86	270,899.14
FUND 61 - CLASS 1340	611,805.27	0.00	0.00	0.00	404,439.69	207,365.58
FUND 61 - CLASS 1350	82,828.23	0.00	0.00	0.00	32,497.27	50,330.96
FUND 61 - CLASS 1360	1,093,463.00	0.00	0.00	0.00	589,478.70	503,984.30
FUND 61 - CLASS 1380	5,000.00	62,253.17	0.00	0.00	0.00	67,253.17

FUND 61 TOTALS	2,286,346.98	66,480.96	0.00	0.00	1,170,286.52	1,182,541.42

Fire Rescue Workshop – June 5, 2014

Item 9e – Future Facilities

Backup Material:

1. Fire Station Addition Schedule
2. Fire/EMS Average Response Times

Project Schedule - Summary

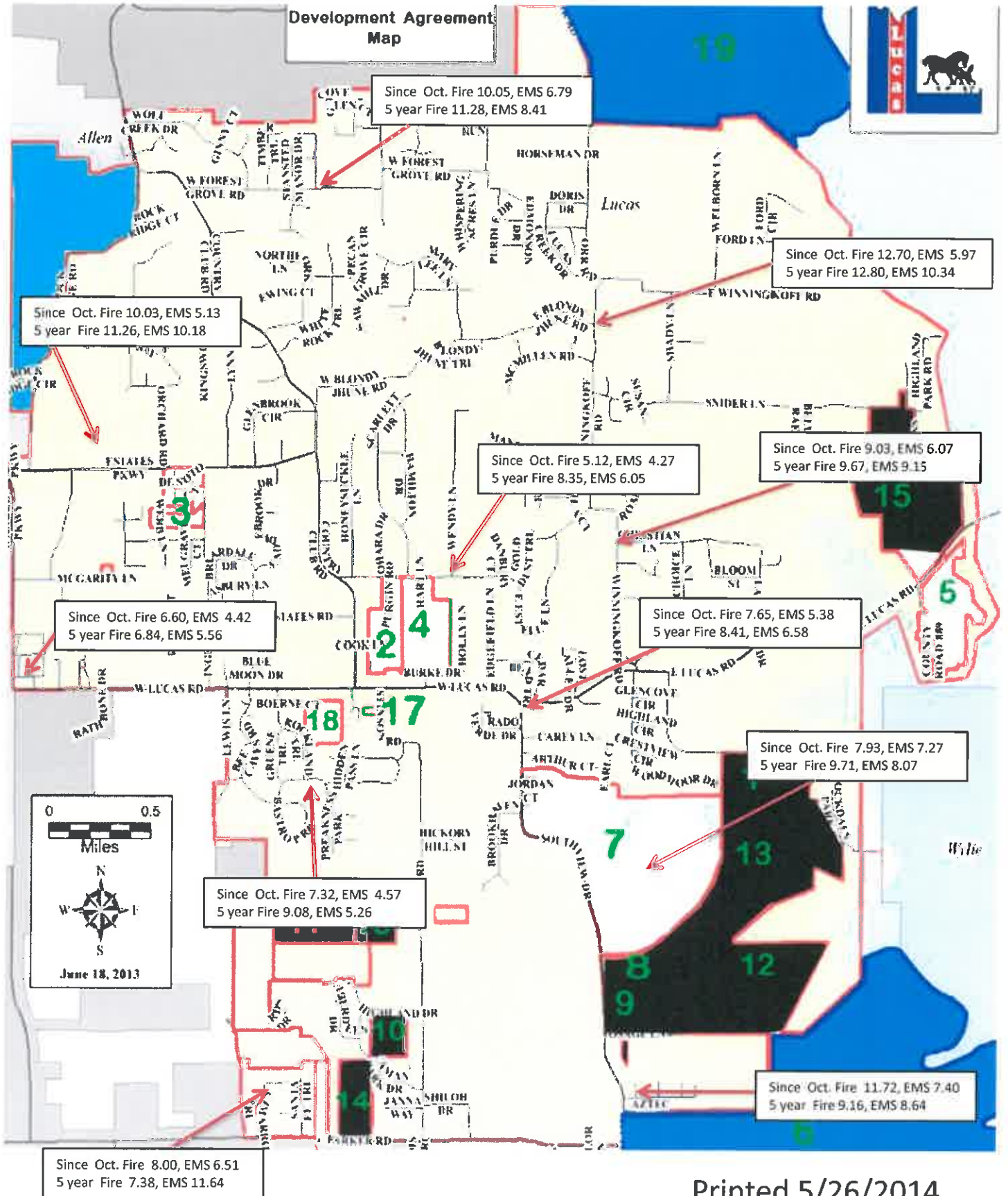
City of Lucas Central Fire Station

WIGINTON HOOKER JEFFREY ARCHITECTS

NOTE: Duration in week days (M-F) unless noted otherwise.

