



**PUBLIC NOTICE**  
**City Council Meeting 7:00 PM**  
**June 19, 2014**  
**City Hall - 665 Country Club Road**

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**Notice is hereby given that a Council Meeting of the City Council of the City of Lucas will be held on Thursday, June 19, 2014, 7:00 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.**

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**Agenda**

**Call to Order**

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

**Citizens' Input**

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

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1) Citizens' Input.

**Community Interest**

2) Items of Community Interest.

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.

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### 3) Consent and Approve:

- a) The minutes from the June 5, 2014 City Council Regular meeting. [**Wingo**]
  
- b) **Resolution # R-2014-06-00422** a resolution of the City Council of the City of Lucas, Collin County, Texas, hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the “Applicant” in dealing with Collin County, hereinafter referred to as “Grantor,” for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program, hereinafter referred to as the “Program”; certifying that the “Applicant” is eligible to receive program assistance; certifying that the “Applicant” matching share is readily available; and dedicating the proposed site for permanent public park and open space uses; and providing for an effective date. [**Hilbourn**]
  
- c) An Interlocal Agreement between the City of Lucas and Lovejoy Independent School District concerning Emergency Medical Services being provided by the City of Lucas at all Lovejoy Independent School District home games (Varsity, Junior Varsity and Middle School). [**Kitchens**]
  
- d) An Interlocal Agreement between the City of Lucas and TML Multistate Intergovernmental Employee Benefits Pool concerning employee healthcare benefits. [**Meehan**]

- e) A COBRA Continuation of Coverage Administrative Agreement between the City of Lucas and TML Multistate Intergovernmental Employee Benefits Pool concerning the requirements of Continuation of Coverage of healthcare benefits as required by Federal law. **[Meehan]**

### **Regular Agenda**

- 4) Update on Stormwater program. **[Hilbourn]**
- 5) Discuss and consider a professional services agreement with Kimley-Horn & Associates, Inc. for W. Lucas Road at Lewis Lane Capacity Analysis and Traffic Signal Timing Evaluation at the Southview Drive and Country Club Road intersections with Lucas Road; and to authorize the City Manager to execute said agreement in the amount not to exceed \$11,000.00. **[Hilbourn/Foerster]**
- 6) Discuss and consider the Microsoft Platform Licensing upgrade in the amount of \$29,953, authorize the City Manager to purchase and execute agreements approved to form by the city attorney for the upgrade, and adjust the FY 13-14 budget accordingly. **[Clarke/Foerster]**
- 7) Discuss and consider the award of a bid and enter into an agreement for the Central Fire Station Addition Project and authorize the Mayor to execute the contract. **[Hilbourn]**
- 8) Discuss and consider the approval of a Development Agreement between the City of Lucas and Lucas Christian Academy concerning a request to waive or defer required impact fees until start of the second phase of construction. **[Hilbourn]**
- 9) Discuss and consider allowing staff to move forward with annexations for Edgewood Estates, Claremont Springs Phase 2, Cimarron, and two lots containing fireworks stands on E. Lucas Road. **[Hilbourn]**

10) Discuss and consider the use of city facilities for non-city business meetings and events. [Wingo/Clarke]

11) Adjournment.

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

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**Approval**

Approved by: Mayor Rebecca Mark, June 13, 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, June 13, 2014, as required in accordance with Government Code §551.041.*

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Kathy Wingo, TRMC, MMC  
City Secretary

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

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# LUCAS CITY COUNCIL MEETING

Meeting Date: June 19, 2014

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## AGENDA ITEM:

- Call to Order
- Roll Call

	Present	Absent
Mayor Rebecca Mark	<input type="checkbox"/>	<input type="checkbox"/>
Seat 1 CM Wayne Millsap	<input type="checkbox"/>	<input type="checkbox"/>
Seat 2 CM Jim Olk	<input type="checkbox"/>	<input type="checkbox"/>
Seat 3 CM Steve Duke	<input type="checkbox"/>	<input type="checkbox"/>
Seat 4 CM Philip Lawrence	<input type="checkbox"/>	<input type="checkbox"/>
Seat 5 CM Debbie Fisher	<input type="checkbox"/>	<input type="checkbox"/>
Seat 6 MPT Kathleen Peele	<input type="checkbox"/>	<input type="checkbox"/>
- Determination of Quorum
- Reminder to silence cell phones
- Pledge of Allegiance

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## Staff Present:

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



**City of Lucas  
Council Agenda Request  
Meeting Date: June 19, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Citizens' Input.

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

N/A

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A

**Motion:**

No action required.



**City of Lucas  
Council Agenda Request  
Meeting Date: June 19, 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

**Motion:**

No action required.



**City of Lucas  
Council Agenda Request  
Meeting Date: June 19, 2014**

**Name & Title of Requestor: Kathy Wingo – City Secretary**

**Agenda Item:**

Consent and approve the minutes from the June 5, 2014 City Council Regular meeting.

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

1. Minutes from the June 5, 2014 City Council Regular meeting.

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A

**Motion:**

Approve with Consent Agenda Motion.





**City Council Regular Meeting &  
Lucas Fire Rescue Workshop 6:00 PM  
June 5, 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  
Fire Chief Jim Kitchens  
Finance Director Liz Exum

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Mayor Pro Tem Kathleen Peele led everyone in saying the Pledge of Allegiance.

**Regular Agenda**

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

City Secretary Kathy Wingo administered the Oaths of Office to Councilmember Wayne Millsap, Seat 1 and Councilmember Jim Olk, Seat 2.

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

**MOTION:** Councilmember Jim Olk made a Motion to appoint Kathleen Peele as Mayor Pro Tem to serve for a period of one year, term ending May 31, 2015. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

<h2>Citizens' Input</h2>
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- 3) Citizens' Input.

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

<h2>Community Interest</h2>
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- 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]**

Councilmember Debbie Fisher stated that 2x month watering continues through March 2015. Watch for the June newsletter for more information or visit the North Texas Municipal Water District's (NTMWD) website. Councilmember Fisher went on to say that 50% of the water used by each household is used for outside watering.

NTMWD will be releasing a media advisory on Friday, June 6<sup>th</sup> which states:

*NTMWD to begin using newly constructed Lake Texoma water pipeline. Officials with the NTMWD will be available on Friday, June 6, 2014, for media to view the recently completed Texoma pipeline. The 46-mile pipeline will allow NTMWD to resume using water supply from Lake Texoma, which has been off-line since 2009 due to an infestation of the invasive zebra mussel. The closed pipeline system will be connected to the NTMWD's water treatment facility where zebra mussels will be removed. Restoring the Texoma supply is a **good thing**, and will provide water supply; however, it does not change the effects of drought on Lakes Lavon and Chapman. We need everyone's help.*

*Follow our conservation strategy for this summer and use your sprinklers once every two weeks to water your lawn. We need ALL-IN TOGETHER.*

Development Services Director Joe Hilbourn stated that the City has received six (6) sealed bids for the Fire Station Expansion Project. The Committee will be reviewing the bids and bring back a recommendation to the City Council on June 19<sup>th</sup>.

Daniel, a local boy scout, was in attendance at tonight's City Council meeting to observe local government in action.

## Consent Agenda

The Consent Agenda was presented for consideration and action.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the Consent Agenda as presented. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

### 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**]

Michelle Burch, 2908 Opal Court, McKinney came forward to speak in OPPOSITION of this ordinance. Ms. Burch is owner of the Burch Fireworks located on E. Lucas Road.

Robert Burch, 2908 Opal Court, McKinney came forward to speak in OPPOSITION of this ordinance. Mr. Burch is owner of the Burch Fireworks located on E. Lucas Road.

Nathan Bullard, PO Box 398, Edgewood, Texas, came forward to express concerns with the proposed ordinance and to speak in OPPOSITION of said ordinance. Mr. Bullard is the owner of Mr. Biggs Fireworks located on E. Lucas Road.

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.

Jason Browning, Collin County Fire Marshall, came forward to give an update on the plan submitted this week to Collin County. The property owners are still working on the submitted plan to meet the requirements of the county.

There is no water in the area, water would have to be trucked in to the area to control any fire issues. It was determined that there was a 4" water line, but no fire hydrant, in the area which is not adequate to control any fire should there be one.

John Hafen, attorney for Mr. Biggs, 1125 Legacy Drive, Suite 250, Frisco, Texas, came forward to answer any questions concerning the event. Barricades will be paid for directly, rather than reimbursing the county. There would be off-duty officers that would staff the event to control the traffic, crowd, and overall safety. The county will have a few deputies assigned the area on July 4<sup>th</sup>. Portable bathrooms will be made available on the premises. Those are the three main concerns that the county had with the event.

Major Sanderson, Collin County Sheriff's Office, stated there will be Supervisor on duty that has the ability to shut down the road if the needs arises or should the event become unsafe.

Mayor Rebecca Mark asked the Council if they were willing to accept the traffic control as it is.

Councilmember Wayne Millsap stated that fire danger has not been addressed. However, the waterline in the area is not adequate to fight grass fires which would be a concern.

Mayor Pro Tem Kathleen Peele said the businesses do a good job with their areas. But the event has grown to such a magnitude that it has outgrown the area. There is a huge fire risk. There will be people who will leave the area to shoot their fireworks and firearms as well.

Councilmember Wayne Millsap asked if Council should pass this ordinance, how and who will enforce it.

Councilmember Jim Olk feels that the plan is not adequate to meet the safety and fire concerns.

Mayor Pro Tem Kathleen Peele stated that the plan submitted is better than nothing.

Councilmember Debbie Fisher asked that Council convene into Executive Session to seek advice from legal counsel at 7:22 p.m.

Mayor Rebecca Mark stated 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.

Council reconvened into Regular Session at 7:29 p.m.

There will be no action taken as a result of the Executive Session.

Fire Chief Jim Kitchens came forward and said that the lake is dry and should there be a low humidity day it could be a disaster for Lucas. It has the potential to be another Bastrop. There is nothing in the plan for evacuation in the plan submitted should the need arise to evacuate the area.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve **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 with an effective date of July 10, 2014. Councilmember Philip Lawrence seconded the Motion. Further discussion by Councilmember Jim Olk stating that this does not protect the citizens.as Council desired. Mayor Pro Tem Kathleen Peele withdrew her Motion, the seconded failed.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve **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 and sale of fireworks within 5,000 feet outside the City Limits of the City of Lucas with an effective date of July 10, 2014. Councilmember Philip Lawrence seconded the Motion. Motion failed. Vote: 2-5, Councilmember(s) Fisher, Olk, Duke, Millsap and Mayor Rebecca Mark voting NAY.

**MOTION:** Councilmember Jim Olk made a Motion to approve **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 effective immediately on passage. Motion dies with the lack of a second.

Mayor Rebecca Mark called for any further Motions, being none, no action to be taken. The ordinance number will be used at a later date.

Council would like to see this come back soon to include all nuisances in the ETJ. Council would like to also consider the annexation of this area.

- 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

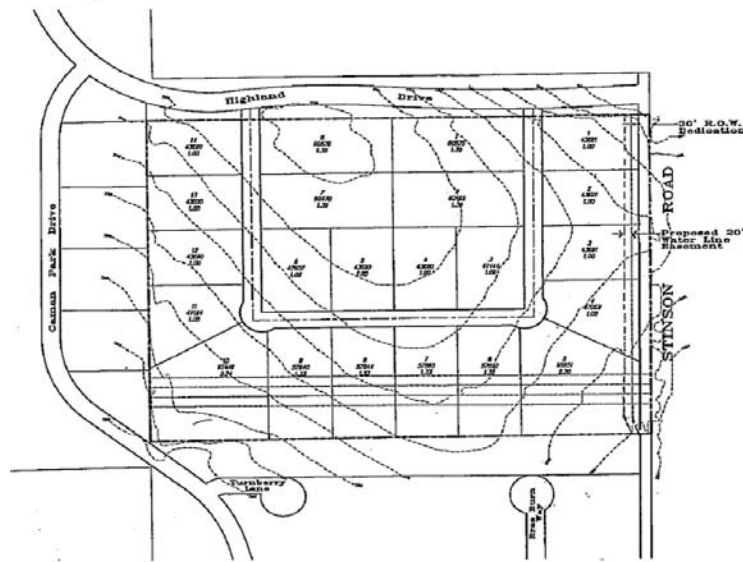
30.6018± acres, located at the southwest corner of the intersection of Highland Drive and Stinson Road. [**Estates at Stinson Highlands**] [**Hilbourn**]

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.

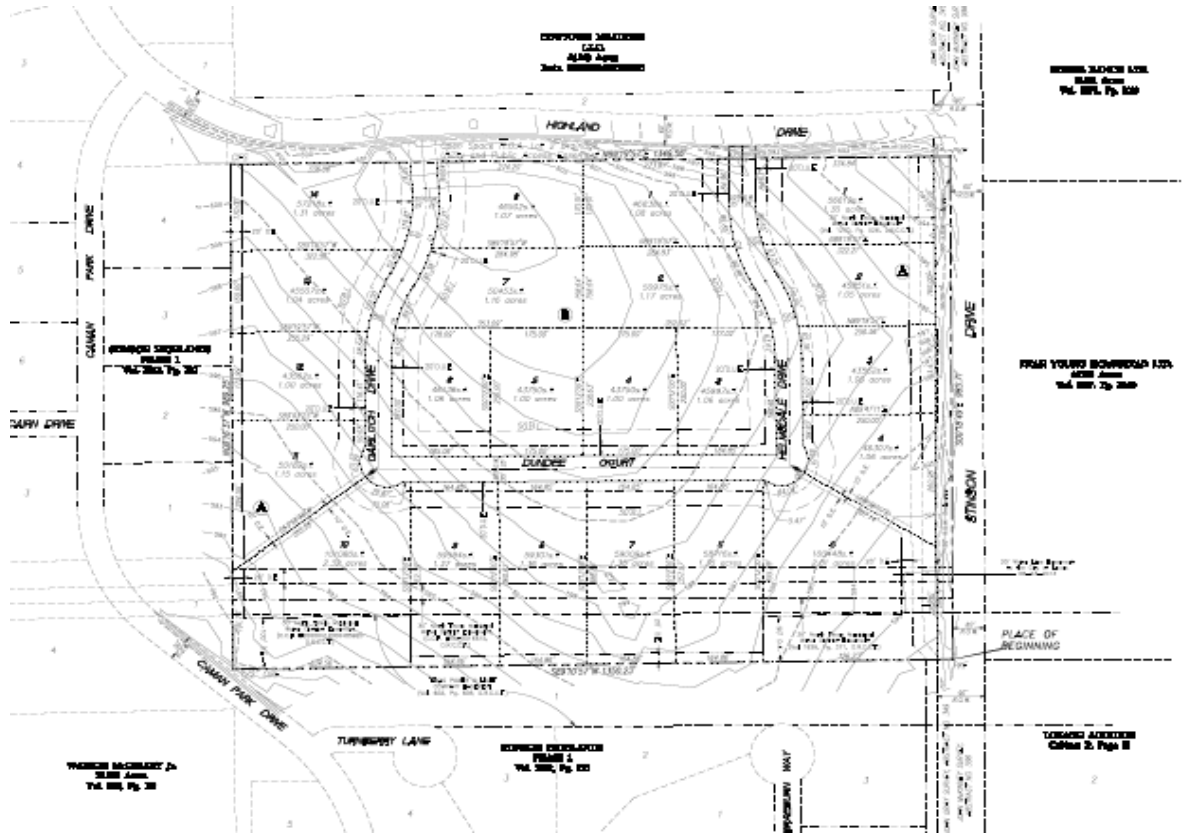
1. Lot size minimum one acre, with a minimum of `150' of road frontage.
2. Setbacks: 50' front, 30' rear, 20' each side (or ten percent of lot width whichever is less)
3. Accessory building not to exceed 50% of the first floor air conditioned space of the main residence, must be made of the same materials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

Approved Concept Plan:



Proposed Preliminary Plat:



This is an administrative approval. The plat meets the cities requirements. Staff recommends approval as presented. Planning and Zoning Commission recommended approval at the May 8, 2014 Planning & Zoning Commission meeting.

**MOTION:** Councilmember Debbie Fisher made a Motion to approve the 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. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 7-0.

- 8) Discuss and consider any and all future elections for the City of Lucas to be conducted by Collin County Elections Administration. **[Wingo]**

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.

**MOITON:** Councilmember Wayne Millsap made a Motion to approve the City of Lucas to contract with the Collin County Elections Administration to conduct the next election. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-1, Councilmember Debbie Fisher voting NAY.

The City Council took a short break, while Staff set up for the workshop. The City Attorney left the meeting.

Council reconvened into workshop session at 8:30 p.m.

## 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

The fire district map that was included in the packet is set by Collin County, not by the City of Lucas. The City of Lucas, for providing fire protection in the fire district, gets \$36,000 each year.

City Manager Joni Clarke asked the Council to consider the following questions:

1. Does Council wish to continue the coverage in Seis Lagos, which now would include the new Brockdale development?
2. Does Council wish to provide service in the Inspiration Utility District?
3. What does the Council see as the service area for the City of Lucas?

The answers to these questions would provide input for staff in preparing for the upcoming budget process.

Gary Johnson, 299 Connorly, Lucas, Texas came forward to speak. Mr. Johnson has lived in Lucas since June 2000. For the longest time, Mr. Johnson was unaware that he did not live in the city. Mr. Johnson serves as a Lucas Volunteer Fire Rescue member. There have been many positive changes over the past several years. Mr. Johnson asks that Council consider providing service to the Commons of Camden and Seis Lagos so that his family would be provided with the outstanding service offered by Lucas Fire Rescue.

The Seis Lagos contract is only for fire and first responder medical and does not include EMS. If the City does serve as first responder to the calls in Seis Lagos, however if the City does not transport, the call cannot be billed.

Councilmember Debbie Fisher states the map has Lucas being the regional solution. Councilmember Fisher is not in favor of providing any services to the Inspiration Utility District, some 1400-2400 homes.

Mayor Pro Tem Kathleen Peele agreed. The contract with Seis Lagos and Brockdale must be for both fire and EMS services.

Council agreed that the City's fire district would include Brockdale, Commons of Camden, Seis Lagos, and the ETJ.

b) Consider the applicability of creating a Department of Public Safety.

There have been several fact finding visits to other cities, Highland Park and Fate were two of the cities visited. Staff would like to propose creating a Public Safety Concept. This would take at least one year to put together a solid plan.

The ambulance service is becoming very busy in the city. Citizens are finding that the response time is less so they are calling 911 rather than using personal vehicles to transport family members to the hospital.

Mayor Pro Tem Kathleen Peele is not in favor of creating a Department of Public Safety at this time. The City is not going to be that big and the need would just add extra burden to the City, which is not justified.

Councilmember Philip Lawrence agreed with Mayor Pro Tem Kathleen Peele.

Councilmember Jim Olk stated that Council might have eliminated the need for this with the establishing the fire district. With less density brings less crime.

Councilmember Debbie Fisher feels that now is not the time. When the time comes, Councilmember Fisher would like some sort of hybrid program. Council needs to see what the EMS is going to cost before adding a police department.

Mayor Rebecca Mark stated that on a daily basis she witnesses a lot of unsafe driving. Having one deputy, five days a week is not going to service us long term with all the growth the city is experiencing. Council needs to continue to monitor and evaluate this for the future so that the City is prepared to make an informed decision.

Councilmember Steve Duke thanked the City Manager and Fire Chief for bringing this to Council for discussion.

c) Consider the current staffing levels including both full-time and volunteer.

City Manager Joni Clarke believes that the number of paid staff per shift is inadequate. City Manager Clarke reviewed the Local Fire Department Statistics for FY 2013.

There have been 52 calls which the ambulance has responded since the beginning of these services being offered. Every call varies but the standard is the ambulance is dispatched then a truck a few minutes behind. The truck is cancelled prior to arriving at the scene should it be determined that the call can be taken care of by the two personnel in the ambulance.

The City is short of staff, we are losing volunteers, and the call volume has increased dramatically. There is not a lot of coverage during the day with the volunteers. When individuals take vacations, there will be some overtime necessary to provide the coverage.

A lot of departments are going with paid part-time positions. Positions that work less than 19 hours per week which do not have benefits. Perhaps a full time person that is considered a floater could be a short time solution.

Due to the lateness of the hour, Council will consider this and the remainder of the items during the budget workshops.

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.

**MOTION:** Councilmember Wayne Millsap made a Motion to adjourn the meeting at 9:47 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 19, 2014.

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Rebecca Mark  
Mayor

ATTEST:

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Kathy Wingo, TRMC, MMC  
City Secretary



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

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

**Agenda Item:**

Consent and approve **Resolution # R-2014-06-00422** a resolution of the City Council of the City of Lucas, Collin County, Texas, hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the “Applicant” in dealing with Collin County, hereinafter referred to as “Grantor,” for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program, hereinafter referred to as the “Program”; certifying that the “Applicant” is eligible to receive program assistance; certifying that the “Applicant” matching share is readily available; and dedicating the proposed site for permanent public park and open space uses; and providing for an effective date.

**Background Information**

Collin County Parks awards grants to municipalities for parks.

**Attachments/Supporting Documentation:**

1. Copy of Resolution
2. Copy of Parks Grant Application

**Budget/Financial Impact**

Cost to the general fund \$64,000.

**Recommendation**

Approve Staff to move forward and apply for a grant to add a trailhead on East Winningkof Road adjacent to the existing water tower site.

**Motion**

I make a Motion to approve/deny **Resolution # R-2014-06-00422** a resolution of the City Council of the City of Lucas, Collin County, Texas, hereinafter referred to as “Applicant,” designating certain officials as being responsible for, acting for, and on behalf of the “Applicant” in dealing with Collin County, hereinafter referred to as “Grantor,” for the purpose of participating in the Collin County Parks and Open Space Project Funding Assistance Program, hereinafter referred to as the “Program”; certifying that the “Applicant” is eligible to receive program assistance; certifying that the “Applicant” matching share is readily available; and dedicating the proposed site for permanent public park and open space uses; and providing for an effective date.

