



## **AGENDA**

### **City of Lucas City Council Meeting September 19, 2019**

**7:00 PM**

**City Hall – Council Chambers  
665 Country Club Road – Lucas, Texas**

*Notice is hereby given that a special meeting of the Lucas City Council will be held on Thursday, September 19, 2019 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 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 on any item on the agenda at any time during the meeting.*

#### **Call to Order**

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

#### **Citizen Input**

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*The Citizen Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.*

1. Citizen Input (Mayor Jim Olk)

#### **Community Interest**

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*Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.*

2. Items of Community Interest. (Mayor Jim Olk)

#### **Consent Agenda**

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*All items listed under the consent agenda are considered routine and are recommended to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.*

3. Consent Agenda:
  - A. Consider approval of the minutes of the September 5, 2019 City Council meeting. (City Secretary Stacy Henderson)

- B. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for animal sheltering services for a one-year period beginning October 1, 2019 through September 30, 2020. **(City Secretary Stacy Henderson)**
- C. Consider adopting Ordinance 2019-09-00900 of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3 titled “Building Regulations” by amending Article 3.04 titled “Building Code” by adopting the 2015 Edition of the International Building Code with amendments; by amending Article 3.05 Titled “Mechanical Code” by adopting the 2015 Edition of the International Mechanical Code with amendments; by amending Article 3.06 titled “Plumbing” by amending Division 2 titled “Plumbing Code” by adopting the 2015 Edition of the International Plumbing Code with amendments; by amending Article 3.07 titled “Electricity” by amending Division 3 titled “Electrical Code” by adopting the 2014 National Electrical Code with amendments; by amending Article 3.08 titled “Residential Code” by adopting the 2015 Edition of the International Residential Code with amendments and Appendices A, B, C, D, E, F, G, H, J, M, N, O, P, Q and U, save and except Sections R324.1 through R324.2 of the 2003 International Residential Code which remain unchanged to require Residential Fire Sprinklers; by amending Article 3.09 titled “Energy Conservation Code” by adopting the 2015 Edition of the International Energy Conservation Code with amendments; by amending Article 3.10 titled “Fuel Gas Code” by adopting the 2015 Edition of the International Fuel Gas Code with amendments; by adding a new Article 3.20 titled “Existing Building Code” to adopt the 2015 Edition of the International Building Code with amendments; by adding a new Article 3.21 titled “Swimming Pool and Spa Code” to adopt the 2015 Edition of the International Swimming Pool and Spa Code with amendments; by amending Chapter 5 titled “Fire Prevention and Protection” by amending Article 5.03 titled “Fire Code” by adopting the 2015 Edition of the International Fire Code with amendments and Appendices A-I and the latest edition of the National Fire Protection Association Standard 1, save and except Section 903.2 of the 2003 International Fire Code which remains unchanged to require the installation of automatic sprinkler systems throughout all levels of new Group A, B, E, F, H, I, M, R, S and Commercial U Occupancies. **(Development Services Director Joe Hilbourn)**

## **Regular Agenda**

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4. Consider amending the existing agreement with Barnes Waste Disposal for solid waste collection and disposal services and increase the rate for basic, expanded and expanded plus service by \$0.78. **(City Manager Joni Clarke)**
5. Provide an overview of Lucas Fire-Rescue’s emergency medical services (EMS) billing policy and practices. **(Fire Chief Ted Stephens, EMS Captain Aaron Alderdice)**
6. Consider approving the updated Capital Improvement Plan from October 1, 2019 through September 30, 2025. **(City Engineer Stanton Foerster)**
7. Consider appointments to the Technology Committee to fill vacant positions. **(Councilmember Debbie Fisher)**
8. Consider approving Resolution R 2019-09-00489 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors. **(Mayor Jim Olk)**

9. Consider a request from the City of Lucas Farmers Market Committee to exempt participants from permitting fees for the October 12 and November 2 Farmers Market as required per the City's Code of Ordinances, Article 4.000 Health Department, Section 4.100 Commercial Business. (Development Services Director Joe Hilbourn)

## **Executive Session Agenda**

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*Pursuant to Section 551.071 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. This meeting is closed to the public as provided in the Texas Government Code.*

10. Executive Session: An Executive Session is not scheduled for this meeting.
11. Adjournment.

## **Certification**

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*I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at [www.lucastexas.us](http://www.lucastexas.us) on or before 5:00 p.m. on September 11, 2019.*

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*Stacy Henderson, City Secretary*

*In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Stacy Henderson at 972.912.1211 or by email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) at least 48 hours prior to the meeting.*



# City of Lucas

## City Council Agenda Request

### September 19, 2019

Item No. 01

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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Citizen Input

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA





# City of Lucas

## City Council Agenda Request

### September 19, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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2. Items of Community Interest.

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## Council Agenda Request

### September 19, 2019

Item No. 03

Requester: City Secretary Stacy Henderson, Development Services Director Joe Hilbourn

#### **Agenda Item Request**

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3. Consent Agenda:
  - A. Consider approval of the minutes of the September 5, 2019 City Council meeting.
  - B. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for animal sheltering services for a one-year period beginning October 1, 2019 through September 30, 2020.
  - C. Consider adopting Ordinance 2019-09-00900 of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 3 titled "Building Regulations" by amending Article 3.04 titled "Building Code" by adopting the 2015 Edition of the International Building Code with amendments; by amending Article 3.05 Titled "Mechanical Code" by adopting the 2015 Edition of the International Mechanical Code with amendments; by amending Article 3.06 titled "Plumbing" by amending Division 2 titled "Plumbing Code" by adopting the 2015 Edition of the International Plumbing Code with amendments; by amending Article 3.07 titled "Electricity" by amending Division 3 titled "Electrical Code" by adopting the 2014 National Electrical Code with amendments; by amending Article 3.08 titled "Residential Code" by adopting the 2015 Edition of the International Residential Code with amendments and Appendices A, B, C, D, E, F, G, H, J, M, N, O, P, Q and U, save and except Sections R324.1 through R324.2 of the 2003 International Residential Code which remain unchanged to require Residential Fire Sprinklers; by amending Article 3.09 titled "Energy Conservation Code" by adopting the 2015 Edition of the International Energy Conservation Code with amendments; by amending Article 3.10 titled "Fuel Gas Code" by adopting the 2015 Edition of the International Fuel Gas Code with amendments; by adding a new Article 3.20 titled "Existing Building Code" to adopt the 2015 Edition of the International Building Code with amendments; by adding a new Article 3.21 titled "Swimming Pool and Spa Code" to adopt the 2015 Edition of the International Swimming Pool and Spa Code with amendments; by amending Chapter 5 titled "Fire Prevention and Protection" by amending Article 5.03 titled "Fire Code" by adopting the 2015 Edition of the International Fire Code with amendments and Appendices A-I and the latest edition of the National Fire Protection Association Standard 1, save and except Section 903.2 of the 2003 International Fire Code which remains unchanged to require the installation of automatic sprinkler systems throughout all levels of new Group A, B, E, F, H, I, M, R, S and Commercial U Occupancies.



# City of Lucas Council Agenda Request September 19, 2019

Item No. 03

## **Background Information**

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### Agenda Item 3B:

The annual cost of the contract for animal sheltering services is \$14,970. This is the same cost as last year, there has been no increase. This is budgeted in line item 11-6999-336 in the amount of \$15,400.00.

### Agenda Item 3C:

The main purpose of Building Codes is to protect public health, safety and general welfare as they relate to the construction and occupancy of buildings and structures. The Building Codes are a set of universally accepted standards adopted as guidelines for construction of buildings and related operations. Due to innovations in construction techniques and materials, these codes are periodically updated, and minor revisions may be made in the adopting ordinance under the term "local amendments" to adapt the code to local conditions.

## **Attachments/Supporting Documentation**

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1. Minutes of the September 5, 2019 meeting.
2. Animal Sheltering contract
3. Ordinance 2019-09-00900

## **Budget/Financial Impact**

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NA

## **Recommendation**

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City Staff recommends approval of the Consent Agenda.

## **Motion**

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I make a motion to approve the Consent Agenda as presented.



**City of Lucas  
City Council Meeting  
September 5, 2019  
7:00 P.M.**

**City Hall - 665 Country Club Road – Lucas Texas**

**MINUTES**

**Call to Order**

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

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Wayne Millsap  
Councilmember Tim Baney  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
Councilmember Philip Lawrence

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
City Engineer Stanton Foerster  
Fire Chief Ted Stephens  
Assistant to the City Manager Kent Souriyasak

Mayor Olk determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

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**1. Citizen Input.**

There was no citizen input at this meeting.

**Community Interest**

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**2. Items of Community Interest.**

Mayor Olk noted that the Lucas Farmers Market would take place on October 12 and November 2 at the Community Park, a Public Lands Trail Cleanup event was scheduled for September 21. Registration for the Scarecrow Contest begins October 1 and the City was sponsoring an equestrian and pet parade on October 19 from 10 am to Noon.

Councilmember Fisher noted that she attended the N'TMWD Wilson Creek Oversight Committee meeting explaining that expansion was occurring at the facility that should be completed in January of 2020, which would mean less sediment and fewer trucks traveling to and from the facility. Councilmember Fisher also noted that she along with City staff met with N'TMWD Government Relations Advisor David Kelly to discuss a variety of issues including the legal proceeding with some of the member cities and any potential impact on cost to customer cities.

Councilmember Baney thanked all the volunteers working with the Farmers Market that have made it a successful event.

## **Consent Agenda**

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3. Consent Agenda:

- A. Consider approval of the minutes of the August 15, 2019 City Council meeting minutes.
- B. Consider approval of the minutes of the August 22, 2019 City Council meeting
- C. Consider adopting Ordinance 2019-09-00896 amending the City of Lucas Code of Ordinances by amending Chapter 13, “Utilities” by amending Article 13.03 “Drought Contingency Plan” by amending Sections 13.03.001 through 13.03.002; by adopting the January 2019 North Texas Municipal Water District Water Resource and Emergency Management Plan and repealing Ordinance 2014-04-00776, the 2014 Water Conservation Plan and the May 2014 Water Resource Management Plan.
- D. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for animal control services for a one-year period beginning October 1, 2019 through September 30, 2020 in the amount of \$19,030.00.
- E. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2019 through September 30, 2020.

Mayor Olk noted that Agenda Item 3C was being removed from the Consent Agenda.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Baney to approve the Consent Agenda with the exception of Agenda Item 3C. The motion passed unanimously by a 7 to 0 vote.

## **Regular Agenda**

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4. **Consider authorizing the City Manager to negotiate and enter into a contract for the construction of the North Pump Station (Bid #019-19) with Lamarc, Inc. in the amount not to exceed \$1,457,299 plus a 10 percent contingency of \$145,730 for a total of \$1,603,029 using funds 21-8210-490-125 Water Tower.**

City Engineer Stanton Foerster gave a presentation discussing the bidding process and recommended entering into a contract with Lamarc, Inc.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele, to approve authorizing the City Manager to enter into a contract for the construction of the North Pump Station with Lamarc, Inc. in the amount not to exceed \$1,457,299 plus a 10 percent contingency of \$145,730 for a total of \$1,603,029 using fund 21-8210-490-125 Water Tower. The motion passed unanimously by a 7 to 0 vote.

5. **Consider approval of the Communications Facilities License Agreement with Big Wave Wireless, LLC to allow wireless telecommunication equipment to be located on the Winningkoff water tower for an initial period of five years maintaining all existing contractual requirements; and authorizing the City Manager to execute the agreement.**

Assistant to the City Manager, Kent Souriyasak gave a presentation explaining the technology used with this vendor to provide internet service to Lucas residents, locating its equipment on the Winningkoff tower, and the lease agreement of \$500 monthly for five years.

**MOTION:** A motion was made by Councilmember Lawrence, seconded by Councilmember Millsap to approve authorizing the City Manager to enter into a Communications Facilities License Agreement with Big Wave Wireless, LLC for wireless telecommunication equipment to be located on the Winningkoff water tower for an initial period of five years and maintaining all existing contractual requirements. The motion passed unanimously by a 7 to 0 vote.

6. **Consider authorizing the City Manager to enter into a professional service agreement in the amount not to exceed \$34,000 using Fiscal Year 2019-2020 Unrestricted General Fund Reserves with Lee Engineering for two traffic studies: 1) Estelle Lane/Gold Dust Trail/Forestview Drive area in the amount of \$26,500 and 2) Winningkoff Road/Blondy Jhune Road area in the amount of \$7,500.**

The City Council discussed the advantages and disadvantages of conducting the study and creating a baseline for information. The Council also discussed the current construction in the area that caused cut through or increased traffic in this neighborhood as well as other neighborhoods throughout the City causing traffic study numbers to be increased.

Councilmember Fisher suggested conducting a traffic study in the Huntwick neighborhood similar to the one completed on Blondy Jhune that was not as extensive or expensive.

Mayor Pro Tem Peele did not support conducting a study at this time due to the road construction in the area that caused the numbers to increase thereby not creating an accurate baseline.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Baney to approve authorizing the City Manager to enter into a professional services agreement in the amount not to exceed \$34,000 using Fiscal Year 2019-2020 Unrestricted General Fund Reserves with Lee Engineering for two traffic studies: 1) Estelle Lane/Gold Dust Trail/Forestview Drive area in the amount of \$26,500 and 2) Winningkoff Road/Blondy Jhune Road area in the amount of \$7,500. The motion passed by a 4 to 3 vote with Councilmembers Fisher, Duke and Mayor Pro Tem Peele voting in opposition.

7. **Consider approving Resolution R 2019-09-00489 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors.**

Mayor Olk stated that a letter and Resolution was received from the City of Allen asking to support candidate Gary Rodenbaugh

Councilmember Fisher stated that she would like to nominate former Commissioner Mark Reid.

Councilmember Millsap stated that he would like to support Wayne Mayo.

Mayor Olk noted that the Council can support and cast votes for up to five candidates. Mayor Olk continued this item to the September 19, 2019 City Council meeting to allow additional time for Councilmember Fisher to reach out to former Commissioner Reid to verify if he would be interested in serving on the Appraisal District Board.

**8. Consider approving Resolution R-2019-08-00488 supporting 1) the reconstruction of the intersection of FM 1378 and FM 3286; 2) a TxDOT study and consideration of the roundabout at said intersection; and 3) providing for an effective date.**

Mayor Pro Tem Peele explained that she would like to put forth another option to TxDOT for intersection improvements and suggested a roundabout be considered at that location. Mayor Pro Tem Peele discussed statistics associated with roundabouts as it related to horse trailers, larger vehicles and trucks. Mayor Pro Tem Peele also discussed how roundabouts reduce speed, the occurrence of accidents, and increase traffic flow.

Janean McLaughlin, 3 Skyview Drive, noted that she was in favor of the roundabout to decrease congestion in the area and was not in support of the proposal by TxDOT for the intersection.

Mayor Olk noted that he received one email from Phil Tibbles that was in favor of the roundabout.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve Resolution R-2019-08-00488 supporting 1) the reconstruction of the intersection of FM 1378 and FM 3286; and 2) a TxDOT study and consideration of the roundabout at said intersection. The motion passed unanimously by a 7 to 0 vote.

**9. Discussion and update regarding the 2019 Emmitt Smith Gran Fondo bike race route within the City of Lucas and discuss bicyclist compliance with provisions of the Transportation Code.**

City Engineer Stanton Foerster notified the City Council that the organizers of the Emmitt Smith Gran Fondo bike race had alternated their route so that they would only be traveling through Lucas on TxDOT roadways. The race would travel east on Parker Road to FM 1378, then travel north to East Lucas Road and east out of Lucas across the lake area. The event organizers will have police on the route during the event and Lucas will have Collin County Deputies on duty as well to ensure the race goes smoothly and bicyclists are following the rules of the road.

Mr. Foerster stated that TxDOT will have signage up before the event notifying residents of the bike race and times of the event.

Mayor Pro Tem Peele asked that a notification be sent out on Nixle as well as the City Hall sign notifying residents of the event. Councilmember Fisher also asked that a letter be sent to the cycling groups notifying them to follow the rules of the road while they ride through Lucas.

There was no formal action taken on this item, it was for discussion purposes only.

## **Executive Session Agenda**

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- 10. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Secretary.**

The City Council convened into Executive Session at 8:07 pm.

- 11. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.**

The City Council convened from Executive Session at 8:37 pm, no action was taken as a result of the Executive Session.

- 12. Adjournment.**

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Baney to adjourn the meeting at 8:37 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

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Mayor Jim Olk

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Stacy Henderson, City Secretary





## Contract Amendment TWELVE (12)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: City of Lucas  
665 Country Club Rd  
Lucas, TX 75002

Effective Date 10/1/2019  
Contract No. 10096-09  
Contract Interlocal Agreement for the Facility  
Construction and Use of an Animal Shelter  
in Collin County

Awarded by Court Order No.:		2008-010-01-08
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2008-882-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-583-08-10</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2010-830-10-11</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2011-678-09-19</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2013-012-01-07</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2013-937-11-11</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2014-949-12-08</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2016-014-01-04</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2017-029-01-23</u>
Contract Amendment No.:	<u>10</u>	Court Order No. <u>2017-820-10-09</u>
Contract Amendment No.:	<u>11</u>	Court Order No. <u>2018-997-11-19</u>
Contract Amendment No.:	<u>12</u>	Court Order No. _____

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT**

Agreement shall be in effect from October 1, 2019, continuing through and including September 30, 2020 at the below rate:

Total amount for fiscal year 2020: \$ 14,970.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF LUCAS

\_\_\_\_\_  
665 Country Club Rd.  
Lucas, TX 75002

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE:

***FIRST AMENDED INTERLOCAL AGREEMENT  
FOR THE FACILITY CONSTRUCTION AND USE OF  
AN ANIMAL SHELTER IN COLLIN COUNTY***

This Interlocal Agreement for the Use of an Animal Shelter in Collin County ("Agreement") is entered into between Collin County the City of Lucas (sometimes hereinafter collectively referred to as "Parties" or individually referred to as "Party") through their duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all Parties hereto ("Effective Date"). This Agreement supersedes and replaces all prior agreements between the parties regarding the construction and use of the animal shelter in Collin County.