ID	Task Name	Duration	Start	Finish	April 2014	May 2014	June 2014	July 2014	August 2014	September 2014	October 2014
1	CENTRAL FIRE STATION	832 days	Thu 3/15/12	Sat 5/30/15							
2	CONTRACTING	96 days	Thu 3/15/12	Thu 7/26/12							
27	DESIGN PHASE	208 days	Tue 4/23/13	Thu 4/15/14							
57	CONSTRUCTION DOCUMENTS	85 days	Fri 2/28/14	Thu 5/1/14							
67	Integrate Client Comments & Finish CD's	13 days	Fri 4/25/14	Tue 5/13/14							
68	Update Bid Alternates	2 days	Wed 5/14/14	Thu 5/15/14							
69	Determine Allowances & Unit Prices	2 days	Wed 5/14/14	Thu 5/15/14							
70	Acquire and Integrate Client Front End Doc's, Wage Rates & Insurance	3 days	Fri 4/25/14	Tue 4/29/14							
71	Verify Form of General Conditions to be Used by Client	5 days	Fri 4/25/14	Thu 5/1/14							
72	QC Review of Documents - All Team Members	5 days	Tue 4/29/14	Mon 5/5/14							
73	Issue Bid Documents to Client	1 day	Wed 5/14/14	Wed 5/14/14							
74	PERMITTING, BID AND AWARD	27 days	Wed 5/14/14	Thu 6/19/14							
75	Place Advertisement notice to bid	10 days	Wed 5/14/14	Tue 5/27/14							
76	Submit for code review and permitting	10 days	Thu 5/15/14	Wed 5/28/14							
77	Release Contract Documents to bidders	15 days	Thu 5/15/14	Wed 6/4/14							
78	Pre-Proposal Conference	1 day	Wed 5/21/14	Wed 5/21/14							
79	Addendum/Substitution Request Processing	12 days	Thu 5/15/14	Fri 5/30/14							
80	Receive Bids	1 day	Thu 6/5/14	Thu 6/5/14							
81	Evaluate Bids	3 days	Thu 6/5/14	Tue 6/10/14							
82	Contracting	6 days	Fri 6/6/14	Wed 6/18/14							
83	Council Approves Contract	1 day	Thu 6/19/14	Thu 6/19/14							
84	CONSTRUCTION PHASE (Calendar Days)	345 days	Fri 6/20/14	Sat 5/30/15							
85	Contractor Notice To Proceed	1 day	Fri 6/20/14	Fri 6/20/14							
86	Mobilize onto Job Site	10 days	Sat 6/21/14	Mon 6/30/14							
87	Pre-Construction Conference	1 day	Tue 6/24/14	Tue 6/24/14							
88	Construction	300 days	Sat 6/28/14	Thu 4/23/15							
89	Substantial Completion	1 day	Fri 4/24/15	Fri 4/24/15							
90	Final Completion (Completion of Punchlist Items)	30 days	Sat 4/25/15	Sun 5/24/15							
91	Owner Occupancy	10 days	Thu 5/21/15	Sat 5/30/15							

FIRE/EMS AVERAGE RESPONSE TIMES SINCE OCTOBER 2014 & 5 YEAR



Fire Rescue Workshop – June 5, 2014

Item 9f – Dispatch

Backup Material:

1. Contract between the Cities of Lucas and Plano for Dispatching Services

AGREEMENT BETWEEN THE CITY OF PLANO AND THE CITY OF LUCAS FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES

This Agreement is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as "Plano"), and the CITY OF LUCAS, TEXAS, a municipal corporation municipality (hereinafter referred to as "Lucas"), as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, Plano and Lucas are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement under which Plano will provide dispatch services as herein described to Lucas at a fee; and

WHEREAS, Plano and Lucas have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW THEREFORE, Plano and Lucas, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The term of this Agreement is for a period of five (5) years, beginning on the 1st day of October, 2010, and ending on the 30th day of September, 2015, with an optional three (3) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Lucas, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September 2018.

II. OBLIGATIONS OF PLANO

- 2.01 Upon transfer of fire and Emergency Medical Services (EMS) calls from the Collin County Sheriff's Office, Plano shall:
- (a) dispatch Lucas fire calls via radio and alpha-numeric pager, or in the event of radio malfunction, dispatch via any other method available; and
 - (b) provide pre-arrival EMS instructions when necessary and appropriate, and notify an EMS Provider designated by Lucas when necessary and appropriate.

III. OBLIGATIONS OF LUCAS

- 3.01 The primary Public Safety Answering Point (PSAP) for the City of Lucas shall be the Collin County Sheriff's Office (CCSO). CCSO shall transfer all fire and EMS calls to the Plano Public Safety Communications (PSC) Center. Lucas shall be responsible for maintaining a PSAP for all calls dispatched by Plano under this agreement and shall promptly notify Plano if the PSAP changes.

- 3.02 Lucas shall identify the phone lines and all equipment necessary to accommodate the transfer of calls from its primary PSAP to Plano PSC.
- 3.03 Lucas shall at all times provide Plano with current and accurate street maps of the entire City of Lucas, including all areas that are served by fire, medical and other emergency personnel. This shall be in ESRI Shapefile format as specified by Plano.
- 3.04 Lucas shall provide a current and accurate listing of all types of apparatus in its possession and shall provide current and accurate response information.
- 3.05 Lucas shall designate and identify its EMS Provider, and shall provide all information necessary for Plano to contact the Lucas EMS Provider. Such information shall always be kept current and accurate.
- 3.06 Lucas shall provide Plano with population numbers for the Seis Lagos Utility District (SLUD) by October 1 of each year, to be included in the fee invoiced to Lucas.
- 3.07 Lucas shall provide all other information that is unique to Lucas Fire Department operations, regardless of the type of information, and shall immediately notify Plano as to changes or modifications of all such information that is reasonably necessary for Plano to provide services under this Agreement.

IV. EMPLOYMENT RIGHTS NOT ABRIDGED

Employment rights of personnel assigned to either Plano or Lucas under this Agreement are not abridged by the other agency. Participation in this Agreement by Plano and Lucas shall not penalize personnel of either department nor shall it threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits.

V. FEES

- 5.01 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against Lucas. All fees due hereunder shall be paid from current revenues legally available to Lucas. Lucas agrees to pay Plano according to the following schedule:
 - (a) The annual fee for dispatch services shall be based upon the estimated population served by the Lucas FD, as identified by the annual Population Estimates published by the North Texas Central Council of Governments (NCTGOC) and the separately provided SLUD population total.
 - (b) The fees for dispatching services shall be \$5.00 per resident for the first year.
 - (c) Lucas agrees to collect fees directly from SLUD and include them in the single payment made to Plano.
 - (d) The fees will increase two percent (2%) per capita for each remaining year.
 - (e) Fees shall be calculated based upon the most recently available Population Estimates.