**RESOLUTION # 2014-06-00422**  
**[PARKS GRANT]**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE “APPLICANT” IN DEALING WITH COLLIN COUNTY, HEREINAFTER REFERRED TO AS “GRANTOR,” FOR THE PURPOSE OF PARTICIPATING IN THE COLLIN COUNTY PARKS AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE “APPLICANT” IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE “APPLICANT” MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND OPEN SPACE USES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the “Applicant” is fully eligible to receive assistance under the “Program”; and,

**WHEREAS**, the “Applicant” is desirous of authorizing an official to represent and act for the “Applicant” in dealing with the “Grantor” concerning the “Program.”

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

**SECTION 1.** The “Applicant” hereby certifies that it is eligible to receive assistance under the “Program.”

**SECTION 2.** The “Applicant” hereby certifies that the matching share for this application is readily available at this time.



**SECTION 3.** The “Applicant” hereby authorizes and directs its City Manager to act for the “Applicant” in dealing with the “Grantor” for the purpose of the “Program,” and Joni Clarke is hereby officially designated as the representative in this regard.

**SECTION 4.** The “Applicant” hereby specifically authorizes the official to make application to the “Grantor” concerning park site improvements.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS THE 19<sup>TH</sup> DAY OF JUNE, 2014.**

APPROVED:

---

Rebecca Mark  
MAYOR

ATTEST:

---

Kathy Wingo, TRMC, MMC  
CITY SECRETARY



**Collin County  
Parks and Open Space  
Project Funding Assistance Program  
Application**

Please use Arial Font size 11 and submit a signed original Application and 12 photocopies stapled and pages numbered. Please no cover pages, this should be Page 1.

**SECTION 1: APPLICANT AND PROJECT INFORMATION**

<b>1. Project Applicant Information</b>	
Applicant – (Legal Name): <b>City of Lucas</b>	Project Contact Name/Title: <b>Joe Hilbourn</b>
Complete Mailing Address: <b>665 Country Club Lucas, TX 75002</b>	Telephone Number: <b>972-727-8999 ext. 223</b>
Fax Number: <b>972-727-0091</b>	E-mail Address: <b>jhilbourn@lucastexas.us</b>
Federal Tax Identification Number: <b>75-1707179</b>	Date Resolution Signed:
<b>2. Project Title:</b> <b>East Winningkoff Trail Head</b>	
<b>3. Brief Description of Purpose of Project:</b> <b>Create a Trailhead in the City of Lucas that would give add an alternative entrance to the Trinity Trail System. The site would have restroom facilities, a watering station, a corral, a covered picnic area and truck and trailer parking.</b>	
<b>4. General Project Information:</b>	
a. Please check the one category this application addresses:	
<input type="radio"/> Land Acquisition for Parks and Open Space <input checked="" type="radio"/> Regional Trail Connector or Trail Project <input type="radio"/> Facilities (Capital) Improvements for Parks and Open Space	
b. Amount of Funding Requested: <b>\$ 106,800.00</b>	c. Total Project Costs: <b>\$ 234,800.00</b>
d. Start Date of Project: <b>1/31/2015</b>	e. End Date of Project: <b>4/31/15</b>
<b>5. Authorized Signature (signatory must have contract signing authority):</b>	
Signature:	Title: <b>Director of Development Services</b>
Print Name: <b>Joe Hilbourn</b>	Date: <b>6/11/14</b>

**SECTION 2: AUTHORIZED REPRESENTATIVE**

The Applicant hereby designates the individual named below as the person authorized to act on behalf of the Applicant.

**Authorized Project Representative:** The following person is authorized to receive direction, manage work performed, sign required reports, and other acts on behalf of the Applicant.

Signature:	Director of Development Services Title:
Joe Hilbourn Printed Name:	972-727-8999 ext. 223 Phone Number:
665 Country Club Lucas, Texas 75002 Address:	jhilbourn@lucastexas.us E-mail Address:

**Has Collin County previously provided funding for this Project?**

Yes       No

<b>For Collin County Parks Foundation Advisory Board Use Only</b>	
Does the proposed project advance the mission of the County Parks /Open Space Strategic Plan?	___ yes ___ no
Is the application administratively complete?	___ Yes ___ No
Did the applicant receive funding for this project in previous years?	___ yes ___ no (If yes, were they successful in the timely completion of the project? ___ yes ___ no)

## SECTION 3: CERTIFICATIONS AND ASSURANCES

### 1. Certifications

In order to receive funding under this program, the proposed project goals must be similar to and support or advance the mission published in the *Collin County Parks and Open Space Strategic Plan* (October 2001). By signing this Application, the person acting on behalf of the Applicant makes the certifications below.

#### a. **Authority to Sign Application**

The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

#### b. **Application Contains No False Statements**

The Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts.

#### c. **This is a Reimbursement Program**

Applicants must have a minimum dollar for dollar in matching funds, comprised of direct cash, value of land to be improved, donated labor, material or in-kind services for the project being proposed. Under special circumstances at the recommendation of the Parks Foundation Advisory Board and approval by the Commissioners' Court, a direct payment may be considered.

#### d. **Eligible Applicants**

The Applicant must be a 501(c)(3) tax exempt organization, non-political group or any unit of local government, including municipalities, school districts, or county located in Collin County, Texas. Faith-based organizations are eligible to apply as long as inherently religious activities, such as worship and religious instructions are not conducted.

#### e. **Technical Feasibility**

The Applicant certifies that he/she has carefully reviewed the Project Narrative and Action Plan. To the best of their knowledge all activities are technically feasible and can be satisfactorily completed within the time frame proposed.

#### f. **Costs Reasonable and Necessary**

The Applicant certifies to the best of their knowledge that the proposed activities and the expenses outlined in the Budget are reasonable and necessary to accomplish the project objectives, and the proposed expenses are consistent with the costs of comparable goods and services.

### 2. Assurances

#### a. **Compliance with Progress and Result Reporting**

Applicant provides assurances that, if funded, the Applicant will comply with the requirements for reporting: reporting on the progress of the project activities and deliverables on a quarterly basis; providing before, during and after photos; and promptly notifying the Parks Foundation Advisory Board of any changes in plans.

#### b. **Financial Management**

Applicant provides assurances that, if funded, the Applicant will comply with contractual provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by Collin County.

#### c. **Accessibility**

Applicant provides assurances that, if funded, the park or proposed improvements will be accessible to all County residents.

#### d. **Compliance with Americans with Disabilities Act**

Applicant provides assurances that, if funded, the Applicant will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101-12213 (Pamphlet 1995).

**SECTION 4: PROJECT COSTS AND ELEMENTS**

Name of Applicant: City of Lucas

Project Name: East Winningkoff Trailhead

Either use this form or create an Excel spreadsheet using this format

Item No.	Description	U/M	Quantity	Unit Cost	Total	Requested Amount	Match Amount
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
	<b>Project Total</b>						

<u>Joe Hilbourn</u> Prepared By:	<u>Community Service Director</u> Title:
<u>665 Country Club</u> <u>Lucas, TX 75002</u> Address:	<u>972-727-8999 ext. 223</u> Phone Number:
<u>jhilbourn@lucastexas.us</u> E-mail Address:	<u>6/11/14</u> Date Prepared:

## Project Costs and Elements

Name of Applicant: City of Lucas  
 Project Name: East Winningkoff Trailhead

Item #:	Description	U/M	QUANTITY	UNIT COST	TOTAL	REQUESTED AMOUNT	MATCH AMOUNT
1	Pavillion w/ material, installation, foundation	U	1	60 sq ft.	15,000.00	15,000.00	
2	Picnic Tables	U	4	550.00	2,200.00	2,200.00	
3	Electric Installation for Pavillion	U	1	800.00	800.00	800.00	
4	Fence	U	1	7,000.00	7,000.00	7,000.00	
5	Round Pen w/ installation/foundation	U	1	6,500.00	6,500.00	6,500.00	
6	Crushed Granite Parking Lot	U	1	10,000.00	10,000.00	10,000.00	
7	Restroom	U	1	42,000.00	42,000.00	42,000.00	
8	Electric Installation for Restroom	U	1	800.00	800.00	800.00	
9	Aerobic Septic System	U	1	8,000.00	8,000.00	8,000.00	
10	Xeriscape Landscaping	U	4	6,000.00	6,000.00	6,000.00	
	Transformer	U	1	7,500.00	7,500.00	7,500.00	
	Service Panel	U	1	1,000.00	1,000.00	1,000.00	
11	Water Meter/Water Line	U	1	3,000.00	3,000.00		3,000.00
12	Land	M	3 acres	125,000.00	125,000.00		125,000.00
	<b>PROJECT TOTAL</b>				<b>234,800.00</b>	<b>106,800.00</b>	<b>128,000.00</b>

## **SECTION 5: RESOLUTION**

The sponsoring entity (governing board) must approve a resolution authorizing the project application submittal and designation of project official/representative. A copy of the resolution must be included in this application. **Insert photocopy of signed resolution.**

## **SECTION 6: PROJECT NARRATIVE**

**(No more than 5 pages, single spaced, Arial 11 font)**

## **SECTION 7: LOCATION MAPS, SITE PHOTOS, PROJECT SKETCHES, etc.**

## **SECTION 8: LETTERS OF COMMITMENT (Provide photocopy)**

## **SECTION 9: EVIDENCE OF NON-PROFIT STATUS (Photocopy of Current Valid IRS Tax Exemption Certificate if non-governmental agency)**

## Narrative

### New Trailhead addition- City of Lucas- E. Winningkoff Rd.

The City of Lucas respectfully requests favorable consideration for the request of matching funds to build a new Trailhead that will connect to the existing Trinity Trail system which winds through the City of Lucas. The Trinity Trail is a 25.5 mile long trail on Corps of Engineers land on Lake Lavon and encourages hikers, joggers, nature lovers, photographers, and trail riders to use the scenic trail.

Started in 2003, the Lucas Comprehensive Land Use Plan, developed over five years of public meetings, states that "Lucas is a highly desirable, rural residential community in the Dallas/Fort Worth Metroplex which is noted as a progressive and safe community dedicated to creating a wholesome, relaxed and neighborly living environment; supporting solid community values; furthering excellence in education; preserving the community's unique rural character; progressively supporting the diverse needs of all of its citizens; and continuing to improve the community's quality of life such that Lucas sustains its image as a comfortable, relaxing place to live, work and play." This statement highlights that play is a large part of Collin County resident's lives, and providing adequate park areas are essential for preservation of the Lucas quality of life.

The Trinity Trail serves as a multi-purpose trail offering a relaxing way to get close to nature. On a weekend day you'll find nature lovers, horseback riders and families out for the day enjoying the trail. Our purpose of adding a new trailhead, would offer a new access point to the trail system connecting to the Highland Park Trailhead. Allowing hikers and riders a place to rest and water their horses while enjoying a picnic lunch. While there, citizens can enjoy the scenery and xeriscaped surroundings.



- ## East Winningkoff Trailhead
1. Crushed Granite Parking
  2. Restrooms/Septic System
  3. Water Meter/water line and hose bib
  4. Water Trough
  5. 4 Picnic Tables
  6. Xeriscape landscaping
  7. Concrete Split Rail Fencing
  8. Permanent Round Pen w/ horse friendly foundation
  9. 300+ sf. ft. Covered Pavilion



**300 + Sq. Ft. Pavilion  
Crushed Gravel Floor**



60' Round Pen, anchored permanently with horse friendly foundation





**Concrete Split Rail Fence**

## Restroom Facilities





# City of Lucas

665 Country Club Road • Lucas, Texas 75002-7651  
(972) 727-8999 • Fax (972) 727-0091 • Web Site: [www.lucastexas.us](http://www.lucastexas.us)

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June 11, 2014

RE: Park Grant Matching Funds Commitment

To Whom It May Concern:

The City of Lucas has committed \$128,000.00 to be used as matching funds for grant money through the Collin County Parks and Open Space program.

Sincerely,

Rebecca Mark, Mayor  
City of Lucas



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

**Name & Title of Requestor: Jim Kitchen, Fire Chief**

**Agenda Item:**

Consent and approve an Interlocal Agreement between the City of Lucas and Lovejoy Independent School District concerning Emergency Medical Services being provided by the City of Lucas at all Lovejoy Independent School District home games (Varsity, Junior Varsity and Middle School).

**Background Information:**

In the past The Lovejoy Independent School District (ISD) contracted with two Lucas Fire Rescue volunteers to standby at every football game. The ISD treated the volunteers as contractors. With the addition of paid firefighters and EMS services, this Interlocal Agreement will allow the city to comply with state and federal FSLA laws

**Attachments/Supporting Documentation:**

1. Interlocal Agreement between the City of Lucas and Lovejoy Independent School District concerning Emergency Medical Services.

**Budget/Financial Impact:**

The fire department budget will need to be increased by the amount of games that are scheduled this year to fund two members at each game. It will be offset by the payment from the ISD. This amount will be determined at a later date. It should be approximately \$3,500.00

**Recommendation:**

Staff recommends approval.

**Motion:**

Approve with Consent Agenda Motion.



**STATE OF TEXAS** §  
**COUNTY OF COLLIN** § **INTERLOCAL AGREEMENT FOR**  
§ **EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City") and the Lovejoy Independent School District ("LISD"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

**RECITALS**

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, *et seq.* (the "Act"); and

**WHEREAS**, City and LISD are units of local governments engaged in the provision of governmental functions and services to their citizens as defined by Section 791.003 of the Act; and

**WHEREAS**, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the parties; and

**WHEREAS**, LISD desires to have Emergency Medical Services provided by the City at all Lovejoy Independent School District home football games (varsity, junior varsity and middle school); and

**NOW, THEREFORE**, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

The term of this Agreement shall be for a period of one year commencing on the last date of execution hereof (the "Effective Date") and shall thereafter automatically continue for successive terms of one (1) year each, unless sooner terminated as provided herein.

**Article II**  
**Scope of Work**

2.1 City shall provide one on-site ambulance with two qualified personnel at LISD home football games (varsity, junior varsity and middle school) at either Lovejoy High School field, 2350 Estates Parkway, or Willow Springs Middle School, 1101 West Lucas Road.

2.2 On-site ambulance service will remain dedicated to the LISD event, and will not be available for other routine EMS calls. If an on-site injury occurs at the event requiring

ambulance transport services, another ambulance and crew will be immediately routed to the event to transport the patient or replace the ambulance and crew that transported the patient.

2.3 The coordination of the games requiring City's services shall be assigned to the City Manager, or his/her designee; and the LISD Superintendent, or his/her designee. LISD shall notify and provide the City with the game schedule(s) thirty (30) days prior to the first game. LISD shall notify the City of any modifications to the game schedule, including date, time or location, not later than 72 hours in advance.

### **Article III Compensation**

3.1 LISD shall compensate the City in the amount of \$54.00 per hour for two (2) emergency medical technicians and/or paramedics and an ambulance for each LISD home football game (varsity, junior varsity and middle school). City shall be compensated in the amount of \$27.00 per hour for each additional emergency medical technician and/or paramedic.

3.2 City shall bill and collect all allowable fees and costs if it is necessary to provide a medical transport.

3.3 In the unlikely condition of certain extreme, catastrophic, or immediate life-threatening emergencies requiring the City to utilize the ambulance and crew dedicated to the LISD event or a lapse of on-site coverage occurs, all fees associated with this Agreement for the event will be waived.

### **Article IV Termination**

4.1 This Agreement may be terminated by the City in the event the LISD breaches any of the terms or conditions of this Agreement and, such breach is not cured within thirty (30) days after written notice thereof from City to the LISD, provided, however, that in the event the breach cannot be cured through diligent effort within such thirty (30) day period and the LISD commences action to cure such breach within such thirty (30) day period and diligently pursues such action and the City shall extend the period to cure for an additional thirty (30) days.

4.2 City or LISD may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other Party to this Agreement. Both the City and LISD agree that upon the termination of this Agreement that neither Party shall have any liability whatsoever to the other Party.

### **Article V Miscellaneous**

5.1 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives,

successors, and assigns. This Agreement may not be assigned without the written consent of the other Party.

5.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed among the Parties that each Party, in satisfying the conditions of this Agreement, has acted independently, and each Party assumes no responsibilities or liabilities to third Parties in connection with these actions.

5.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

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

With copy to:  
Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75002

If intended for LISD:  
Lovejoy Independent School District  
Attn: Ted Moore, Superintendent  
259 Country Club Road  
Allen, Texas 75002

With copy to:  
Robert H. Roeder  
Abernathy, Roeder, Boyd & Joplin, P.C.  
1700 Redbud Blvd., #300  
McKinney, Texas 75069

5.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

5.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

5.8 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is

caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

5.9 Legal Construction. In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

5.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but any of the counterparts shall constitute one and the same instrument.

5.12 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties set forth in this Agreement shall survive termination.

5.14 Compliance with Laws. The Parties shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.15 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

*(signature page to follow)*

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Rebecca Mark, Mayor

**Approved as to Form:**

By:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(06-04-14/66376)

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF COLLIN**           §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Rebecca Mark, Mayor of the City of Lucas, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
  
My Commission Expires  
\_\_\_\_\_





**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

**Name & Title of Requestor:** Cheryl Meehan, HR Manager

**Agenda Item:**

Consent and approve the Texas Municipal League Multistate Intergovernmental Employee Benefits Pool:

- a. Interlocal Agreement between the City of Lucas and the Texas Municipal League Multistate Intergovernmental Employee Benefits Pool for a term of October 1, 2014 through September 30, 2015 authorizing the City of Lucas to obtain health benefits and other related services through this agency; and
- b. COBRA Continuation of Coverage Administrative Agreement between the City of Lucas and the Texas Municipal League Multistate Intergovernmental Employee Benefits Pool effective on October 1, 2014 to assist the City of Lucas in complying with the requirements of continuation of coverage as required by Federal law; and

authorize the City Manager to execute said agreements.

**Background Information:**

TML has started offering services to other governmental agencies in Oklahoma, Arkansas and Louisiana to increase the size of the pool to negotiate better pricing for the employers that they represent. Revised agreements have become necessary because of the new Trust Agreement establishing the TML Multistate Intergovernmental Employee Benefits Pool which was previously known as the TML Intergovernmental Employee Benefits Pool. TML Multistate Intergovernmental Employee Benefits Pool requests these agreements be completed and returned to their offices by June 30, 2014.

**Attachments/Supporting Documentation:**

1. Interlocal Agreement with TML for Employee Health Insurance Coverage.
2. COBRA Continuation of Coverage Administrative Agreement.

**Budget/Financial Impact:**

TML rerates will impact the budget, but the action of the annual renewal of the agreements has no official impact on the budget.

**Recommendation:**

Staff recommends approval of the presented agreements.

**Motion:**

Approve with consent agenda Motion.



# **Interlocal Agreement**



**Risk Participating Member (Pool)**

**TML MultiState Intergovernmental Employee Benefits Pool**  
Austin, Texas

**INTERLOCAL AGREEMENT**  
**(RISK PARTICIPATING MEMBER)**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool, hereinafter referred to as TML MultiState IEBP, is a legal entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Employer Member represents that (1) it is (a) a Political Subdivision of the State of Texas or of its state of domicile, (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile, or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) it is qualified under the interlocal cooperation law of the Employer Member's domiciliary state to enter into this Interlocal Agreement; and (3) its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer Member to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Employer Member has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer Member, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and to obtain one or more life, sick, accident, and other health benefits, as well as the related services, by becoming a member of the TML MultiState IEBP; and

WHEREAS, the TML MultiState IEBP represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Employer Member, together with other Employer Members executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of providing certain benefits and related services for their Employees, officials, and retirees and their dependents. The benefits will be provided under the authority of the laws of the State of Texas including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Texas Local Government Code), the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and the Texas Trust Code (Title 9, Subtitle B, Texas Property Code). The Employer Member hereby designates the TML MultiState IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement and the operation of the Risk Pool. All money transferred by the Employer Member to the TML MultiState IEBP under this Interlocal Agreement, together with any other property which may become subject to this Interlocal Agreement, will be held in trust by the Board of Trustees of the TML MultiState IEBP for the benefit of the Employees, officials, and retirees and their dependents of the Employer Members. The conditions of membership in the TML MultiState IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

"Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool to supervise the operation of the TML MultiState IEBP.

"Covered Participant" means a person who is eligible for coverage and who has enrolled in a Plan.

"Employee" means a person who works at least 20 hours a week for an Employer Member.

"Employer Member" means a Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation member of the TML MultiState IEBP that has executed the Interlocal Agreement.

"Interlocal Agreement" or "this Agreement" means the TML MultiState Intergovernmental Employee Benefits Pool Risk Participating Member Interlocal Agreement.

"Plan" or "Plans" mean the TML MultiState IEBP benefit plan(s) selected and adopted by the Employer Member.

"Political Subdivision" means (a) any legal entity included within the definition of "political subdivision" in Chapter 172, Texas Local Government Code or otherwise qualified as a political subdivision under Texas Law or (b) a political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Schedule of Benefits" means the document outlining the Plan benefits and contribution level of the Employer Member.

"TML MultiState IEBP" or "Risk Pool" means the TML MultiState Intergovernmental Employee Benefits Pool.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code including any political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

"Fund Contact" means the individual of department head rank or higher who is designated by the Employer Member to be the point of contact for all interaction with the TML MultiState IEBP.