**RECITALS**

WHEREAS, Collin County ("County") has identified the need to operate an animal shelter in the County for their mutual benefit; and

WHEREAS, the Parties desire to cooperate in operating and maintaining an animal shelter in accordance with Texas law and in a manner intended to realize greater efficiencies in the expenditure of limited public funds; and

WHEREAS, the Parties have agreed to cooperate in the financing of the maintenance and operation of an animal shelter; and

WHEREAS, the Parties have each adopted a resolution supporting the creation of an animal shelter in Collin County to assist in the sheltering and care of the Parties' homeless domestic animals; and

WHEREAS, the Parties believe at this time it is necessary, appropriate, and in their mutual best interests to express in this Agreement their respective duties, responsibilities, and covenants by and between each Party with respect to the animal shelter; and

WHEREAS, this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized

governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its charter; and

WHEREAS, each Party has agreed that any compensation to be paid to any other Party as set forth in this Agreement is an amount that fairly compensates the performing Party for the services or functions described herein, and such compensation shall be paid from current revenues available to the paying Party;

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

**TERMS:**

1. **Definitions.** For purposes of this Agreement and all other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, the following terms shall have the meaning prescribed to them within this section unless the context of their use dictates otherwise:
  - (a) ***Agreement***—this Agreement together with all attachments and schedules appended hereto.
  - (b) ***City***—the City of Lucas
  - (c) ***County***—Collin County, Texas.
  - (d) ***Quarterly Payment***—Payments made to the County by the City on a quarterly basis.
  - (e) ***Shelter***—the animal shelter facility, including all buildings and structures located on the Shelter Site, utilized for purposes of housing and/or treating animals on behalf of the Parties.
  - (f) ***Shelter Services***—the scope of services to be provided at the Shelter, as further described and shown on the attached “Exhibit A”.
2. **Parties.** The Parties to this Agreement (“Parties”) are Collin County and the City of Lucas.

3. **Incorporation of Recitals.** The recitals that appear above are found by the Parties to be true and correct in all respects and are incorporated into this Agreement by reference.
4. **Initial Term/Renewal Term.**
  - 4.01 **Initial Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years, unless terminated earlier as provided in this Agreement or by law.
  - 4.02 **Automatic Renewal Term(s).** Unless terminated in accordance with this Agreement or by law or modified because of additional construction, this Agreement will automatically renew for a term following the Initial Term, unless a Party expressly declines automatic renewal. The duration of the renewal term shall be for a period of (1) year, upon the same terms and conditions as this Agreement or as modified by subsequent agreements between the Parties, and shall continue from year to year until such time as the Parties explicitly determine not to renew this Agreement. A Party may decline to automatically renew this Agreement at any time during or after the Initial Term, provided that such Party notifies all other Parties in writing of its intent to decline automatic renewal one-hundred eighty days (180) prior to the automatic renewal date.
5. **Housing Limitations.** If the Shelter reaches capacity it will stop accepting animals. If the Shelter reaches capacity, the County will use reasonable efforts to place any of the Party's excess animals in alternate Shelter locations.
6. **Shelter Workers.** Unless otherwise agreed to by the Parties, the persons employed to work at the Shelter shall be County employees, subject to the exclusive direction and control of the County. The County shall be responsible for all wages, benefits and taxes associated with all of the Shelter workers. Actions of the Shelter workers will not create any liability to the Cities.
7. **Shelter Services.** The scope of services to be provided at the Shelter is more fully defined in "Exhibit A". If at any time a Party believes that the County, or any City operating the Shelter, has failed to adequately provide appropriate Shelter Services, that Party shall provide written notice of the alleged deficiency to all other Parties to this Agreement. Once notified, the County, or City operating the Shelter, shall have a reasonable amount of time, which shall

be no more than six (6) months, to address the complaining Party's claim. The failure of the County, or City operating the Shelter, to appropriately address a Party's complaint concerning inadequate Shelter Services, after notice and an opportunity to cure, shall be treated as a material breach of this Agreement pursuant to Section 10.

8. **Total Fees** The total cost of Animal Sheltering for FY08 (includes all fees associated with Sheltering) to be paid by to the County will be FOURTEEN THOUSAND FIVE HUNDRED AND SEVENTY DOLLARS AND NO CENTS (\$14,570.00). Payments are to made quarterly.
9. **Renewal Rates** The Animal Sheltering fee amount for each subsequent fiscal year will be sent to the City no later than 90 days before the end of the fiscal year in the form of a statement accompanied by a renewal contract that must be signed and returned no later than 60 days before the end of the fiscal year.
10. **Nonappropriation.** Notwithstanding any other provision(s) to the contrary in this Agreement, the Parties specifically recognizes that the continuation of this Agreement after the close of any given fiscal year shall be subject to approval by the governing body. The Parties expressly agree that this Agreement shall automatically terminate, without any penalty or liability to participating City, in the event the governing body of such City fails to approve or appropriate funds for any continuation period of this Agreement.
  - 10.01 **Notice of Non-appropriation.** If for any fiscal year Party fails to appropriate or commit funds to satisfy its Quarterly Payments and/or any other financial obligations under this Agreement, Party shall promptly give written notice to all other Parties of the non-appropriation of funds. Party shall make a reasonable effort to ensure that funds are appropriated to fully perform its obligations under this Agreement. Party shall provide all other Parties with at least sixty (60) days' notice of such Party's intent to not appropriate the funds necessary to satisfy its obligations under this Agreement.
  - 10.02 **Loss of Rights.** Any Party who fails to fully appropriate the funds necessary to cover such Party's obligations under this Agreement shall, upon the effective date of such non-appropriation, immediately lose all rights to house any animals in the Shelter or have any use thereof.

11. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.
- 11.01 **Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.
- 11.02 **By the County.** If a Party fails or refuses to make its Quarterly Payments as required by this Agreement, the County, upon consultation with the Operating Committee, may terminate this Agreement as to that Party by giving notice in accordance with section 13.15 of this Agreement. A Party that receives notice of termination through this subsection will have sixty (60) days to become current with its Quarterly Payment obligation and avoid termination of its rights through this Agreement. If a Party's rights are terminated because it has failed or refused to make its Quarterly Payments as required under this Agreement, such Party shall not be entitled to a refund of any payments made prior to termination.
- 11.03 **By a City.** The City may voluntarily terminate its rights and obligations under the Agreement, if at any time the City determines that adhering to the Agreement is no longer in its best interest. To invoke its right to terminate the Agreement, a City must give at least one hundred eighty (180) days' notice of its intent to terminate its rights and obligations under the Agreement to all other Parties. No prior payments shall be refunded to the City that voluntarily terminates its rights and obligations under this Agreement, and all payments made prior to termination shall be exclusively used in accordance with the terms of this Agreement.
- 11.04 **Non-appropriation of funds.** The County may cease all operation of the Shelter and thereby terminate this Agreement if Party fails to appropriate the funds necessary to perform its obligations under this Agreement and such non-appropriation losses cannot be mitigated adequately by efforts of the County, in consultation with the Operating Committee, and such non-appropriation results in a lack of committed funding for the continued operation of the Shelter. In such event, the County shall provide all Parties with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused because of a Party's non-appropriation of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the use of the Shelter.



12. **Additional Rights Upon Default.** This Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party to remedy such breach. Such rights upon breach shall be supplemental to those procedures set forth in Section 12 below. The Parties hereby expressly waive their immunity from suit and for liability and/or damages in connection with any actions brought by another Party to this Agreement solely to enforce a term of this Agreement.
13. **Dispute Resolution Process.**
- 13.01 **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures (“Dispute Resolution Process”).
- 13.02 **Notice.** The aggrieved Party shall notify the responding Party of the dispute by way of a meeting or a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall attend said meeting or respond to the writing within a reasonable time as may be determined by the circumstances alleged.
- 13.03 **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to effect an agreed resolution of the issue.
- 13.04 **Second Resolution Meeting.** If the Parties’ designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.
- 13.05 **Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties’ respective governing boards. If approval of the writing is

obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

- 13.06 **Unsuccessful Resolution.** If the Parties are unable to reach a resolution of the dispute within a reasonable time, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

14. **Miscellaneous.**

- 14.01 **Interpretation of Agreement.** Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either Party.
- 14.02 **Administration of Agreement.** The County shall administer this Agreement on behalf of the County. The City Council of City of Lucas shall administer this Agreement on behalf of the City. Each Party may designate a new administrator on written notice to the other.
- 14.03 **Governing law.** This Agreement shall be governed by the laws of Texas without regard to the principles of conflict of laws.
- 14.04 **Venue.** Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.
- 14.05 **Non-Assignability.** A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.
- 14.06 **Notices.** Any notice or request required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the respective Parties at the address set forth for each Party below, or any other address which the respective Parties hereafter may designate in writing to the other party for such purposes, and such notice or request shall be deemed to have been duly given if (1) delivered personally to such Party, or to an officer or duly authorized agent of such Party; or (2) served by enclosing the request or notice in a registered or certified mail, with return receipt requested, postpaid envelope properly addressed to the Party to be notified



and depositing the envelope in a post office or official depository under the care and custody of the United States Postal Service; or (3) delivered by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it is received by its intended recipient within ten (10) business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

**For Collin County, Texas:**

Keith Self, Collin County Judge  
210 S. McDonald Street, Suite 626  
McKinney, Texas 75069

**For the City of Lucas, Texas:**

Bill Carmickle, Mayor  
151 Country Club Road  
Lucas, Texas 75002-7663

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to all other Parties.

14.07 **Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

14.08 **Non-waiver.** Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

14.09 **Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this

Agreement from their respective governing boards in compliance with the laws of the State of Texas.

14.10 **Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

14.11 **Retention of Defenses.** The Parties agree that neither this Agreement nor the operation or use of the Shelter by the Parties shall affect, impair or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated upon Shelter Site defects.

14.12 **Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

14.13 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

14.14 **No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

**DATED** to be effective this the 6<sup>th</sup> day of December, 2007.

***COLLIN COUNTY, TEXAS***

210 S. McDonald Street, Suite 626  
McKinney, Texas 75609

BY: \_\_\_\_\_

Keith Self

TITLE: County Judge

DATE: 1/11/08

***CITY OF LUCAS, TEXAS***

151 Country Club Road  
Lucas, Texas 75002-7663

BY: \_\_\_\_\_

Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007



ATTEST: Georgia D. Shepherd

TITLE: Administrative Secretary

ATTEST: Kathy Wingo

TITLE: City Secretary

## **Animal Shelter – Scope of Services**

- **Public Operating days/hours – 9a-6p M-F, 10a-2p Saturday and closed to the public on Sunday (Personnel on site for 3-4 hours on Sunday for cleaning, feeding and care only).**
  - 4 Animal Control Officers – 160 hours per week total
  - 1 Shelter Supervisor – 40 hours per week
  - 1 Administrative Assistant/Dispatcher – 40 hours per week
- 24/7 access to McKinney and Frisco ACOs for live animal drop-off.
  - 24/7 access to small freezer for deceased, small animals.
  - 24/7 access to large freezer for deceased, large animals.
- House, feed and care for (or locate appropriate care and housing for) any type of animal surrendered to the shelter, ensuring that their basic needs are met.
- Hold received animals for 5 days.
  - Verify current rabies vaccination for all owner-reclaimed animals.
    - Arrange for vaccination of non-vaccinated animals prior to release from the shelter.
  - Microchip and enroll in national database all un-chipped, owner reclaimed animals prior to leaving the shelter.
  - Counsel and provide information on the importance of spay and neuter to all affected owners reclaiming animals.
  - Pre-evaluate for adoption potential – advise SPCA of findings (contract with SPCA to come to the shelter on a daily basis to collect non-reclaimed, adoptable animals after their 5-day holding period has expired).
  - Humanely euthanize, in accordance with law, animals not selected for adoption and not reclaimed by owner.
  - Dispose of, in accordance with law, all euthanized animals.
- Reduce disease transmission between animals by placing animals suspected of communicable illness in a separate isolation area.
- Place animals involved in biting incidents in rabies quarantine area and observe for signs of rabies for the specified amount of time.
- Build and maintain a database of information about each animal that enters and leaves the shelter.
  - Using the same records input by McKinney and Frisco ACOs (if on the same computer system) continue to build the record with information about the animal during its stay in the shelter and finalized with detailed information regarding the final disposition of the animal.
  - Produce reports for each entity detailing information about animals sheltered and final dispositions.

**ORDINANCE 2019-09-00900**  
**[ADOPTING INTERNATIONAL CODES]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3 TITLED “BUILDING REGULATIONS” BY AMENDING ARTICLE 3.04 TITLED “BUILDING CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE WITH AMENDMENTS; BY AMENDING ARTICLE 3.05 TITLED “MECHANICAL CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE WITH AMENDMENTS; BY AMENDING ARTICLE 3.06 TITLED “PLUMBING” BY AMENDING DIVISION 2 TITLED “PLUMBING CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL PLUMBING CODE WITH AMENDMENTS; BY AMENDING ARTICLE 3.07 TITLED “ELECTRICITY” BY AMENDING DIVISION 3 TITLED “ELECTRICAL CODE” BY ADOPTING THE 2014 NATIONAL ELECTRICAL CODE WITH AMENDMENTS; BY AMENDING ARTICLE 3.08 TITLED “RESIDENTIAL CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE WITH AMENDMENTS AND APPENDICES A, B, C, D, E, F, G, H, J, M, N, O, P, Q AND U, SAVE AND EXCEPT SECTIONS R324.1 THROUGH R324.2 OF THE 2003 INTERNATIONAL RESIDENTIAL CODE WHICH REMAIN UNCHANGED TO REQUIRE RESIDENTIAL FIRE SPRINKLERS; BY AMENDING ARTICLE 3.09 TITLED “ENERGY CONSERVATION CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE WITH AMENDMENTS; BY AMENDING ARTICLE 3.10 TITLED “FUEL GAS CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FUEL GAS CODE WITH AMENDMENTS; BY ADDING A NEW ARTICLE 3.20 TITLED “EXISTING BUILDING CODE” TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE WITH AMENDMENTS; BY ADDING A NEW ARTICLE 3.21 TITLED “SWIMMING POOL AND SPA CODE” TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE WITH AMENDMENTS; BY AMENDING CHAPTER 5 TITLED “FIRE PREVENTION AND PROTECTION” BY AMENDING ARTICLE 5.03 TITLED “FIRE CODE” BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE WITH AMENDMENTS AND APPENDICES A-I, AND THE LATEST EDITION OF THE NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 1; SAVE AND EXCEPT SECTION 903.2 OF THE 2003 INTERNATIONAL FIRE CODE WHICH REMAINS UNCHANGED TO REQUIRE THE INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS THROUGHOUT ALL LEVELS OF NEW GROUP A, B, E, F, H, I, M, R, S AND COMMERCIAL U OCCUPANCIES; PROVIDING A REPEALING**

**CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1.** That the City Council of the City of Lucas, Texas, hereby adopts the 2015 editions of the International Building Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Energy Conservation Code, International Fuel Gas Code, International Existing Building Code, International Swimming Pool and Spa Code; and, the 2014 edition of the National Electrical Code, together with certain amendments to each of said codes, as the codes for:

- (1) regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in the city; and
- (2) providing for issuance of permits and collection of fees for such permits. All such fees, unless otherwise specified herein, shall be charged, assessed and collected in the amounts and rates set forth in the City's Master Fee Schedule.

**Section 2.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled "Building Regulations", by amending Article 3.04 titled "Building Code", to read as follows:

### **"CHAPTER 3**

### **BUILDING REGULATIONS**

...

#### **ARTICLE 3.04 BUILDING CODE**

##### **Sec. 3.04.001 Adopted**

The International Building Code, 2015 edition, as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be fully applicable and binding.

##### **Sec. 3.04.002 Amendments**

*Section 101.4; change to read as follows:*

**101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the

requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

*Section 101.4.8; add the following:*

**101.4.8 Electrical.** The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

*Section 103 and 103.1 amend to insert the Department Name*

**DEPARTMENT OF BUILDING SAFETY CITY OF LUCAS**  
**DEVELOPMENT SERVICES DEPARTMENT**

**103.1 Creation of enforcement agency.** The City of Lucas Development Services Department is hereby created and the official in charge thereof shall be known as the *building official*.

*Section 104.2.1; delete in its entirety*

*Section 104.10.1; delete in its entirety*

*Section 105.2 Work exempt from permit; under sub-title entitled “Building” delete items 1, 2, 10 and 11 and re-number as follows:*

**Building:**

- 1- ~~One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m<sup>2</sup>).~~
- 2- ~~Fences not over 7 feet (1829 mm) high.~~
- 3- 1. (Unchanged)
- 4- 2. (Unchanged)
- 5- 3. (Unchanged)
- 6- 4. (Unchanged)
- 7- 5. (Unchanged)
- 8- 6. (Unchanged)
- 9- 7. (Unchanged)
- 10- ~~Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
- 11- 8. (Unchanged)
- 12- 9. (Unchanged)
- 13- 10. (Unchanged)

*Section 109; add Section 109.7 to read as follows:*

**109.7 Re-inspection Fee.** A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. The original red tag has been removed from the job site.
7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

*Section 109; add Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:*

**109.8 Work without a permit.**

**109.8.1 Investigation.** Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

**109.8.2 Fee.** An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

**109.9 Unauthorized cover up fee.** Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

*Section 110.3.5; Lath, gypsum board and gypsum panel product inspection. Delete exception*

~~***Exception :*** Gypsum board and gypsum panel products that are not part of a fire resistance rated assembly or a shear assembly.~~

*Section 202; amend definition of Ambulatory Care Facility as follows:*

**AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:



- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

***Section 202; add definition of Assisting Living Facilities to read as follows.***

**ASSISTED LIVING FACILITIES.** *A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.*

***Section 202; change definition of “Atrium” as follows:***

**ATRIUM.** An opening connecting ~~two~~ three or more stories... *{Balance remains unchanged}*

***Section 202; add definition of “Repair Garage” as follows:***

***Section 202; amend definition of “High-Rise Building” as follows:***

**HIGH-RISE BUILDING.** A building with an occupied floor located more than ~~75~~ 55 feet (~~22 860 mm~~) (16 764 mm) above the lowest level of fire department vehicle access.