VI. PAYMENTS DUE

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party. For the

Plano Representative:
CITY OF PLANO
Director of Public Safety Communications
1520 K Avenue, Suite 010
Plano, TX 75074
972-941-7931

Lucas Representative:
CITY OF LUCAS
City Manager
665 Country Club Road
Lucas, TX 75002
972-727-8999

XIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contract to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XV. VENUE

This agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be constructed more favorably for either party.

XVII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instance of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators, and assigns to the other party to this contract. Neither party will assign, sublet,

term of the Agreement ending September 30, 2018, Lucas agrees to pay Plano the Annual Fees under Article IV within thirty (30) days of the receipt of the invoice.

VII. TERMINATION

7.01 This agreement may be terminated as specified below upon the occurrence of any of the following:

- (a) Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice. Lucas shall pay for all fees incurred through the effective date of termination.

VIII. RELEASE AND HOLD HARMLESS

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

IX. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers or functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X. ASSIGNMENT AND SUBLETTING

Lucas agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of Plano and Lucas, and that no part or feature of the work will be sublet to anyone objectionable to Plano. Lucas further agrees that the performance of this Agreement shall not relieve Lucas from its full obligations to Plano as provided by this Agreement.

XI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Plano and Lucas and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Plano and Lucas.

XII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

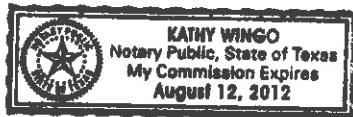
ACKNOWLEDGEMENTS

STATE OF TEXAS

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§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7 day of Oct., 2010, by **ROBERT PATRICK, CITY MANAGER** for the **CITY OF LUCAS, TEXAS**, a home-rule municipality, on behalf of such municipality.



Kathy Wingo

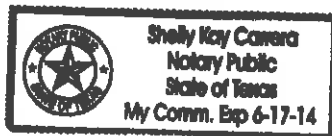
Notary Public, State of Texas

STATE OF TEXAS

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§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 22 day of October, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** for the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.



Shelly Kay Carrera

Notary Public, State of Texas

subcontract or transfer any interest in this Agreement without prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:



CITY OF LUCAS, TEXAS

BY: Robert Patrick
Robert Patrick, City Manager

APPROVED AS TO FORM:

Joe Gorfida Jr.
Joe Gorfida Jr., City Attorney

CITY OF PLANO, TEXAS

BY: Thomas H. Muehlenbeck
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

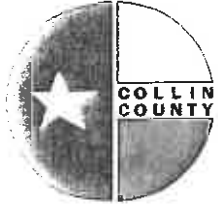
Diane C. Wetherbee
Diane C. Wetherbee, City Attorney

Fire Rescue Workshop – June 5, 2014

Item 9g – Current Agreements

Backup Material:

1. Agreement for the Provision of Firefighting and Fire Protection Services with Collin County effective October 2013 with automatic renewal for successive one year terms with budgeted revenue of \$36,000 for fiscal year 13/14.
2. Interjurisdictional Mutual Aid Agreement effective on the date of adoption (August 2008) and automatically renews for one year terms.
3. Interlocal Automatic Mutual Aid Agreement with the Town of Fairview and the City of Parker executed September 2008 and automatically renews for one year terms.
4. Interlocal Cooperation Agreement with Seis Lagos Utility District executed in November 2009 and automatically renews for one year terms with budgeted revenue of \$126,514 for fiscal year 13/14.



COLLIN COUNTY

Nov 2013
County Fire Agreement
Fire Marshal's Office
4690 Community
Suite 200
McKinney, Texas 75071
972-548-5576
975-548-5574 fax
www.collincountytx.gov

*First Responders
medical?*

November 18, 2013

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

Re: Agreement for the provision of Firefighting and Fire Protection Service

Dear Sir/Madam;

Attached is a fully executed copy of the Firefighting and Fire Protection Service agreement.

Also attached is a vendor registration form and W-9 form to be completed and returned to our office as soon as possible. The checks due to your local fire department will not be distributed until the forms have been returned and processed through the Purchasing and Auditor Departments.

If you have questions or concerns do not hesitate to contact our office for assistance.

Respectfully,

Monica Love
Administrative Assistant

RECD NOV 20 2013

COUNTY OF COLLIN §
§

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

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

RECITALS

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

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

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

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

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

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

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

II. Obligations and Responsibilities of AGENCY

5 10 AM 02 100 01

62/10/01

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

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

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

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

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

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

III. Obligations and Responsibilities of COUNTY.

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

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

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

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

IV. **Effective Date, Term and Termination.**

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

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

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

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

V. **Miscellaneous**

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

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

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

> and
CM

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

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

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

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

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

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

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

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

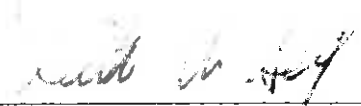
5.10 **Authority.** The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

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

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

COUNTY

Collin County, Texas




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



Date

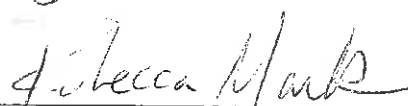
ATTEST:




Stacey Kemp, County Clerk

AGENCY

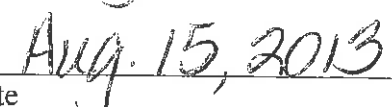




Name

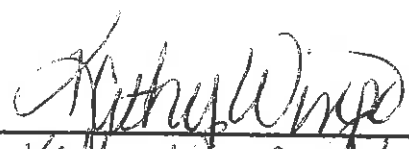


Title



Date

ATTEST:



Kathy Wingo, City Secretary

EXHIBIT A

MAP OF AGENCY FIRE DISTRICT

Lucas Fire Department

Fire Station W





COLLIN COUNTY VENDOR REGISTRATION

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

NEW UPDATE

PURCHASE ORDER TO:

Legal Business Name: CITY OF LUCAS

DBA: _____

Address: 665 Country Club

City: LUCAS State: TX Zip Code: 75002

Contact Name: Liz Exum

Contact Email Address: lexum@lucastexas.us

Contact Phone Number & Extension: 972-727-8999 Fax: 972-727-0091

Email Address for Purchase Orders (if different from above): _____

After Hours Contact/Phone: 214-471-4901

Please read the Collin County Terms & Conditions on our website: www.collincountytx.gov/purchasing/poteterms.pdf

Please contact the Collin County Purchasing Department at 972-548-4165 or purchasing@co.collin.tx.us should any of this information change in the future, or if you require additional information.

REMIT PAYMENT TO: (PLEASE SEND A COPY OF YOUR W-9 WITH THIS FORM)

Legal Business Name: CITY OF LUCAS

DBA: _____

Address: 665 Country Club

City: LUCAS State: TX Zip Code: 75002

Contact Name: Liz Exum

Contact Email Address: lexum@lucastexas.us

Contact Phone Number & Extension: 972-727-8999 Fax: 972-727-0091

Please contact the Collin County Auditor's Office at 972-548-4731 or accounts.payable@co.collin.tx.us should any of this information change in the future, or if you require additional information.

Vendor Representative: [Signature] Date: 11-27-13

Countywide
Mutual Aid
Agreement 2008

**INTERJURISDICTIONAL
MUTUAL AID AGREEMENT**

STATE OF TEXAS §
COUNTY OF COLLIN §

This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among Collin County, Texas ("County"); local government entities; and organized volunteer groups providing emergency response services located within or partially within the County (collectively, "the Parties").

RECITALS

The Parties recognize the vulnerability of the people and communities located within the County to damage, injury, and loss of life and property resulting from Emergencies, Disasters and/or Civil Emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural emergency or disaster incidents, all capable of causing severe danger to life and damage to property; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such Emergency, Disaster or Civil Emergency incidents; and

Texas Government Code Section 418.109.(d), Authority to Render Mutual Aid Assistance, states in part that "A local government entity or organized volunteer group may provide mutual aid assistance on request from another local government entity or organized volunteer group"; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies, Disasters and/or Civil Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791.027, Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002(b), Law Enforcement Assistance of the Law Enforcement Services Provided Through Cooperation of Municipalities, Counties and Certain Other Local Governments Chapter; Local Government Code Chapter 352.019, Cooperation With Other Fire Protection Agencies; Greater Dallas-Fort Worth Regional Law Enforcement Interlocal Assistance Agreement; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and personnel is available, and would help ensure that

Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct.
2. **DEFINITIONS**. For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.
 - B. **CIVIL EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - C. **DESIGNEE OF THE REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (DESIGNEE)** – Designee(s), as approved by the Emergency Management Director or the Authorized Official of a Local Governmental Entity or Organized Volunteer Group, include:
 - Emergency Management Coordinator
 - Fire Chief
 - Chief of Police
 - Incident Commander
 - City Manager or Assistant City Manager
 - Town Administrator
 - Dispatcher or other member of the requesting organization on behalf of one of the above designees.
 - D. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.
 - E. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
 - F. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

G. PARTY or PARTIES – means the local governmental entity(ies) or organized volunteer group(s) that are signatories to and have agreed to adopt this mutual agreement.

H. RESPONDING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (RESPONDING PARTY)– means a local governmental entity or organized volunteer group providing mutual aid assistance in response to a request under the agreement, i.e. furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

I. REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (REQUESTING PARTY) means a local governmental entity or organized volunteer group requesting mutual aid assistance under this agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

3. **PARTY'S EMERGENCY MANAGEMENT PLAN (EMP)**. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code or be a signatory to the Collin County Emergency Management Plan. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

At minimum, each Party must document either in their EMP or separately, if a signatory of the Collin County Emergency Management Plan, the following:

- Chain of Command
- Continuity of Operations Plan
- Response Capabilities and Plan
- Mutual Aid Request Procedures, and
- Recovery/Recall Process/Procedures

4. **EMERGENCY MANAGEMENT DIRECTOR**. The County Judge of the County and the Mayor of each participating municipality in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

5. **ACTIVATION OF AGREEMENT**. This Agreement may be activated by:

(a) The Emergency Management Director of the affected Party after signing:

(1) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code; or

(2) A finding of a state of Civil Emergency;

Or

(b) A determination by the Designee of the Party having jurisdiction that the incident, emergency, disaster or imminent threat of an emergency or disaster is such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is still active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Emergency Management Director or the Designee of the Requesting Party may request Mutual Aid assistance by:

(1) submitting a written Request for Assistance to an Responding Party;

or

(2) orally communicating a request for Mutual Aid assistance to a Responding Party following a mutually acceptable procedure.