2. The Employer Member agrees to be bound by this Interlocal Agreement, the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool and all amendments thereto, and the Policies and Procedures established by the TML MultiState IEBP which collectively establish the conditions for membership in the TML MultiState IEBP.
3. The Employer Member will adopt one or more of the TML MultiState IEBP Plans and make the payments and contributions set forth in the Schedule of Benefits. The payments required to be made by the Employer Member shall be made at Austin, Travis County, Texas. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by Texas law on the balance of any payment or contribution not paid when due. All such payments and contributions shall be available for payment of eligible benefits and administrative expenses for all participating Employer Members. Supplemental benefits, including but not limited to dental, vision, life, Medicare Supplement and Long and Short Term Disability will not be offered separately from medical benefits.
4. Except as may be otherwise specified in the TML MultiState IEBP Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool, as amended, this Interlocal Agreement may be terminated by either the Employer Member or the TML MultiState IEBP upon 30 days written notice which will become effective on the first day of the month following the receipt of the 30 day notice by the party receiving the notice. Contributions are earned when paid. Withdrawing Employer Members are not entitled to a refund of contributions. The TML MultiState IEBP may terminate this Interlocal Agreement for non-payment of a payment or contribution immediately upon delinquency as determined by the TML MultiState IEBP Policies and Procedures. In the event of a disagreement between an Employer Member and the TML MultiState IEBP regarding non-payment of a payment or contribution, the Employer Member may appeal to the Board. The decision of the Board on appeal is final. The TML MultiState IEBP may also terminate this Interlocal Agreement if the Employer Member fails to cooperate with claims agents or attorneys representing the TML MultiState IEBP or if the Employer Member takes any other action detrimental to the TML MultiState IEBP's ability to carry out its purposes in an efficient manner.

5. Every Employer Member shall furnish all the information the TML MultiState IEBP deems necessary and useful for the purposes of this Interlocal Agreement and shall abide by the Policies and Procedures adopted for the administration of the benefits plans. The TML MultiState IEBP may amend the Policies and Procedures and Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool at anytime to the extent it deems advisable. The TML MultiState IEBP may employ and contract with a third party administrator.
6. The TML MultiState IEBP may purchase excess loss coverage or reinsurance as provided in Chapter 172, Texas Local Government Code, and all Employer Members are subject to the terms and conditions of any such excess loss coverage or reinsurance agreement.
7. Each Employer Member will designate and appoint a person of department head rank or above to be the Employer Member's Fund Contact with the TML MultiState IEBP and agrees that the TML MultiState IEBP shall not be required to contact or provide notices to any other person. Further, any notice to or agreement by an Employer Member's Fund Contact with respect to services or claims hereunder shall be binding on the Employer Member. The Employer Member reserves the right to change the Fund Contact from time to time by giving written notice to the TML MultiState IEBP.
8. The Employer Member hereby appoints the TML MultiState IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary. All decisions on individual claims shall be made by the TML MultiState IEBP or by its contracted third party administrator.
9. The TML MultiState IEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas (including, but not limited to Chapter 172 of the Texas Local Government Code) or as may be required by the Employer Member's domiciliary state. A summary financial report will be provided to each Employer Member upon request.
10. All monies available for investment shall be invested by the TML MultiState IEBP in compliance with the Texas Public Funds Investment Act of 1987 (TEX. GOV'T CODE, ANN. Sec. 2256.001, et seq.) or the Texas Trust Code (Subtitle B, Title 9, Property Code).
11. Each Employer Member, as Plan Administrator, retains the rights, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML MultiState IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML MultiState IEBP and that Employer Member.
12. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless the TML MultiState IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or Employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.
13. The Employer Member agrees that all conditions of coverage for the benefits provided shall be as specified in the Plan booklet/document furnished to the Employer Member by the TML MultiState IEBP. The Employer Member agrees that the Employees and the Board of Trustees of the TML MultiState IEBP and individuals and entities with whom the TML MultiState IEBP contracts for staff functions may receive Plan benefits.

14. Each Employer Member acknowledges that health Plan benefits provided in accordance with Chapter 172 of the Texas Local Government Code are not insurance and that the TML MultiState IEBP is not an insurer under the Insurance Code or other laws of the State of Texas or of another state in which an Employer Member is located.
15. The Employer Member and the TML MultiState IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs as long as the Employer Member is a full medical risk participating member of the TML MultiState IEBP.
16. The Employer Member agrees that no Covered Participant shall have any claim against the property of the trust. The rights of Covered Participants are limited to the benefits specified in the Plan.
17. The Employer Members desire to join together to purchase life insurance benefiting their Employees, officials, and retirees and their dependents. Therefore, the Employer Member authorizes the TML MultiState IEBP to purchase life insurance coverage insuring the lives of all Covered Participants under the Plan.
18. No bond is required of the Board of Trustees of the TML MultiState IEBP.
19. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.
20. This Interlocal Agreement represents the complete understanding of the TML MultiState IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.
21. The initial term of this Interlocal Agreement shall be from the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at 12:01 a.m. and continue until \_\_\_\_\_. Absent notice of termination, the Employer Member may annually renew and extend the Interlocal Agreement by executing and returning the rerate notice and benefit selection form as authorized at the inception of this Interlocal Agreement.
22. This Interlocal Agreement is entered into in the State of Texas and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.
23. Employer Member represents and warrants that (a) this Agreement fully complies with the laws of its state of domicile and (b) Employer Member has full legal authority to enter into this Agreement. By entering into this Agreement, an Employer Member who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

**This Interlocal Agreement is entered into for the Employer Member under authorization of**

\_\_\_\_\_  
(EMPLOYER MEMBER)

at duly called meeting held on \_\_\_\_\_  
(Date of Meeting)

By \_\_\_\_\_  
(SIGNATURE) (Typed or Printed Name)

Authorized Official Title \_\_\_\_\_

Date \_\_\_\_\_

**This Interlocal Agreement entered into and Appointment Accepted By:**

The TML MultiState Intergovernmental Employee Benefits Pool at Austin, Texas

By \_\_\_\_\_

Date \_\_\_\_\_

**TO BE COMPLETED BY EMPLOYER MEMBER:**

**EMPLOYER MEMBER BENEFITS FUND CONTACT**

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Street Address (if different from above)  
\_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

## **COBRA Continuation of Coverage Administrative Agreement**

### **City of Lucas**

**October 2014**

**WHEREAS**, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

**WHEREAS**, the undersigned Employer sponsors an employee benefit plan;

**WHEREAS**, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

**WHEREAS**, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

#### **I. Effective Date**

As of the first day of October, 2014, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

#### **II. Employer Duties**

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours (including reduction to zero hours), call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.
5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.
8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than the 45th day following the termination or the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

### III. Pool Duties

1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
2. The Pool will provide election notices within 14 days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
  - a. benefit availability - initial notice, enrollment card and cost;
  - b. confirmation of enrollment and payment coupons
  - c. notice of termination letters:
    - Failure to reply
    - Failure to make initial payment
    - Failure to make regular payment
    - End of eligibility (no longer qualified)
    - End of eligibility period
  - d. open enrollment
  - e. contribution change and revised payment coupons
  - f. conversion to an individual policy
  - g. Medicare eligibility
  - h. verification of incapacitated child status
4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is \$50 or 10% of amount due.



7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.
  
8. As allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
  
9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

**IV. Notice**

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

**Address of Pool**

Executive Director  
 TML MultiState Intergovernmental Employee Benefits Pool  
 Texas Municipal Center  
 1821 Rutherford Lane, Suite 300  
 Austin, Texas 78754-5151

**Address of Employer**

City of Lucas  
 665 Country Club Rd  
 Lucas, Texas 75002

**V. Compensation**

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant Per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
  
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

**VI. Miscellaneous Provisions**

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
  
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
  
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.

- 4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.
- 5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
- 6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
- 7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

**VII. Termination**

- 1. Term of this initial Agreement shall be from its effective date through October 1, 2015, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
- 2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.
- 3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
- 4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
- 5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of \_\_\_\_\_, at a duly called meeting held on \_\_\_\_\_ by:

\_\_\_\_\_  
(Signature)

City of Lucas  
\_\_\_\_\_  
(Employer/Group Name)

\_\_\_\_\_  
(Authorized Official Title)

\_\_\_\_\_  
(Date)

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: \_\_\_\_\_  
TITLE: (Executive Director)

at Austin, Texas \_\_\_\_\_  
(Date)

## Attachment A

### COBRA Continuation of Coverage (COC) Rights under COBRA

#### Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

#### You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);

5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision of whether or not a termination was for gross misconduct more than the forty-fifth (45<sup>th</sup>) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events prior to the termination.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

#### **When is COBRA Continuation of Coverage available?**

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/pr Part C).

#### **You must give notice of some Qualifying Events**

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within 60 days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

#### **How is COBRA Continuation of Coverage provided?**

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

### **Active Duty Reservists**

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61<sup>st</sup>) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to IEBP .

### **Disability extension of COBRA Continuation of Coverage**

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60<sup>th</sup>) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

### **Second Qualifying Event extension of COBRA Continuation of Coverage**

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **Are there other coverage options besides COBRA Continuation of Coverage?**

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **Adding Dependents**

If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of

Coverage rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

**If you have questions**

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services’ Centers for Medicare and Medicaid Services at:

- [http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra\\_fact\\_sheet.html](http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html); or
- [http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra\\_qna.html](http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_qna.html)

**Keep Your Plan Informed of Address Changes**

In order to protect your family’s rights, you should keep TML MultiState IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your employer and TML MultiState IEBP.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300   Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit <a href="http://www.tmlmultistateiebp.org">www.tmlmultistateiebp.org</a>   click on the “Login” button   click on “Online Customer Care” under the “My Tools” menu	8:30 AM - 5:00 PM Central
TML MultiState IEBP Internet Website:	<a href="http://www.tmlmultistateiebp.org">www.tmlmultistateiebp.org</a>	Twenty-four (24) hours
Medical Notifications:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appointment
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190   Austin, Texas 78714-9190	
Where to Mail Paper Prescription Claims:	Restat   Patient Reimbursement 11900 W. Lake Park Drive   Milwaukee, WI 53224	
Telemedicine:	1-800-Teladoc   <a href="http://Teladoc.com">Teladoc.com</a>	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	



**City of Lucas  
Council Agenda Request  
Meeting Date: June 19, 2014**

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

**Agenda Item:**

Update of the Stormwater program.

**Background Information:**

N/A

**Attachments/Supporting Documentation:**

1. Stormwater Training Presentation.

**Budget/Financial Impact:**

N/A

**Recommendation:**

N/A

**Motion:**

No action necessary.

# STORMWATER POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

## Target Audience

- Buildings and grounds maintenance personnel
- Parks superintendents
- Building and plumbing inspectors
- Sewer district managers and employees
- School maintenance staff
- Certified pesticide applicators
- Health inspectors



- Goal: Train municipal officials to perform their maintenance (and other) operations so that the impact of stormwater runoff is minimized
- Sign in/out Procedures for training credits

# Regulatory Overview

## Topics

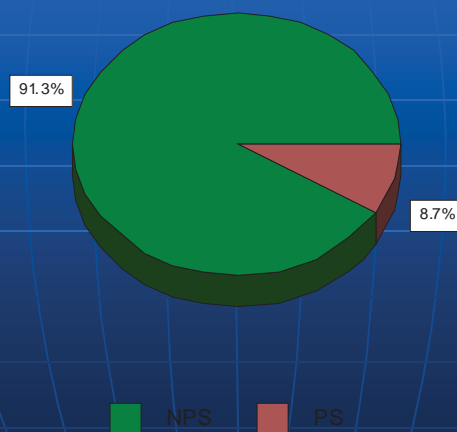
- Water Quality concerns with Stormwater
- Traditional TPDES permit program
- Stormwater SPDES permits  
Phase I and Phase II

WHY REGULATE  
STORMWATER ?

## Water Quality Challenges

- Fish consumption advisories
- Acid lakes
- Shellfish waters closed
- Impaired benthic communities
- Loss of aquatic habitat
- Excessive weed growth
- Beach closings

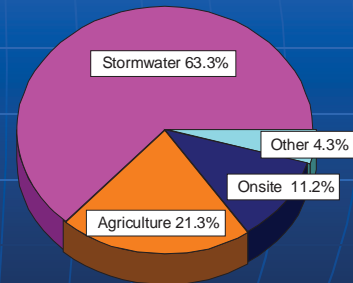
## Point vs. Nonpoint Sources



# Stormwater: A Priority Based on Water Quality

- The state's list of impaired waters identifies stormwater runoff as the primary source of pollutants for:
  - 95% of the shellfish impacted waters
  - 51% of the waters requiring a restoration plan

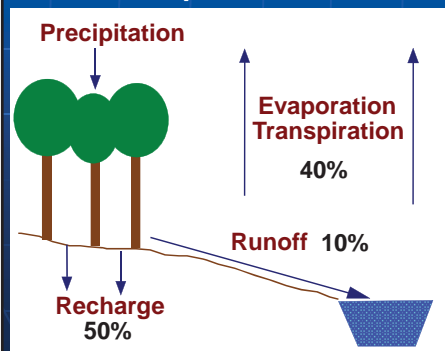
Nonpoint Sources of Pollution



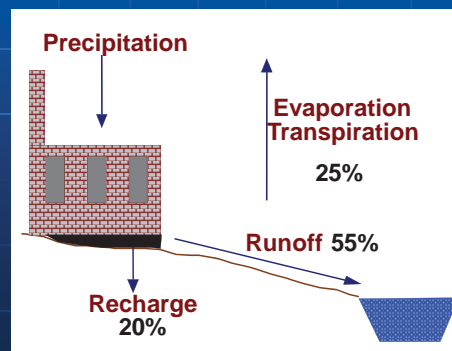
\*Excluding Atmospheric Deposition, Contaminated Sediments and Migratory Species

Stormwater runoff is a natural part of the hydrologic cycle ... but as land use changes, runoff can increase by 45%, resulting in erosion, pollutant transport, sedimentation, loss of aquatic habitat, and other damages.

## Undeveloped Conditions

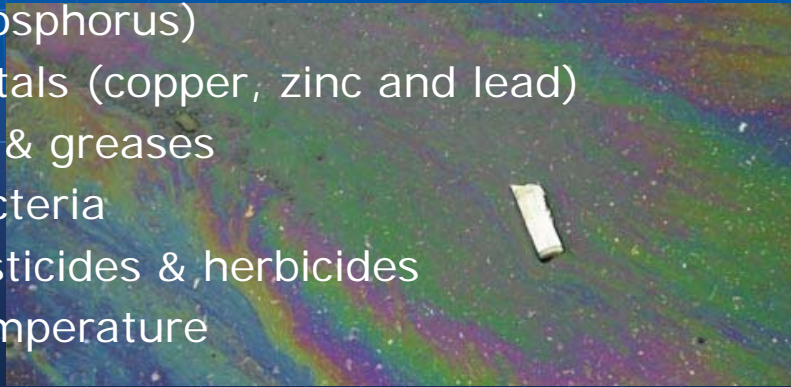


## Highly Developed Conditions



## Typical Stormwater Runoff Pollutants

- Suspended solids/sediments
- Nutrients (nitrogen & phosphorus)
- Metals (copper, zinc and lead)
- Oil & greases
- Bacteria
- Pesticides & herbicides
- Temperature



## Erosion

Property Damage

Rebuilding of Roads



## Sedimentation

Damage to Aquatic Habitats

Contamination of Drinking Water

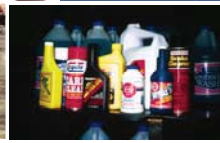
The U.S. loses 600 million tons of sediment per year. That is enough to cover more than 400 football fields per day to a depth of 1 foot.

# Pollutant Transport

Fertilizers and  
Pesticides



Automotive By-  
Products



## REGULATORY HISTORY

- 1972 Clean Water Act
  - Required the regulation of Point Source discharges of pollutants to the "Waters of the U.S."
    - NPDES- National Pollutant Discharge Elimination System
    - TPDES- State Pollutant Discharge Elimination System
      - Texas is a TPDES Delegated State.
- 1987 Amendments to the Clean Water Act
  - Required a phased approach to regulating stormwater discharges

## TPDES Permits

- 1972 - Wastewater Treatment Plants
  - End of pipe treatment
- 1993 - Stormwater Permits
  - Pollution Prevention

## Why Use General Permits?

- Large number of sites / facilities
- Similarities in discharge characteristics and control methods

## General TPDES Permits

- ❑ Commercial / Sanitary to Groundwater
  - ❑ less than 10,000 gpd
- ❑ Concentrated Animal Feeding Operations (CAFO)
- ❑ Stormwater
  - ❑ Industrial
  - ❑ Construction
  - ❑ Munic. Separate Storm Sewer Systems (MS4)

## STORMWATER PHASE I

- Became effective in 1992
- 11 Types of Industrial Activities
  - Including Construction Activities > 5 acres
- Medium and Large Municipalities (MS4)
  - Populations > 100,000 (Medium)
  - Populations > 250,000 (Large)



## Industrial Stormwater TPDES Permit

- 11 Categories of Facilities
  - Descriptive
    - Junkyards
    - Landfills
    - WWTP sites
    - Construction Activity
  - SIC codes

## STORMWATER SPDES GENERAL PERMITS

Became effective in 1993

### **Industrial Activity (GP-98-03)**

- Regulates 10 Industrial categories
- Issued 1993, renewed 1998

### **Construction Activity (GP-93-06)**

- Regulates Construction activity with site disturbances of 5 or more acres
- Issued 1993, renewed 2003

## Clean Water Act Two Phase Permitting for Stormwater SPDES Permits

- Phase I
  - Qualifying Industries
  - Construction Activities over 5 acres
  - Medium and Large Municipalities
- Phase II added
  - One to five acre construction activities
  - Small Municipalities

## STORMWATER PHASE II

- Became effective January 2003
- Construction Activities > 1 acre
- Small Municipal Separate Storm Sewer System (MS4's)
  - Populations < 100,000
- Regulated Small MS4's
  - Located in an "Urbanized Area"
    - Central place and adjacent area with a minimum pop of 50,000 and a density of 1000 per sq mi.

## What is an MS4?

MS4 = Municipal Separate Storm Sewer System

“A (designated) conveyance or system of conveyances owned by a State, City, Town, Village, or other public entity that discharges to the Waters of the United States and is:

- designed or used to collect or convey stormwater (includes gutters, pipes, ditches)
- not a combined sewer

## REGULATED MS4'S

- 357 Municipal Governments
  - Cities, Towns, Villages
- Others
  - DOT, Thruway, County Highway Dept.
  - State Agencies
  - Post Offices, Water and Sewer Districts, Fire Districts
- 39 Municipalities in DEC Region 9

## Deadline

- March 10, 2008: Phase II fully implemented
  - Regulated **MS4s** must have 6 point programs operational

Current Priorities  
Construction Stormwater TPDES

## Website

- MS4 and Construction 'Tool boxes'
  - Permits
  - Technical Standards
  - Guidance documents
  - FAQs
  - Interactive map (NOI)

## NOI for Coverage Under the TPDES General Permit For Stormwater Discharge from Small Municipal Separate Storm Sewer Systems

## Section A

Small MS4 Owner/Operator  
Information

## Section B

- Small MS4 Location ID

## Section C

- ID of Management Practices
  - 1) Public Education and Outreach
  - 2) Public involvement and Participation
  - 3) Illicit Discharge Detection and Elimination
  - 4) Construction Site Runoff Control
  - 5) Post Construction Site Runoff Control
  - 6) Pollution Prevention/Good Housekeeping For Municipal Operations

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## ID of Management Practices

- 1) Public Education and Outreach On Stormwater Impacts
  - Plan and conduct an ongoing public education and outreach program
    - General public
    - Small business owners
    - Construction operators

## ID of Management Practices

- 2) Public Participation and Involvement
  - Public notice and access to information
  - Public presentation and comments on annual Stormwater Management Plan and annual reports
  - Public involvement/participation program
  - Contact person

## ID of Management Practices

- 3) Illicit Discharge Detection & Elimination
  - Develop a program to detect and eliminate illicit discharges
  - Map outfalls
  - Adopt an ordinance prohibiting illicit discharges
  - Inform public, employees, businesses of hazards of illicit discharges

## ID of Management Practices

- 4) Construction Site Runoff Control
  - Erosion & Sediment control through ordinance/ regulatory mechanism
  - Public comment on construction plans
  - Construction site plan review, inspections and enforcement
  - Construction site waste management
  - Education and training

## ID of Management Practices

- 5) Post-Construction Site Runoff Control
  - Assess existing conditions to reduce pollutant discharges
  - Regulate post construction runoff through an ordinance/ regulatory mechanism
  - Develop inspection and maintenance program

## ID of Management Practices

- 6) Pollution Prevention/Good Housekeeping for Municipal Operations
  - Program Requirements
  - Management Practices

## Section D

- ID of Measurable Goals

## Section E

- Cooperating MS4's
  - 39 Traditional Entities –Municipalities
  - 2 Non Traditional Entities - Authorities

## Section F

- Certification

## Pollution Prevention/Good Housekeeping for Municipal Operations

- Program Requirements
  - Prevent discharge of pollutants from municipal operations
  - Follow DEC NPS Management Practices Catalogue
  - Conduct employee pollution prevention training

## Pollution Prevention/Good Housekeeping For Municipal Operations

- Management Practices
  - LANDSCAPING AND LAWN CARE
  - SPILL RESPONSE AND PREVENTION
  - PEST CONTROL
  - PET WASTE COLLECTION
  - SEPTIC SYSTEM MANAGEMENT
  - VEHICLE/EQUIPMENT MAINTENANCE
  - VEHICLE/EQUIPMENT WASHING
  - ROADWAY AND BRIDGE MAINTENANCE
  - ALTERNATIVE DISCHARGE OPTIONS FOR CHLORINATED WATER

## Pollution Prevention/Good Housekeeping For Municipal Operations

- Management Practices (cont'd.)
  - HAZARDOUS AND WASTE MATERIALS MANAGEMENT
  - OPERATIONAL BY PRODUCTS/WASTES
  - CATCH BASIN AND STORM DRAIN SYSTEM CLEANING
  - STREET CLEANING AND MAINTENANCE
  - ROAD SALT STORAGE AND APPLICATION
  - ROAD KILL COMPOSTING OPERATIONS
  - MARINA OPERATIONS
  - CONSTRUCTION AND LAND DISTURBANCE

## Stormwater Reference Information

- U.S. Environmental Protection Agency - (<http://www.epa.gov>)
- New York State Department of Environmental Conservation - <http://www.dec.state.ny.us>
- Occupational Health and Safety Administration – [www.osha.gov](http://www.osha.gov)
- <http://www.epa.gov/owow/nps/marinashdbk2003.pdf> - *Shipshape Shores and Waters: A Handbook for Marina Operators and Recreational Boaters*

## Glossary of Terms

- *Biochemical oxygen demand* – Depletion of dissolved oxygen in water caused by decomposition of chemical or biologic matter.
- *Catch Basin* – A unit that is installed to capture and retain debris, particulate matter, or other solid materials, but allows stormwater to “flow through” to its discharge location
- *Drip Irrigation* –irrigation via a perforated device (i.e. hose) that allows for a slow watering method with reduced evaporation and runoff losses
- *Hydraulic* – Referring to water
- *(IPM) Integrated Pesticide Management* – An environmentally sensitive approach to pest management (**not** elimination) that uses the least toxic control method – a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools.