**REPAIR GARAGE.** A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

***Section 202; amend definition of SPECIAL INSPECTOR to read as follows:***

**SPECIAL INSPECTOR.** A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and approved by the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

***Section 303.1.3; add a sentence to read as follows:***

**303.1.3 Associated with Group E occupancies.** A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy. Except when applying the assembly requirements of Chapter 10 and 11.

***Section 304.1; add the following to the list of occupancies:***

- Fire stations
- Police stations with detention facilities for 5 or less

***Section 307.1.1; add the following sentence to Exception 4:***

4. Cleaning establishments... *{Text unchanged}* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

***Section 403.1, Exception 3; change to read as follows:***

The open air portion of a building *[remainder unchanged]*

***Section 403.3, Exception; delete item 2.***

***Section 403.3.2; change to read as follows:***

**403.3.2 Water supply to required fire pumps.** In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

**Exception:** {No change to exception.}

***Section 404.5; delete Exception.***

***Section 406.3.5.1 Carport separation; add sentence to read as follows:***

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

***Section 506.2.2; add sentence to read as follows:***

**506.3.2.1 Open Space Limits.** Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved fire lane. In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided.

***Section 712.1.9, change item 4 to read as follows:***

4. Is not open to a corridor in Group I and ~~R~~ H occupancies.

***Section 901.6.1; add Section 901.6.1.1 to read as follows:***

**901.6.1.1 Standpipe Testing.** Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

*Section 903.1.1; change to read as follows:*

**[F] 903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and, or as approved by the fire code official.~~

*Section 903.2; add the following:*

**[F] 903.2 Where required.** *Approved automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

**[F] Section 903.2; delete the exception.**

**[F]Section 903.2.9; add Section 903.2.9.3 to read as follows:**

**[F] 903.2.9.3 Self-service storage facility.** An automatic sprinkler system shall be installed throughout all self-service storage facilities.

*Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:*

**903.2.11.3 Buildings ~~55~~ 35 feet or more in height.** An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

**Exceptions:**

~~1. Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.~~

~~2. Occupancies in Group F-2.~~

**903.2.11.7 High-Piled Combustible Storage.** For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the IFC to determine if those provisions apply.

**903.2.11.8 Spray Booths and Rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

**903.2.11.9 Buildings Over 6,000 sq.ft.** An automatic sprinkler system shall be installed

throughout all buildings with a building area 6,000 sq.ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

**Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code*.

***Section 903.3.1.1.1; change to read as follows:***

**[F] 903.3.1.1.1 Exempt locations.** When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ...{text unchanged}... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
5. ~~Fire service access~~ Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

***Section 903.3.1.2.3; add section to read as follows:***

**[F] Section 903.3.1.2.3 Attics and Attached Garages.** Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and or NFPA 13R requirements, and attached garages.

***Section 903.3.1.3; change to read as follows:***

**[F] 903.3.1.3 NFPA 13D sprinkler systems.** *Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4 Condition 1 and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.*

***Section 903.3.1.4; add to read as follows:***

**[F] 903.3.1.4 Freeze protection.** Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

**903.3.1.4.1 Attics.** Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

**Exception:** Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

**903.3.1.4.2 Heat trace/insulation.** Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*Section 903.3.5; add a second paragraph to read as follows:*

**[F]** Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

*Section 903.4; add a second paragraph after the exceptions to read as follows:*

**[F]** Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*Section 903.4.2; add second paragraph to read as follows:*

**[F]** The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*Section 905.2; change to read as follows:*

**[F]** **905.2 Installation standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

*Section 905.3; add Section 905.3.9 and exception to read as follows:*

**[F]** **905.3.9 Buildings exceeding 10,000 sq. ft.** In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

**Exceptions:**

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
2. R-2 occupancies of four stories or less in height having no interior corridors.

***Section 905.4, change Item 1., 3., and 5. and add Item 7. to read as follows:***

- [F] 1. In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.  
**Exception:** Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a ..... {No change to rest.}
4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

***Section 905.9; add a second paragraph after the exceptions to read as follows:***

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

***Section 907.1; add Section 907.1.4 and 907.1.4.1 to read as follows:***

[F] **907.1.4 Design standards.** Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

***Section 907.2.1; change to read as follows:***

[F] **907.2.1 Group A.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load due to the assembly occupancy is of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E

occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

**Exception:** {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

**Section 907.2.3; change to read as follows:**

[F] **907.2.3 Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

**Exceptions:**

1. {No change.}
  - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)
- {No change to remainder of exceptions.}

**Section 907.2.13, Exception 3; change to read as follows:**

[F] 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

**Section 907.4.2; add Section 907.4.2.7 to read as follows:**

[F] **907.4.2.7 Type.** Manual alarm initiating devices shall be an approved double action type.

**Section 907.6.1; add Section 907.6.1.1 to read as follows:**

[F] **907.6.1.1 Wiring Installation.** All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating



device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

***Section 907.6.3; delete all four Exceptions.***

***Section 907.6.6; – add sentence at end of paragraph to read as follows:***

[F] See 907.6.3 for the required information transmitted to the supervising station.

***Section 909.22; add to read as follows:***

[F] **909.22 Stairway or ramp pressurization alternative.** Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the Fire Department as per Section 105.7.

**909.22.1 Ventilating equipment.** The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

[F] **909.22.1.1 Ventilation systems.** Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section

707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

**Exceptions:**

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

**[F] 909.22.1.2 Standby power.** Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

**[F] 909.22.1.3 Acceptance and testing.** Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

***Section 910.2; change Exception 2. and 3. to read as follows:***

- [F] 2.** Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
- 3.** Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of  $50(m^*S)^{1/2}$  or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

***Section 910.2; add subsections 910.2.3 with exceptions to read as follows:***

**[F] 910.2.3 Group H.** Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m<sup>2</sup>) in single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

***Section 910.3; add section 910.3.4 to read as follows:***

**[F] 910.3.4 Vent operation.** Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

**[F] 910.3.4.1 Sprinklered buildings.** Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

**Exception:** Manual only system per 910.2

**[F] 910.3.4.2 Nonsprinklered buildings.** Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

**Exception:** Listed gravity-operated drop out vents.

*Section 910.4.3.1; change to read as follows:*

**[F] 910.4.3.1 Makeup air.** Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m<sup>2</sup> per 0.4719 m<sup>3</sup>/s) of smoke exhaust.

*Section 910.4.4; change to read as follows:*

**[F] 910.4.4 Activation.** The mechanical smoke removal system shall be activated by ~~manual controls only~~ automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

**Exception:** Manual only systems per Section 910.2.

*Section 912.2; add Section 912.2.3 to read as follows:*

**[F] 912.2.3 Hydrant distance.** An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

*Section 913.2.1; add second paragraph and exception to read as follows:*

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

**Exception:** When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building

shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

***Section 1006.2.2.6 Add a new Section 1006.2.2.6 as follows:***

**1006.2.2.6 Electrical Rooms.** For electrical rooms, special exiting requirements may apply. Referencethe electrical code as adopted.

***Section 1009.1; add the following Exception 4:***

**Exceptions:**

*{previous exceptions unchanged}*

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.

***Section 1010.1.9.4 Bolt Locks; amend exceptions 3 and 4 as follows:***

**Exceptions:**

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. *{Remainder unchanged}*
4. Where a pair of doors serves a Group A, B, F, M or S occupancy *{Remainder unchanged}*

***Section 1015.8 Window Openings. REVISE Texas as follows:***

1. Operable windows where the top of the sill of the opening is located more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006

***Section 1020.1 Construction; add exception 6 to read as follows:***

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

***Section 1029.1.1.1 Delete this section. Spaces under grandstands and bleachers;***

***Section 1101.1 Scope. add exception to Section 1101.1 as follows:***

**Exception:** Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

**Section 1203.1; amend to read as follows:**

**1203.1 General.** Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where air infiltration rate in a *dwelling unit* is ~~less than~~ 5 air changes or less per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*.

**Table 1505.1; delete footnote c and replace footnote b with the following:**

b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of protected roof area. When exceeding 120 sq. ft. of protected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

e. [delete]

**Section 1505.7; delete the section**

**Section 1510.1; add a sentence to read as follows:**

**1510.1 General.** Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

*{text of exception unchanged}*

**Section 1704.2, Special inspections and tests is amended to read as follows:**

**1704.2 Special inspections and tests.** Where application is made to the Building Official for construction as specified in Section 105, the owner or the owner's authorized agent, or the registered design professional in responsible charge, other than the contractor, shall employ one or more approved agencies to provide special inspections and tests during construction on the types of work listed under Section 1705 and identify the approved agencies to the Building Official. The special inspector shall not be employed by the contractor. These special inspections and tests are in addition to the inspections identified by the Building Official that are identified in Section 110.

**Section 1704.2.1, Special inspector qualifications, is amended to read as follows:**

**1704.2.1 Special inspector qualifications.** Prior to the start of construction and or upon request, the approved agencies shall provide written documentation to the registered design professional in responsible charge and the building official demonstrating the competence and relevant

experience or training of the special inspectors who will perform the special inspections and tests during construction. [Remainder unchanged]

***Section 1704.2.4, Report requirement, is amended to read as follows:***

**1704.2.4 Report requirement.** Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the Building Official upon request, and to the registered design professional in responsible charge. Individual inspection reports ~~[Reports]~~ shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. [Remainder unchanged]

***Section 1704.2.5.2, Fabricator approval, is amended to read as follows:***

**1704.2.5.1 Fabricator approval.** Special inspections during fabrications required by Section 1704 are not required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices by an approved agency, or a fabricator that is enrolled in a nationally accepted inspections program. At completion of fabrication, the acceptable or approved fabricator shall submit a certificate of compliance to the owner or the owner's authorized agent or the registered design professional in responsible charge, for submittal to the building official as specified in Section 1704.5 stating that the work was performed in accordance with the approved construction documents. The certificate of compliance shall also be made available to the Building Official upon request.

***Section 2901.1; add a sentence to read as follows:***

**2901.1 Scope.** *{existing text to remain}* The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

***Section 2902.1; add a second paragraph to read as follows:***

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

***Table 2902.1; add footnote f to read as follows:***

f. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

***Section 2902.1.3; add new Section 2902.1.3 to read as follows:***

**2902.1.3 Additional fixtures for food preparation facilities.** In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

**2902.1.3.1 Hand washing lavatory.** At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

**2902.1.3.2 Service sink.** In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the City of Lucas' health department.

**Section 3002.1 Hoistway Enclosure Protection.** add exceptions to read as follows:

**Exceptions:**

1. Elevators wholly located within atriums complying with Section 404 shall not require hoistway enclosure protection.

2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

**Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces.**

~~**Delete text as follows:** Elevator machine rooms, control rooms, control spaces and machinery spaces outside of but attached to a hoistway that have openings into the hoistway shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.~~

**Revise text to read:**

Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.

**Section 3005.7** add a Section 3005.7 as follows:

**3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.**

**3005.7.1 Automatic sprinkler system.** The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

3005.7.2.1 **Prohibited locations.** Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoist-ways.

3005.7.2.2 **Sprinkler system monitoring.** The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.7.3 **Water protection.** An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

305.7.4 **Shunt trip.** Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

**Section 3005.8** add Section 3005.8 as follows:

**3005.8 Storage.** Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

***Section 3006.2, Hoistway opening protection required. Revise text as follows:***

5. The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

***Section 3109.1; change to read as follows:***

**3109.1 General.** Swimming pools shall comply with the requirements of sections 3109.2 through 3109.5 and other applicable sections of this code and complying with applicable state laws.

...”

**Section 3.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by amending Article 3.05 titled “Mechanical Code”, to read as follows:

## **“ARTICLE 3.05 MECHANICAL CODE**

### **Sec. 3.05.001            Adopted**

The International Mechanical Code, 2015 edition, as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be fully applicable and binding.



## Section 3.05.002 Amendments

### *Section 102.8; change to read as follows:*

**102.8 Referenced Codes and Standards.** The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 or the *National Electrical Code* (NEC) shall mean the Electrical Code as adopted.

### *Section 306.3; change to read as follows:*

**306.3 Appliances in Attics.** Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb. (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

### Exceptions:

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... *{remainder of section unchanged}*

### **Section 306.5; change to read as follows:**

**306.5 Equipment and Appliances on Roofs or Elevated Structures.** Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, ~~an~~ a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 8-12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such *access* shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). ... *{bulk of section to read the same}*.

### **Section 306.5.1; change to read as follows:**

**306.5.1 Sloped Roofs.** Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

### **Section 306; add Section 306.6 to read as follows:**

**306.6 Water Heaters Above Ground or Floor.** When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

**Exception:** A maximum 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and the water heater installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

### **Section 307.2.3; amend item 2 to read as follows:**

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain

pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

***Section 403.2.1; add an item 5 to read as follows:***

5. Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

***Section 501.3; add an exception to read as follows:***

**501.3 Exhaust Discharge.** The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

**Exceptions:**

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
2. Commercial cooking recirculating systems.
3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

***Section 607.5.1; change to read as follows:***

**607.5.1 Fire Walls.** Ducts and air transfer openings permitted in fire walls in accordance with Section 705.11 of the International Building Code shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems see Section 510.1-510.9 IMC.

...”

**Section 4.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by amending Article 3.06 titled “Plumbing” by amending Division 2 titled “Plumbing Code”, to read as follows:

## **“ARTICLE 3.06 PLUMBING**

...

### **Division 2. Plumbing Code**

#### **Sec. 3.06.031 Adopted**

The International Plumbing Code, 2015 edition, as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be fully applicable and binding.

...

#### **Section 3.06.034 Amendments**

*Table of Contents, Chapter 7, Section 714; change to read as follows:*

714     Engineered ~~Computerized~~ Drainage Design . . . . . 69

*Section 102.8; change to read as follows:*

**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 or the National Electrical Code (NEC) shall mean the Electrical Code as adopted.

*Sections 106.6.2 and 106.6.3; change to read as follows:*

**106.6.2 Fee schedule.** The fees for all plumbing work shall be as ~~indicated in the following schedule:~~ (JURISDICTION TO INSERT APPROPRIATE SCHEDULE) adopted by resolution of the governing body of the jurisdiction.

**106.6.3 Fee Refunds.** The code official shall establish a policy for authorize ~~authorizing~~ the refunding of fees ~~as follows.~~ *{Delete balance of section}*

*Section 109; delete entire section and insert the following:*

### **SECTION 109 MEANS OF APPEAL**

**109.1 Application for appeal.** Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

*Section 305.4.1; change to read as follows:*

**305.4.1 Sewer depth.** ~~Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection.~~ Building sewers shall be a minimum of 12 inches (304 mm) below grade.

*Section 305.7; change to read as follows:*

**305.7 Protection of components of plumbing system.** Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a manner in which they could be exposed to damage shall be recessed into the wall or otherwise protected in an *approved* manner.

*Section 314.2.1; change to read as follows:*

**314.2.1 Condensate disposal.** Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal. ... {text unchanged} ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.

*Section 409.2; change to read as follows:*

**409.2 Water connection.** The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. (Remainder of section unchanged)

*Section 412.4; change to read as follows:*

**412.4 Required location for floor drains** ~~Public laundries and central washing facilities.~~ Floor drains shall be installed in the following areas.

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.
3. Public restrooms.

***Section 419.3; change to read as follows:***

**419.3 Surrounding material.** Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

***Section 502.3; change to read as follows:***

**502.3 Appliances in attics.** Attics containing a water heater shall be provided . . . {bulk of paragraph unchanged} . . . side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions be not less than 20 inches by 30 inches(508mm by 762mm) where such dimensions are large enough to allow removal of the water heater. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

**Exceptions:**

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed... {remainder of section unchanged}

***Section 502.6; add Section 502.6 to read as follows:***

**502.6 Water heaters above ground or floor.** When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

**Exception:** A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

***Section 504.6; change to read as follows:***

**504.6 Requirements for discharge piping.** The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.

2. Discharge through an air gap. ~~located in the same room as the water heater.~~
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

**Exception:** Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge ~~to the floor,~~ to an indirect waste receptor or to the outdoors.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Terminate not more than 6 inches above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.
13. Be constructed of those materials listed in Section 605.4 or materials tested, rated and *approved* for such use in accordance with ASME A112.4.1.

***Section 504.7.1; change to read as follows:***

***Section 504.7.1 Pan size and drain to read as follows:*** The pan shall be not less than 1 1/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

***Section 604.4; add Section 604.4.1 to read as follows:***

**604.4.1 State maximum flow rate.** Where the State mandated maximum flow rate is more restrictive than those of this section, the State flow rate shall take precedence.

*Section 606.1; delete items #4 and #5.*

*Section 606.2; change to read as follows:*

**606.2 Location of shutoff valves.** Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. ~~On the water supply pipe to each sillcock.~~
3. On the water supply pipe to each appliance or mechanical equipment.

*Section 608.1; change to read as follows:*

**608.1 General.** A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, Table 608.1, ~~except~~ and as specifically stated in Sections 608.2 through 608.16.10.

*Section 608.16.5; change to read as follows:*

**608.16.5 Connections to lawn irrigation systems.**

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

*Section 608.17; change to read as follows:*

**608.17 Protection of individual water supplies.** An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. Installation shall be in accordance with Sections 608.17.1 through 608.17.8.

*Section 610.1; add exception to read as follows:*

**610.1 General.** New or repaired potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the health



authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652, or as described in this section. This requirement shall apply to “on-site” or “in-plant” fabrication of a system or to a modular portion of a system.

The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.

1. The system or part thereof shall be filled with a water/chlorine solution containing at least 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing at least 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.
2. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
3. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.

**Exception:** With prior approval the Code Official may wave this requirement when deemed un-necessary. by the Code Official.

***Section 703.6; Delete***

***Section 704.5; added to read as follows:***

**704.5 Single stack fittings.** Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

***Section 705.11.2; change to read as follows:***

**705.11.2 Solvent cementing.** Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

~~Exception: A primer is not required where both of the following conditions apply:~~

- ~~1. The solvent cement used is third-party certified as conforming to ASTM D 2564~~
- ~~2. The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

*Section 712.5; add Section 712.5 to read as follows:*

**712.5 Dual Pump System.** All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

*Section 714, 714.1; change to read as follows:*

## SECTION 714 ENGINEERED COMPUTERIZED DRAINAGE DESIGN

**714.1 Design of drainage system.** The sizing, design and layout of the drainage system shall be permitted to be designed by a registered engineer using approved computer design methods.