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

A. REQUESTS DIRECTLY TO RESPONDING PARTY: The Requesting Party may directly contact the Emergency Management Director of the Responding Party or the Designee of the Responding Party and provide the necessary information as prescribed in Section 6.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the incident, emergency, disaster, damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular kind and type of assistance needed;
- 3) The amount, kind and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Emergency Management Director of the Responding Party or the Designee of the Responding Party agrees to assess local resources to

determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE RESPONDING PARTY. An Emergency Management Director or the designee of the Responding Party who determines that the Responding Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

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

It shall be the responsibility of each Party to this agreement to achieve and maintain NIMS compliance and to operate according to the Incident Command System at all emergency incidents, joint training exercises and special events. All responding personnel must be qualified and certified to perform the tasks assigned during mutual aid operations as determined by the current NIMS compliance criteria.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide available Mutual Aid assistance under this Agreement in accordance with the North Central Texas Multi-Agency Coordination Centre (Regional Disaster Resource Coordination System) and the Texas Statewide Mutual Aid System. Additionally, each Party will develop a continuity of government plan or continuity of operations plan (COOP) which specifies those positions authorized to activate this Agreement.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of

the Responding Party from the time of their arrival at the designated location to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable. Upon arriving at the designated incident check-in location, Responding Parties shall ensure that interoperable communications is coordinated or facilitated by the Requesting Party. This includes confirmation of frequencies, talk group assignments and radio protocols to be used on the incident. Radio protocols and procedures shall be NIMS compliant.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration and special conditions of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the incident, and provide copies to each Responding Party. This may be a copy of the Incident Report completed by the Requesting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

7. **COSTS.** All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first eight (8) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. All Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

8. **INSURANCE**

A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own

actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

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

D. **OTHER COVERAGE:** The Responding Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

9. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Except as specifically stated in this agreement, each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

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

11. **TERM.** This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

12. **ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.

13. **RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. **OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Emergency, Disaster

and/or Civil Emergency situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement or contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to provide Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and so long as the requesting county or municipality agrees to reimbursement of the reasonable and documented costs of the Responding Party that provided Mutual Aid.

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

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

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

18. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.

19. **AGREEMENT REVIEW.** The Collin County Fire Marshal shall cause a review of this agreement every five (5) years unless other circumstances warrant a more frequent review.

20. **TERMINATION.** Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

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

22. **NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official or authorized official of an organized volunteer organization, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

23. **WARRANTY.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

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

26. **SIGNATORIES.** The Collin County Fire Marshal's Office shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document and copies of signed documents from every other Party to this Agreement.

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EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Collin County, Texas:

NAME: Keith Self Date: _____

Signature: _____
County Judge

Local Government Entity or Organized Volunteer Group:

City of Lucas

NAME: Bill Carmickle Date: July 3, 2008

Signature: _____
Mayor

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THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Inter-Jurisdictional Mutual Aid Agreement, City of Lucas – Homeland Security


On **August 12, 2008**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Keith Self
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Kathy Ward**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered approval of an Inter-Jurisdictional Mutual Aid Agreement with the City of Lucas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Inter-Jurisdictional Mutual Aid Agreement with the City of Lucas for civil emergencies and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.



Keith Self, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



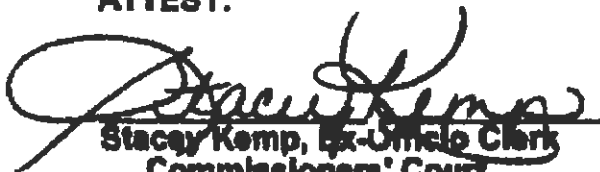
Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4



ATTEST:



Stacy Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

June 2005

STATE OF TEXAS §

§

INTERLOCAL AUTOMATIC MUTUAL AID AGREEMENT

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Lucas, Texas ("Lucas"), the City of Parker, Texas ("Parker"), and the Town of Fairview ("Fairview"), (hereinafter collectively referred to as the "Participating Cities") acting by and through their duly authorized officers.

RECITALS:

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement which provides automatic mutual aid for the purpose of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions (collectively "Emergency Services"); and

WHEREAS, Chapters 791 and 418 of the Texas Government Code provide authorization for local governments to contract with one another to provide for mutual aid in the protection of life and property from fires and disasters; and

WHEREAS, the parties desire to secure the benefits of automatic mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement; and

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

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

**ARTICLE I
PURPOSE**

The purpose of this Agreement is for the Participating Cities to provide automatic mutual aid that will be simultaneously dispatched for the purposes of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions, as the need arises.

**ARTICLE II
TERM**

2.1 This Agreement shall be for a term of one (1) year beginning on the last day of execution hereof (the "Effective Date"). This Agreement shall automatically renew for successive periods of one

(1) year under the terms and conditions stated herein, unless superseded by another agreement, or terminated as provided herein.

2.2 A party may terminate its participation in this Agreement by providing sixty (60) days prior written notice to the other party. The written notice of intent to terminate shall be delivered to the Mayor and/or their designee by certified mail, return receipt requested or hand-delivery.

ARTICLE III AUTOMATIC MUTUAL AID

3.1 Services upon Request. Services under this agreement will be dispatched by a simultaneous tone to each party. Firefighting or rescue personnel and equipment based upon availability will be dispatched to any point within the territorial limits of the requesting party designated by the fire chief, or fire marshal, or their designee, or fire alarm operator/dispatcher of the requesting party. The responding party shall determine the advisability of sending equipment and personnel to the territorial limits of the requesting party and the judgment of the responding party shall be final in all respects.

3.2 Dispatch of Personnel and Equipment. The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The amount and type of equipment and number of personnel sent by the responding party, subject to the discretion authorized below, shall be established by written protocol and agreed to by each of the fire chiefs of the participating cities. The alarm operator/dispatcher for each party shall receive a copy of such written protocol as agreed to by the fire chiefs. Provided however, the amount and type of equipment and the number of personnel to be furnished, if any, shall be at the sole discretion of the responding party.
- b. The requesting party shall be responsible for any fees, charges and wages for any equipment of personnel requested by the requesting party that is in addition to the equipment and personnel initially provided by the responding party.
- c. All equipment used by the responding party in carrying out this Agreement will, during the time response services are being performed, shall be owned by such responding party; and all personnel acting pursuant to the Agreement will, during the time response services are required, be paid personnel of the responding party or a member of an organized volunteer fire department.
- d. At all times while equipment and personnel of the responding party are traveling to, from, or within the territorial limits of the requesting party including geographical response area of the requesting party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, by the responding party. Such equipment and personnel shall, be deemed to be engaged in the performance of a governmental function of responding party when acting pursuant to this Agreement.