## Glossary of Terms

- *Loading* – Term used in conjunction with *sediment* and *hydraulic* to describe excessive amounts (of the term that is described)
- *Naturescaping* – An alternative landscaping technique that incorporates native plants and creates beneficial wildlife habitat – also conserves water and energy, reduces soil/water pollution.
- *Oil/Water Separator* – A unit that is installed “in line” to a wastewater discharge pipe which is devised to capture petroleum derived materials that float on water
- *Pesticides* – Products that are toxic and are used to kill pests - can be classified as insecticides, herbicides, rodenticides, biocides, aquacides.
- *POTW* – Publicly Owned Treatment Works -- a municipal wastewater treatment plant
- *Pathogen*- a disease carrying agent
- *Scupper* – an opening (in a bridge deck) to allow water drainage – it does not capture debris, particulate matter, or other solid materials



## Glossary of Terms

- *Sediment* - Small particles of matter that settle to the bottom of a body of water
- *Silt* – Material consisting of mineral soil particles ranging in diameter from 0.02 millimeters to 0.002 millimeters
- *Stormwater* - rainwater runoff or snow melt waters – these waters can interact with different types of materials, transporting contaminants to surface waters (i.e. streams, creeks, rivers)
- *Toxicity* –The relative degree of being poisonous
- *Windrow*- a row of compost
- *Xeriscaping* – An alternative landscaping technique that conserves water and protects the environment.
- *Zero input, low input (lawns)* - have minimal need for care (i.e. addition of fertilizers/pesticides, water, etc.)

## POLLUTION PREVENTION



Good Housekeeping Practices for  
Municipal Operations

## Landscaping And Lawn Care



## Impacts to Stormwater and Receiving Waters

- Nutrients (nitrogen, phosphorous) from fertilizer runoff can cause excessive aquatic plant growth

## Problem Evaluation

- Biochemical oxygen demand

## Identify Solutions (BMP's)

- Limit purchase of lawn care products
- Store lawn care products properly
- Use slow-release, organic fertilizers
- Train employees – proper application

## Identify Solutions (BMP's)

- Develop zero input/low input lawns
- Alternative landscape techniques –  
naturescaping, xeriscaping
- Plant trees away from underground  
utilities
- Use drip irrigation techniques

## Inspection Procedures

- Routinely monitor lawns to ID  
problems
- Identify nutrient and water needs of  
plants
- Test soils

## Maintenance Procedures

- Minimize or eliminate fertilizer application
- Leave grass clippings on lawn, or mulch into lawn
- Limit watering - supplement rainfall (1 inch/week)
- Mow with sharpened blades set high – remove top 1/3 of leaves
- Water plants in the early morning

## Spill Response and Prevention



## Impacts to Stormwater and Receiving Waters

- Vehicle and equipment maintenance products (fuel, antifreeze, oils)
- Rock Salt
- Chemicals (fertilizers, pesticides)

## Problem Evaluation

- Toxicity
- Biochemical oxygen demand

## Identify Solutions (BMP's)

- Properly store materials (closed, labeled containers – inside, if possible, or covered if outside)
- Use secondary containment systems
- Obtain spill recovery materials – reusable sponge mops, speedi-dry, absorbent pads)

## Inspection Procedures

- Secondary containment systems, oil/water separators
- Containers (for leaks)
- Outside storage - areas near storm receivers and outlets
- Inside storage - floor drains (spills)

## Maintenance Procedures

- Pump out oil water separators
- Protect drains with oil absorbent materials, curbing, covers
- Clean out receivers, clean up spills
- Remove spilled salt from salt loading area

## Pest Control





## Impacts to Stormwater and Receiving Waters

- Runoff from pesticides can harm aquatic life, can contaminate water

## Problem Evaluation

- Toxicity to aquatic plants and animals

## Identify Solutions (BMP's)

- Limit purchases of pesticides
- Store and apply pesticides properly
- Minimize or eliminate pesticide application, use less toxic materials
- Texas certification for pesticide application

## Identify Solutions (BMP's)

- Develop zero input/low input lawns
- Eliminate food, water, and shelter for pests
- Adopt integrated pest management techniques
- Adopt alternatives to pesticides - (physical, mechanical, biological)

## Inspection Procedures

- Identify acceptable levels of pests – take action when necessary
- Inspect pesticide inventory - properly dispose out-of-date materials

## Maintenance Procedures

- Inspect pest traps regularly – remove dead pests
- Block or eliminate access to buildings and structures
- Remove pests by hand

## Pet Waste Collection



## Impacts to Stormwater and Receiving Waters

- Waste from municipal animal shelters, municipal parks

## Problem Evaluation

- Biochemical oxygen demand
- Solids loading

## Identify Solutions (BMP's)

- House all animals in an enclosed, roofed structure
- ID/utilize "permitted" waste disposal facilities for animal wastes
- Post signage ("Clean Up after Your Pets") in Parks

## Inspection Procedures

- Inspect shelter regularly for necessary cleanup and removal of wastes

## Maintenance Procedures

- Remove spilled food and animal wastes on a regular basis

## Septic System Management



## Impacts to Stormwater and Receiving Waters

- Ponding of improperly treated wastewaters
- Excessive amounts of disinfectant in wastewater discharge (sand filter systems) detrimentally affects aquatic life

## Problem Evaluation

- Biochemical oxygen demand
- Toxicity

## Identify Solutions (BMP's)

- Divert runoff away from septic system
- Divert groundwater (sump pump) away from system
- Locate swimming pools away from system



## Identify Solutions (BMP's)

- Prevent growth of woody plants
- Prevent hydraulic loading
- Minimize water usage with flow restrictors

## Inspection Procedures

- Look For Physical Evidence of Problems:
  - "Back up" of wastewater in sewer lines
  - Sewage odors
  - Leach field/sand filter – wetness or ponding on surface
  - Overflow of wastes from system components (distribution box)
  - Heavy vegetation growth on system

## Maintenance Procedures

- Pump out the septic tank as needed
  - Collin County Development Services recommends once/year
- Mow surface vegetation regularly
- Prevent heavy equipment from driving on top of system components

## Advisory

- Obtain site plan or sketch of system and retain for reference

## Vehicle and Equipment Maintenance



## Impacts to Stormwater and Receiving Waters

- Metals and hydrocarbons in materials such as batteries, petroleum products, anti-freeze, parts cleaning solvents

## Problem Evaluation

- Toxicity
- Biochemical oxygen demand

## Identify Solutions (BMP's)

- Conduct maintenance work indoors
- Seal floor drains if possible
- Single purpose use of vehicle bays
- Clean up spilled materials immediately – use dry methods such as sponge mops, absorbents

## Identify Solutions (BMP's)

- Install pretreatment systems (oil/water separators)
- Never leave vehicles unattended while refueling
- If outside maintenance is necessary, protect against spillage
- Identify appropriate recycling/disposal options

## Inspection Procedures

- Inspect floor drain systems, oil/water separators
- Monitor "parked" vehicles/equipment for leaks

## Maintenance Procedures

- Maintain a clean work area – remove contaminants
- Use non-hazardous cleaners
- Repair or replace leaking containers
- Use steam cleaning and pressure washing methods instead of solvent

## Maintenance Procedures

- Use capped, labeled storage containers for fluid storage, battery storage
- Rinse grass from lawn care equipment on grassed areas

## Vehicle and Equipment Washing



## Impacts to Stormwater and Receiving Waters

- Nutrients (soaps)
- Road salt components
- Hydrocarbons (petroleum products), metals in discharge waters

## Problem Evaluation

- Biochemical oxygen demand
- Toxicity
- Hydraulic loading

## Identify Solutions (BMP's)

- Initiate single purpose use of vehicle bays – drainage to sanitary sewers
- Cleaning with cold water only - (storm sewer system)
- Use minimal amounts of soaps - (sanitary sewer system)
- Equip hoses with automatic shutoff devices and spray nozzles
- Steam clean



## Inspection Procedures

- Inspect floor drain systems
- Inspect catch basins and oil/water separators

## Maintenance Procedures

- Map storm drain locations
- No excessive amounts of detergents
- Clean catch basins, oil/water separators

## Advisory

- Connect floor drain systems to sanitary sewers, if possible
- TEXDOT guidance information

## Roadway and Bridge Maintenance



## Impacts to Stormwater and Receiving Waters

- Road salt components
- Hydrocarbons
- Particulates – dry paint or abrasive compounds
- Debris

## Problem Evaluation

- Particulate matter
- Toxicity (paints, hydrocarbons)

## Identify Solutions (BMP's)

- Incorporate preventive maintenance and planning
- Pave in dry weather only
- Stage road operations and maintenance activity – avoid spills, cover catch basins, manholes
- Clean up fluid leaks and spills immediately
- Restrict the use of herbicides

## Identify Solutions (BMP's)

- Use porous asphalt (road shoulders)
- Sweep and vacuum paved roads and shoulders to remove debris
- Maintain roadside vegetation – plant salt tolerant species
- Use CMA for de-icing
- Clean out bridge scuppers and catch basins regularly

## Identify Solutions (BMP's)

- Direct water from bridge scuppers to vegetated areas
- Mechanically sweep debris from bridge deck and structure before washing
- Control particulate wastes from bridge sandblasting operations

## Inspection Procedures

- Inspect paving, sweeping, vacuuming, and maintenance vehicles and equipment
- Inspect roads and bridges – which BMP's apply to which roads and bridges?

## Maintenance Procedures

- Clean bridge scuppers
- Direct runoff water from bridges to vegetated areas
- Install catch basins in place of bridge scuppers
- Use tarps, booms, and vacuum equipment during painting or blasting activities
- Repair leaking or defective containers or equipment

## Alternative Discharge Options for Chlorinated Water



## Impacts to Stormwater and Receiving Waters

- Chlorinated water can injure or kill aquatic life – total residual chlorine as low as 10 micrograms/liter detrimentally affects survival and reproduction of aquatic life

## Problem Evaluation

- Toxicity
- Hydraulic loading

## Identify Solutions (BMP's)

- De-chlorinate pool water, wastewater
- Use ultraviolet radiation, sodium hypochlorite, or osmosis to disinfect water and wastewater
- Discharge backwash water to the sanitary sewer or to vegetated areas

## Inspection Procedures

- Check chlorine residuals prior to discharge
- Do not discharge wastewaters to sanitary sewer systems during periods of high flows



## Maintenance Procedures

- Maintain proper levels of chlorine residuals
- Allow disinfectant to dissipate prior to discharge – discharge to sanitary sewers during low flows

## Hazardous and Waste Materials Management



## Impacts to Stormwater and Receiving Waters

- Lube oils
- Coatings (paints, thinners)
- Anti-freeze
- Cleaning agents
- Fuels

## Problem Evaluation

- Biochemical oxygen demand
- Toxicity
- Particulate loading

## Identify Solutions (BMP's)

- Store materials in closed, labeled containers – store on pallets, cover containers if outside, locate away from floor drains if inside
- Eliminate floor drain systems
- Install pretreatment system (oil/water separator)
- Reduce stock of materials - first in, first out system

## Identify Solutions (BMP's)

- Use the least toxic material
- Install and use secondary containment (berms, walls)
- Eliminate wastes – reuse solvents
- Recycle materials or ensure proper disposal

## Inspection Procedures

- Verify that floor drains are sealed
- Inspect material storage areas
- Inspect and clean oil/water separators
- Inspect stormwater discharge locations to ID contamination

## Maintenance Procedures

- Repair or replace any leaking or defective containers
- Maintain caps and/or covers on containers
- Maintain aisle space for inspection of containers

## Operational By Products and Wastes



## Impacts to Stormwater and Receiving Waters

- Leaching, runoff from toxic and biological contaminants

## Problem Evaluation

- Toxicity
- Biochemical oxygen demand

## Identify Solutions (BMP's)

- Post "No Dumping" signs
- Illuminate area
- Erect barriers to prevent access
- Identify recycling opportunities (i.e. paper, cardboard, metals)
- ID and use land disposal opportunities (i.e. deer carcasses)

## Inspection Procedures

- Regularly scheduled inspections
- Unscheduled police patrols

## Maintenance Procedures

- Clean up and dispose of “illegally dumped” materials, trash, and debris
- Cut and remove vegetation

## Catch Basin and Storm Drain System Cleaning



## Impacts to Stormwater and Receiving Waters

- Catch basins capture grit and debris
- Storm drainage system can accumulate sediments
- Storm ditches – if devoid of vegetation , can lead to silt deposition in receiving waters



## Problem Evaluation

- Toxicity (metals, organic materials)
- Biochemical oxygen demand
- Sediment loading

## Identify Solutions (BMP's)

- Increase cleaning frequency of:
  - Storm drain/parking lot receivers, storm sewer systems
  - Open ditches
  - Catch basins and floor drain systems inside of buildings
- Repair or replace receiver grates

## Inspection Procedures

- Prioritize – some storm drains & catch basins need more frequent cleaning
- Clean catch basin when depth of deposits are 1/3 (bottom to outlet)
- Ditch inspections - ID problems en route to job sites
- Storm event – ID sedimentation
- Post storm event - ID blockages

## Maintenance Procedures

- Catch basin and sewer pipe cleaning in spring (dirt, grit) and fall (leaves)
- Seal floor drains where necessary
- Established ditches
  - Maintain proper slope
  - Maintain vegetation - do not remove
  - Remove obstacles and debris
  - Excavation/ditch scraping – install sediment traps, reseed ditch

## Maintenance Procedures

- New ditch installations – need to capture particulate matter
- Proper disposal of debris

## Street Cleaning and Maintenance



## Impacts to Stormwater and Receiving Waters

- Trash, grit, and debris
- Sediment and toxic/biological pollutants
- Road repair materials are potential contaminants

## Problem Evaluation

- Particulate matter
- Biochemical oxygen demand
- Toxicity

## Identify Solutions (BMP's)

- Street sweeping or vacuuming at regular intervals or "as needed"
- Paving in dry weather only
- Consider shouldered roads instead of curbed roads
- Maintain salt resistant roadside vegetation - to filter runoff

## Inspection Procedures

- Inspect streets - plan for repairs, maintenance, reconstruction
- Prioritize – some streets may need more frequent cleaning (high traffic flows, many trees)

## Maintenance Procedures

- Spring sweeping and vacuuming (salt,grit)
- Fall sweeping (leaf collection)
- Dry sweep, or vacuum in dry weather
- Temporary parking bans – access for maintenance
- Maintain equipment – check for leaks, repair
- Stage road operations and maintenance – cover catch basins and manholes

## Road Salt Storage and Application



## Impacts to Stormwater and Receiving Waters

- Salt
  - very soluble in water, can be toxic to aquatic life
  - can impact potable groundwater sources

## Problem Evaluation

- Toxicity

## Identify Solutions (BMP's)

- Covered facility for salt storage
- Store salt on high ground elevation
- Calibrate salt spreaders
- Alternative de-icing materials - (calcium chloride, magnesium chloride)
- Wetting agents minimize "bounce"
- Cover, clean up salt loading areas
- Unload salt deliveries directly into storage facility, or move inside immediately

## Inspection Procedures

- Inspect:
  - Salt storage sheds – structural problems
  - Salt piles for proper coverage (tarps)
  - Salt application equipment
  - Runoff – salt stains on ground
  - Excessive amounts of salt on roads



## Maintenance Procedures

- Service vehicles, calibrate spreaders regularly – efficient salt distribution
- Educate and train operators on hazards of over-salting to roads and environment
- Repair salt storage shed, tarps

## Road Kill Composting Operations



## Impacts to Stormwater and Receiving Waters

- Biological contaminants can leach from compost pile to receiving waters

## Problem Evaluation

- Biochemical oxygen demand - can be extremely high

## Identify Solutions (BMP's)

- Establish compost pile/windrow on well drained, impervious surface with minimal slope
- ID proper types of materials to be composted
- Locate compost piles 200' from receiving waters or wetlands
- Prevent access by vermin and scavengers – erect barriers

## Inspection Procedures

- Inspect for odors, temperature of compost, exposed carcasses
- Use a daily log to keep records

## Maintenance Procedures

- Monitor temperatures
- Sample, analyze for pathogens
- Establish windrows
- Prevent erosion
- Recycle completely composted material

## Marina Operations



## Impacts to Stormwater and Receiving Waters

- Toxics – boat maintenance products
- Sediments, Toxics – bottom paint from hull sanding
- Pathogenic bacteria – boat sewage
- Sedimentation/runoff from barren soils

## Problem Evaluation

- Biochemical oxygen demand
- Toxicity
- Sediment loading

## Identify Solutions (BMP's)

- Construct and maintain pump out stations, fish cleaning stations
- Stabilize shoreline
- Designate areas for boat maintenance away from the water
- Install vegetated buffer strips to filter runoff
- Provide spill cleanup kits
- Educate marina users (signs, posters)

## Inspection Procedures

- Identify areas of runoff that lack vegetation
- Inspect:
  - Fueling stations (spills)
  - Maintenance areas (spills)
  - Fish cleaning stations
  - Sewage pump out stations
  - Trash cans

## Maintenance Procedures

- Empty trash cans and pump out stations
- Clean out fish cleaning stations
- Maintain vegetated areas between work areas and the water
- Replace spill clean-up kits

## Advisory

- *Shipshape Shores and Waters: A Handbook for Marina Operators and Recreational Boaters*

## Construction and Land Disturbance



### Impacts to Stormwater and Receiving Waters

- Sediment runoff affects fish habitat and reproduction
- Thermal increase from shade tree removal – increased water temp, reduced dissolved oxygen content



## Problem Evaluation (BMP's)

- Particulate matter – sediment loading
- Biochemical oxygen demand – increases with temperature, depletes oxygen

## Identify Solutions (BMP's)

- Plan properly- minimize soil exposure
- Minimize soil compaction and impervious cover
- Maximize infiltration opportunities
- Install sediment control devices before disturbing soil
- Limit grading to small areas

## Identify Solutions (BMP's)

- Stabilize site – protect against runoff
- Protect against sediment flowing into storm drains
- Maintain native vegetation, especially near waterways
- Install sediment barriers on slopes, or divert stormwater away from construction

## Inspection Procedures

- Regularly scheduled inspections of sediment control devices and erosion safeguards
- Inspect during storm or snow melt events

## Maintenance Procedures

- Check and repair all erosion protection devices as needed



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

**Requestor:**        **Joe Hilbourn, Development Services Director**  
                          **Stanton Foerster, Public Works Director**

**Agenda Item:**

Discuss and consider a professional services agreement with Kimley-Horn & Associates, Inc. for W Lucas Road at Lewis Lane Capacity Analysis and Traffic Signal Timing Evaluation at the Southview Drive and Country Club Road intersections with Lucas Road; and to authorize the City Manager to execute said agreement in the amount not to exceed \$11,000.00.

**Background Information:**

TxDOT, Collin County, and the City of Lucas have several interlocal agreements for the reconstruction of W Lucas Road from Country Club Rd to Angel Parkway. One requirement of the agreements is that the new roadway must have an increase in capacity over the old roadway. TxDOT and Collin County were hoping that we were going to construct a minimum of three lanes. The City Council decided in January of this year to build a two-lane roadway with turn lanes. Kimley-Horn will be producing a report that will hopefully show that our two-lane design has the same or more capacity than a three-lane roadway.

The traffic signal work is to ensure maximum capacity of the exiting traffic signals.

**Attachments/Supporting Documentation:**

1. Agreement for Professional Services with Kimley-Horn and Associates, Inc.

**Budget/Financial Impact:**

This work is budgeted and funded in Item 21-8210-491-112

**Recommendation:**

Staff recommends approval as presented.

**Motion:**

I make a Motion to **approve/deny** to approve the professional services agreement with Kimley-Horn & Associates, Inc. for W Lucas Road at Lewis Lane Capacity Analysis and Traffic Signal Timing Evaluation at the Southview Drive and Country Club Road intersections with Lucas Road; and to authorize the City Manager to execute said agreement in the amount not to exceed \$11,000.00.

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

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

**Recitals:**

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

**WHEREAS**, Professional desires to render professional services for the City by conducting a traffic study to determine improvements in mobility and determine capacity at the following three cross streets along Lucas Road: Southview Dr., Country Club Road, and Lewis Lane in accordance with the terms and conditions set forth in this Agreement;

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

**Article I**  
**Term**

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

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

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

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

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

2.3 Topographic Survey documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives and/or employees in connection with the Project are intended for the use and benefit of the City. Professional and its consultants, agents,

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

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

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

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

4.1 City shall compensate Professional for the services by payment of a fee not to exceed \$11,000.00.

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

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

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

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

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

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

## **Article VI Relationship of Parties**

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

## **Article VII Miscellaneous**

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

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

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

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



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

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

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

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

If intended for City:  
Attn: City Manager  
City of Lucas  
665 Country Club Road  
Lucas, Texas 75002-7651

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

If intended for Professional:  
Kimley-Horn and Associates, Inc.  
Attn: Nathan New  
12750 Merit Drive, Suite 1000  
Dallas, Texas 75251

By: \_\_\_\_\_

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

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

of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

7.11 Indemnification.

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

7.12 Audits and Records. Professional agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional’s records relating to the services

provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

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

7.14 Insurance.

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

***[Signature Page to Follow]***

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

City of Lucas, Texas

By: \_\_\_\_\_  
Joni Clarke, City Manager

Approved as to form:

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Kimley-Horn and Associates, Inc.