**Section 804.2; added to read as follows:**

**804.2 Special waste pipe, fittings, and components.** Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.

*Section 903.1; change to read as follows:*

**903.1 Roof extension.** Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

*Section 917 Single stack vent system. Delete entire section.*

*Section 1002.10; delete.*

*Section 1003; delete.*

*Section 1101.8; change to read as follows:*

**1101.8 Cleanouts required.** Cleanouts or manholes shall be installed in the building storm drainage system and shall comply with the provisions of this code for sanitary drainage pipe cleanouts.

*Section 1106.1; change to read as follows:*

**1106.1 General.** The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour the 100-year hourly rainfall rate indicated in Figure 1106.1 or on other rainfall rates determined from approved local weather data.

*Section 1108.3; change to read as follows:*

**1108.3 Sizing of secondary drains.** Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 ~~based on the rainfall rate for which the primary system is sized in Figure 1106.1 or on other rainfall rates determined from approved local weather data.~~ Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

**Section 1109; delete this section...**

*Section 1202.1; delete Exception 2.*

...”

**Section 5.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by amending Article 3.07 titled “Electricity” by amending Division 3 titled “Electrical Code”, to read as follows:

## **“ARTICLE 3.07 ELECTRICAL**

...

### **Division 3. Electrical Code**

#### **Sec. 3.07.081 Adopted**

The National Electrical Code, 2014 edition, as published by the International Code Council, is hereby-adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be fully applicable and binding.

#### **Sec. 3.07.082 Amendments**

*Article 100; add the following to definitions:*

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

*Article 100; amend the following definition:*

**Intersystem Bonding Termination.** A device that provides a means for connecting intersystem bonding conductors for communication systems and other systems ~~such as metallic gas piping systems~~ to the grounding electrode system. Bonding conductors for other systems shall not be larger than 6 AWG.

*Article 110.2; change the following to read as follows:*

**110.2 Approval.** The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

*Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.*

~~Manufacturer's self-certification of any equipment shall not be used as a basis for approval by the AHJ.~~

Informational Note No 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with US product safety standards as certified by a Nationally Recognized Testing Lab.

Informational Note No. 3: NFPA 790 and 791 provide an example of an approved method for qualifying a third party inspection agency.

*Article 210.52(G) (1) Garages: delete the following*

**(1) Garages.** In each attached garage and in each detached garage with electric power. ~~The branch circuit supplying this receptacle(s) shall not supply outlets outside of the garage.~~ At least one receptacle outlet shall be installed for each car space.

**Article 230.71(A); add the following exception:**

Exception: Multi-occupant buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.

*Article 240.91; delete the Article.*

**Article 300.11; add the following exception:**

Exception: Ceiling grid support wires may be used for structural supports when the associated wiring is located in that area, not more than two raceways or cables supported per wire, with a maximum nominal metric designation 16 (trade size 1/2").

***Article 310.15(B) (7); change to read as follows:***

***(7) This Article shall not be used in conjunction with 220.82.***

***Article 500.8 (A) (3) changed to read as follows:***

### **500.8 Equipment.**

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosionproof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

**(A) Suitability.** Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or ~~an owner's engineering judgment.~~ an engineering judgment signed and sealed by a qualified Registered licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

***Article 505.7 (A) changed to read as follows:***

### **505.7 Special Precaution.**

Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

**(A) Implementation of Zone Classification System.** Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified persons Registered licensed Professional Engineer in the State of Texas.

**Article 517.30 Essential Electrical Systems for Hospitals; create a new (H) and add the following language:**

**(G) Coordination.** Overcurrent protective devices serving the equipment branch of the essential electrical system shall be coordinated for the period of time that a fault's duration extends beyond 0.1 second.

Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.

Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.

Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.

**(H) Selective Coordination.** Overcurrent protective devices serving the life safety, and critical branches of the essential electrical system shall be selectively coordinated with all supply-side overcurrent protective devices.

Exception No. 1: Between transformer primary and secondary overcurrent protective devices, where only one overcurrent protective device or set of overcurrent protective devices exists on the transformer secondary.

Exception No. 2: Between overcurrent protective devices of the same size (ampere rating) in series.  
Informational Note: The terms coordination and coordinated as used in this section do not cover the full range of overcurrent conditions.

**Article 680.25(A) changed to read as follows:**

**680.25 Feeders.**

These provisions shall apply to any feeder on the supply side of panelboards supplying branch circuits for pool equipment covered in Part II of this article and on the load side of the service equipment or the source of a separately derived system.

**(A) Wiring Methods.**

**(1) Feeders.** Feeders shall be installed in rigid metal conduit, intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage:

- (1) Liquidtight flexible nonmetallic conduit
- (2) Rigid polyvinyl chloride conduit
- (3) Reinforced thermosetting resin conduit
- (4) Electrical metallic tubing where installed on or in a building
- (5) Electrical nonmetallic tubing where installed within a building
- (6) Type MC Cable where installed within a building and if not subject to corrosive environment
- (7) Nonmetallic-sheathed cable
- (8) Type SE cable

~~Exception: A feeder within a one-family dwelling or two-family dwelling unit between remote panelboard and service equipment shall be permitted to run in flexible metal conduit or an approved cable assembly that includes an insulated equipment grounding conductor within its outer sheath. The equipment grounding conductor shall comply with 250.24(A)(5).~~

...”

**Section 6.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by amending Article 3.08 titled “Residential Code”, to read as follows:

**“ARTICLE 3.08 RESIDENTIAL CODE**

**Sec. 3.08.001 Adopted**

The National Residential Code, 2015 edition, including appendices A, B, C, D, E, F, G, H, J, M, N, O, P, Q, and U, as published by the International Code Council (“IRC”), is hereby-adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be fully applicable and binding. Save and except Sections R324.1 through R324.2 of the 2003 IRC which remain unchanged to require residential fire sprinklers.

**Sec. 3.08.002 Amendments**

**R102.4 Referenced codes and standards.** The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference

to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

**Section R104.10.1 Flood Hazard areas; delete this section.**

**Section R105.3.1.1& R106.1.4; delete these sections.**

**Section R110 (R110.1 through R110.5); delete the section.**

**Section R202; change definition of "Townhouse" to read as follows:**

**TOWNHOUSE.** A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

**Table R301.2 (1); fill in as follows:**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDER- LAYMENT <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	SPEED <sup>d</sup> (MPH)	Topographic Effects <sup>k</sup>	Special Wind Region <sup>L</sup>	Windborne Debris Zone <sup>m</sup>		Weathering <sup>a</sup>	Frost Line Depth <sup>b</sup>	Termite <sup>c</sup>					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 <sup>o</sup> F	No	Local Code	150	64.9 <sup>o</sup> F

**Section R302.1; add exception #6 to read as follows:**

**Exceptions:** {previous exceptions unchanged}

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

**Section R302.3; add Exception #3 to read as follows:**

**Exceptions:**

1. {existing text unchanged}

2. {existing text unchanged}

3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.



***Section R302.5.1; change to read as follows:***

**R302.5.1 Opening protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors ~~equipped with a self-closing device.~~

***Section R303.3, Exception; amend to read as follows:***

**Exception:** {existing text unchanged} Exhaust air from the space shall be exhaust out to the outdoors unless the space contains only a water closet, a lavatory, or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

***Section R313 Automatic Fire Sprinkler Systems. Delete subsections in their entirety.***

***Section R315.2.2 Alterations, repairs and additions. Amend to read as follows:***

**Exception:**

2. Installation, alteration or repairs of electrical powered {remaining text unchanged}

***Section R322 Flood Resistant Construction. Deleted Section.***

Section R324.1 through R324.2, 2003 International Residential Code remains unchanged, to read as follows:

R324.1 Residential fire sprinklers. Residential fire sprinklers shall be installed in all new construction. Installation shall be in compliance with NFPA 13D with the following requirements:

- (1) Plans shall be submitted to the AHJ for permitting and plan review.
- (2) Sprinkler system shall be subject to a two hour hydrostatic test at 200 psi.
- (3) The small room rule will not be recognized. All occupiable spaces within the living area or garage are required to be sprinklered.
- (4) Attached garages shall be sprinklered.
- (5) The system shall be attached to an alarm horn or alarm system. If attached to an alarm system, the alarm tone for water flow shall be different than for other alarms the system may be programmed for.

Exceptions:

1. Detached U occupancies (accessory type structures) in residential zones.
2. Detached S occupancies (accessory type structures) in residential zones.
3. R3 occupancies served by water mains less than 4" inside diameter more than 200' from the point of reduction.

R324.2 Additions, alterations or repairs. One- and two-family dwellings shall not be required to retrofit sprinkler systems when undergoing additions, alterations or repairs.

***Section R326 Swimming Pools, Spas and Hot Tubs. Amended to read as follows:***

**R326.1 General.** The design and construction of pools and spas shall comply with the ~~International Swimming Pool and Spa Code~~ **2015 IRC Appendix Q. Swimming Pools, Spas and Hot Tubs.**

**Section R401.2, amended by adding a new paragraph following the existing paragraph to read as follows.**

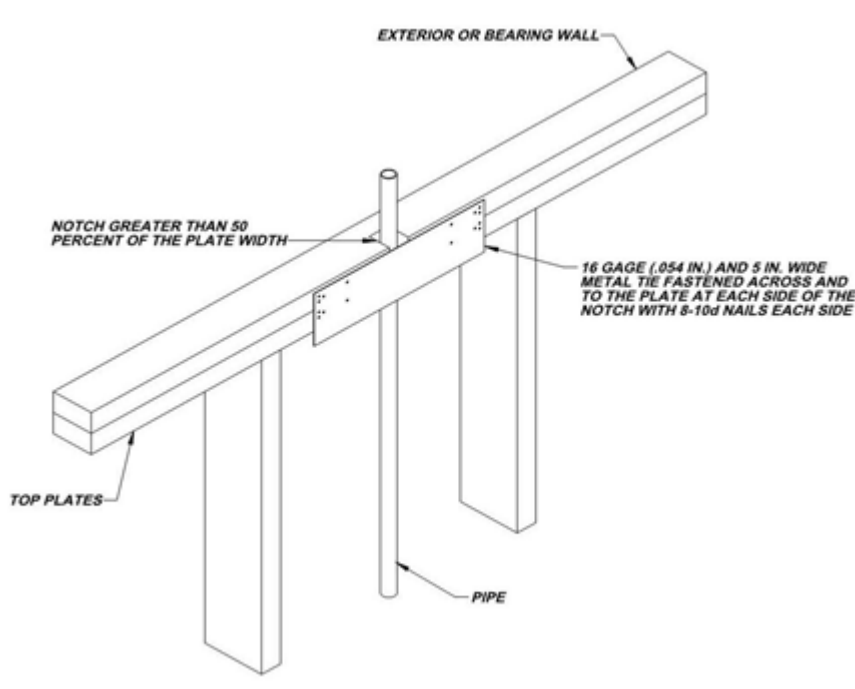
**Section R401.2. Requirements.** *{existing text unchanged}* ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

***Section R602.6.1; amend the following:***

**R602.6.1 Drilling and notching of top plate.** When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and ~~1½ inches (38 mm)~~ 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

***Figure R602.6.1; delete the figure and insert the following figure:***



(Amendment to 2012 IRC carried forward to 2015 IRC also provides additional assurance of maintaining the integrity of the framing by spreading the nailing pattern.)

**Section R703.8.4.1; add a second paragraph to read as follows:**

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

**Section R902.1; Amend and add exception #5 to read as follows:**

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed ~~in areas designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line.~~ {remainder unchanged}

### **Exceptions:**

1. {text unchanged}
2. {text unchanged}
3. {text unchanged}

4. *{text unchanged}*

5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

**Chapter 11 [RE] – Energy Efficiency is deleted in its entirety and replaced with the following:**

**N1101.1 Scope.** This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code.

**N1101.2 Compliance.** Compliance shall be demonstrated by meeting the requirements of the residential provisions of 2015 International Energy Conservation Code.

**Section M1305.1.3; change to read as follows:**

**M1305.1.3 Appliances in attics.** Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

**Exceptions:**

1. The passageway and level service space are not required where the appliance can be serviced and removed through the required opening.
2. Where the passageway is unobstructed...*{remaining text unchanged}*

**Section M1411.3; change to read as follows:**

**M1411.3 Condensate disposal.** Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet ~~to an approved place of disposal~~ a sanitary sewer through a trap, by means of a direct or indirect drain. *{remaining text unchanged}*

**Section M1411.3.1, Items 3 and 4; add text to read as follows:**

**M1411.3.1 Auxiliary and secondary drain systems.** *{bulk of paragraph unchanged}*

1. *{text unchanged}*
2. *{text unchanged}*
3. An auxiliary drain pan... *{bulk of text unchanged}*... with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.
4. A water level detection device... *{bulk of text unchanged}*... overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.

***Section M1411.3.1.1; add text to read as follows:***

**M1411.3.1.1 Water-level monitoring devices.** On down-flow units ...*{bulk of text unchanged}*... installed in the drain line. A water level detection device may be installed only with prior approval of the building official.

**M1503.4 Makeup Air Required Amend and add exception as follows:**

M1503.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19 m<sup>3</sup>/s) shall be provided with makeup air at a rate approximately equal to the difference between the exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Exception: Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m<sup>3</sup>/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m<sup>3</sup>/s) shall be provided with a makeup air at a rate approximately equal to the difference between the exhaust air rate and 600 cubic feet per minute.

***Section M2005.2; change to read as follows:***

**M2005.2 Prohibited locations.** Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved self-closing device*. Installation of direct-vent water heaters within an enclosure is not required.

***Section G2408.3 (305.5); delete.***

***Section G2415.2.1 (404.2.1); add a second paragraph to read as follows:***

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

*Section G2415.2.2 (404.2.2); add an exception to read as follows:*

**Exception:** Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

*Section G2415.12 (404.12); change to read as follows:*

**G2415.12 (404.12) Minimum burial depth.** Underground *piping systems* shall be installed a minimum depth of ~~12 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

*Section G2417.1 (406.1); change to read as follows:*

**G2417.1 (406.1) General.** Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

*Section G2417.4; change to read as follows:*

**G2417.4 (406.4) Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

*Section G2417.4.1; change to read as follows:*

**G2417.4.1 (406.4.1) Test pressure.** The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. For tests requiring a pressure of 3

psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

***Section G2417.4.2; change to read as follows:***

**G2417.4.2 (406.4.2) Test duration.** The test duration shall be held for a length of time satisfactory to the Building Official, but in no case for ~~be not~~ less than 10-fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than thirty (30) minutes.

***Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:***

**G2420.1.4 Valves in CSST installations.** Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

***Section G2420.5.1 (409.5.1); add text to read as follows:***

**G2420.5.1 (409.5.1) Located within the same room.** The shutoff valve ...{bulk of paragraph unchanged}... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

***Section G2421.1 (410.1); add text and Exception to read as follows:***

**G2421.1 (410.1) Pressure regulators.** A line pressure regulator shall be ... {bulk of paragraph unchanged}... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

**Exception:** A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

**Section G2422.1.2.3 (411.1.3.3); delete *Exception 1* and *Exception 4*.**

**Section G2445.2 (621.2); add *Exception* to read as follows:**

**G2445.2 (621.2) Prohibited use.** One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

**Exception:** Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the Fuel Gas Code.

**Section G2448.1.1 (624.1.1); change to read as follows:**

**G2448.1.1 (624.1.1) Installation requirements.** The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

**Section P2801.6.1; change to read as follows:**

**Section P2801.6.1 Pan size and drain.** The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

**Section P2804.6.1; change to read as follows:**

**Section P2804.6.1 Requirements for discharge piping.** The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap ~~located in the same room as the water heater.~~
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.



**Exception:** Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge ~~to the floor~~, to an indirect waste receptor or to the outdoors.

[remainder unchanged]

***Section P2801.7; add Exception to read as follows:***

**Exceptions:**

1. Electric Water Heater.

***Section P2902.5.3; change to read as follows:***

**P2902.5.3 Lawn irrigation systems.** The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

***Section P3009.9; change to read as follows:***

**P3003.9. Solvent cementing.** Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

1. ~~The solvent cement used is third-party certified as conforming to ASTM D 2564~~
2. ~~The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

***Section P3111; delete.***

***Section P3112.2; delete and replace with the following:***

**P3112.2 Installation.** Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off

the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

*Appendix Q Reserved. Amended to read as follows:*

## **Appendix Q. Swimming Pools, Spas and Hot Tubs.**

### **SECTION AQ101 GENERAL**

#### **AQ101.1 General.**

The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

#### **AQ101.2 Pools in flood hazard areas.**

Pools that are located in flood hazard areas established by Table R301.2(1), including above-ground pools, on-ground pools and in-ground pools that involve placement of fill, shall comply with Section AQ101.2.1 or AQ101.2.2.

Exception: Pools located in riverine flood hazard areas which are outside of designated floodways.

#### **AQ101.2.1 Pools located in designated floodways.**

Where pools are located in designated floodways, documentation shall be submitted to the building official which demonstrates that the construction of the pool will not increase the design flood elevation at any point within the jurisdiction.

#### **AQ101.2.2 Pools located where floodways have not been designated.**

Where pools are located where design flood elevations are specified but floodways have not been designated, the applicant shall provide a floodway analysis that demonstrates that the proposed pool will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction.

### **SECTION AQ102 DEFINITIONS**

#### **AQ102.1 General.**

For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

**ABOVE-GROUND/ON-GROUND POOL.** See "Swimming pool."

**BARRIER.** A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

**HOT TUB.** See "Swimming pool."

**IN-GROUND POOL.** See "Swimming pool."

**RESIDENTIAL.** That which is situated on the premises of a detached one- or two-family dwelling, or a one-family townhouse not more than three stories in height.

**SPA, NONPORTABLE.** See "Swimming pool."

**SPA, PORTABLE.** A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

**SWIMMING POOL.** Any structure intended for swimming or recreational bathing that contains water more than 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

**SWIMMING POOL, INDOOR.** A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

**SWIMMING POOL, OUTDOOR.** Any swimming pool which is not an indoor pool.

## **SECTION AG103 SWIMMING POOLS**

**AQ103.1 In-ground pools.** In-ground pools shall be designed and constructed in compliance with ANSI/NSPI-5.

### **AQ103.2 Above-ground and on-ground pools.**

Above-ground and on-ground pools shall be designed and constructed in compliance with ANSI/NSPI-4.