- e. The responding party shall report to the fire scene officer or to the designated representative of the requesting party in charge of the requesting party's forces at the location to which the personnel and/or equipment are to be dispatched and assist in emergency services.
- f. The responding party shall be released by the requesting party when the services of the responding party are no longer required or when the responding party determines that further assistance should not be provided.

3.3 Salary and Benefits. The personnel who are ordered by the official designated by a responding party to perform duties outside the territorial limits of that party pursuant to this Agreement, are entitled to the same wage, salary, pension, and all other compensation and rights, if any, for the performance of such duties, including injury or death benefits, and workers' compensation benefits, as though the services had been rendered for and within the territorial limits of the party where such personnel are regularly employed. Further, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing, and expenses of travel, food and lodging shall be paid by the party in which the employee in question is regularly employed.

3.4 Liability. In the event that any person performing duties subject to this Agreement shall be cited as a defendant to any State or Federal civil lawsuit arising out of such person's official actions while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that such person would be entitled to receive and/or assert had such a civil action arisen out of an official act within the scope of such person's employment as an employee of the party where regularly employed. The benefits described herein shall be provided by the party where the person is regularly employed. However, in the situations where the requesting party may be liable, in whole or in part, for the payment of damages, then the requesting party may intervene in such cause of action to protect its interests.

3.5 In order to assist each other in the process of automatic or requested mutual aid response planning, each party shall inform the other party of mutual aid agreements which each party has instituted with other municipalities, entities, counties, or other State agencies.

3.6 This Agreement is made for each respective party's fire department and/or fire investigative units as an automatic mutual aid agreement to be construed in conformity with the Disaster Act of 1975, Texas Government Code, Chapter 418, as amended.

3.7 The parties agree that the other party may equip their respective fire departments with radio equipment and/or frequencies that enable communication between units and/or stations of the agencies of the parties involved, and that its installation whether base, mobile, or portable does not insure the continuance of permission to have that capability. Each party agrees that radio channels belonging to another party will be used only in mutual aid situations, and not for traffic for daily operations of their respective agencies. The provisions of this section 3.7 may be terminated by sixty (60) days prior written notice to the other party without affecting any other provision of this Agreement or termination of the Agreement as a whole.

**ARTICLE IV
MISCELLANEOUS**

4.1 Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without prior written unanimous consent of all parties hereto.

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

4.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be constructed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the parties.

4.5 Entire Amendment. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

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

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

4.8 Recitals. The recitals of this Agreement are incorporated herein.

4.9 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivered to the party at the address set forth below:

If intended for the Town Of Fairview:

Town Manager
Town of Fairview
500 S. State Hwy 5
Fairview, TX 75069

If intended for the City of Lucas:

City Administrator *Manager*
City of Lucas
151 Country Club Road
Lucas, TX 75002

If intended for the City of Parker:

City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

EXECUTED this 3 day of June, 2008.

TOWN OF FAIRVIEW, TEXAS

By: *Shirley A. Clark*
Mayor

ATTEST:

By: *Michelle Louis Swain*
Town Secretary

EXECUTED this 4 day of September, 2008.

CITY OF LUCAS, TEXAS

By: *Bill Lee*
Mayor

ATTEST:

By: Kathryn Winzo
City Secretary



EXECUTED this 12th day of August, 2008.
Res 2008-229



CITY OF PARKER, TEXAS

By: [Signature]
Mayor

ATTEST:

By: Carrie A. Smith
City Secretary

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

This agreement (“Agreement”) is made and entered into by and among the City of Lucas, Texas, (“Lucas”) and the Seis Lagos Utility District (“Seis Lagos”), acting by and through their authorized officers.

RECITALS:

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement for the purposes of active firefighting, rescue, and disaster aid and assistance, and the investigation of fires and explosions (collectively, “Emergency Services”); and

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

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

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

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

Article I
Firefighting and Emergency Services

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

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

- (a) Lucas shall extend its 911 emergency call and dispatch system to Seis Lagos;
- (b) Lucas will provide the same level and quality of service in performing the terms of this Agreement as are provided in the corporate boundaries of Lucas. Lucas

shall take all actions necessary to include Seis Lagos in its emergency service area/district as necessary for Seis Lagos to receive the benefit of participation by Lucas in Collin County mutual aid or similar agreements. Nothing contained in this Agreement, however, shall require Lucas to construct new facilities, purchase new equipment or retain additional personnel where, in the discretion of the Fire Chief, sufficient equipment, personnel and facilities exist or are available to accommodate appropriate levels of readiness and protection. The City of Lucas does not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality; and

- (c) Seis Lagos agrees to provide Lucas with a copy of the latest official map of Seis Lagos following execution of, and for the duration of, this Agreement.

Article II Term and Termination

2.1 This Agreement shall begin on the last date all parties have executed this Agreement ("Effective Date") and shall continue until September 30, 2010. This Agreement shall automatically renew on October 1 of each year for an additional one (1) year terms unless otherwise terminated by either party as provided herein.

2.2 Either Party may terminate this Agreement by giving the other party sixty (60) days advance written notice of their intent to terminate.

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

Article III Costs for Services

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

- (a) The Adjusted Annual Fire Department Budget for the upcoming fiscal year shall be divided by the Total Combined Tax Values for the upcoming fiscal year to establish the Rate for the year. The Rate shall then be multiplied by the Seis Lagos Certified Taxable Property Value for the upcoming fiscal year to determine the Annual Contract Amount.
- (b) Definitions: The following definitions shall apply to the following terms whenever used in this Agreement:

Adjusted Annual Fire Department Budget shall mean the amount of total expenditures approved by the Lucas City Council for the Fire Department as part of Lucas' annual city budget, minus the following: (i) the amounts attributed to ambulance services; and (ii) the amounts paid by Lucas to a third party for 911 dispatch services. If the Adjusted Annual Fire Department Budget includes debt service incurred by Lucas to provide Emergency Services, then the annual debt service payments shall be included in the Adjusted Annual Fire Department Budget in lieu of the total cost of the equipment or improvements financed with such debt.