By: Eric Z. Smith

Name: ERIC Z. SMITH

Title: ASSISTANT SECRETARY

## **EXHIBIT “A” SCOPE OF WORK**

The scope of services for this traffic study will be completed as outlined below. As part of the project management tasks, Kimley-Horn shall provide project administration; prepare project correspondence and invoicing documents; develop project schedule and interim milestones; coordinate with the sub-consultant, provide timely progress reports, and attend up to two status meetings.

### **TASK ONE – Lucas Road at Lewis Lane Capacity Analysis**

As part of this task, Kimley-Horn will conduct a field investigation to document the existing roadway network and major intersection characteristics at the study intersection. Through a sub-consultant, Kimley-Horn will collect the following traffic counts:

Turning Movement Counts (6:30 – 8:30am, 4:30 – 6:30pm):

- Lucas Road at Lewis Lane

24 Hour Bi-Directional Volume Counts:

- EB and WB Lucas Road just east of Lewis Lane

Kimley-Horn will use the above data to evaluate existing conditions at the study intersection. Furthermore, Kimley-Horn will perform a capacity analysis at the study intersection to evaluate various auxiliary lane improvements including left turn and right turn lanes on Lucas Road. All intersection capacity analysis will be completed using either Highway Capacity Software (HCS) or Synchro.

### **TASK TWO – Traffic Signal Timing Evaluation**

As part of this task, Kimley-Horn will observe and evaluate existing signal timing at the following two intersections:

1. Lucas Road at Country Club Road
2. Lucas Road at Southview Drive

Intersection observations will be conducted during weekday AM and PM peak periods to identify operational deficiencies and possible solutions for improving traffic flow, operations, and safety. Items that Kimley-Horn will document as part of the existing observations include queue lengths, existing signal timing, platoon observations, and other intersection operations that could be improved. Through a sub-consultant, Kimley-Horn will collect the following traffic counts:

Turning Movement Counts (6:30 – 8:30am, 4:30 – 6:30pm):

1. Lucas Road at Country Club Road
2. Lucas Road at Southview Drive

24 Hour Bi-Directional Volume Counts:

- EB and WB Lucas Road just west of Woodmoor Circle

As part of this task, Kimley-Horn will also prepare AM and PM peak Synchro models to determine if signal coordination (time of day plans) would improve the study intersections. For example, it might make sense to run a time of day coordinated plan during the AM, PM and School Peak and have the signal return to a free operation at all other times of the day. Measures of effectiveness will include platoon dispersion, v/c ratios, travel times, and level-of-service (LOS). Development of signal timing plans is not included as part of this effort.

### **TASK THREE–Technical Memorandum and Meetings**

As part of this effort, Kimley-Horn will submit a draft memorandum summarizing the findings to the City for review. Comments received from the City will be addressed and any reasonable editorial changes desired by the City will be incorporated. For the final deliverable, two signed and sealed memorandums will be prepared which summarize all aspects of the study including data collection, LOS analysis, evaluation of traffic operations, and recommendations. Kimley-Horn will attend up to two meetings either with the public or elected officials to discuss the findings of the study.



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

**Name & Title of Requestor: Joni Clarke, City Manager**  
**Stanton Foerster, Public Works Director**

**Agenda Item:**

Discuss and consider the Microsoft Platform Licensing upgrade in the amount of \$29,953, authorize the city manager to purchase and execute agreements approved to form by the city attorney for the upgrade, and adjust the FY 13-14 budget accordingly.

**Background Information:**

During the April 3, 2014, City Council meeting various information technology (IT) improvements were discussed. The City Council authorized several IT changes and improvements during the midyear budget adjustment on the May 15, 2014, via Ordinance #2014-05-00781. Staff proceeded with the purchase of 30 Microsoft Active Directories and eliminated several active directors to bring our total license agreement to 75. The plan was to give staff time to evaluate Microsoft Cloud Office 365, the originally proposed migration upgrade, and any other possible solution.

During the past two months, the Small Business Server (SBS) operating at City Hall has been reset, lost connection to the internet, and run so slowly causing it to be unusable.

Staff met with Baxter IT representative William Baxter to discuss solution and possible small fixes to improve the performance of the SBS. The goal was to make the SBS last until next fiscal year. Unfortunately Baxter IT and staff believe we cannot wait until next October to upgrade our system.

The following is a modification to the data presented to the City Council in the April. Staff has determined that the need to migrate the SharePoint was unnecessary. Staff asked Baxter IT to focus on Active Director and Exchange Email migration. After both of these are migrated, we will have 110 licenses.

The cost breakdown for the migration is as follows:

Microsoft Exchange 2013 Server License.....	\$835
Microsoft Exchange Client Access Licenses (110 at \$91.44 each)	\$10,058
Microsoft Windows 2012 R2 Server License .....	\$899
Microsoft Active Directories (110 at \$39.18 each) .....	\$4,310
New Server.....	\$9,100
<u>Professional Services (50 hours at \$95/hour) .....</u>	<u>\$4,750</u>
Total.....	\$29,953

Baxter IT is proposing we migrate to the Microsoft Enterprise platform with new software and licenses. The move to Microsoft Enterprise, we need to purchase the following

- 1) One new server,
- 2) New Windows Operating systems for the Active Director and Exchange Email, and
- 3) New user licenses for each service.

The migration is estimated to require three to four weeks to complete. Baxter IT will be required to accomplish the migration without interfering with daily operations.

Staff requested a report from Baxter IT comparing the benefits of Office 365 verses and In-House solution. Staff concurs and independently verified the findings detailed in report written by Baxter IT.

**Attachments/Supporting Documentation:**

1. Cloud Vs In-House Migration Analysis by Baxter IT
2. Baxter IT Estimate #82, June 9, 2014, in the amount of \$29,952.20



**Budget/Financial Impact:**

The cost of the new server and licenses is not included in FY 13-14. Staff is requesting the \$29,953 expense be added to 11-8999-452. This expense will be funded by increased in the General Fund revenues in the following accounts by the following amounts:

11-4365 New Home Permits.....	\$20,188
11-4367 Accessary Building Permits .....	\$2,000
11-4375 Pool Permits.....	\$5,000
<u>11-4367 Weight Limit Permits .....</u>	<u>\$3,150</u>
Total .....	\$30,338

If this item is approved, staff and Baxter IT will attempt to sell the SBS and the license. Unfortunately, the SBS might not have much value due to its age.

**Recommendation:**

Staff has made several patches to our current SBS to make it functional and in hopes it would last through next October. We standardized Office software, switched from Internet Explore to Google Chrome, eliminated active directories, cleaned and reorganized the P-drive, and purchased more SBS licenses.

Staff recommends approval as presented.

**Motion:**

I make a motion to **approve/deny** the upgrade of the Microsoft Platform Licensing in an amount not to exceed \$29,953, authorize the city manager to purchase and execute agreements approved to form by the city attorney for the upgrade and related items, and adjust the FY 13-14 budget accordingly.



# CLOUD VS IN-HOUSE MIGRATION ANALYSIS

## Abstract

A Comprehensive analysis of features, costs, and risks associated with migrating our email application services from In-House to the Cloud

**William Baxter**  
wbaxter@baxterit.com



## EXECUTIVE SUMMARY

This summary provides an executive snapshot of the recommendation analysis. Please review the detail analysis for a full perspective of our recommendation.

<b>In-House Hybrid Solution (5 year cost out)</b>	<b>\$48,660.00</b>
<b>Exchange Online Solution (5 year cost out)</b>	<b>\$58,500.00</b>

### Recommendation Matrix

Feature	In-House Hybrid	Exchange Online	Notes
Server Uptime		✓	Better distributed model then In-house solution
Core Email Features	✓		Administration easier to work on day-to-day
Core Calendar Features	✓		Administration easier to work on day-to-day
Core Contact Features	✓		Administration easier to work on day-to-day
Mobile Support	✓	✓	Either system provides the same level of capability and control
Technical Support*	✓		Instant local support rather than 24 hour off-shore email support
Journaling (ORR)	✓		Existing Hybrid model is much better then Exchange Online
Single Sign-On	✓		We would not have to run additional software to sync user names and passwords. We see this as a big support nightmare
SPAM Filter	✓		From experience, McAfee's cloud SPAM filtering service is better than Microsoft's
ARCHIVE Migration	✓		There is increased complexity in having to maintain two archival systems. Better to stay with current In-house solution
Retention Policies	✓	✓	Similar capabilities, no winner
Cost	✓		Over a 5 year period the In-House/Hybrid is a better value
SCORE	<b>84%</b>	<b>14%</b>	
<b>Overall Recommendation</b>	✓		<b>Staying with the current In-House/Hybrid model is a better overall deal</b>
<b>The In-House Hybrid model was a unanimous choice by our senior engineers. Cost, technology capability, feature comparison, and future choice flexibility scored higher in the In-House Hybrid model.</b>			



**Problem Statement:**

The city’s user base is exceeding our Microsoft Small Business Server licensing limits which will require us to migrate our critical Microsoft applications to a Microsoft enterprise platform. Currently there are two different models to consider. The growth of the cloud and the promise of less expensive software operating costs provide us this second option. The applications that need to be migrated are Microsoft’s Active Directory, Microsoft Exchange Server, and Microsoft SharePoint Services. Not all of these applications have the option to move to the cloud. Microsoft’s Active Directory is the hierarchical security and organization envelop for the city and must stay local on City Servers. Microsoft’s Exchange Server is a valid candidate for the two options. Microsoft’s SharePoint Services has been determined to be underused by city staff and is not worth the expense for either migration option. In summary, only Microsoft Exchange Server, our email platform will be considered in this document analysis.

**Below are the Migration Options available:**

1. Migrate Exchange Server to a new in-house Virtual Server (not dependent on hardware)
2. Migrate Exchange Server to the cloud..... Exchange Online (e-Mail Server)

**Goal of this Document:**

The goal of this document is to develop a comprehensive analysis of features, costs, and risks associated with each option and determine which option is optimal for the City.

**Branding Names of Cloud Services**

Microsoft has many names for its cloud services including Office 365, Hosted Exchange, and Exchange Online. These names are variations of the same cloud technology. This document will use the Cloud Service branded name of “Exchange Online” which includes all the core and supporting services below.

**City Email Feature / Requirements List:**

I have broken the requirements list into two sections. The first section contains core services needed to operate an email platform. The second section contains supporting services that are needed to maintain the mail system and be in compliance with state laws.

The following list compares features/requirements needed by the City of Lucas.

Feature/Requirements List	In-House Solution	Exchange Online Solution
<b>Core Services</b>		
Server Uptime 99%	YES	YES
Core Email Features	YES	YES
Core Calendar Features	YES	YES
Core Contact Features	YES	YES
Mobile Support (Phones, IPADs)	YES	YES



Technical Support*	5 min Response	*24 hour Email Only response
<b>Supporting Services</b>		
Journaling (ORR)	YES	*NO
Single Sign-On	YES	*YES
SPAM Filter	YES	*YES
ARCHIVE Migration	YES	*NO
Retention Policies	YES	YES

### Definition of Supporting Services

- **Journaling:** This service captures and saves all incoming and outgoing email through the Lucas email system. In concert with journaling a robust search, retrieve, and report engine is necessary to comply with Open Records Requests (ORR). Our definition of journaling will include both these capabilities as part of our analysis
- **Single Sign-On:** City I.T. resources are protected by the use of security credentials. To access a document, file, or printer a user must have a valid username and password. The email system also requires a user name and password. If the email system is moved to the cloud a separate user name and password would be required and additional software would need to be added to sync these two separate credential systems
- **SPAM Filter:** All email systems are burdened with the impact of unwanted electronic soliciting. Some of these emails are objectionable on many levels and some contain viruses as well. An effective filter must be in place to minimize the impact of SPAM and protect the City from email delivered virus attacks.
- **Archive Migration:** We currently archive all email according to our retention policies. This amounts to gigabits of data. When considering a move to a different platform we will consider the feasibility and impact of migrating this data to keep past and future archived data in a single database.
- **Retention Policies:** This capability allows us to programmatically set retention periods based upon the City’s written policies.

### Footnotes of Issues/problems with above features for listed solutions

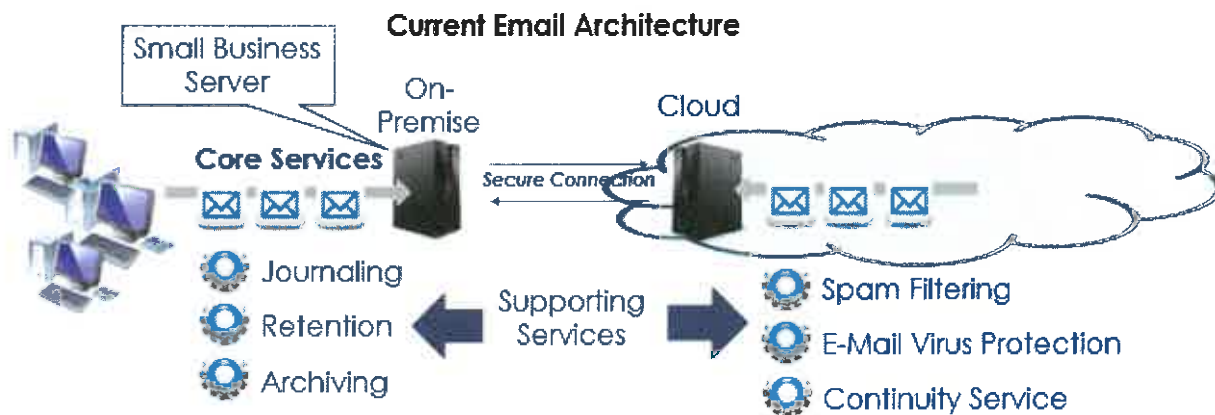
1. **Technical Support:** Only email support is provided for Exchange Online and first technical response Service Level Agreement is 24 hours. Critical issues may take longer.
2. **\*\* Journaling:** This feature allows us to respond quickly and accurately to Open Records requests. Exchange Online only offers this with a Hybrid model (Run an Exchange Server on premise)



3. \*\*\* Single Sign-On: The City must run additional software on a On-Premise Active Directory Server (DirSync) for a single sign-on solution
4. \*\*\*\* Spam Filtering. Exchange Online Spam filtering is only 70% (SWAG based on experience) as effective as the current Spam Filtering Solution adding additional risk to users that receive emails from outside sources
5. \*\*\*\*\* Archive Migration. If the City chooses to move to Exchange Online than the current archived emails can't be migrated. This would mean the City would have to maintain two separate archiving systems to comply with retention policies for 2 years.

### Current Email Architecture:

Currently the City has a hybrid Exchange email model. The Exchange Server service is running On-Premise with a secure connection to its cloud mail partner running the additional supporting email services.



#### The On-Premise Server is responsible for the following tasks:

- Authenticate user against the city's Active Directory
- Send and Receive email to internal resources (these email stay on premise)
- Send and Receive email to Cloud Exchange Server
- Journal all incoming and outgoing messages

#### The Cloud Server is responsible for the following tasks:

- Accept incoming email from external sources and put email thru SPAM and Virus Filtering Services
- Accept outgoing email from On-Premise Server and send thru Spam and Virus Filtering Services
- Provide Continuity Services (Mail redundancy in case the On-Premise Server is offline)

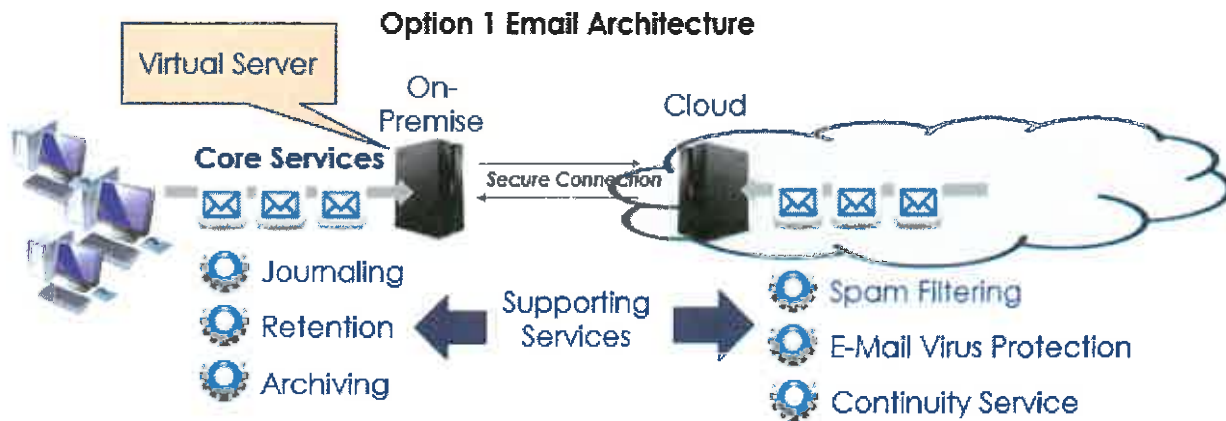


**Benefits of this model**

- This model takes advantage of cheap email complimentary services without handing over the critical application to a specific vendor
- This model allows for the Local I.T. department to manage and support email features and services with fast response times.
- This model capitalizes on the best and most cost effective supporting services.

**Architecture Design and Costs of the Two Available Options**

**Option 1: In-House Virtual Server Migration:** Migrate Exchange Server to a new in-house Virtual Server (not dependent on hardware) This option upgrades and moves Exchange Server to a Virtual Server on the Lucas local network and purchases the number of licenses necessary to stay within the terms of agreement with Microsoft Software. This model leaves in place the existing hybrid architecture and the existing cloud supporting services.



**Cost to Implement Option 1:**

To improve the accuracy of costs associated with each option I have made the common denominator a single user. Each license or service has been boiled down to a per user cost.

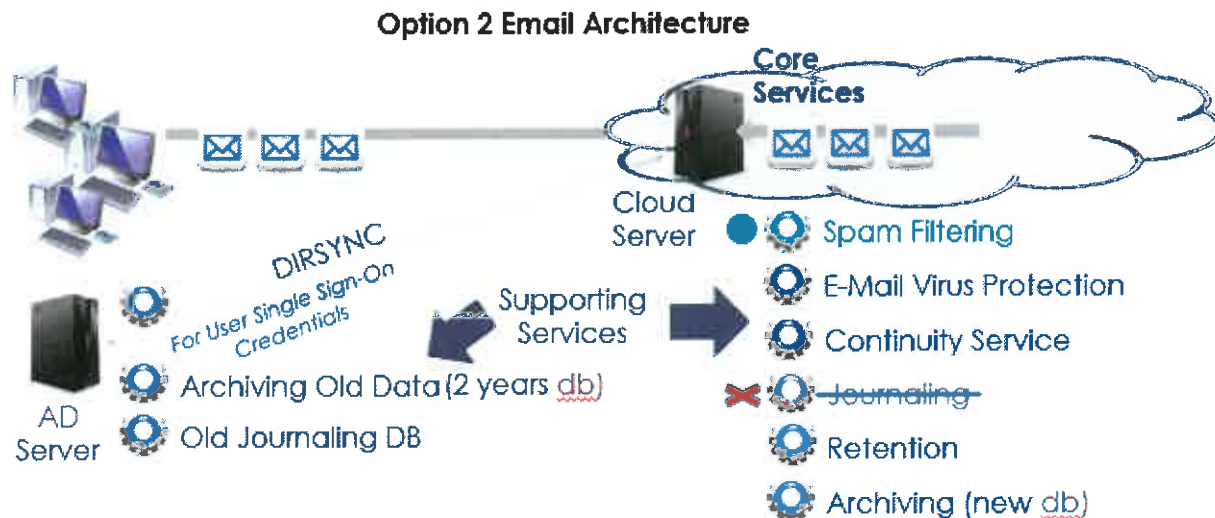
In-House Hybrid Solution						
Service	Raw Per User Price	Users	Month/Cost	Annual Cost	5 Year Cost	
On-Premise Exchange	\$ 1.83	100	\$ 183.00	\$ 2,196.00	\$ 10,980.00	
Spam Filtering	\$ 2.40	100	\$ 240.00	\$ 2,880.00	\$ 14,400.00	
Journaling/Archiving	\$ 1.05	100	\$ 105.00	\$ 1,260.00	\$ 6,300.00	
Server Maintenance	\$ 1.00	100	\$ 100.00	\$ 1,200.00	\$ 6,000.00	
Application Maintenance	\$ 1.00	100	\$ 100.00	\$ 1,200.00	\$ 6,000.00	
Add Technology Support	\$ -	0	\$ -	\$ -	\$ -	
Migration	\$ 0.83	100	\$ 83.00	\$ 996.00	\$ 4,980.00	
<b>Total</b>	<b>\$ 8.11</b>	<b>N/A</b>	<b>\$ 811.00</b>	<b>\$ 9,732.00</b>	<b>\$ 48,660.00</b>	

**Notes about Option 1 Costs**

- I have chosen to extrapolate the costs to 5 years since we would not expect to upgrade the application to a newer version until 2019.
- On-Premise Exchange includes the cost of the Exchange Server License and 100 user licenses
- Spam Filtering cost is the cost we pay for cloud spam filtering with McAfee
- Journaling/Archiving is the cost we pay for In-House Barracuda Archiving
- Server Maintenance is the cost to support the day to day operation of the Exchange Server
- Application Maintenance is the cost to support the Exchange Server application core services and supporting services.
- Additional Technology Support is not necessary in this option
- Migration is the cost to move all data and configuration information to new Virtual Server

**Option 2: Move All Email Services to the Cloud (Exchange Online)**

In this option we would move both core and supporting services to the cloud (Exchange Online). As shown in the diagram below, the City would lose Journaling capabilities (Open Records Request Searches) and reduce the quality of the spam filtering service which supports our security model. Additionally we would need to add a Sync service (DirSync) to our internal Active Directory Server to provide single sign on capabilities to users (One Password for both computer login and email login) and we will have to run our current archiving system another 2 years as we can't migrate archive email to the cloud.