### **AQ103.3 Pools in flood hazard areas.**

In flood hazard areas established by Table R301.2(1), pools in coastal high-hazard areas shall be designed and constructed in compliance with ASCE 24.

## **SECTION AQ104 SPAS AND HOT TUBS**

### **AQ104.1 Permanently installed spas and hot tubs.**

Permanently installed spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-3.

#### **AQ104.2 Portable spas and hot tubs.**

Portable spas and hot tubs shall be designed and constructed in compliance with ANSI/NSPI-6.

### **SECTION AQ105 BARRIER REQUIREMENTS**

#### **AQ105.1 Application.**

The provisions of this appendix shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs.

**AQ105.2 Outdoor swimming pool.** An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219mm) above grade measured on the side of the barrier, which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51mm) measured on the side of the barrier, which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102mm).
2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102mm) sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches (44mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches (44 mm) in width.
6. Maximum mesh size for chain link fences shall be a 2.25-inch (57 mm) square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to not more than 1.75 inches (44 mm).
7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches (44 mm).

8. Access gates shall comply with the requirements of Section AQ105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:

8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate, and

8.2. The gate and barrier shall have not opening greater than 0.5 inch (13 mm) within 18 inches (457 mm) of the release mechanism.

9. Where a wall of a dwelling serves a part of the barrier one of the following conditions shall be met:

9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F1346; or

9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch (es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable as long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AQ105.2, Items 1 through 9. When the ladder or steps are secured, locked or emoved, any opening created shall not allow the passage of a 4-inch diameter (102 mm) sphere.

**AQ105.3 Indoor swimming pool.** Walls surrounding an indoor swimming pool shall comply with Section AQ105.2, Item 9.

**AQ105.4 Prohibited locations.** Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb them.

**AQ105.5 Barrier exceptions.** Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AQ107, shall be exempt from the provisions of this appendix

## **SECTION AQ107 ABBREVIATIONS**

### **AQ107.1 General.**

ANSI—American National Standards Institute  
11 West 42nd Street  
New York, NY 10036

APSP—Association of Pool and Spa Professionals  
NSPI—National Spa and Pool Institute  
2111 Eisenhower Avenue  
Alexandria, VA 22314

ASCE—American Society of Civil Engineers  
1801 Alexander Bell Drive  
Reston, VA 98411-0700

ASTM—ASTM International  
100 Barr Harbor Drive  
West Conshohocken, PA 19428

UL—Underwriters Laboratories, Inc.  
333 Pfingsten Road  
Northbrook, IL 60062-2096

## **SECTION AQ108 REFERENCED STANDARDS**

### **AQ108.1 General.**

<u>ANSI/NSPI-3—99</u>	<u>Standard for Permanently Installed Residential Spas</u>	<u>AQ104.1</u>
<u>ANSI/NSPI-4—99</u>	<u>Standard for Above-ground/On-ground Residential Swimming Pools</u>	<u>AQ103.2</u>
<u>ANSI/NSPI-5—03</u>	<u>Standard for Residential In-ground Swimming Pools</u>	<u>AQ103.1</u>
<u>ANSI/NSPI-6—99</u>	<u>Standard for Residential Portable Spas</u>	<u>AQ104.2</u>
<b><u>ANSI/APSP</u></b>		

<u>ANSI/APSP-7—06</u>	<u>Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins</u>	<u>AQ106.1</u>
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### **ASCE**

<u>ASCE/SEI-24—05</u>	<u>Flood-resistant Design and Construction</u>	<u>AQ103.3</u>
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### **ASTM**

ASTM F 1346—91 (2003) Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools Spas and Hot Tubs AQ105.2, AQ105.5

UL

UL 2017—2000 Standard for General-purpose Signaling Devices and Systems—with revisions through June 2004 AQ105.2

..”

**Section 7.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by amending Article 3.09 titled “Energy Conservation Code”, to read as follows:

### **“ARTICLE 3.09 ENERGY CONSERVATION CODE**

#### **Sec. 3.09.001 Adopted**

The International Energy Conservation Code, 2015 edition, as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be applicable and binding.

#### **Sec. 3.09.002 Amendments**

*Section C102/R102; add Section C102.1.2 and R102.1.2 to read as follows:*

**C102.1.2 Alternative compliance.** A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

**R102.1.2 Alternative compliance.** A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and R403.3.3 respectively.

**Section C202 and R202; add the following definition:**

**PROJECTION FACTOR.** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom

of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

**Section R202; add the following definition:**

**DYNAMIC GLAZING.** Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

**Table R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT; Amend by changing the WOOD FRAME WALL R-VALUE for CLIMATE ZONE 3 to read as follows:**

~~20 or 13~~<sup>5</sup> **13**

**Table R402.1.4 EQUIVALENT U-FACTORS; Amend by changing the WOOD FRAME WALL U-FACTOR for CLIMATE ZONE 3 to read as follows:**

~~0.060~~ **0.082**

**Section R402.3.2 Glazed fenestration SHGC; amend by adding a paragraph and table following the exception to read as follows:**

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

**Table R402.3.2 SHGC Multipliers for Permanent Projections <sup>a</sup>**

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0 - 0.10	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

<sup>a</sup> North oriented means within 45 degrees of true north.

**Section R402.4.1.2 Testing; modify the first paragraph to read as follows:**



R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in ~~Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8.~~ {Remainder of text unchanged}

***R402.4.1.2 Testing; Add a last paragraph to read as follows:***

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

***R403.3.3 Duct Testing (Mandatory) Add a last paragraph to read as follows:***

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

***Section C402.2.7/R402.2; Add Section C402.2.9 and R402.2.14 to read as follows:***

**Section C402.2.7/R402.2.14 Insulation installed in walls.** To ensure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting or other equivalent material approved by the building official.

***Section R405.6.2; add the following sentence to the end of paragraph:***

Acceptable performance software simulation tools may include, but are not limited to, REM Rate<sup>TM</sup>, Energy Gauge and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

***TABLE R406.4 MAXIMUM ENERGY RATING INDEX; amend to read as follows:***

**TABLE R406.4<sup>1</sup>  
MAXIMUM ENERGY RATING INDEX**

<b>CLIMATE ZONE</b>	<b>ENERGY RATING INDEX</b>
<b>3</b>	<b>65</b>

<sup>1</sup> This table is effective until August 31, 2019.

**TABLE R406.4<sup>2</sup>  
MAXIMUM ENERGY RATING INDEX**

<b>CLIMATE ZONE</b>	<b>ENERGY RATING INDEX</b>
<b>3</b>	<b>63</b>

<sup>2</sup> The table is effective from September 1, 2019 to August 31, 2022.

**TABLE R406.4<sup>3</sup>**  
**MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	59

<sup>3</sup> This table is effective on or after September 1, 2022.

...”

**Section 8.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by amending Article 3.10 titled “Fuel Gas Code”, to read as follows:

**“ARTICLE 3.10 FUEL GAS CODE**

**Sec. 3.10.001            Adopted**

The International Fuel Gas Code, 2015 edition as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be applicable and binding.

**Sec. 3.10.002            Amendments**

***Section 101.2***

*Local amendments to Section 101.2 may be necessary to correspond with the State Plumbing Licensing Law.*

***Section 102.2; add an exception to read as follows:***

**Exception:** Existing dwelling units shall comply with Section 621.2.

***Section 102.8; change to read as follows:***

**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC Electrical Code shall mean the Electrical Code as adopted.

***Section 306.3; change to read as follows:***

**[M] 306.3 Appliances in attics.** Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the *appliance*. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), ~~and~~ or larger where such dimensions are not large enough to allow removal of the largest *appliance*. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

**Exceptions:**

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.
2. Where the passageway is not less than ... *{bulk of section to read the same}*.

***Section 306.5; change to read as follows:***

**[M] 306.5 Equipment and appliances on roofs or elevated structures.** Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, ~~an~~ a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 8-12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such *access* shall . . . *{bulk of section to read the same}*. . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope). ... *{bulk of section to read the same}*.

***Section 306.5.1; change to read as follows:***

**[M] 306.5.1 Sloped roofs.** Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall

be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

***Section 306; delete entire section***

***Section 401.5; add a second paragraph to read as follows:***

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING  
1/2 to 5 psi gas pressure  
Do Not Remove"

***Section 402.3; add an exception to read as follows:***

**Exception:** Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" ( 18 EHD).

***Section 404.12; change to read as follows:***

**404.12 Minimum burial depth.** Underground piping systems shall be installed a minimum depth of ~~12~~ 18 inches (~~305~~ 458 mm) top of pipe below grade, ~~except as provided for in Section 404.12.1.~~

***Section 406.1; change to read as follows:***

**406.1 General.** Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

***Section 406.4; change to read as follows:***

**406.4 Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

***Section 406.4.1; change to read as follows:***

**406.4.1 Test pressure.** The test pressure to be used shall be no less than 1 1/2 times the proposed maximum working pressure, but no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 1/2"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 1/2"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

***Section 406.4.2; change to read as follows:***

**406.4.2 Test duration.** Test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than thirty (30) minutes. (Delete remainder of section.)

***Section 409.1; add Section 409.1.4 to read as follows:***

**409.1.4 Valves in CSST installations.** Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

***Section 410.1; add a second paragraph and exception to read as follows:***

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

**Exception:** A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

*Section 621.2; add exception as follows:*

**621.2 Prohibited use.** One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

**Exception:** Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

...”

**Section 9.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by adding a new Article 3.20 titled “Existing Building Code”, to read as follows:

#### **“ARTICLE 3.20 EXISTING BUILDING CODE**

##### **Sec. 3.20.001          Adopted**

The International Existing Building Code, 2015 edition, as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be applicable and binding.

##### **Sec. 3.20.002          Amendments**

*Section 102.4; change to read as follows:*

[A] **102.4 Referenced codes and standards.** The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

*Section 202; amend definition of Existing Building as follows:*

**Existing Building** - A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; or a change of occupancy.

*Section 405.1.2, 405.1.3, 405.1.4; change to read as follows:*

**405.1.2 Existing fire escapes.** Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

*Section 405.1.3; delete entire section:*

~~**405.1.3 New fire escapes.** New fire escapes for existing buildings shall be permitted only where exterior stairways cannot be utilized due to lot lines limiting stairway size or due to the sidewalks, alleys or roads at grade level. New fire escapes shall not incorporate ladders or access by windows.~~

*Section 406.2; change to read as follows:*

**Replacement window opening control devices.** In Group R-2 or R-3 buildings containing dwelling units, window opening control devices complying with ASTM F 2090 shall be installed where an existing window is replaced and where all of the following apply to the replacement window. . .

The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the minimum net clear opening area of the window unit to less than the area required by Section ~~1029.2~~ 1030.2 of the International Building Code.

*Remainder unchanged*

*Section 406.3; change to read as follows:*

**406.2 Replacement window emergency escape and rescue openings.** Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.5 of the International Building Code provided the replacement window meets the following conditions:

*Remainder unchanged*

*Section 408.3; delete*

***Section 409.1 add an exception to read as follows:***

**Exception:** Moved historic buildings need not be brought into compliance with the exception of new construction features required as the result of such movement, including but not limited to foundations and/or other structural elements.

***Section 410.1; add exception to read as follows:***

**Exception:** Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

***Section 410.4.2; Add Number 7 to the list of requirements as follows:***

7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.

***Section 601.3; delete***

***Section 602.3; add code reference to read as follows:***

**602.3 Glazing in hazardous locations.** Replacement glazing in hazardous locations shall comply with the safety glazing requirements of the *International Building Code*, *International Energy Conservation Code*, or *International Residential Code* as applicable.

***Section 606.2.4; delete***

***Section 607.1; add a code reference to read as follows:***

**607.1 Material.** Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

***Section 701.3; delete:***

***Section 702.6; add a code reference to read as follows:***

**702.6 Materials and methods.** All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, *National Electrical Code*, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

***Section 802.1; add a code reference to read as follows:***

**802.1 General.** *Alteration* of buildings classified as special use and occupancy as described in



Chapter 4 of the *International Building Code* shall comply with the requirements of Section 801.1 and the scoping provisions of Chapter 1 where applicable.

***Section 803.5.1; Exception; change to read as follows:***

**803.5.1 Minimum requirement.** Every portion of a floor, ~~such as a balcony or a loading dock, that is more than 30 inches (762 mm) above the floor or grade below open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are~~ and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

***Section 804.1; add sentence to read as follows:***

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

***Section 804.2.2, Number 2; change Exception to read as follows:***

**Exception:** ~~If~~ Where the building does not have sufficient municipal water supply for design of a fire sprinkler system available to the floor without installation of a new fire pump, fire sprinkler protection shall not be required ~~work areas shall be protected by an automatic smoke detection system throughout all occupiable spaces other than sleeping units or individual dwelling units that activates the occupant notification system in accordance with Sections 907.4, 907.5 and 907.6 of the~~ *International Building Code*.

***Section 804.2.5; change Exception to read as follows:***

**Exception:** Supervision is not required where the Fire Code does not require such for new construction. ~~for the following:~~

1. ~~Underground gate valve with roadway boxes.~~
2. ~~Halogenated extinguishing systems.~~
3. ~~Carbon dioxide extinguishing systems.~~
4. ~~Dry and wet chemical extinguishing systems.~~
5. ~~Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided.~~

***Section 804.3; change section to read as follows:***

**804.3 Standpipes.** Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.  
{Delete rest of Section 804.3.}

**Section 805.2; Remove Exception #1**

Exception 1. ~~Where the work area and the means of egress serving it complies with NFPA101.~~

**Section 805.3.1.1; delete #4**

4. ~~In Group R-4 Occupancies, the maximum occupant load excluding staff is 16.~~

**Section 805.3.1.2; add change to read as follows:**

**805.3.1.2 Fire Escapes required.** For other than Group I-2, where more than one exit is required an existing ~~or newly constructed~~ fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

**Section 805.3.1.2.1; add change to read as follows:**

**805.3.1.2.1 Fire Escape access and details - ...**

2. Access to a ~~new~~ fire escape shall be through a door...
3. ***Strike whole section***
5. In all building of Group E occupancy up to and including the 12<sup>th</sup> grade, building of Group I occupancy, ~~rooming~~ boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

**Section 805.3.1.2.2; delete entire section.**

~~**805.3.1.2.2 Construction.** The fire escape shall be designed to support a live load of 100 pounds per square foot (4788 Pa) and shall be constructed of steel or other approved noncombustible materials. Fire escapes constructed of wood not less than nominal 2 inches (51mm) thick are permitted on buildings of Type V construction. Walkways and railings located over or supported by combustible roofs in buildings of Types III and IV construction are permitted to be of wood not less than nominal 2 inches (51mm) thick.~~

**Section 805.3.1.2.3; delete entire section.**

~~**805.3.1.2.3 Dimensions.** Stairways shall be at least 22 inches (559 mm) wide with risers not more than, and treads not less than, 8 inches (203 mm). Landings at the foot of stairways shall be not less than 40 inches (1016 mm) wide by 36 inches (914 mm) long and located not more than 8 inches (203 mm) below the door.~~

**Section 805.5.2 Transoms Add note to read as follows:**

*B and E occupancies are not included in the list and consideration should be given to adding them depending on existing buildings stock.*

***Section 806.2; add an exception to read as follows:***

**Exception:** Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

***Section 904.1; add sentence to read as follows:***

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

***Section 904.1; add sentence to read as follows:***

**904.1.1 High-rise buildings.** An automatic sprinkler system shall be provided in work areas of ~~where the high-rise buildings has a sufficient municipal water supply for the design and installation of an automatic sprinkler system at the site.~~

***Section 1103.5; delete***

***Section 1201.4; delete***

***Section 1302.7; delete***

***Section 1401.2; change to read as follows:***

**1401.2 Applicability.** Structures existing prior to ~~{ DATE TO BE INSERTED BY THE JURISDICTION. Note: it is recommended that this date coincide with the effective date of building codes within the jurisdiction }~~ the date of an approved final inspection issued under a code edition which is at least two published code editions preceding the currently adopted building code; or a change of occupancy. {rest of section un-changed}.

***Section 1401.3.2; change to read as follows:***

**1401.3.2 Compliance with other codes.** Buildings that are evaluated in accordance with this section shall comply with the *International Fire Code* ~~and *International Property Maintenance Code*.~~

***Chapter 16 – Referenced Standards; change to read as follows:***

IECC—15 Edition as adopted by the State of Texas International Energy Conservation Code®. .  
301.2, 702.6, 708.1, 811.1, 908.1

...

**Section 10.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by adding a new Article 3.21 titled “Swimming Pool and Spa Code”, to read as follows:

## **“ARTICLE 3.21 SWIMMING POOL AND SPA CODE**

### **Sec. 3.21.001 Adopted**

The International Existing Building Code, 2015 edition, as published by the International Code Council, is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such code shall be applicable and binding.

### **Sec. 3.21.002 Amendments**

#### **Section 102.9; Change to read as follows:**

**Section 102.9 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to;

1. Texas Department of State Health Services (TDSHS); *Standards for Public Pools and Spas*; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two family dwellings).
2. Texas Department of Licensing and Regulation (TDLR); *2012 Texas Accessibility Standards (TAS)*, TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242*. (TAS rules do not apply to pools serving one- and two family dwellings).

**Exception:** Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

#### **Section 103.1; Change to read as follows:**

**Section 103.1 Creation of enforcement agency.** ~~The Department of Building Safety~~ City of Lucas Development Services Department is hereby created and the official in charge thereof shall be known as the *code official*. ~~The City of Lucas Development Services Department is hereby created and the official in charge thereof shall be known as the *code official* for operation and maintenance of any public swimming pool in accordance this code, local and state law.~~

#### **Section 107.4; Delete entirely (covered by general provisions in Code of Ordinances):**

**107.4 Violation penalties.** ~~Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair an aquatic vessel in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

**107.5; Change to read as follows:**

**107.5 Stop work orders.** Upon notice from the code official, work on any system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this code. ~~liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~

**Section 202; DEFINITIONS; insert definition; change to read as follows:**

The City of Lucas Development Services Department regulates the operation of public pools. Routine inspections on pools and spas open to the public are conducted to document compliance with the standards set forth in State law.