Total Combined Tax Values shall mean the amount calculated by adding the Certified Taxable Property Value for the fiscal year of Seis Lagos to the Certified Taxable Property Value for the fiscal year of Lucas.

Rate shall equal the amount equated by dividing the Adjusted Annual Fire Department Budget by the Total Combined Tax Values.

Certified Taxable Property Value shall mean the total certified taxable property values for Seis Lagos or Lucas, as adjusted for allowable homestead, elderly and disability exemptions, new construction, and annexations as determined each fiscal year by the Collin County Central Appraisal District.

Annual Contract Amount shall mean the amount payable by Seis Lagos and that is determined by multiplying the Rate by the Certified Taxable Property Value for Seis Lagos that was used in calculating the Total Combined Tax Values.

- (c) The following is provided to demonstrate how the Annual Contract Amount will be calculated each year, and uses actual figures to calculate the 2009/2010 contract charges which will be due and payable by Seis Lagos in accordance with the terms of this Agreement:

**INTERLOCAL FIRE SERVICE PROTECTION CALCULATION
BETWEEN CITY OF LUCAS AND SEIS LAGOS UTILITY DISTRICT
FOR FISCAL YEAR 2009-2010**

TOTAL CERTIFIED TAXABLE PROPERTY VALUE OF SEIS LAGOS *	\$ 105,945,000.00
TOTAL CERTIFIED TAXABLE PROPERTY VALUE OF LUCAS *	\$ 513,497,851.00
TOTAL COMBINED TAX VALUES	\$ 619,442,851.00
LUCAS FIRE DEPARTMENT BUDGET FY 2009-2010	\$ 454,302.76
MINUS 911 DISPATCH	\$ (27,550.00)
MINUS EMS/AMBULANCE SERVICE	\$ (36,000.00)
ADJUSTED ANNUAL FIRE DEPARTMENT BUDGET	\$ 390,752.76
DIVIDED BY TOTAL COMBINED TAX VALUES	\$ 619,442,851.00
RATE	0.000631
TOTAL CERTIFIED TAXABLE PROPERTY VALUE OF SEIS LAGOS FOR FISCAL YEAR 2009	\$ 105,945,000.00
TIMES RATE	0.000631
TOTAL ANNUAL CONTRACT AMOUNT (2009-2010 CHARGES)**	\$ 66,851.30

* PER COLLIN COUNTY CENTRAL APPRAISAL DISTRICT WEBSITE, CERTIFIED EXISTING PROPERTY TAXABLE VALUE

**DISPATCH CHARGES WILL BE INVOICED SEPERATELY AND DUE AS SET FORTH IN 3.1 (i). The estimated 2009-2010 charges for dispatch are \$6,455.40.

- (d) The Annual Contract Amount shall be paid in four equal quarterly payments due on or before the fifteenth (15th) day of each quarter, as follows:
- i. October 15
 - ii. January 15
 - iii. April 15
 - iv. July 15 (will be adjusted as provided herein)
- (e) Lucas shall provide Seis Lagos a copy of its annual audit report each year within fifteen (15) business days following acceptance thereof by the Lucas City Council. If the annual audit report shows the amount actually spent for Emergency Services, taking into account the adjustments required by paragraph 3.a. and 3.b. above, differs from the Adjusted Annual Fire Department Budget that year, the Annual Contract Amount paid for the previous fiscal year shall be recalculated using the actual amounts spent and the July 15 quarterly payment, for the then current fiscal year shall be adjusted up or down based upon the recalculation. Notwithstanding the foregoing, if the adjustment results in a reduction in the amount due for the previous year, such amount will be applied first to any Amortized Payments that may be due and the remaining amount, if any, shall be applied to the July 15 quarterly payment.
- (f) Lucas agrees to furnish Seis Lagos with the Annual Contract Amount for the next annual period to start October 1 not later than the immediately preceding September 1st. If the Adjusted Annual Fire Department Budget increases more than fifteen percent (15%) from the prior fiscal year Adjusted Annual Fire Department Budget, then to the extent the increase exceeds fifteen percent (15%), any amount over 15% shall be divided into two (2) equal payment amounts (each equal amount an "Amortized Payment"). An Amortized Payment shall be added to the Annual Contract Amount for the next two (2) fiscal years that will begin twelve (12) months from the then upcoming October 1. If an Amortized Payment for a previous year has already been added to an upcoming fiscal year, then the Amortized Payments shall be added to the next two following annual terms for which an Amortized Payment has not already been carried forward.
- (g) If this Agreement is terminated by either party as provided herein, the Annual Contract Amount to be paid by Seis Lagos during the then current year shall be pro-rated for that portion of the year in which services under this Agreement were provided; and following the termination date, Seis Lagos shall pay to Lucas in full any Amortized Payments that carried forward within 90 days following the termination date.
- (h) Lucas shall notify Seis Lagos in writing of any upcoming increase in an Adjusted Annual Fire Department Budget that is attributable to adding paid staff and/or firefighters to the Fire Department or constructing another fire station at least nine (9) months prior to the start of the fiscal year that Lucas anticipates such cost increases going into effect. Such notification is not required to contain exact cost figures, but must contain a reasonable and good faith estimate of the anticipated

increase in the future Adjusted Annual Fire Department Budget so that Seis Lagos can estimate the amount of future Annual Contract Amounts.