**Costs to Implement Option 2:**

Microsoft Exchange Online					
Service	Raw Per User Price	Users	Month/Cost	Annual Cost	5 Year Cost
Microsoft Plan 2	\$ 7.00	100	\$ 700.00	\$ 8,400.00	\$ 42,000.00
Spam Filtering	\$ -	100	\$ -	\$ -	\$ -
Journaling/Archiving	\$ 1.05	100	\$ 105.00	\$ 1,260.00	\$ 2,520.00
Server Maintenance	\$ -		\$ -	\$ -	\$ -
Application Maintenance	\$ 1.00	100	\$ 100.00	\$ 1,200.00	\$ 6,000.00
Add Technology Support	\$ 0.50	100	\$ 50.00	\$ 600.00	\$ 3,000.00
Migration	\$ 0.83	100	\$ 83.00	\$ 996.00	\$ 4,980.00
<b>Total</b>	<b>\$ 10.38</b>	<b>N/A</b>	<b>\$ 1,038.00</b>	<b>\$ 12,456.00</b>	<b>\$ 58,500.00</b>

**Notes about Option 2 Costs:**

- There are several different Microsoft Cloud Plans available. Plan 1 does not come with the key archiving and searching features (In-Place Hold and Data Loss Prevention) needed to keep us within state compliance. Also, as a Government agency we could get Plan 2 for \$7/user/month not \$8.00. See appendix for pricing table details.
- Spam filtering costs are not applied in this model as they are included in the Plan 2 price
- Journaling/Archiving: This is the cost to maintain the current system for 2 years which is our retention guidelines
- Server maintenance is rolled into the costs of the Cloud plan so are not itemized here
- Application Maintenance costs are the same in both plans which includes the management and maintenance of users, passwords, system configurations, etc:
- Additional Technology Support. This cost is necessary for the added software layer needed for Single Sign-On and cloud support services
- Migration costs are the same for both options



## Baxter I.T. Recommendations:

### Recommendation Matrix

Feature	In-House	Exchange Online	Notes
Server Uptime		✓	Better distributed model then In-house solution
Core Email Features	✓		Administration easier to work on day-today
Core Calendar Features	✓		Administration easier to work on day-today
Core Contact Features	✓		Administration easier to work on day-today
Mobile Support	✓	✓	Either system provides the same level of capability and control
Technical Support*	✓		Instant local support rather than 24 hour off-shore email support
Journaling (ORR)	✓		Existing Hybrid model is much better then Exchange Online
Single Sign-On	✓		We would not have to run additional software to sync user names and passwords. We see this as a big support nightmare
SPAM Filter	✓		From experience, McAfee's cloud SPAM filtering service is better than Microsoft's
ARCHIVE Migration	✓		There is increased complexity in having to maintain two archival systems. Better to stay with current In-house solution
Retention Policies	✓	✓	Similar capabilities, no winner
Cost	✓		Over a 5 year period the In-House/Hybrid is a better value
SCORE	84%	14%	
<b>Overall Recommendation</b>	✓		<b>Staying with the current In-House/Hybrid model is a better overall deal</b>

### Recommendation

The entire team has reviewed the core and supporting technologies in the cloud and in-house and it was a unanimous vote for the In-House Hybrid solution

Authored by: William Baxter

**Notes about my research.**

In my research I contacted Microsoft Online Services and was given a provisioned demo Exchange Server Account for testing. I worked thru most major scenarios with the online service to identify the services that did work and those that did not. More detail available if needed.

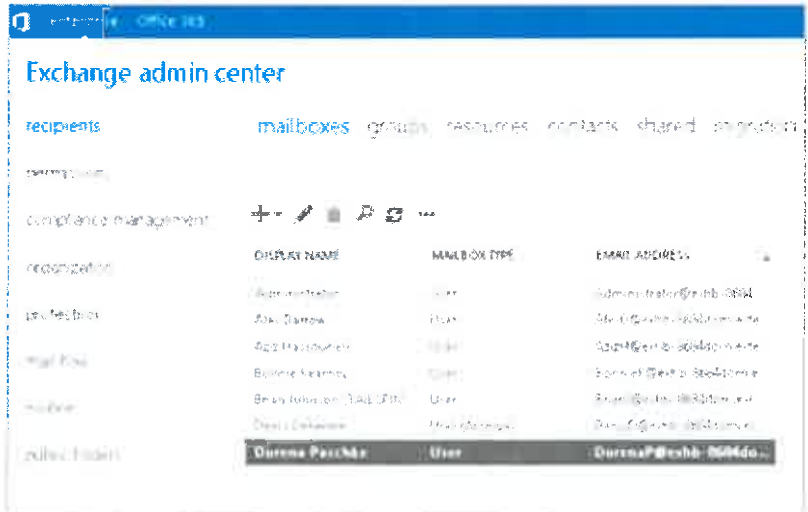
**Customer Immersion Experience**

BAXTERDEMO, the trial Office 365 tenant you provisioned is now ready to use with CIE. You can log into this tenant by navigating to <https://portal.microsoftonline.com>

Username: [admin@BaxterDemo.onmicrosoft.com](mailto:admin@BaxterDemo.onmicrosoft.com)  
Password: \*\*\*\*\* (standard password listed in the CIE facilitator guide)

**Notes about the Exchange Online Experience:**



I found the Administration interface well laid out and intuitive. Configuration of advanced settings were also well laid out. I was disappointed that support was limited to email support via off-shore engineers. This type of support requires triple the “explanation” time in writing to ensure support staff understand the problem.



**Biggest Advantage:**  
The biggest advantage of Exchange Online is the distributed infrastructure where the city’s mail database would be geographically distributed so the chance of loss is minimized.



## Exchange Online Plan Comparison

Try or buy Exchange	Exchange Online Plan 1	Exchange Online Plan 2
Top features in Exchange	\$4.00 <small>user/month</small>	\$8.00 <small>user/month</small>
Exchange Online	<a href="#">Buy</a>	<a href="#">Buy</a>
<p><b>Large mailboxes:</b> Each user gets 50 GB of mailbox storage and can send messages up to 25 MB in size.</p>	●	●
<p><b>Outlook support:</b> Users can connect supported copies of Outlook to Exchange Online, so they can use the rich client application they already know.</p>	●	●
<p><b>Web-based access:</b> For web-client access, Outlook Web App provides a premium browser-based experience that matches the look and feel of the full Outlook client.</p>	●	●
<p><b>Mobility:</b> Mobile access is available from all phones that can receive email, including Windows Phone, iPhone, Android, and Blackberry devices.</p>	●	●
<p><b>Shared calendar and contacts:</b> Users can compare calendars to schedule meetings and can access collaboration features, including shared calendars, groups, the global address list, external contacts, tasks, conference rooms, and delegation capabilities.</p>	●	●
<p><b>Apps for Outlook:</b> Users can spend less time switching between apps with an extension model that allows third-party web applications easy plug-in access for both Outlook and Outlook Web App.</p>	●	●
<p><b>Security:</b> Every mailbox is protected with premier anti-malware and anti-spam protection via Exchange Online Protection.</p>	●	●
<p><b>In-Place Archives:</b> Reduce inbox clutter by automatically moving old messages to an In-Place Archive.</p>	●	●
<p><b>In-Place Hold:</b> Use In-Place Hold to preserve deleted and edited mailbox items from users' primary mailboxes and In-Place Archives.</p>		 ●
<p><b>Unlimited storage:</b> Take advantage of unlimited storage (50 GB of storage in the user's primary mailbox, plus unlimited storage in the user's In-Place Archive).</p>		 ●
<p><b>Hosted voice mail:</b> Take advantage of hosted Unified Messaging services that provide call answering, a dial-in user interface, and company automated attendant capabilities.</p>		●
<p><b>Data Loss Prevention (DLP):</b> Control sensitive business data with built-in DLP policies based on regulatory standards such as PII and PCI, which help to identify, monitor, and protect sensitive data through deep content analysis.</p>		●





# Baxter IT Consulting Services, Inc

372 Town Place  
Fairview, TX 75069  
DPS Security License B17318

Phone # (972) 886-4214    wbaxter@baxterit.com  
Fax # (972) 886-4203

Estimate

Date	Estimate #
6/9/2014	82

### Name / Address

City of Lucas  
Liz Exum  
665 Country Club Road  
Lucas, Texas 75002-8999

### Description

Email Migration

Description	Qty	Cost	Total
Microsoft Exchange 2013 Server License	1	835.00	835.00
Microsoft Exchange Add-On User CAL's	110	91.44	10,058.40
Microsoft Windows 2012 R2 Server License For New Host Server (2 Free VM Licenses)	1	899.00	899.00
Microsoft Active Directory (Windows 2012 R2) User Client Access Licenses	110	39.18	4,309.80
New Server to Replace Small Business Server and host City Virtual Machines: Dual Quad Core Processors, 96GB Memory, LSI RAID Controller, 2U. (Reduces Server footprint by 1)	1	9,100.00	9,100.00
Labor Costs to migrate Email and Active Directory to new Server and Setup New Host Server, transfer Existing VM's to New Server. Laserfiche, VPN, HR, Incode.	50	95.00	4,750.00
		<b>Total</b>	<b>\$29,952.20</b>

Customer Signature \_\_\_\_\_



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

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

**Agenda Item:**

Discuss and consider the award of a bid and enter into an agreement for the Central Fire Station Addition Project and authorize the Mayor to execute the contract.

**Background Information:**

The City of Lucas Central Fire Station Addition Project was sent out for bid. The City received 6 proposals from 6 qualified contractors and the project came in over budget. Staff met to discuss alternatives in an effort to reduce cost and come up with recommendations to be presented to the City Council. The three alternatives for consideration include:

1. Accept the low bid with addendum one removing the rear parking, for a total budget of \$2,962,000
2. Accept the low bid with addendum one removing the rear parking and cutting, landscape, flagpoles, cut air balance by \$5,000, cut testing materials by \$6,000, reducing A/E reimbursable by \$7,000 and cutting the furniture budget by \$20,000 For a total budget of \$2,900,000.
3. Do not accept a bid, go to redesign and phase the project.

The low bid for the project with addendum one (removing the rear parking) was in the amount of \$2,294,450 made by Speed Fab Crete. Their references were excellent, including a reference by the Lucas Fire Rescue for their construction of the existing facilities.

**Attachments/Supporting Documentation:**

1. Copy of Staff rankings

## 2. References for Speed Fab Crete

Note: Copies of the proposals are available for review in the Development Services Office.

### **Budget/Financial Impact:**

Staff is still negotiating ways to reduce cost and will be bringing the results of these conversations forward at the June 19<sup>th</sup> City Council meeting.

If the City Council approves the staff recommendation to award the bid to Speed Fab Crete in the amount of \$2,294,450 (which brings the total budget to \$2,900,000 and is \$100,000 over the original budget of \$2,800,000), staff will bring back the necessary budget amendment if we are unsuccessful in reducing cost.

### **Recommendation:**

Staff recommended awarding the bid to Speed Fab Crete.

### **Motion:**

I make a Motion to **approve/deny** Alternative # 2 awarding the bid and enter into an agreement for the Central Fire Station Addition Project and authorize the Mayor to execute the contract for the addition of 9,300 +/- square feet and renovations to the existing fire station, in an amount not to exceed the low bid for the project with addendum one (removing the rear parking) was in the amount of \$2,294,450 made by Speed Fab Crete.

**Lucas Central Fire Station Expansion-Contractor Scores 06/09/2014****Craig Zale**

	<b>2,415,450</b>	<b>2,899,976</b>	<b>2,650,000</b>	<b>2,377,777</b>	<b>2,643,000</b>	<b>2,437,777</b>
	<b>FAB</b>	<b>Tillage</b>	<b>Mega P</b>	<b>Tegrity</b>	<b>Modern Contractors</b>	<b>JC Commercial</b>
<b>A.</b>	<b>1</b>	<b>5</b>	<b>4</b>	<b>2</b>	<b>4</b>	<b>3</b>
<b>B.</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>1</b>	<b>2</b>
<b>C.</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>1</b>	<b>2</b>
<b>D.</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>3</b>
<b>E.</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>3</b>
<b>F.</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>2</b>
<b>G.</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>
<b>H.</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>2</b>
<b>I.</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>1</b>
<b>Total</b>	<b>9</b>	<b>24</b>	<b>18</b>	<b>35</b>	<b>12</b>	<b>20</b>



## Lucas Central Fire Station Expansion-Contractor Scores

Joe H

	FAB	Tillage	Mega P	Tegrity	Modern Contractors	JC Commercial
A.	1	4	3	1	2	3
B.	1	1	2	1	1	2
C.	1	4	2	3	1	1
D.	1	4	3	5	1	1
E.	1	4	3	2	2	2
F.	1	4	1	1	1	1
G.	1	4	1	1	1	1
H.	1	4	1	1	1	2
I.	1	5	3	1	1	1
<b>Total</b>	<b>9</b>	<b>34</b>	<b>19</b>	<b>16</b>	<b>12</b>	<b>14</b>

- a. **The project price; 40%**
- b. **The reputation of the proposer and the proposer's services; 10%**
- c. **The quality of the proposer's services; 5%**
- d. **The extent to which the proposer's services meets the Owner's needs; 5%**
- e. **The proposer's past performance on other similar projects; 5%**
- f. **The total long-term cost to the Owner to acquire the proposer's services; 5%**
- g. **The ability to meet the required schedule or finish earlier than the required schedule; 10%**
- h. **The owner reserves the right to reject all bids**
- i. **Other relevant factors as follows: the Owner prefers to select a proposer in which the firm and both the Project Manager and the onsite Construction Superintendent have served in their respective capacities on two successful completed facilities having similar components with a construction contract value of over \$3,000,000; 20%**

**From:** Poindexter, Mark [<mailto:MPoindexter@rockwall.com>]

**Sent:** Tuesday, June 10, 2014 12:50 PM

**To:** Donna Bradshaw

**Subject:** RE: Reference for Speed, Fab Crete

1. Would you use Speed, Fab Crete again? The answer is Yes. I will go on to say, I would demand that Roger Hamm, Superintendent and Janis Petry, Project Manager would have to be over my project. Because of the two of them it was a great experience and many of the issues were handled in the field. I can't say enough great things about them.
2. How many "change orders" did you have? I do not remember but it somewhere between three to five. We had a GMP and if we finished construction under GMP then we got a percentage of the funds back. We made some field adjustments during construction which saved money and got us a better finished product. We also had about 8 to 10 percent contingency on top of GMP and we did not touch it at all.
3. I will have to say the tough part was getting the plans correct prior to construction. I was a pain in Chuck Freemans side because it took him several (too many) attempts to get the plans almost corrected from the owner comments and code compliance stand point. Finally Mr. Bloxom said the rest of the changes would be handled in the field.

Again I would use David Bloxom again tomorrow if we had funds to build a building. We would just have to have an understanding about Mr. Freeman involvement. Mr. Bloxom would also have to agree to allow Hamm and Petry to be over the project.

Please have the Chief or the person in charge of your project call me for more details. I would also like for any of your group to come see our two stations and the foundation system we used. My mobile is 214-926-5845.

Mark A. Poindexter, CFE  
Fire Chief  
City of Rockwall  
385 South Goliad Street  
Rockwall, Texas 75087  
Office: 972-771-7770  
Direct: 972-772-6428  
Fax: 972-771-7772  
E-mail: [mpoindexter@rockwall.com](mailto:mpoindexter@rockwall.com)

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**From:** Donna Bradshaw [<mailto:dbradshaw@lucastexas.us>]

**Sent:** Tuesday, June 10, 2014 8:55 AM

**To:** Poindexter, Mark

**Subject:** Reference for Speed, Fab Crete

The City of Lucas will be building a Fire Hall in the near future and have accepted bids from several contractors,  
your name is listed as a reference for Speed, Fab Crete.

My group has asked me to call the listed references with two questions:

1. Would you use Speed, Fab Crete again?
2. How many "change orders" did you have?



**City of Lucas**  
**City Council Agenda Request**  
**Meeting Date: June 19, 2014**

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

**Agenda Item:**

Discuss and consider the approval of a Development Agreement between the City of Lucas and Lucas Christian Academy concerning a request to waive or defer required impact fees until start of the second phase of construction.

**Background Information:**

LCA feels that because their school has been open for some time that the impact fee schedule should not apply to them since all they are doing is moving one parcel to the West. When they were initially given an SUP it was for a temporary use their current location was never intended as a permanent location so impact were not charged when they opened, nor should they have been charged for a temporary use. LCA also feels they are being hit with road improvement twice because the city required them to put in turn lanes. Per our ordinance we do not give out credit for road improvements that only improve conditions on site.

**Attachments/Supporting Documentation:**

1. Existing approved SUP ordinance.
2. Copy of approved site plan for the site
3. Development Agreement

**Budget/Financial Impact:**

Potentially a loss to of \$74,201.43

**Recommendation:**

Staff would recommend deferring road impact fees until the start of phase 2 construction. At that time if the city wanted to reconsider waiving the fees because the road improvements done by LCA helped traffic flow beyond their site we could do so at that time.

**Motion:**

I make a Motion to **approve/deny** the Development Agreement between the City of Lucas and Lucas Christian Academy concerning a request to waive or defer required impact fees until start of the second phase of construction.

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

**ORDINANCE # 2011-04-00678**  
**[Specific Use Permit for 415 West Lucas Road]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS FOR THE OPERATION OF A CHURCH AND SCHOOL FACILITY KNOWN AS LUCAS CHRISTIAN ACADEMY FOR THE PROPERTY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO, A TRACT OF LAND IN THE CITY OF LUCAS, TEXAS, LOCATED AT 415 WEST LUCAS ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Lucas is of the opinion that said zoning ordinance should be amended as provided herein;

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a change in zoning to grant a Special Use Permit to allow the operation of a church and school facility known as "Lucas Christian Academy" located at 415 West Lucas Road and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

**SECTION 2.** That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, and the regulations imposed within the R2 Single Family District, subject to the following conditions:

1. The Property may be used as a church and for religious worship and ancillary related uses and purposes, including but not limited to a private school operated by the Lucas Christian Church d/b/a Faith Fellowship;
2. The development of the property shall be in accordance with the site plan, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes;
3. There shall be no additional structures, temporary or permanent, situated, located, constructed or erected on the Property, other than those that currently exist as of the effective date of this Ordinance and those that are depicted on the site plan attached as Exhibit "B"; and
4. All temporary buildings identified on Exhibit "B" shall be removed within six (6) months after the City issues a certificate of occupancy for the new school facility located at 505 W. Lucas Rd.

**SECTION 3.** That should any section, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, the Comprehensive Zoning Ordinance, or the Code of Ordinances as an entirety, it being the legislative intent that the provisions of this ordinance are severable and that the ordinance shall continue in effect notwithstanding the invalidity of such section, sentence, clause, or phrase.