**Section 305; Change to read as follows:**

**305.1 General.** The provisions of this section shall apply to the design of *barriers* for all *aquatic vessels*

These design controls are intended to provide protection against the potential drowning and near drowning by restricting access to such vessels. These requirements provide an integrated level of protection against potential drowning through the use of physical barriers and warning devices.

**Exceptions:**

1. In One- and two-family dwellings spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.
2. In One- and two-family dwellings swimming pools with a *powered safety cover* that complies with ASTM F 1346.

**Section 305.2; Change to read as follows:**

**305.2 Outdoor swimming pools and spas.** All outdoor *aquatic vessels* and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7 and in

accordance with the Texas Administrative Code, Texas Health and Safety Code 757 for public pools.

**Add subsection 305.2.7.1: to read as follows:**

**305.2.7.1 Chain link fencing prohibited.** Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

**Section 305.4 structure wall as a barrier. Changes as follows:**

**305.4 Structure wall as a barrier.** Where a wall ~~of a dwelling or structure~~ of a one and two family dwelling or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Unchanged
2. Unchanged
3. Unchanged

The wall of a building with windows in accordance with 2015 International Building Code, Section 1030 in a Group R2 occupancies shall not be used as part of pool enclosure. Other windows that are part of a pool yard enclosure shall be permanently closed and unable to be opened for public pools.

**Section 305.6: Change to read as follows:**

**305.6 Natural barriers used in a one and two family dwelling.** In the case where the vessel area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the vessel.

**Section 307.9 Accessibility. Add exception to Section to 307.9 as follows:**

**Exception:** Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

*(Reason: To accommodate buildings regulated under state law. Further clarified in 2015 to*

**Section 310: Change to read as follows:**

**310.1 General.** Suction entrapment avoidance for aquatic vessels shall be provided in accordance with APSP 7 or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190

*[Remainder unchanged]*

**Section 313.7: Change to read as follows:**

**313.7 Emergency shutoff switch for spas and hot tubs.** ~~An emergency shutoff switch shall be provided to disconnect all power to recirculation and jet system pumps and air blowers. Emergency shutoff switches shall be: provided with access; located within sight of the aquatic vessel and located not less than 5 feet (5') horizontally from the inside walls of the aquatic vessel. A clearly labeled emergency shutoff or control switch for the purpose of stopping the motor(s) that provide power to the recirculation system and jet system shall be installed at a point readily accessible to the users and not less than 1.5 m (5 ft.) away, adjacent to, and within sight of the spa or hot tub. This requirement shall not apply to one and two family dwellings.~~

**Exception:** Onground storable and permanent inground residential swimming pools.

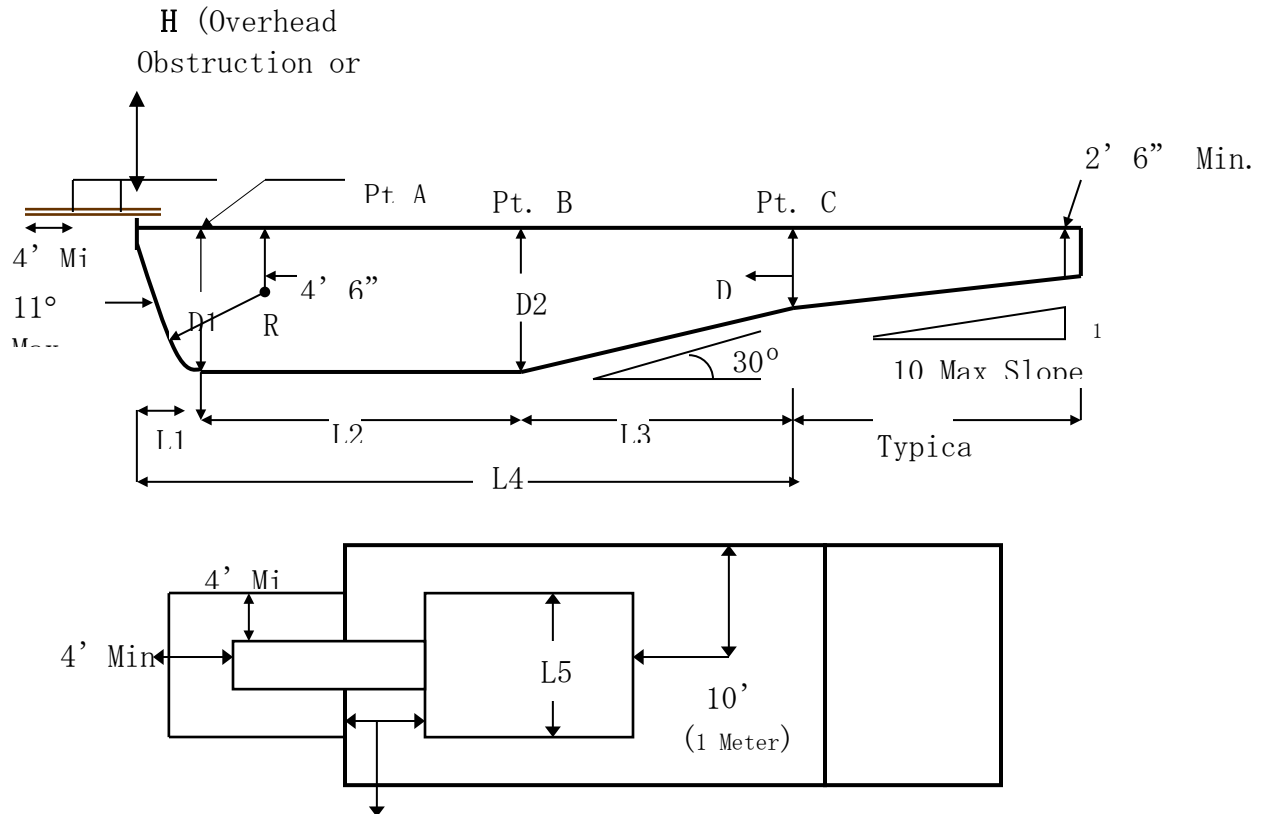
**Section 402.12; Change to read as follows:**

**402.12 Water envelopes.** The minimum diving water envelopes shall be in accordance with Table 402.12

**Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6).** (Delete Table 402.12 and Figure 402.12)

ADD: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plumbet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plumbet to Adjacent Plumbet	10 ft.	10 ft.	10 ft.



**Section 402.13: Change to read as follows:**

**402.13 Ladders for diving equipment.** Ladders shall be provided with two grab rails or two handrails. There shall be a uniform distance between ladder treads, with a 7 inch (178 mm minimum) distance and 12 inch (305 mm) maximum distance. Supports, platforms, steps, and ladders for diving equipment shall be designed to carry the anticipated loads. Steps and ladders shall be of corrosion-resistant material, easily cleanable and with slip-resistant tread;

**Exception:** The distance between treads for the top and bottom riser can vary.

**Section 411.2.1 & 411.2.2: Change to read as follows:**

**411.2.1 Tread dimensions and area.** Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches, not be less than 24 inches (607mm) at the leading edge. Treads shall have an unobstructed surface area of not less than 240 square inches (154838mm<sup>2</sup>) and an unobstructed horizontal depth of not less than 10 inches (254 mm) at the center line.

**411.2.2 Risers.** Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero except for the bottom riser, shall have a uniform height of not greater than 12 inches (305 mm) measured at the center line. The bottom riser height is allowed to vary to the floor.



**Section 411.5.1 & 411.5.2: Change to read as follows:**

**411.5.1 Swimouts.** Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface

**411.5.2 Underwater seats and benches.** Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
6. Unchanged
7. Unchanged

**Section 603.2: Change to read as follows:**

**603.2 Class D-2 pools.** ~~Where a Class D-2 pool has a bather-accessible depth greater than 4 1/2 feet (1372 mm), the floor shall have a distinctive marking at the 4 1/2 feet (1372 mm) water depth.~~

**Class A and B pools:** Class A and B pools over 5 feet deep: the transition point of the pool from the shallow area to the deep area of the pool shall be visually set apart with a 4-inch minimum width row of floor tile, a painted line, or similar means using a color contrasting with the bottom; and a rope and float line shall be provided between 1 foot and 2 feet on the shallow side of the 5-foot depth along and parallel to this depth from one side of the pool to the other side. The floats shall be spaced at not greater than 7-foot intervals; and the floats shall be secured so they will not slide or bunch up. The stretched float line shall be of sufficient size and strength to offer a good handhold and support loads normally imposed by users. If the owner or operator of the pool knows or should have known in the exercise of ordinary care that a rope or float is missing, broken, or defective, the problem shall be promptly remedied

**Section 610.5.1: Change to read:**

**610.5.1 Uniform height of 9-10 inches.** Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 9-10 inches (229-254 mm). The bottom riser height shall be permitted to vary from the other risers.

**Section 804 Diving Water Envelopes: Change to read as follows:**

Section 804.1 General. The minimum diving water envelopes shall be in accordance with ~~Table 804.1 and Figure 804.1. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in table 804.1~~ the manufacturer's specifications.

...”

**Section 11.** That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 5 titled “Fire Protection and Prevention”, by amending Article 5.03 titled “Fire Code” by adopting the 2015 Edition of the International Fire Code and Appendices A-I, and the latest edition of the National Fire Protection Association Standard I, to read as follows:

## **“CHAPTER 5**

### **FIRE PREVENTION AND PROTECTION**

...

#### **ARTICLE 5.03 FIRE CODE**

##### **Sec. 5.03.001 Adopted**

There is hereby adopted by the City of Lucas, Texas, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, the certain Codes and Standards known as the International Fire Code, 2015 Edition, including Appendices A-I, and the latest edition of the National Fire Protection Association Standard 1. Unless deleted, amended, expanded or otherwise changed herein, all provisions of the Code shall be fully applicable and binding. Save and except Section 903.2 of the 2003 International Fire Code which remains unchanged to require the installation of automatic sprinkler systems throughout all levels of new Group A, B, E, F, H, I M, R, S and Commercial U occupancies. A copy of said Fire Code and Standards is now filed in the office of the city secretary, and is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Lucas and within 5,000 feet thereof, where specified therein.

##### **Sec. 5.03.002 Amendments**

The provisions of the International Fire Code, 2015 Edition, as adopted herein, are hereby amended as follows:

***Section 102.1; change #3 to read as follows:***

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

*Section 105.3.3; change to read as follows:*

**105.3.3 Occupancy Prohibited before Approval.** The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

*Section 105.7; add Section 105.7.19 to read as follows:*

**105.7.19 Electronic access control systems.** Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

*Section 202; amend and add definitions to read as follows*

**[B] AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers

- Procedures involving sedation

-Sedation dentistry

- Surgery centers

- Colonic centers

- Psychiatric centers

**[B] ATRIUM.** An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

**[B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

**FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when

required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

**FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, ~~or detonation~~, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein. ... *{remainder of text unchanged}*...

**HIGH-PILED COMBUSTIBLE STORAGE:** *add a second paragraph to read as follows:*

Any building classified as a group S Occupancy or Speculative Building exceeding 12,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

**HIGH-RISE BUILDING.** A building with an occupied floor located more than ~~75~~ 55 feet (~~22 860~~ 16 764 mm) above the lowest level of fire department vehicle access.

**REPAIR GARAGE.** A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

**SELF-SERVICE STORAGE FACILITY.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

**STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

**UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

**Section 307.1.1; change to read as follows:**

**307.1.1 Prohibited Open Burning.** Open burning ~~shall be prohibited~~ that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

*Section 307.2; change to read as follows:*

**307.2 Permit Required.** A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning-a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

*Section 307.3; change to read as follows:*

**307.3 Extinguishment Authority.** ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

*Section 307.4; change to read as follows:*

**307.4 Location.** The location for open burning shall not be less than ~~50 300~~ feet (~~15-240 91 440~~ mm) from any structure, and provisions shall be made to prevent the fire from spreading to within ~~50 300~~ feet (~~15-240 91 440~~ mm) of any structure.

Exceptions: {No change.}

*Section 307.4.3, Exceptions: add exception #2 to read as follows:*

**Exceptions:**

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

*Section 307.4.4 and 5; add section 307.4.4 and 307.4.5 to read as follows:*

**307.4.4 Permanent Outdoor Firepit.** Permanently installed outdoor firepits for recreational fire

purposes shall not be installed within 10 feet of a structure or combustible material.

**Exception:** Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

**307.4.5 Trench Burns.** Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

*Section 307.5; change to read as follows:*

**307.5 Attendance.** Open burning, trench burns, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... {Remainder of section unchanged}

*Section 308.1.4; change to read as follows:*

**308.1.4 Open-flame Cooking Devices.** ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

**Exceptions:**

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs (2 containers).
3. {No change.}

*Section 308.1.6.2, Exception #3; change to read as follows:*

**Exceptions:**

3. Torches or flame-producing devices in accordance with Section 308.4 308.1.3.

*Section 308.1.6.3; change to read as follows:*

**308.1.6.3 Sky Lanterns.** A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating devices containing an open flame or other heat source, such as but not limited to a sky lantern.

**311.5 Placards.** ~~Any~~ The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code

relating to structural or interior hazards, ~~shall be marked~~ as required by Section 311.5.1 through 311.5.5.

*(Note that prior amendment to Section 401.9 in the 2012 IFC recommended amendments has been relocated to Section 901.6.3 as a more appropriate location for the requirement.)*

**Section 403.5; change Section 403.5 to read as follows:**

**403.5 Group E Occupancies.** An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

**Section 404.2.2; add Number 4.10 to read as follows:**

4.10 Fire extinguishing system controls.

**Section 405.4; change Section 405.4 to read as follows:**

**405.4 Time.** The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

**Section 501.4; change to read as follows:**

**501.4 Timing of Installation.** When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

**Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed pathway around the external walls of the structure.

**Section 503.2.1; change to read as follows:**

**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm)~~ 7315 mm, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

**Exception:** Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

***Section 503.2.2; change to read as follows:***

**503.2.2 Authority.** The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

***Section 503.2.3; change Section 503.2.3 to read as follows:***

**503.2.3 Surface.** Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

***Section 503.3; change to read as follows:***

**503.3 Marking.** ~~Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE~~ Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

**(1) Striping** – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

**(2) Signs** – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

***Section 503.4; change to read as follows:***

**503.4 Obstruction of Fire Apparatus Access Roads.** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.



***Section 505.1; change to read as follows:***

**505.1 Address Identification.** New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~4 inches (102 mm)~~ 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

**Exception:** R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

***Section 507.4; change to read as follows:***

**507.4 Water Supply Test Date and Information.** The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

***\*\*Section 507.5.4; change to read as follows:***

**507.5.4 Obstruction.** Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

*Section 509.1.2; add new Section 509.1.2 to read as follows:*

**509.1.2 Sign Requirements.** Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

*Section 603.3.2.1, Exception; change exception to read as follows:*

**Exception:** The aggregate capacity limit shall be permitted to be increased to 3,000 gallons (11,356 L) in accordance with all requirements of Chapter 57. of Class II or III liquid for storage in protected above-ground tanks... *{Delete remainder of Exception}*

*Section 603.3.2.2; change to read as follows:*

**603.3.2.2 Restricted Use and Connection.** Tanks installed in accordance with Section 603.3.2 shall be used only to supply fuel oil to fuel-burning ~~or generator~~ equipment installed in accordance with Section 603.3.2.4. Connections between tanks and equipment supplied by such tanks shall be made using closed piping systems.

*Section 604; change and add to read as follows:*

**604.1.1 Stationary Generators.** Stationary emergency and standby power generators required by this code shall be *listed* in accordance with UL 2200.

**604.1.2 Installation.** Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

**604.1.3 through 604.1.8** *{No changes to these sections.}*

**604.1.9 Critical Operations Power Systems (COPS).** For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

**604.2 Where Required.** Emergency and standby power systems shall be provided where required by Sections 604.2.1 through ~~604.2.16~~ 604.2.24 or elsewhere identified in this code or any other referenced code.

**604.2.1 through 604.2.3** *{No change.}*

**604.2.4 Group A occupancies. Emergency Voice/alarm Communications Systems.** Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.20 and 914.2.3

Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special Amusement Buildings, Section 907.2.12.3  
High-rise Buildings, Section 907.2.13  
Atriums, Section 907.2.14  
Deep Underground Buildings, Section 907.2.19

**604.2.5 through 604.2.11** {No change.}

**604.2.12 Means of Egress Illumination.** Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

**604.2.13 Membrane Structures.** Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6.1. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

**604.2.14** {No change.}

**604.2.15 Smoke Control Systems.** Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410.3.7.2

Special Amusement Buildings (as applicable to Group A's), *International Building Code*, Section 411.1

Smoke Protected Seating, Section 1029.6.2.1

**604.2.17 Covered and Open Mall Buildings.** Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.3.

**604.2.18 Airport Traffic Control Towers.** A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

**604.2.19 Smokeproof Enclosures and Stair Pressurization Alternative.** Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

**604.2.20 Elevator Pressurization.** Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

**604.2.21 Elimination of Smoke Dampers in Shaft Penetrations.** Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

**604.2.22 Common Exhaust Systems for Clothes Dryers.** Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, Item 7.

**604.2.23 Hydrogen Cutoff Rooms.** Standby power shall be provided for mechanical ventilation

and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.8.

**604.2.24 Means of Egress Illumination in Existing Buildings.** Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

**604.3 through 604.7** {No change.}

**604.8 Energy Time Duration.** Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

**Exception:** Where the system is supplied with natural gas from a utility provider and is approved.

*Section 609.2; change to read as follows:*

**609.2 Where Required.** A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including but not limited to cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the fire code official.

**Exceptions:**

1. Tents, as provided for in Chapter 31.
2. {No change to existing Exception.}

Additionally, fuel gas and power provided for such cooking appliances shall be interlocked with the extinguishing system, as required by Section 904.12.2. Fuel gas containers and piping/hose shall be properly maintained in good working order and in accordance with all applicable regulations.

*Section 704.1; change to read as follows:*

**704.1 Enclosure.** Interior vertical shafts including, but not limited to, stairways, elevator hoistways, service and utility shafts, that connect two or more stories of a building shall be enclosed or protected in accordance with the codes in effect at the time of construction but, regardless of when constructed, not less than as required in Chapter 11. New floor openings in existing buildings shall comply with the *International Building Code*.