- (i) In addition to the Annual Contract Amount and any Amortized Payments that may be due under this Agreement, Seis Lagos agrees to pay Lucas for its actual costs in receiving 911 dispatch services from a third party for property within the boundaries of Seis Lagos. As of the effective date of this Agreement, Lucas contracts with the City of Plano for dispatch services and pays for such services based upon the number of rooftops in the service area. Lucas shall have sole discretion in determining its provider of 911 dispatch services and the manner in which it is charged, provided that the method of cost calculation is the same for Seis Lagos' territorial boundary as for Lucas' corporate boundary. Lucas shall provide written notice to Seis Lagos of the amount it must pay to Lucas on an annual basis, which notice shall include a copy of Lucas' contract with the third party service provider. Seis Lagos shall pay the amount owed for 911 dispatch services within thirty (30) days of receipt of the written notice of amount owed from Lucas.

3.2 Lucas shall not be reimbursed or compensated by Seis Lagos for its costs incurred when acting pursuant to this Agreement. The personnel who are assigned, designated or ordered to perform duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation and rights for the performance of such duties, including injury or death benefits, and Workmen's Compensation benefits, as though the services have been rendered for and within the limits of Lucas where the person is regularly employed.

Article IV Independent Contractor

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

Article V Sovereign Immunity

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

Article VI

Liability

6.1 Lucas has and will maintain in full force and effect policies of public liability insurance covering all parties in the event of loss, damage or injury, to persons or property which may arise from the provision of service under this Agreement. The parties agree that they shall be responsible for civil liabilities in the manner provided by Section 791.006(a) of the Texas Interlocal Cooperation Act, as it existed on October 1, 2009. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

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

Article VII Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

(signature page to follow)

EXECUTED THIS 16th day of November, 2009.

SEIS LAGOS UTILITY DISTRICT

By: [Signature]
Rolando Ramon, Board President

ATTEST:

By: [Signature]
Michele Howard

APPROVED AS TO FORM:

By: [Signature]
Julie Fort
Attorney for Seis Lagos Utility District

EXECUTED THIS 5th day of November, 2009.

CITY OF LUCAS, TEXAS



By: [Signature]
Bill Carmickle, Mayor

ATTEST:

By: [Signature]
Kathy Wingo, TRMC, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Joe Gorfida, Jr., City Attorney
(JIG/cgo/10-01-09/39069)

fire only —

INTERLOCAL FIRE SERVICE PROTECTION CALCULATION
BETWEEN CITY OF LUCAS AND SEIS LAGOS UTILITY DISTRICT
FOR FISCAL YEAR 2013-2014

TOTAL CERTIFIED TAXABLE VALUE OF SEIS LAGOS *	\$ 113,074,101.00
TOTAL CERTIFIED TAXABLE VALUE OF LUCAS *	\$ <u>617,729,777.00</u>
TOTAL COMBINED TAX VALUES	\$ 730,803,878.00

LUCAS FIRE DEPARTMENT BUDGET FY 2013-2014	\$ 1,343,832.33
INCREMENTAL DEBT SERVICE FY 11-12	\$ 64,505.00
INCREMENTAL DEBT SERVICE FY 12-13	\$ 65,450.00
FY 13-14 DEBT SERVICE FIRE DEPT	\$ 174,862.00 ←
MINUS EMS INCREMENTAL	\$ (632,855.00)
MINUS 911 DISPATCH	\$ (27,795.00)
MINUS EMS/AMBULANCE SERVICE	\$ <u>(26,000.00)</u> ←

East Texas Coalition

ADJUSTED ANNUAL FIRE DEPARTMENT BUDGET	\$ 961,999.33
DIVIDED BY TOTAL COMBINED TAX VALUES	\$ <u>730,803,878.00</u>
RATE	0.1316%

TOTAL CERTIFIED APPRAISED VALUE OF SEIS LAGOS FOR FISCAL YEAR 2013-2014	\$ 113,074,101.00
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TIMES RATE	0.001316
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2013-2014 CONTRACT RATE BEFORE DISPATCH CHARGES	\$ <u>148,845.97</u>
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DISPATCH CHARGES PER CITY OF PLANO	\$ <u>6,455.40</u>
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TOTAL 2013-2014 CONTRACT RATE INCLUDING DISPATCH	\$ <u>155,301.37</u> ✓
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CONTRACT AMOUNT FISCAL YEAR 2012-2013 EXCLUDING DISPATCH	116,304.89
15% MAXIMUM INCREASE	133,750.62

CALCULATION FY 2013-2014	\$ 148,845.97
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DIFFERENCE BETWEEN MAX AND NEW CALCULATION	15,095.34
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DEFERRAL FY 14-15	\$ 7,547.67
DEFERRAL FY 15-16	\$ 7,547.67

QUARTERLY AMOUNTS DUE: No Deferral	\$ 148,845.97
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FIRST QTR FY 13-14	\$ 37,211.49	DUE 1-15-14
SECOND QTR FY 13-14	\$ 37,211.49	DUE 4-15-14
THIRD QTR FY 13-14	\$ 37,211.49	DUE 7-15-14
FOURTH QTR FY 13-14	\$ 37,211.49	DUE 10-15-14

Quarterly

CONTRACT TOTAL EXCLUDING DISPATCH	\$ <u>148,845.97</u>
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ANNUAL DISPATCH	\$ 6,455.40
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TOTAL CONTRACT AMOUNT INCLUDING DISPATCH	\$ <u>155,301.37</u>
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* PER COLLIN CENTRAL APPRAISAL DISTRICT WEBSITE
CERTIFIED EXISTING PROPERTY TAXABLE VALUE



**City of Lucas
Council Agenda Request
Meeting Date: June 5, 2014**

Name & Title of Requestor: Kathy Wingo – City Secretary

Agenda Item:

Adjournment.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A