**SECTION 4.** That all provisions of the ordinances of the City of Lucas in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Lucas not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

**SECTION 6.** That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 21<sup>st</sup> DAY OF APRIL, 2011.**





APPROVED AS TO FORM:

Joe Gorfida, Jr., City Attorney  
(JG/04-20-11/48923)

APPROVED:

Rebecca Mark, Mayor

ATTEST:

Kathy Wingo, TRMC, CMC, City Secretary

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

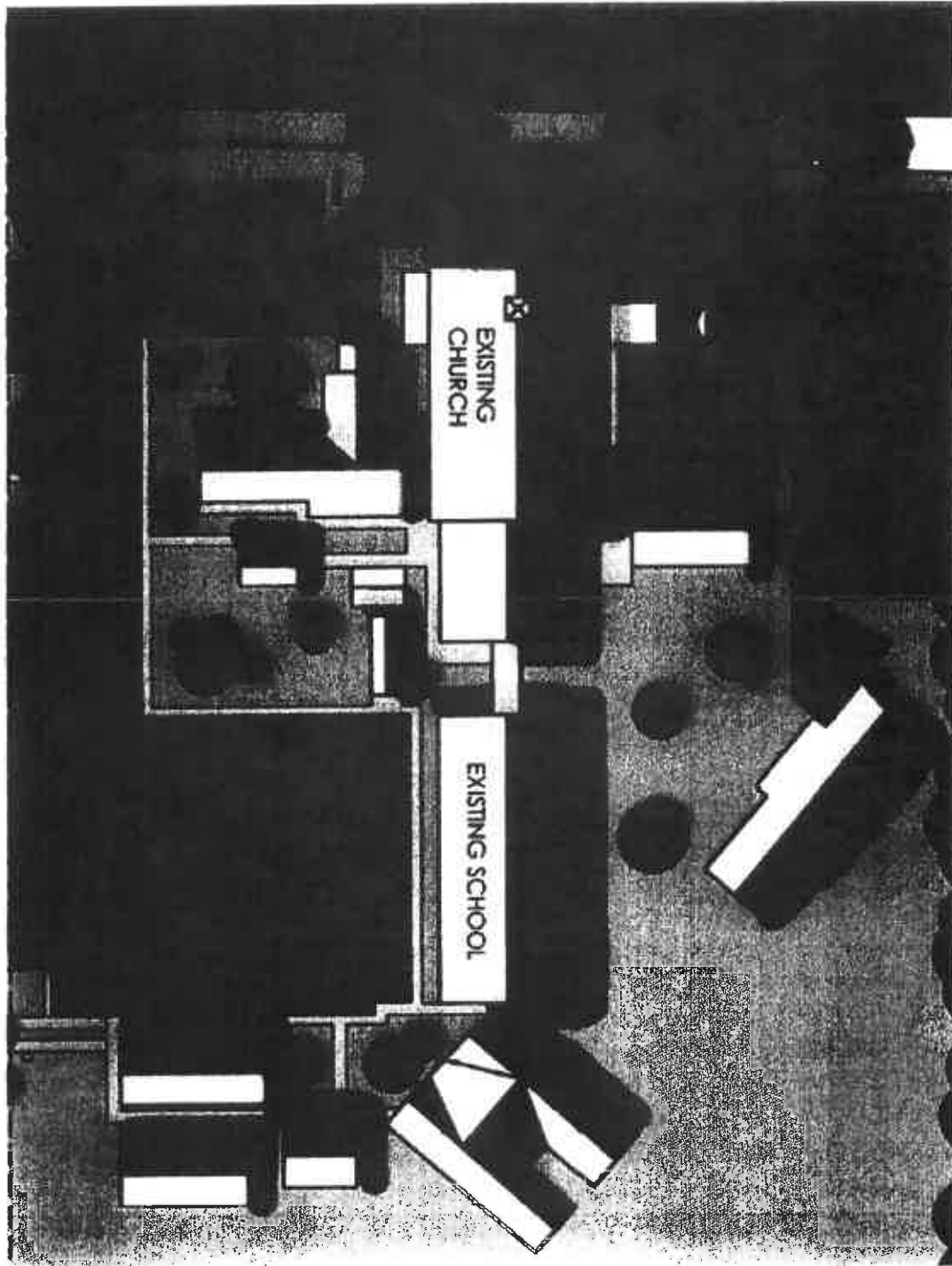
**Lucas Christian Church and Lucas Christian Academy  
415 W. Lucas Road**

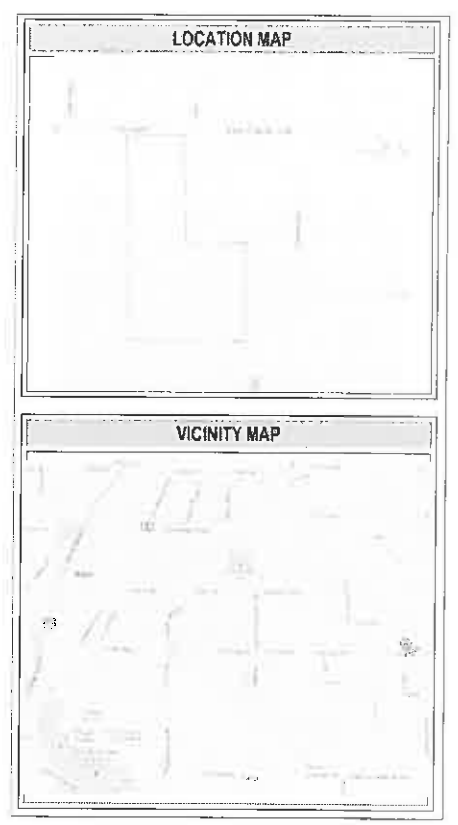
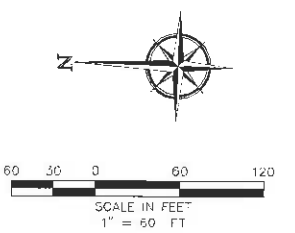
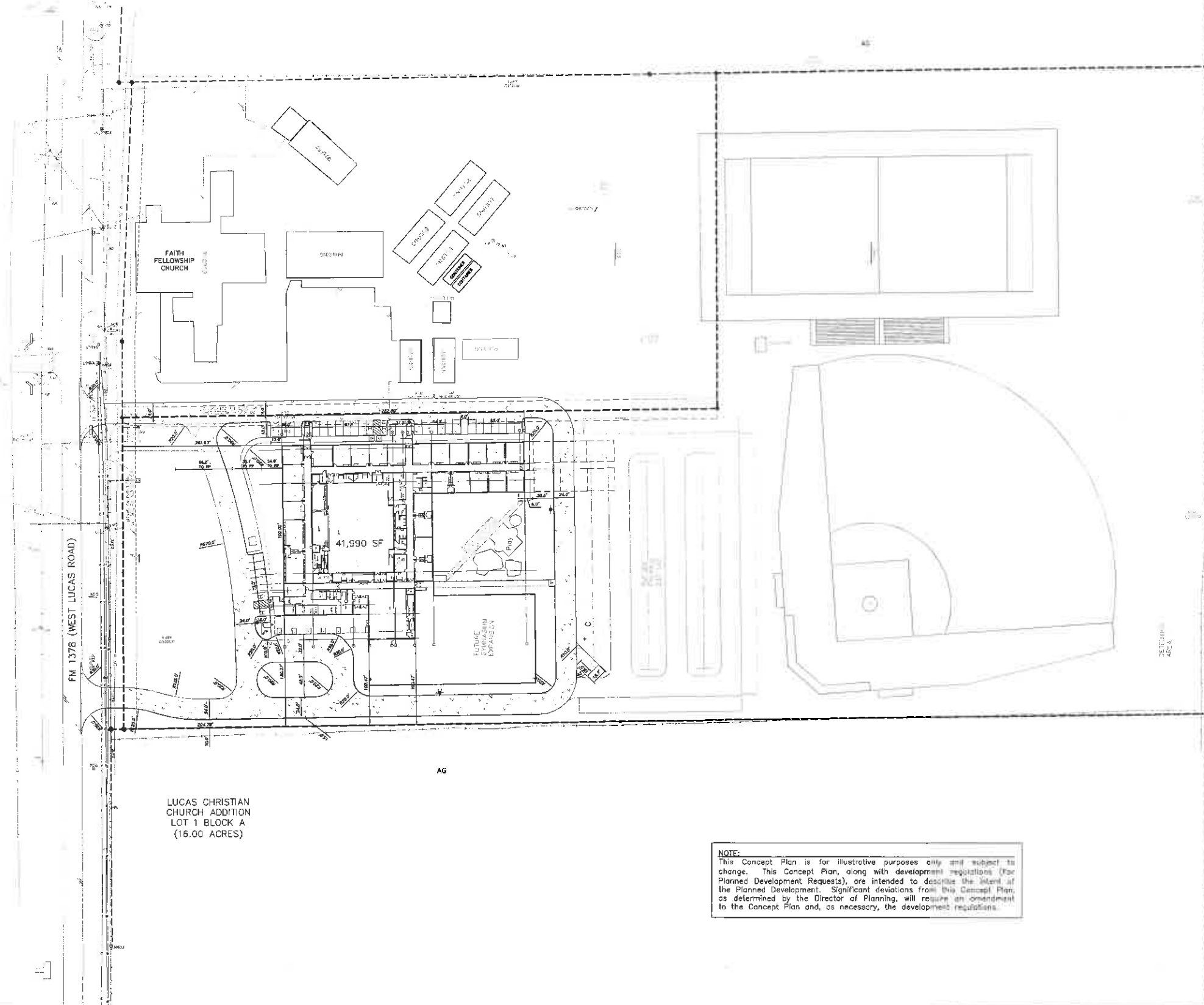
**A0538 LOVELADY, JAS, TRACT 16, ACRES 2.3340,  
A0538 LOVELADY, JAS, TRACT 15, ACRES 2.8000,  
A0538 LOVELADY, JAS, TRACT 69, ACRES 17.232**

EXHIBIT "B"

# Lucas Christian Church

Site Plan 2009





**NOTE:**  
 This Concept Plan is for illustrative purposes only and subject to change. This Concept Plan, along with development regulations (for Planned Development Requests), are intended to describe the intent of the Planned Development. Significant deviations from this Concept Plan, as determined by the Director of Planning, will require an amendment to the Concept Plan and, as necessary, the development regulations.

LUCAS CHRISTIAN CHURCH ADDITION  
 LOT 1 BLOCK A  
 (16.00 ACRES)

**ENGINEERINGCONCEPTS**  
 & DESIGN, L.P.  
 ENGINEERING / PROJECT MANAGEMENT /  
 CONSTRUCTION SERVICES - FIRM REG. #F-001145  
 201 WINDCO CIR, STE 200, WYLIE, TX 75098  
 972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM

REVISIONS:	
DRAWN: DENNY	DATE: May 20, 2014
CHECKED: TW	DATE:
PROJECT NO.: 08300	
DWG FILE NAME:	

**ZONING CONCEPT PLAN - EXHIBIT B**  
**LUCAS CHRISTIAN ACADEMY - PHASE ONE**  
 505 WEST LUCAS ROAD  
 LUCAS CHRISTIAN ACADEMY NEW SCHOOL BUILDING  
 CITY OF LUCAS, COLLIN COUNTY, TEXAS

SHEET  
**1**  
 OF  
 .

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

**DEVELOPMENT AGREEMENT**

This Development Agreement (the “Agreement”) is made by and among the City of Lucas, Texas (the “City”) and Lucas Christian Academy, Inc., a Texas non-profit corporation, (the “Academy”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

**RECITALS**

**WHEREAS**, the Academy owns approximately 15.875 acres of property located at 505 W. Lucas Road, in Lucas, Texas, being further described in Exhibit “A” (“Land”), and intends to construct a private school in two phases. Phase One construction shall consist of a 41,000 square foot school building; and, Phase Two construction shall consist of a gym to a theater, double court basketball and volleyball gym, field house, sport fields and parking lot (hereinafter defined as the “Completed Facility”) on the Land; and

**WHEREAS**, pursuant to Chapter 395 of the Texas Local Government Code, the City has adopted an ordinance that assesses roadway and water impact fees against new development and requires such fees to be paid at the time the City issues a building permit; and

**WHEREAS**, the Academy has advised the City that a contributing factor that would assist them in the development of the Completed Facility would be an agreement by the City to allow the Academy to defer the payment of roadway impact fees in the amount of \$74,201.43 (the “Impact Fees”) until the commencement of construction for Phase Two of the Completed Facility; and

**WHEREAS**, the City Council has determined that entering into a Development Agreement that allows the Academy to defer payment of the Impact Fees will further assist the Academy in its development of the Completed Facility; and, that the City and its inhabitants will benefit from the construction of the Completed Facility;

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

**Article I  
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Academy” shall mean Lucas Christian Academy, a Texas non-profit corporation.

“City” shall mean the City of Lucas, Texas.

“Commencement of Construction” shall mean at the time the City issues a building permit for Phase Two.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the Parties have fully satisfied their respective obligations herein or June 19, 2019, whichever occurs first.

“Impact Fees” shall mean roadway impact fees assessed by the City against the Land in the amount of \$74,201.43.

“Phase Two” shall mean: the Commencement of Construction of any of the following: the conversion of the Gym to a theater, double court basketball and volleyball gym, field house, sports fields and parking lot or the Commencement of Construction on the Land of any additional facilities.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III Impact Fee Deferred**

Subject to the Academy’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to defer the payment of the Impact Fees owed by the Academy to the City until the Commencement of Construction for Phase Two or the Expiration Date, whichever occurs first.

## **Article IV Termination**

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date;
- (c) by any Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (d) by City and/or Academy, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

## **Article V**

## Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

5.2 Limitation on Liability. It is understood and agreed between the Parties that the City and the Academy, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third-parties in connection with these actions.

5.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

5.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Lucas, Texas  
Attn: Joni Clarke, City Manager  
665 Country Club Road  
Lucas, Texas 75002

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for Academy, to:

Lucas Christian Academy  
Attn: Michael T. Phipps  
President, LCA Advisory Board  
505 West Lucas Road  
Lucas, Texas 75002

5.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

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

5.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

5.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.10 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Academy without the prior written consent of the City.

5.11 Severability. In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

5.12 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments to this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Land.

5.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties.

*[Signature Page to Follow]*



**EXECUTED** in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Rebecca Mark, Mayor

**Attest:**

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

Approved as to Form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(06-10-14/66585)

**EXECUTED** in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2014.

**Lucas Christian Academy**

By: \_\_\_\_\_  
Michael T. Phipps  
President, LCA Advisory Board

**Exhibit "A"**  
**Land Description**



**City of Lucas  
Council Agenda Request  
Meeting Date: June 19, 2014**

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

**Agenda Item:**

Discuss and consider allowing staff to move forward with annexations for Edgewood Estates, Claremont Springs Phase 2, Cimarron, and two lots containing fireworks stands on E. Lucas Road.

**Background Information:**

Council denied these items at the November 21, 2013 City Council meeting. With recent developments staff is asking for reconsideration for annexation. The recent developments are the cities paid fire staff and ambulance service. Concerns regarding the safety of resident's city and ETJ. Concerns regarding the ability of the dispatch to accurately dispatch ambulance and fire service to the right department. There is also a significant financial impact for the city based property tax revenue to the general fund. Outstanding drainage issues within the right of way in Cimarron have been solved. Drainage issues on private property in Cimarron have not been solved. There will be a onetime expense for drainage issues in Claremont Springs Phase 2.

**Attachments/Supporting Documentation:**

1. Tax breakdown of Edgewood Cimarron, and Claremont Springs.
2. Water rate and surcharge breakdown of Edgewood, Cimarron, and Claremont Springs.
3. Map showing locations of proposed annexations.
4. Run call for Lucas Fire Rescue last three years.
5. Minutes November 21 City Council meeting.

**Budget/Financial Impact:**

1. Gain in general fund from property taxes \$198,903.52 based on 2012 tax information
2. Loss in revenue to the water fund \$85,105 based on 2012 numbers.
3. Onetime expense of \$63,000 +/- for drainage issues Claremont Springs Phase 2.

**Recommendation:**

Approve the annexations prior to December 31, 2014.

**Motion:**

I make a Motion to **direct/not direct** Staff to move forward with annexations for Edgewood Estates, Claremont Springs Phase 2, Cimarron, and two lots containing fireworks stands on E. Lucas Road.



**City Council Regular Meeting  
November 21, 2013, at 7:00 PM  
City Hall - 665 Country Club Road**

**Minutes**

**Call to Order**

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

Present/Absent:

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Philip Lawrence
Councilmember Debbie Fisher	City Secretary Kathy Wingo
Interim City Manager Dan Savage	Fire Chief Jim Kitchens
Development Services Director Joe Hilbourn	City Attorney Joe Gorfida
Public Works Director Stanton Foerster	

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

**Executive Session**

The City Council convened into Executive Session at 7:02 p.m.

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

**Regular Agenda**

The City Council reconvened into Regular Session at 8:12 p.m.

- 3) Take any action as necessary from the Executive Session.

No action was taken as a result of the Executive Session.

Councilmember Wayne Millsap left the meeting at 8:12 p.m.

## Citizens' Input

### 4) Citizens' Input.

Tyler Toth, 13 Bella Vista Circle, Lucas came forward to speak. Mr. Toth attends Collin College and is attending the meeting tonight as a requirement for his government class.

## Community Interest

### 5) Items of Community Interest.

Councilmember Debbie Fisher reminded everyone that NTMWD is cautioning us to conserve water.

Mayor Rebecca Mark participated in the ACO fund raising event today as a celebrity model. There is a board range of services that ACO provides that helps our community.

## Public Hearings

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

(90 R.O.W.); THENCE, North 00° 12'40" East, along the east line of said F.M. 1378, for a distance of 70.00 feet, to ½ inch iron rod set; THENCE, South 89° 43'48" East, departing said east line, for a distance of 300.00 feet, to a ½ inch iron rod set; THENCE, North, 00° 12'40" East, for a distance of 856.23 feet, to a ½ inch iron rod set on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 179° 59'07"; THENCE, along said curve to the right for an arc distance of 188.513 feet (Chord Bearing North 35° 54'14" East 120.00 feet), to a ½ inch iron rod set; THENCE, North 00° 11'59" East, for a distance of 188.93 feet, to a ½ inch iron rod set in the south line of Lovejoy Elementary school No. 2, and addition to the city of Lucas, as described in Clerks File NO. 97-0045267, in said Deed Records; THENCE, South 89°11' 30" East, along the east line of said Lovejoy Elementary, for a distance of 780.50 feet, to a p/k nail found being in the north line of said 70.00 acre tract; THENCE, South 89° 27'06" East, along said north line, for a distance of 315.11 feet. To ½ inch iron rod set at northeast corner of said 70.00 acre tract; THENCE, South 00° 30'35" West, along the east line of said 70.00 acre tract, for a distance of 1247.36 feet, to a ½ inch iron rod set; THENCE, South 00° 03'59" West, along said east line, for a distance of 959.16 feet, to the point of BEGINNING and containing 32.978 acres of land. **[Commonly known as Cimarron Estates. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013] [Hilbourn]**

The Public Hearing was opened at 8:18 p.m.

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

The Public Hearing was closed at 8:18 p.m.

Councilmember Debbie Fisher and Mayor Pro Tem Kathleen Peele each stated their opposition to annexing this property due to the drainage issues with this development. Mayor Pro Tem Kathleen Peele stated there is no benefit to the City to annex this development or Edgewood Estates.

Councilmember Philip Lawrence agreed, the homeowners were told when they purchased their properties that they would not be in the City of Lucas.

Councilmember Steve Duke agreed.

Councilmember Jim Olk disagreed. There is a huge advantage having the taxes paid into the General Fund rather than having 1.5 times the water rate into the Water Fund. Also, the City should be made whole by annexing properties that are available.

Mayor Rebecca Mark agreed with Councilmember Jim Olk. Staff was given direction to move forward in bringing this property for Council for consideration.

**MOTION:** Councilmember Debbie Fisher made a Motion to table this item for a period of not less than one year. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 4-2, Councilmember Olk and Mayor Rebecca Mark voting NAY.

The City Attorney Joe Gorfida stated that if it was intended to kill the annexation with the previous Motion then the Motion should be that Council denies the annexation. The previous Motion allows the item to be brought back within a year.

**MOTION:** Councilmember Debbie Fisher made a Motion to deny the annexation of Cimarron. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 4-2, Councilmember Jim Olk and Mayor Rebecca Mark voting NAY.

- 7) Public Hearing/Discuss and Consider the unilateral annexation of a tract situated in the Benjamin Sparks Survey, Abstract No. 813, in Collin County, Texas, being a part of a 71.19 acre tract, as described in Volume 549, Page 333, in the Deed Records of Collin County, Texas, and more particular described as follows: Beginning, at ½ inch iron rod set at the northeast corner of Cimarron Phase 1, an addition to the City of Lucas, as described in Volume, Page in the Plat Records of Collin County, Texas: Thence, South 89° 43'22" East, along the north line of said 71.19 acre tract, for a distance of 825.00 feet, to a ½ inch rod set; Thence, South 00° 35'59" West, along the east lines of the 71.19 acre tract, for a distance of 570.020 feet, to a ½ inch iron rod set; Thence, South 89°15'50" East, continuing along said the east line, for a distance of 464.13 feet, to a to a ½ inch iron rod set; Thence, South 00°03'46" West, continuing along said east line, for a distance of 485.39 feet, to a to a ½ inch iron rod set; Thence, South 00°14'24" West, continuing along said east line, for a distance of 527.89 feet, to a to a ½ inch iron rod set; Thence, South 00°09'04" West, continuing along said east line, for a distance of 711.34 feet, to a to a ½ inch iron rod set; Thence, North 89°50'56" West, departing said east line, for a distance of 178.84 feet, to a to a ½ inch iron rod set on a non-tangent curve to the right, for an arc distance of 60.00 feet, a central angle of 134° 50'48" and a tangent of 144.31 feet; Thence, along said curve to the right for an arc distance of 141.21 feet (Chord Bearing South 77°10'07" West – 110.81 feet), to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 313.80 feet, to a to a ½ inch iron rod set; Thence, South 00°16'38" West, for a distance of 289.81 feet, to a to a ½ inch iron rod set in the south line of said 71.19 acre tract also being in the north line of F.M. 1378 (90' R.O. W.); Thence, North 89°43'22" West, along said north and south lines, for a distance of 70.00 feet, to a to a ½ inch iron rod set; Thence, North 00°16'38" East, departing said north and south lines, for a distance of 289.81 feet, to a to a ½ inch iron rod set; Thence, North 89°43'22" West, for a distance of 335.35 feet, to a to a ½ inch iron rod set; on a non-tangent curve to the right, having a radius of 60.00 feet, a central angle of 164° 03'21"; Thence, along said curve to the right for an arc distance of 171.80 feet (Chord Bearing North 62°00'34" West – 118.84 feet), to a to a ½ inch iron rod set; Thence, North 89°43'21" West, for a distance of 179.82 feet, a to a ½ inch iron



rod set in the west line of said 71.19 acre tract being in the east line of 2.00 acre tract, as described in Volume 948, Page 428, in the Deed Records of Collin County, Texas; Thence, North 00°03'59" East, along the west line of said 71.19 acre tract and the east line of said 2.0 acre tract, at 62.28 feet passing a 5/8 inch rod found at the northeast corner of said 2.00 acre also being the southeast corner of said Cimarron Phase I, for a total distance of 1021.44 feet, a to a ½ inch iron rod set; Thence, North 00°30'35" East, along said west line and with the east line of said Cimarron Phase I, for a distance of 1247.36 feet, to the POINT OF BEGINNING and containing 62.976 acres of land. **[Commonly known as Edgewood Estates. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013]**  
**[Hilbourn]**

The Public Hearing was opened at 8:28 p.m.

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

The Public Hearing was closed at 8:28 p.m.

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to deny the annexation of Edgewood Estates. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 4-2, Councilmember Jim Olk and Mayor Rebecca Mark voting NAY.

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

1203.50 feet to the POINT OF BEGINNING and containing 6,477,178 square feet, 148.6956 acres of land, more or less. **[Commonly known as Lakeview Downs located at the intersection of E. Lucas Road and Snider Lane. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013] [Hilbourn]**

The Public Hearing was opened at 8:30 p.m.

David Banowsky, 12801 N. Central Expressway, Suite 1700, Dallas, Texas, representing the property owners, came forward to speak AGAINST this item. It is understood that this annexation is being done under the exempt status. The landowner is interested in working out an agreement that would best fit the development and the City.

The Public Hearing was closed at 8:32 p.m.

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.

Mayor Rebecca Mark stated that Council would be convening into Executive Session at 8:33 p.m.

The City Council reconvened into Regular Session at 8:53 p.m.