*Section 807.3; change to read as follows:*

**807.3 Combustible Decorative Materials.** ~~In other than Group I-3~~ In occupancies in Groups A, E, I, and R-1, and dormitories in Group R-2, curtains, draperies, fabric hangings and other similar combustible decorative materials suspended from walls or ceilings shall comply with Section 807.4 and shall not exceed 10 percent of the specific wall or ceiling area to which they are attached.

*Section 807.5.2.2 and 807.5.2.3; change to read as follows:*

**807.5.2.2 Artwork in Corridors.** Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

**Exception:** Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

**807.5.2.3 Artwork in Classrooms.** Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

*Section 901.6.1; add Section 901.6.1.1 to read as follows:*

**901.6.1.1 Standpipe Testing.** Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a

minimum.

6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

***Section 901.6.3; add Section 901.6.3 to read as follows:***

**901.6.3 False Alarms and Nuisance Alarms.** False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

***Section 901.7; change to read as follows:***

**901.7 Systems Out of Service.** Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {remaining text unchanged}

***Section 901.8.2; change to read as follows:***

**901.8.2 Removal of ~~existing~~ Occupant-use Hose Lines.** The *fire code official* is authorized to permit the removal of ~~existing~~ occupant-use hose lines and hose valves where all of the following conditions exist:

1. ~~Installation is not required by this code or the *International Building Code*.~~
2. The hose line(s) would not be utilized by trained personnel or the fire department.
3. ~~† If the remaining outlets~~ occupant-use hose lines are removed, but the hose valves are required to remain as per the fire code official, such shall be ~~are~~ compatible with local fire department fittings.

***Section 903.1.1; change to read as follows:***

**903.1.1 Alternative Protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and, or as~~ approved by the *fire code official*.

***Section 903.2 “Automatic Sprinkler Systems”; delete in its entirety and replace with Section 903.2, 2003 International Fire Code which remains unchanged, to read as follows:***

903.2 Where required. An automatic sprinkler system shall be installed throughout all levels of new group A, B, E, F, H, I, M, R, S and commercial U occupancies of more than zero (0) square feet in accordance with section 903 of the 2003 IFC as amended by the City of Lucas, TX and referenced standards.

Unless otherwise required by the code, the following exceptions apply:

Exceptions:

1. Gazebos.
2. Independent restroom buildings associated with golf courses, parks and similar uses.
3. Stand alone guardhouses for residential and commercial developments, not to exceed 200 square feet.
4. Detached S occupancies (accessory type structures) in commercial, with limitations to type of storage and occupancy. Commercial detached type S limited to no sprinklers required in low hazard storage, with no occupancy, and with no a/c space and must be subordinate to main structure.
5. Detached noncombustible carports for commercial developments with less than 15,000 square feet (1,394 m<sup>2</sup>) covered parking.
6. Fuel dispensing canopies not exceeding 1,500 square feet (139 m<sup>2</sup>).
7. Sprinklers in buildings under 4,000 square feet (377 m<sup>2</sup>) with an occupancy load less than 20 may install a 13R system.
8. Special use noncombustible structures as approved by the AHJ.

Alterations or Repairs.

- (1) An automatic sprinkler system shall be provided in any existing building of any size area or occupancy altered or repaired after the effective date of this ordinance where 50% or greater of either the square footage or the assessed value of the improvements.

Exception: A single-family dwelling need not be equipped with an automatic sprinkler system when remodeled.

- (2) An automatic sprinkler system shall be provided in any existing building of any size area or occupancy which undergoes a change of occupancy.

*Section 903.2.9; add Section 903.2.9.3 to read as follows:*

**903.2.9.3 Self-Service Storage Facility.** An automatic sprinkler system shall be installed throughout all self-service storage facilities.

*Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:*

**903.2.11.3 Buildings ~~55~~ 35 feet or more in height.** An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more,~~ other than penthouses in compliance with Section 1510 of the *International Building Code*, located ~~55 35 feet (16 764 10 668 mm)~~ or more above the lowest level of fire department vehicle access, measured to the finished floor.

**Exceptions:**

~~1. Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.~~

~~2. Occupancies in Group F-2.~~

**903.2.11.7 High-Piled Combustible Storage.** For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

**903.2.11.8 Spray Booths and Rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

**903.2.11.9 Buildings Over 6,000 sq. ft.** An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

**Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code*.

*Section 903.3.1.1.1; change to read as follows:*

**903.3.1.1.1 Exempt Locations.** When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ...{text unchanged}... because it



is damp, of fire-resistance-rated construction or contains electrical equipment.

7. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
8. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
9. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- ~~10. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
11. ~~Fire service access~~ Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

{Delete.}

**Section 903.3.1.2.3; add section to read as follows:**

**[F] Section 903.3.1.2.3 Attics and Attached Garages.** Sprinkler protection is required in attic spaces of such buildings two or more stories in height, in accordance with NFPA 13 and or NFPA 13R requirements, and attached garages.

**Section 903.3.1.3; change to read as follows:**

**903.3.1.3 NFPA 13D Sprinkler Systems.** *Automatic sprinkler systems* installed in one- and two-family *dwelling*s; Group R-3; Group R-4 Condition 1 and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

**Section 903.3.1.4; add to read as follows:**

**[F] 903.3.1.4 Freeze protection.** Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

**903.3.1.4.1 Attics.** Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

**Exception:** Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

4. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
5. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
6. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

**903.3.1.4.2 Heat trace/insulation.** Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*Section 903.3.5; add a second paragraph to read as follows:*

[F] Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

*Section 903.4; add a second paragraph after the exceptions to read as follows:*

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*Section 903.4.2; add second paragraph to read as follows:*

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*Section 905.2; change to read as follows:*

**905.2 Installation Standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

*Section 905.3; add Section 905.3.9 and exception to read as follows:*

**905.3.9 Buildings Exceeding 10,000 sq. ft.** In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

**Exceptions:**

3. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.
4. R-2 occupancies of four stories or less in height having no interior corridors.

*Section 905.4, change Items 1, 3, and 5, and add Item 7 to read as follows:*

1. In every required ~~interior~~-exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

**Exception:** Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {No change to rest.}

4. {No change.}

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.

6. {No change.}

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

*Section 905.9; add a second paragraph after the exceptions to read as follows:*

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*Section 907.1; add Section 907.1.4 and 907.1.4.1 to read as follows:*

**907.1.4 Design Standards.** Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

*Section 907.2.1; change to read as follows:*

**907.2.1 Group A.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the having an occupant load due to the assembly occupancy is of 300 or more persons or more than 100 persons~~ above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

**Exception:** {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

***Section 907.2.3; change to read as follows:***

**907.2.3 Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. *An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.*

**Exceptions:**

2. {No change.}

1.1.Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

***Section 907.2.13, Exception 3; change to read as follows:***

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

***Section 907.4.2; add Section 907.4.2.7 to read as follows:***

**907.4.2.7 Type.** Manual alarm initiating devices shall be an approved double action type.

***Section 907.6.1; add Section 907.6.1.1 to read as follows:***

**907.6.1.1 Wiring Installation.** All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

***Section 907.6.3; delete all four Exceptions.***

***Section 907.6.6; – add sentence at end of paragraph to read as follows:***

[F] See 907.6.3 for the required information transmitted to the supervising station.

*Section 909.22; add to read as follows:*

**909.22 Stairway or Ramp Pressurization Alternative.** Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

**[F] 909.22.1 Ventilating equipment.** The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

**909.22.1.1 Ventilation Systems.** Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

**Exceptions:**

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

**909.21.1.2 Standby Power.** Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

**909.22.1.3 Acceptance and Testing.** Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

*Section 910.2; change Exception 2. and 3.to read as follows:*

- [F] 2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of  $50(m \cdot S)^{1/2}$  or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

*Section 910.2; add subsections 910.2.3 with exceptions to read as follows:*

**910.2.3 Group H.** Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m<sup>2</sup>) in single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

*Section 910.3; add section 910.3.4 to read as follows:*

**910.3.4 Vent Operation.** Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

[F] **910.3.4.1 Sprinklered buildings.** Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

**Exception:** Manual only systems per Section 910.2.

**910.3.4.2 Nonsprinklered Buildings.** Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

**Exception:** Listed gravity-operated drop out vents.

*Section 910.4.3.1; change to read as follows:*

**910.4.3.1 Makeup Air.** Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m<sup>2</sup> per 0.4719 m<sup>3</sup>/s) of smoke exhaust.

*Section 910.4.4; change to read as follows:*

**910.4.4 Activation.** The mechanical smoke removal system shall be activated ~~by manual controls only~~ automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided.

**Exception:** Manual only systems per Section 910.2.

*Section 912.2; add Section 912.2.3 to read as follows:*

**912.2.3 Hydrant Distance.** An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

*Section 913.2.1; add second paragraph and exception to read as follows:*

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

**Exception:** When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

*Section 914.3.1.2; change to read as follows:*

**914.3.1.2 Water Supply to required Fire Pumps.** In buildings that are more than ~~420~~ 120 feet (128 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than

two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

**Exception:** {No change to exception.}

**Section 1006.2.2.6; add a new Section 1006.2.2.6 as follows:**

**1006.2.2.6 Electrical Rooms.** For electrical rooms, special exiting requirements may apply. Reference the Electrical Code as adopted.

***Section 1009.1; add the following Exception 4:***

**Exceptions:**

*{previous exceptions unchanged}*

4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009.

***Section 1010.1.9.4 Bolt Locks; change Exceptions 3 and 4 to read as follows:***

**Exceptions:**

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. *{Remainder unchanged}*
4. Where a pair of doors serves a Group A, B, F, M or S occupancy *{Remainder unchanged}*

***Section 1015.8 Window Openings; change number 1 to read as follows:***

1. Operable windows where the top of the sill of the opening is located more than ~~75 feet (22 860 mm)~~ 55 (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

***Section 1020.1 Construction; add Exception 6 to read as follows:***

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

**Section 1029.1.1.1; delete this section. Spaces under Grandstands and Bleachers:**



***Section 1031.2; change to read as follows:***

**1031.2 Reliability.** Required *exit accesses*, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~when the building area served by the means of egress is occupied~~. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

***Section 1103.3; add sentence to end of paragraph as follows:***

Provide emergency signage as required by Section 607.3.

***Section 1103.5; add Section 1103.5.1 to read as follows:***

**1103.5.1 Spray Booths and Rooms.** Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

**Section 1103.7; add Section 1103.7.8 and 1103.7.8.1 to read as follows:**

**1103.7.8 Fire Alarm System Design Standards.** Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

**Exception:** Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

**1103.7.8.1 Communication requirements.** Refer to Section 907.6.6 for applicable requirements.

***Section 2304.1; change to read as follows:***

**2304.1 Supervision of Dispensing.** The dispensing of fuel at motor fuel-dispensing facilities shall be ~~conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be~~ in accordance with Section 2204.3; the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

***Section 2401.2; delete this section.***

***Table 3206.2, footnote j; change text to read as follows:***

- j. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) <sup>1</sup>/<sub>2</sub> or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

***Section 3310.1; add sentence to end of paragraph to read as follows:***

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time at which construction has progressed beyond completion of the foundation of any structure.

***Section 5601.1.3; change to read as follows:***

**5601.1.3 Fireworks.** The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

**Exceptions:**

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. ~~2.~~ The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

***Section 5703.6; add a sentence to read as follows:***

**5703.6 Piping Systems.** Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

***Section 5704.2.9.5; change Section 5704.2.9.5 and add Section 5704.2.9.5.3 to read as follows:***

**5704.2.9.5 Above-ground Tanks Inside of Buildings.** Above-ground tanks inside of buildings shall comply with Section 5704.2.9.5.1 ~~and 5704.2.9.5.2~~ through 5704.2.9.5.3.

**5704.2.9.5.1** {No change.}

**5704.2.9.5.2** {No change.}

**5704.2.9.5.3 Combustible Liquid Storage Tanks Inside of Buildings.** The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section 5704.2.9.7 when all of the following conditions are met:

1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;
2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks;
3. The tanks shall be located in a room protected by an *automatic sprinkler system* complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an *approved* closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.

*Section 5704.2.11.4; add a sentence to read as follows:*

**5704.2.11.4 Leak Prevention.** Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 ~~and 5704.2.11.5.2~~ through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

*Section 5704.2.11.4.2; change to read as follows:*

**5704.2.11.4.2 Leak Detection.** Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

*Section 5704.2.11.4; add Section 5704.2.11.4.3 to read as follows:*

**5704.2.11.4.3 Observation Wells.** Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

*Section 6103.2.1; add Section 6103.2.1.8 to read as follows:*

**6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies.** Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch

assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

***Section 6104.2, Exception; add an exception 2 to read as follows:***

**Exceptions:**

1. {existing text unchanged}
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

***Section 6104.3; add Section 6104.3.2 to read as follows:***

**6104.3.2 Spas, Pool Heaters, and Other Listed Devices.** Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

**Exception:** Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

***Section 6107.4 and 6109.13; change to read as follows:***

**6107.4 Protecting Containers from Vehicles.** Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with ~~NFPA 58~~ Section 312.

**6109.13 Protection of Containers.** LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

~~**Exception:** Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

***{Applicable to those jurisdictions adopting Appendix B}***

***Table B105.2; change footnote a. to read as follows:***

a. The reduced fire-flow shall be not less than 1,000 1,500 gallons per minute.

...”

**Section 12.** All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

**Section 13.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**Section 14.** An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

**Section 15.** Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 16.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS,  
COLLIN COUNTY, TEXAS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

APPROVED:

\_\_\_\_\_  
Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(09-10-2019:TM110467)

\_\_\_\_\_  
Stacy Henderson, City Secretary



# City of Lucas Council Agenda Request September 19, 2019

Item No. 04

Requester: City Manager Joni Clarke

## **Agenda Item Request**

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Consider amending the existing agreement with Barnes Waste Disposal for solid waste collection and disposal services and increase the rate for basic, expanded and expanded plus service by \$0.78.

## **Background Information**

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Barnes Waste Disposal contracts with the North Texas Municipal Water District (NTMWD) landfill in Melissa for their disposal of waste collected at a rate of \$34.00 per ton. Beginning October 1, 2019, the NTMWD will be increasing their rates from \$34.00 per ton to \$38.00 per ton, an approximate 11.77% increase in the cost to dispose of waste collected by Barnes Waste Disposal.

On September 4, 2019 Barnes Waste Disposal notified the City of Lucas that landfill rates were increasing, and they would like to request the City Council to consider a rate increase for collection services for all Lucas residents in the amount to \$0.78.

Barnes Waste Disposal does not offer recycling services, and therefore, the City contracts with Republic Services for recycling services. City of Lucas residents pay an additional fee for recycling services at a rate of \$7.64 monthly.

The table below outlines current and proposed rates for curbside trash pickup only by Barnes Waste Disposal:

<b>Service Provided</b>	<b>Current Rate</b>	<b>Proposed Rate</b>
Basic Service	\$21.57 monthly	\$22.35 monthly
Expanded Service	\$26.50 monthly	\$27.28 monthly
Expanded Plus Service	\$31.43 monthly	\$32.21 monthly

The following cities offer curbside trash and recycling pickup services at the following rates:

<b>City</b>	<b>Basic Rate Trash/Recycling</b>	<b>Provider</b>
Allen	\$15.59 monthly	Community Waste Disposal
Fairview	\$21.20 monthly	Republic Services
Wylie	\$12.71 monthly	Community Waste Disposal
Parker	\$22.61 monthly	Republic Services
Plano	\$12.18 monthly	City of Plano



# City of Lucas Council Agenda Request September 19, 2019

Item No. 04

## **Attachments/Supporting Documentation**

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1. Email from Barnes Waste Disposal
2. Letter from NTMWD
3. Current Barnes Waste Disposal contract
4. Rate calculation

## **Budget/Financial Impact**

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The City will receive an additional \$0.09 per month per household served (2,317) totaling \$208.53 in franchise fees, and a portion of the sales tax received.

## **Recommendation**

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City staff is not in support of a rate increase.

## **Motion**

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I make a motion to approve/deny amending the existing agreement with Barnes Waste Disposal for solid waste collection and disposal services and increase the rate for basic, expanded and expanded plus service by \$0.78.



## Stacy Henderson

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**From:** Joni Clarke  
**Sent:** Thursday, September 05, 2019 8:18 AM  
**To:** Norman Barnes  
**Cc:** Liz Exum; Stacy Henderson  
**Subject:** RE: Request for rate increase for waste collection services

Good Morning Norman,

Our next City Council meeting is scheduled for September 19. Would that work for you? As you know, our meeting starts at 7:00 pm in the Council Chambers. Thanks for making us aware of the increase in waste disposal and I will place this request as an agenda item for September 19 unless you need an alternate date.

Joni Clarke  
City Manager  
Office 972.912.1212  
Cell 956.433.1272



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**From:** Norman Barnes <norman@barneswdi.com>  
**Sent:** Wednesday, September 04, 2019 9:39 PM  
**To:** Joni Clarke <jclarke@lucastexas.us>  
**Subject:** Request for rate increase for waste collection services

Good Morning Joni,

We would like to request for the city council to consider a rate increase for waste collection services for all residents in the City of Lucas.

On October 1, 2018 the City of Garland raised the rate to dispose of waste in their landfill from \$34.00 per ton to \$40.00 per ton, at that time we rearranged the collection routes to divert the waste from Lucas to the North Texas Municipal Water District (NTMWD) landfill in Melissa as there rate remained at \$34.00 per ton.

In a letter dated July 29, 2019 the NTMWD notified us of a rate increase for the disposal of waste at the Melissa landfill beginning October 1, 2019 raising the rate from \$34.00 per ton to \$38.00 per ton. A copy of the that letter is attached to this email.

This increase represents an 11.77% increase in the cost of disposing of waste in the NTMWD landfill.

***Our proposed increase is based on the following:***

Average monthly disposal cost for Lucas' waste	\$12,404
Multiplied by rate increase percentage of 11.77%	\$1,460 Increase per month
Divided by the number homes served (2268)	\$0.64 per household per month
Texas state and local sales tax of 8.25%	\$0.05 per month
City of Lucas franchise fee 15%	<u>\$0.10 per month</u>
<b>Total increase to residents of Lucas</b>	<b>\$0.79 per month</b>
Amount of increase paid to Barnes Waste Disposal, Inc.	\$0.64 per household per month

We look forward to discussing this proposal with you and the council at your earliest convenience.