No action was taken as a result of Executive Session.

- 9) Public Hearing/Discuss and Consider the unilateral annexation of a 9.474 ACRE TRACT OF LAND OUT OF THE MONTGOMERY BIRCH SURVEY, ABSTRACT 115, COLLIN COUNTY, TEXAS, BEING THE REMAINDER OF A 39.73 ACRE TRACT OF LAND AS DEEDED TO OWEN GEORGE AND RECORDED IN VOLUME 550, PAGE 165 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT), AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: The POINT OF BEGINNING is a Corps of Engineers (COE) monument at the southernmost corner of the remainder tract herein described, said point being the westernmost corner of Right of Way as deeded to the State of Texas (TxDOT) and recorded Volume 945, Page 149, DRCCT, and being the northeast corner of tract 4405-1 as deeded to the United States of America (USA) for the Lake Lavon Reservoir and recorded in Volume 738, Page 124, DRCCT; THENCE North 37°42' West, departing said Right of Way line and crossing said Owen George tract with the northeast line of said USA tract, a distance of 909.70 feet to COE monument No. 4405-2, said point being on the north line of said Owen George tract; THENCE South 87°31' East, with the north line of said Owen George tract, a distance of 1237.14 feet to a stake marking the

northeast corner of the Owen George remainder tract, and being the northwest corner of said TxDOT Right of Way tract; THENCE South 51°12' West with the northwest line of the Right of Way for FM 3286, a distance of 168.07 feet to a stake at the beginning of a tangent curve to the left; THENCE with said curving Right of Way having a radius of 2924.79, through a central angle of 10°23', an arc distance of 530.04 feet, and having a chord which bears South 46°00'30" West, a distance of 529.32 feet to a stake at the point of tangent; THENCE South 40°49' West, with said Right of Way line, a distance of 256.88 feet to the POINT OF BEGINNING, and containing 9.474 acres of land. **[Owned by Owen George and is located off E. Lucas Road. This is the 2<sup>nd</sup> Public Hearing, the 1<sup>st</sup> Public Hearing was held on November 7, 2013] [Hilbourn]**

The Public Hearing was opened at 8:55 p.m.

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

The Public Hearing was closed at 8:55 p.m.

## Regular Agenda

- 10) Discuss and Consider approval of the minutes from the November 7, 2013 City Council Regular and November 13, 2013 City Council Special meetings. **[Wingo]**

**MOTION:** Mayor Pro Tem Kathleen Peele made a Motion to approve the minutes from the November 7, 2013 City Council Regular and November 13, 2013 City Council Special meetings. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 11) Update on grant application submitted to Wal-Mart by the Friends of the Lucas Fire Department in the amount of \$2,000 to be used for ambulance supplies.

The Friends of the Lucas Fire Department was awarded a \$1,500 grant by the Wal-Mart Foundation.

Mayor Rebecca Mark stated that Wal-Mart has shown many times to be a good citizen to the community.

- 12) Discuss and Consider the approval of an agreement between the City of Lucas and Verizon to allow antennas to be located on the McGarity water tower and authorize the Interim City Manager to execute said agreement. **[Foerster]**

**MOTION:** Councilmember Jim Olk made a Motion to approve agreement between the City of Lucas and Verizon to allow antennas to be located on the McGarity water tower and authorize the Interim City Manager to execute said agreement. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 13) Discuss and Consider the approval of a First Responder Service Agreement between the East Texas Medical Center Emergency Medical Service and Lucas Fire Rescue Department and authorize Fire Chief Jim Kitchens to execute the agreement. **[Kitchens]**

**MOTION:** Councilmember Philip Lawrence made a Motion to approve the First Responder Service Agreement between the East Texas Medical Center Emergency Medical Service and Lucas Fire Rescue Department and authorize Fire Chief Jim Kitchens to execute the agreement. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 14) Discuss and Consider the appointment of a Council Liaison for the Parks & Open Space Board.

Mayor Rebecca Mark said in the interest of time and the lateness of the hour Items 14 – 18 would be lump together and approved with one Motion.

**MOTION:** Councilmember Debbie Fisher made a Motion that all current Council Liaison appointments would remain the same. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-0.

- 15) Discuss and Consider the appointment of a Council Liaison for the Board of Adjustments.

Mayor Rebecca Mark said in the interest of time and the lateness of the hour Items 14 – 18 would be lump together and approved with one Motion. See Motion for Item 14.

- 16) Discuss and Consider the appointment of a Council Liaison for the Planning & Zoning Commission.

Mayor Rebecca Mark said in the interest of time and the lateness of the hour Items 14 – 18 would be lump together and approved with one Motion. See Motion for Item 14.

- 17) Discuss and Consider the appointment of a Council Liaison for the North Texas Municipal Water District.

Mayor Rebecca Mark said in the interest of time and the lateness of the hour Items 14 – 18 would be lump together and approved with one Motion. See Motion for Item 14.

- 18) Discuss and Consider the appointment of a Council Liaison for the North Texas Council of Governments.

Mayor Rebecca Mark said in the interest of time and the lateness of the hour Items 14 – 18 would be lump together and approved with one Motion. See Motion for Item 14.

- 19) Discuss and Consider the use of city facilities for non-city business meetings and events.

This item was removed from the agenda and will be brought back to Council at a later date for consideration.

- 20) Adjournment.

**MOTION:** Councilmember Jim Olk made a Motion to adjourn the meeting at 9:07 p.m. Councilmember Lawrence seconded the Motion. Motion carried. Vote: 6-0.

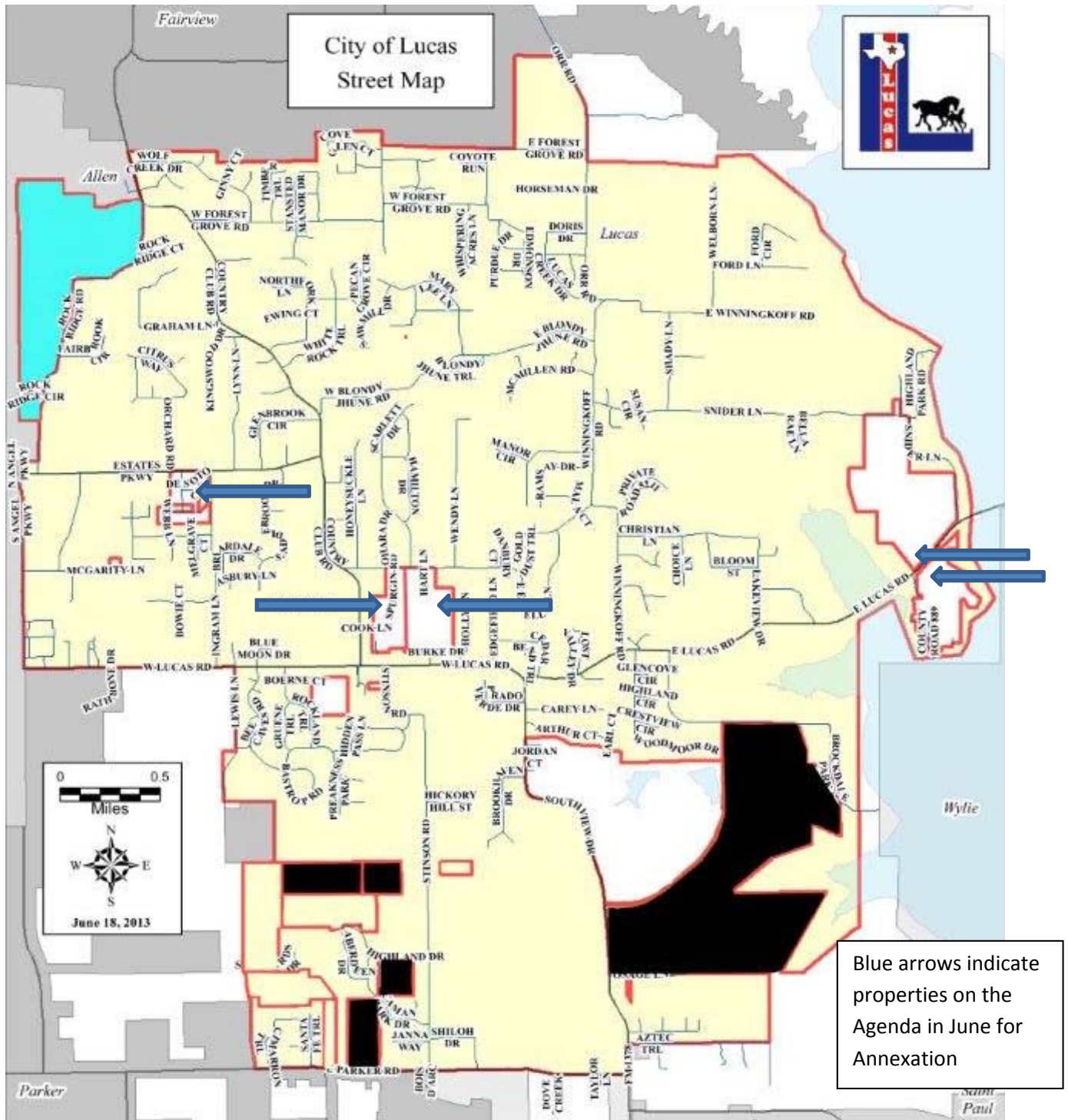
These minutes were approved by a majority vote of the City Council on December 5, 2013.



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

ATTEST:

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



Blue arrows indicate properties on the Agenda in June for Annexation

Yellow: Is annexed into the city

Black: has an approved development agreement providing for annexation

White: Is available for annexation

Blue: Is Property with a boundary agreement staff would like to alter

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	<b># of lots out of city</b>	<b>Total assessed Value</b>
Claremont	23	\$10,831,320.00
Cimarron	27	\$14,236,858.00
Edgewood	48	\$27,972,761.00
	98	\$53,040,939.00

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	<b># of lots out of city</b>	<b>Total assessed Value</b>
Claremont	23	\$11,743,589.00
Cimarron	27	\$13,563,658.00
Edgewood	48	\$28,726,764.00
	98	\$54,034,011.00

## 012

	8/12/12		
	thru	In City	ETJ
Total taxes based on assessed value	8/12/13	Rate	surcharge
\$40,617.45	\$44,254.00	\$29,502.67	\$14,751.33
\$53,388.22	\$79,541.00	\$53,027.33	\$26,513.67
\$104,897.85	\$131,520.00	\$87,680.00	\$43,840.00
\$198,903.52	\$255,315.00	\$170,210.00	\$85,105.00

## 013

	5/20/13		
	thru	In City	ETJ
Total taxes based on assessed value	5/20/14	Rate	surcharge
\$44,038.46	\$43,008.00	\$28,672.00	\$14,336.00
\$50,863.72	\$65,153.00	\$43,435.33	\$21,717.67
\$107,725.37	\$110,237.00	\$74,116.67	\$36,120.33
\$202,627.54	\$218,398.00	\$146,224.00	\$72,174.00









Claremont  
lucas fire dept

EMS Incident List by Street Address

Alarm Date Between {01/01/2011} And {05/20/2014}  
and Street Name In "Amblewood  
", "Chatfield", "Desoto  
", "Marchmont", "Melgrave  
", "Webb"

Incident	Date	Time	Stn	Scene Address	Reason for Call	#Pt
12-0000372	11/17/2012	15:45:39	01	810 Amblewood DR	juvenile seizures	1
11-0000375	12/11/2011	22:47:09	01	811 Amblewood DR	FALL	1
12-0000320	10/02/2012	05:52:44	01	811 Amblewood DR	Unresponsive person	1
11-0000381	12/21/2011	03:51:34	01	1807 Chatfield LN	high heart rate, low bp	1
11-0000373	12/11/2011	01:33:16	01	1808 Chatfield LN	Fall	1
12-0000059	02/24/2012	11:05:38	01	1811 Chatfield LN	Siezure	1
13-0000075	03/14/2013	20:18:13	01	2075 Chatfield LN	61 year old, Female, Unconscious, Not breathing	1
12-0000438	12/29/2012	08:06:27	01	Desoto CT	medical alarm	0
12-0000268	08/08/2012	19:21:50	01	1809 Desoto CT	Fall Victim	1
12-0000142	05/05/2012	10:48:59	01	1823 Marchmont DR	Husband is ill	1
14-0000053	02/01/2014	23:56:20	01	602 Webb LN	Fall with fall related injuries	1
11-0000202	07/08/2011	18:37:54	01	611 Webb LN	Heat related	1
<b>Total Incident Count:</b>		<b>12</b>			<b>Total Patient Count:</b>	<b>11</b>

*Edge wood Estates*  
lucas fire

**Incident List by Street Address**

**Alarm Date Between {01/20/2011} And {05/20/2014}**

**and Street Name In "A Street is Missing**

**", "Burke**

**", "Connell**

**", "Darton**

**", "Edgewood**

**", "Hart**

**", "Hayden**

**", "Hunt**

**", "Lee**

**", "Pool**

**", "Walker**

"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-0000091-000	03/03/2014	17:27:15	A Street is Missing /310	571 Cover assignment, standby, m
14-0000038-000	01/24/2014	12:26:23	941 A Street is Missing	611 Dispatched & cancelled en ro
13-0000360-000	12/02/2013	19:19:41	506 Burke DR	320 Emergency medical service, o
13-0000394-000	12/25/2013	19:35:00	512 Burke DR	321 EMS call, excluding vehicle
13-0000176-000	06/27/2013	21:38:32	610 Connell LN	700 False alarm or false call, O
11-0000160-000	06/04/2011	09:25:39	324 Darton DR	142 Brush or brush-and-grass mix
12-0000437-000	12/28/2012	08:57:06	612 Hayden LN	320 Emergency medical service, o
13-0000053-000	02/23/2013	00:00:46	415 Hunt DR	320 Emergency medical service, o
12-0000169-000	05/24/2012	21:06:52	223 Lee DR	736 CO detector activation due t
14-0000035-000	01/20/2014	17:06:55	299 Lee DR	700 False alarm or false call, O
12-0000175-000	05/29/2012	21:38:05	611 Pool LN	611 Dispatched & cancelled en ro
12-0000363-000	11/02/2012	18:59:24	618 Pool LN	151 Outside rubbish, trash or wa
11-0000272-000	09/08/2011	21:21:34	602 Walker LN	300 Rescue, EMS incident, other
11-0000030-000	01/28/2011	17:51:38	609 Walker LN	142 Brush or brush-and-grass mix
14-0000078-000	02/20/2014	15:17:21	609 Walker LN	143 Grass fire
11-0000067-000	02/21/2011	11:10:50	Lee DR & Hayden LN	300 Rescue, EMS incident, other
13-0000150-000	06/03/2013	20:44:53	6203 A Street is Missing	611 Dispatched & cancelled en ro
11-0000287-000	09/18/2011	22:04:33	7247 A Street is Missing	611 Dispatched & cancelled en ro

**Total Incident Count      18**

Edgewood.  
lucas fire

EMS Incident List by Street Address

Alarm Date Between {01/01/2011} And {05/20/2014}

and Street Name In "A Street is Missing

", "Burke	", "Connell
", "Darton	", "Edgewood
", "Hart	", "Hayden
", "Hunt	", "Lee
", "Pool	", "Walker

"

Incident	Date	Time	Stn	Scene Address	Reason for Call	#Pt
13-0000099	04/16/2013	17:41:55	01	2110 A Street is Missing /Claremont DR	Medical Call	1
13-0000360	12/02/2013	19:19:41	01	506 Burke DR	Unconscious/Altered LOC	1
13-0000394	12/25/2013	19:35:00	01	512 Burke DR	Passed out	1
13-0000053	02/23/2013	00:00:46	01	415 Hunt DR	"Wife Passed Out"	1
11-0000272	09/08/2011	21:21:34	01	602 Walker LN	Fall Victim	1
11-0000067	02/21/2011	11:10:50	01	Lee DR & Hayden LN	Motor Cycle MVA	1
<b>Total Incident Count:</b>		<b>6</b>			<b>Total Patient Count:</b>	<b>6</b>



**City of Lucas**  
**Council Agenda Request**  
**Meeting Date: June 19, 2014**

Name & Title of Requestor: **Kathy Wingo, City Secretary**  
**Joni Clarke, City Manager**

**Agenda Item:**

Discuss and consider the use of city facilities for non-city business meetings and events.

**Background Information:**

At the May 1, 2014, regular City Council meeting, a discussion occurred on the use of city facilities by the general public. Staff was directed to further evaluate the availability of meeting and event space for use by the public to help guide the decision by the elected officials on the use of the Council Chambers and the use of the training room at the Lucas Fire Station when it is completed. Administrative Assistant Jennifer Faircloth contacted a variety of organizations and created the attached spreadsheet depicting the availability of meeting space in the Lucas community.

The City of Lucas currently rents the use of its pavilions and ball fields (see attached Lucas Park Reservation and Facility Use Agreement). They has been some casual conversation regarding the training room associated with the Fire Station Addition Project being made available for public use. While conceptually this may sound like a good idea, it would be difficult to impose an additional administrative function on the Fire Department at this juncture.

To allow the public use of the City Council Chambers during regular business hours from 8:00 am to 5:00 pm, Monday through Friday excluding City recognized holidays and weekends. This would be a cost-effective proposal as those requesting use of the chambers would have to reserve it for use when it would not conflict with any city-related meeting or event and be responsible for set-up and

restoring the room after use. City staff time would be kept at a minimum. This would be limited to use by City of Lucas citizens and a driver's license or utility invoice would be required to illustrate proof of residency. The use of the Council Chambers would be limited to activities that would not disrupt the daily operations of the City and left at the discretion of the City Manager. No political activity would be allowed in the chambers. Reservations would be kept using an outlook calendar and made on a first come first served basis, up to a year in advance. No fee will be charged and the number of times a citizen can use the Council Chamber would not be limited at this time and may be subject to change should demand for the room warrant such a change.

There are other facilities available in the Lucas community and this proposed use of the Council Chambers can be provided without experiencing additional strain on City of Lucas resources.

**Attachments/Supporting Documentation:**

1. List of Community Facilities
2. Lucas Park Reservation/Facility Use Agreement

**Budget/Financial Impact:**

There will be no additional expense associated with the recommendation.

**Recommendation:**

To allow the public use of the City Council Chambers during regular business hours from 8:00 am to 5:00 pm, Monday through Friday excluding city recognized holidays and weekends. Staff would recommend reevaluation of the use of the training room at the Fire Station at a future date.

**Motion:**

I make a Motion to **approve/deny** the public use of the City Council Chambers during regular business hours from 8:00 am to 5:00 pm, Monday through Friday excluding city recognized holidays and weekends.





Willow Springs Middle School	Deanna	469-742-8500	Yes	Non-Profit Groups (Girls Scouts, Boy Scouts, HOA Groups)	Cafeteria holds up to 300 Classroom has 60 chairs	depends on the organization using the room	Contact each campus directly, complete paperwork, and wait for approval from Mr. Puckett at LISD	Yes - with the exception being the Gym	Depends on availability	Typical time frame - after school until about 9:00 pm not available on Sundays or during Summer Months
Hart Elementary	Laura Thomas	469-742-8200	Yes	Non-Profit Groups (Girls Scouts, Boy Scouts, HOA Groups)	Cafeteria holds up to 300 Classroom has 60 chairs	depends on the organization using the room	Contact each campus directly, complete paperwork, and wait for approval from Mr. Puckett at LISD	Yes - with the exception being the Gym	Depends on availability	Typical time frame - after school until about 9:00 pm not available on Sundays or during Summer Months
Lovejoy High School	Linda Fleming	469-742-8700	Yes	Non-Profit Groups (Girls Scouts, Boy Scouts, HOA Groups)	Cafeteria holds up to 300 Classroom has 60 chairs	depends on the organization using the room	Contact each campus directly, complete paperwork, and wait for approval from Mr. Puckett at LISD	Yes - with the exception being the Gym	Depends on availability	Typical time frame - after school until about 9:00 pm not available on Sundays or during Summer Months

# **LUCAS PARK RESERVATION**

972-727-8999

FAX 972-727-0091

## **FACILITY USE AGREEMENT**

Date Requested: \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Person requesting reservations:

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

Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Name of Team: \_\_\_\_\_ Grade/Age: \_\_\_\_\_

- Resident  Non-resident  
 Copy of driver's license required

Field Requested:

- Pavilion beside City Hall  
 Pavilion at the Kenneth R. Lewis Comm. Park  
 Field A U8 30yd x 20yd  
 Field B 200ft to R & L Field (Softball/Baseball)  
 Field C U8 30yd x 20yd  
 Field D U10 60yd x 40yd  
 Volleyball Court

### **FEE SCHEDULE**

<u>Facility</u>	<u>Deposit</u>	<u>Time Block</u>	<u>Fee</u>
<b>Community Pavilions</b>			
Resident	\$100	No Time Block	\$0
Non-resident	\$100	Up to 3 hours	\$175
<b>The pavilions may be reserved one time in each 30 day period.</b>			
<b>Ball Fields</b>			
Resident	0	Hourly Use	\$0
Non-resident	\$75	Hourly Use	\$25 per hour
For Profit	\$150	Hourly Use	\$50 per hour

**Please have a copy of the reservation confirmation when using the facility. If the field is not reserved, it is available on a first come, first serve basis. If you have questions concerning field/pavilion scheduling or**

**maintenance, please contact Lucas City Hall during business hours. All facilities must be left in a clean and orderly manner. Anyone using the facility will be responsible for removing any trash or debris following usage. If determined that the area was left unclean, the deposit will be forfeited by the renting party.**

**Deposit amount \$ \_\_\_\_\_**

**Fee amount \$ \_\_\_\_\_**

**Date Reservation Received: \_\_\_\_\_ Approved by: \_\_\_\_\_**

**Keys Issued \_\_\_\_\_ Keys Returned \_\_\_\_\_**



**City of Lucas  
Council Agenda Request  
Meeting Date: June 19, 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

**Motion:**

I make a Motion to adjourn the City Council meeting at \_\_\_\_\_ p.m.