Respectfully,  
Norman Barnes  
Vice President  
Barnes Waste Disposal, Inc.



*Regional. Reliable. Everyday.*

July 29, 2019

Dear Valued Customer:

The NTMWD strives to provide cost-effective environmentally compliant disposal services to our customers. However, periodically, a price increase is necessary to offset the increased cost of conducting all aspects of our business.

Therefore, effective October 1, 2019, pending approval of the FY 2019-2020 budget as proposed, the gate rate at the NTMWD 121 Regional Disposal Facility will increase by \$4.00 per ton to the new rate of \$38.00 per ton with a one ton minimum charge. The gate rate at the NTMWD Lookout Drive, Parkway, and Custer Road transfer stations will also increase by \$4.00 per ton to the new rate of \$52.00 per ton with a one ton minimum charge. All other charges at the landfill and transfer stations will remain the same.

NTMWD thanks you for your business and placement of your trust in us for your disposal needs.

Sincerely,

MIKE FRIESEN  
Solid Waste System Manager

/MF

STATE OF TEXAS           §  
                                     §     **SOLID WASTE COLLECTION AND**  
                                     §     **DISPOSAL AGREEMENT**  
COUNTY OF COLLIN     §

This Contract ("Contract") is entered into by and between the City of Lucas, Texas, ("City") and Barnes Waste Disposal, Inc. ("Contractor"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee to provide services on the terms and conditions provided in this Agreement; and

**WHEREAS**, Contractor desires to render services for garbage collection and disposal, and collection of yard waste for delivery to permitted and/or approved waste facilities from all single-family dwellings and City facilities under the terms and conditions provided in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt 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:

*City* shall mean the City of Lucas.

*Contractor* shall mean any person, corporation, partnership or similar entity that contract for valuable consideration to pick up or collect municipal solid waste on a regular basis from any collection point within the corporate or service limits of the City of Lucas. As used herein, "Contractor" refers specifically to Barnes Waste Disposal, Inc.

*Municipal solid waste* shall mean solid waste resulting from or incidental to municipal, community (residential), household and recreational activities including garbage, rubbish, ashes and other solid waste other than industrial solid waste as defined by state or federal law.

**Article II**  
**Term**

2.1     The Initial Term of this Agreement shall be five (5) years, commencing on October 1, 2017 ("Commencement Date"), and terminating on September 30, 2022.

2.2 Upon expiration of the Initial Term, City shall have the option to renew this Agreement for two (2) additional terms of one (1) year each (each a "Renewal Term").

### **Article III Scope of Services**

3.1 Contractor is hereby granted the privilege and duty within the territorial jurisdiction of City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide solid waste collection and disposal for residential customers in accordance with this Contract and to perform all of the work called for and described in the contract documents. Contractor agrees to at all times insure that its waste collection franchise is current and in compliance with all applicable regulations of the State of Texas, and ordinances of the City of Lucas, Texas. It is understood that this franchise is non-exclusive.

3.2. Contractor shall at all times be duly licensed or permitted to deposit municipal solid waste at or in a land fill regulated and approved by the Texas Natural Resource Conservation Commission and any other appropriate state or federal authorities.

3.3 Recycling services shall be provided as set forth in the Recycle Addendum attached hereto as Exhibit "A" and incorporated herein by reference.

3.4. Contractor agrees that the City shall retain the right to place limitations on the collection, including prohibiting collection trucks on certain streets where heavy trucks will damage the street.

### **Article IV Schedule of Work**

Contractor agrees to commence services on the Commencement Date and to complete the required services as set forth in herein.

### **Article V Rates and Services**

5.1 Contractor shall provide the following services:

- (a) Residential refuse collections at curbside or, if qualified (disabled or elderly), house side, in response to the individual customer's request, all other "house side" collection is subject to Contractor approval. All trash, garbage and refuse must be bagged and placed in an appropriate container. Contractor shall have no obligation to pick up or otherwise collect motor vehicle tires, oil, batteries, hazardous chemicals or items containing refrigerants. Contractor shall perform collection service no less frequently than once per week.
- (b) Collect unbundled brush (cut not greater than 4 feet in length) and bulky items in a volume of (2) cubic yards [6'x3'x3'], no less frequently than twice per month.

Unbundled brush and bulky items shall be and placed curbside for collection. As used herein, a "bulky item" shall refer to appliances (not containing refrigerants) water tanks, yard maintenance machines, furniture and waste materials other than dead animals or hazardous waste.

- (c) Collect unlimited bundled brush (cut not greater than 4 feet in length) and not heavier than 40 pounds per bundle, and placed curbside for collection.
- (d) At the request of the customer, Contactor will collect 10 cubic yards of brush curbside twice per year per household at no additional cost to the customer. This service must be scheduled with the Contactor and shall be collected on a first come first basis.
- (e) Contractor shall have no obligation to collect or dispose of construction, remodel, or landscape/brush debris if generated by a business, individual or entity providing such services to the property owner.
- (f) The resident should call Contractor for household hazardous waste collection for special pick up instructions. Collection of these materials may require extra charges negotiated by Contractor and the individual resident.
- (g) Excessive amounts, as determined by Contractor, may require extra charges negotiated by Contractor and the individual resident.
- (h) Refrigeration appliances not certified and tagged by an HVAC technician may be subject to a \$35.00 disposal fee that shall be billed to the individual resident by Contractor.
- (i) Contractor shall host, with the help of City staff, one (1) annual clean-up event for each year of the Agreement. The event shall be scheduled on a Saturday agreed to by the Contractor and the City at a location provided by the City.
- (j) Manure or stable matter shall be negotiated by Contractor and the individual resident per 95-gal container and billed directly to the resident. Resident must purchase containers for manure/stable matter.

5.1 Containers. Customers shall use approved receptacles for collections consisting of 95-gallon polycarts. Contractor shall provide all Customers with one (1) polycart, at the option of each Customer at no charge. For expanded service, as defined herein, Contractor shall provide additional polycarts per household at no charge at customer's request. If additional containers are desired, the Customer may request them from Contractor or provide their own container for excess refuse. In the event any Customer's complimentary polycart is lost, stolen or destroyed such that its use is rendered impractical or unsanitary, Contractor shall replace one (1) container per Customer during the term of this Contract, exclusive of any additional terms or extensions hereof. In the event any Customer shall request replacement of a second polycart after having received on



prior replacement, Contractor shall negotiate a fair and reasonable price with each such Customer and shall charge each such Customer directly.

5.3 Pricing Structure. Monthly rates, per Customer, shall be as follows: (rates reflect the addition of sales tax and the combined franchise/right-of-way use fee and administrative fee):

Basic Service:	Monthly rates for Basic Service	\$21.57
Expanded Service:	Monthly rates for Expanded Service	\$26.50
Expanded Plus Service:	Monthly rates for Expanded Plus Service	\$31.43
Additional Service:	Monthly rates for each additional 120 gallons of refuse or polycart collected above the Expanded Plus Service	\$ 4.93

"Basic" service consists of collection of one (1) 95-gallon polycart or [up to 120 gallons] of refuse disposed of each week. "Expanded" service consists of the use of any approved container in addition to the approved container(s) used for basic service [up to 240 gallons]. "Expanded Plus" service consists of the use of any approved container in addition to the approved container(s) used for basic service [up to 360 gallons], "Additional" service consists of the use of any approved container in addition to the approved container(s) used for "Expanded Plus" service [billed in multiples of 120 gallons], without change to collection frequencies or collection of brush and bulky items. Additional approved containers for "Expanded" service shall consist of either one (1) 95-gallon polycart or equivalent size containers totaling 240 gallons. Additional approved containers for "Expanded Plus" service shall consist of either two (2) 95-gallon polycart or equivalent size containers totaling 360 gallons. Customers shall inform the City or Contractor, of their request for "Expanded", "Expanded Plus", or "Additional" service. Contractor shall have no obligation to collect or dispose of refuse in excess of either service amount chosen by the customer.

## **Article VI**

### **Contractor Duties**

6.1 Contractor shall at all times maintain in a current and valid status, all permits required by any other governmental agency or political subdivision having jurisdiction over Contractor's operations, including but not limited to the Texas Natural Resource Conservation Commission.

6.2 Contractor shall not allow any municipal solid waste to spill or fall from the Contractor's equipment within the corporate limits of the City. In the event that spillage should occur, the Contractor shall completely remove such spillage.

6.3 Contractor shall insure that any of its trucks and equipment used for collection within the City, and under this franchise meets the approval of the City. Contractor agrees to only use trucks and equipment that will prevent spillage and damage to the streets and ways used by such trucks and equipment. Contractor shall also abide by any City regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations. Unless such regulations become necessary, the Contractor shall establish such locations.

6.4 Contractor shall clearly mark all of its collection vehicles with the Contractor's name, address and telephone number. The trucks used by Contractor to collect waste within the City shall be no larger than a "single axle" type, and shall not exceed 26,000 pounds in weight.

6.5 Contractor shall comply with all additional terms and conditions set forth herein.

## **Article VII Restoration of Public Ways**

Contractor shall not cause damage, beyond normal wear and tear, to any street or roadway within the City. In the event the Contractor causes damage to any street or roadway within the City, the Contractor shall be given written notice to immediately cause such damage to be repaired under the supervision of the City. If such damage is not repaired within the time stated, the City may terminate this Agreement for cause pursuant to Article XI.

## **Article VIII Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **Article IX Insurance**

9.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in herein and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 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 Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Agreement.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the 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 the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.



9.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

#### **Article X Indemnification**

10.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

10.2 SAID INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

10.3 IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

10.4 THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

## **Article XI Termination**

11.1 City may terminate this Agreement, or any portion thereof, at any time with or without cause, by serving a notice of termination on Contractor by registered or certified mail addressed to Contractor at the address set forth herein. If termination is for cause, the notice shall state the specific reasons in support of City's claim that Contractor has failed to perform its obligations (and/or cure any material breach) under this Agreement. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held. If City terminates this Agreement without cause, Contractor shall be paid for work performed up to the time of termination. In no event shall Contractor be entitled to lost or anticipated profits in the event this Agreement is terminated without cause.

11.2 Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement.

## **Article XII Miscellaneous**

12.1 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.

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

12.3 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.

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

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.6 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 affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor 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.

12.8 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 Rd.  
Lucas, Texas 75002  
Phone: (972) 727-8999

With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Contractor:

Barnes Waste Disposal, Inc.  
P.O. Box 245  
Princeton, Texas 75407  
Phone: (972) 396-1139

12.9 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.

12.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times inspect and examine the books and records of Contractor for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement.

Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

12.11 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.12 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 a Disaster, 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.

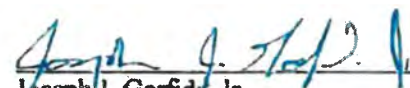
*(signature page to follow)*

EXECUTED this 8<sup>th</sup> day of May, 2017.

City of Lucas, Texas

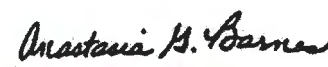
By:   
Joni Clarke, City Manager

Approved as to form:

By:   
Joseph J. Gorfida, Jr.  
(04-17-2017/85354)

EXECUTED this 8th day of May, 2017.

Barnes Waste Disposal, Inc.

By:   
Name: Anastasia G. Barnes  
Title: President

## **Recycle Addendum**

### Recycle Service and Rate

Service Requirements: Contractor will provide a staffed drop off collection truck at a location provided by the City. Collection of recycling at the drop off location will occur no less than once per month. Contractor will man the drop off location a minimum of four (4) hours per month. It is the sole discretion of the Contractor to determine what items will be acceptable for recycle collection, and the Contractor has no obligation to accept or dispose of items the Contractor determine to be unacceptable.

Rate: Contractor will bill the City for this service at a rate of \$500 per month.

Service Cancellation: City may terminate the Recycle Addendum, or any portion thereof, at any time with or without cause, by serving a notice of termination on Contractor by registered or certified mail addressed to Contractor at the address set forth herein. Contractor may terminate the Recycle Addendum, or any portion thereof, at any time with or without cause, by serving a notice of termination on City by registered or certified mail addressed to City at the address set forth herein. If City terminates this Recycle Addendum without cause, Contractor shall be paid for work performed up to the time of termination. In no event shall Contractor be entitled to lost or anticipated profits in the event this Recycle Addendum is terminated without cause. If Contractor terminates this Recycle Addendum without cause, Contractor shall complete all work for which Contractor has been paid up to the time of termination.



Received 10/13/18  
JC

September 27, 2018

Joni Clarke, City Manager  
City of Lucas, Texas  
665 Country Club Road  
Lucas, Texas 75002-7651

Dear Joni and City Council,

We hereby give notice to the City of Lucas that we are terminating the "Recycling Addendum" of the solid waste contract dated May 8, 2017.

This change will take affect October 1, 2018.

Please feel free to contact us with any questions.

Best regards,

Norman Barnes  
Barnes Waste Disposal Inc.  
P.O. Box 245  
Princeton, Texas 75407  
[norman@barneswdi.com](mailto:norman@barneswdi.com)  
(972) 734-3333  
(972) 658-8891

# Barnes Proposed Rate Increase

Service	Base Rate	Admin Fee	Fran Fee	Subtotal	Sales Tax	Proposed Rate	Current Rate	Change
Basic	\$ 18.13	\$ 1.45	\$ 1.27	\$ 20.85	\$ 1.50	\$ 22.35	\$ (21.57)	\$ 0.78
Expanded	\$ 22.13	\$ 1.77	\$ 1.55	\$ 25.45	\$ 1.83	\$ 27.28	\$ (26.50)	\$ 0.78
Expanded Plus	\$ 26.13	\$ 2.09	\$ 1.83	\$ 30.05	\$ 2.16	\$ 32.21	\$ (31.43)	\$ 0.78

Average monthly disposal costs for waste \$ 12,404.00

Melissa landfill costs increase \$34 per ton to \$38 per ton 11.77%

Monthly increased costs multiplied by percentage \$ 1,460

August 2019 Billed Accts 2,317 \$ 0.63 monthly per household

Sales tax 8.25% \$ 0.05 per month

Franchise/admin fee 15% \$ 0.09 per month

Total increase to resident per month \$ 0.78 per month

Franchise Fee additional income for city \$ 208.53 per month





# City of Lucas

## City Council Agenda Request

### September 19, 2019

Item No. 05

Requester: Fire Chief Ted Stephens, EMS Captain Aaron Alderdice

#### **Agenda Item Request**

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Provide an overview of Lucas Fire-Rescue's emergency medical services (EMS) billing policy and practices.

#### **Background Information**

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The City and Lucas Fire-Rescue periodically reviews EMS fees billed to patients requiring medical treatment/transport by City of Lucas Fire-Rescue ambulances. The service fees are a partial cost recovery. The City outsources the EMS billing function to Emergicon, LLC.

Emergicon was selected as the EMS billing provider for Lucas Fire-Rescue in 2013 in preparation for the City assuming ambulance transport service in 2014. Emergicon specializes in Texas EMS billing, particularly in the DFW metroplex, serving more than 150 EMS providers across Texas with a volume of more than 175,000 billable transports annually.

Per the existing service agreement, Emergicon receives service fees of 11% of the funds they collect for the City of Lucas. Oftentimes, payments that are received from insurance companies reflect dramatically reduced charges by amounts determined to be "disallowed" by the insurance companies. These disallowed amounts are not consistent across all insurance companies, and the City cannot plan for the amounts that will be disallowed. Further complicating EMS billing and collection are the everchanging Center for Medicare and Medicaid Services (CMS) laws which dictate what EMS providers can bill and recover from Medicare and/or Medicaid patients.

The City also receives a host of intangible benefits by using Emergicon as its contracted EMS billing provider. Emergicon uses Lucas Fire-Rescue's ESO patient care reporting software and, in addition to billing, focuses on documentation, compliance, and changes in the law and payer relationships to manage what is often misidentified as a simple billing role. Emergicon employs a Continuous Quality Improvement process (CQI) for billing. Patient charts are reviewed manually for documentation of patient condition and chief complaint, signatures, and all areas that are required for billing claims to be complete. This results in a rigorous cross-referencing and quality assurance process to help ensure account accuracy, legal compliance and maximum reimbursement.

#### **Current Billing Practices:**

- Residents are not balance billed
- Non-residents are balance billed
- "No Transports" are not billed



# City of Lucas

## City Council Agenda Request

### September 19, 2019

#### **Attachments/Supporting Documentation**

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1. Service Agreement
2. City of Lucas Code of Ordinances - Appendix C Fee Schedule – Article 16.000  
Ambulance Service
3. 12 Month Trends & Management Summary

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

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NA

#### **Recommendation**

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Staff recommends the City maintain its agreement with Emergicon, LLC as its ambulance billing vendor. Emergicon has an interest in maximizing collectables for the City of Lucas through following not only the quick payment monies, but also by paying attention to the accounts and maximizing the hard to collect monies as well.

#### **Motion**

---

No action needed. Information only.

STATE OF TEXAS           §  
  §       **SERVICE AGREEMENT**  
COUNTY OF COLLIN   §

This Service Agreement ( "Agreement") is made by and between the City of Lucas, Texas ("Provider") and Emergicon, LLC, a Texas corporation ("Emergicon"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**Recitals**

**WHEREAS**, Emergicon provides billing and collections services, and other support services (the "Services") to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services;

**WHEREAS**, Provider, as part of its overall activities, provides emergency and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

**WHEREAS**, Provider is desirous of obtaining the services of Emergicon.

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

**Article I**  
**Term and Termination**

1.01 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement. The Agreement shall continue for additional one-year periods following the Initial Term (such initial term, together with all extensions thereof, shall be referred to herein as the "Term") If neither Party to this Agreement provides 30-days advance, written notice of termination to the other Party to the end of the Term.

1.02 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either Party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other Party.

1.03 Obligations During Notice Period. During the 30-day notice period specified in Sections 1.02, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.01) billed and collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period. Emergicon shall be continue to provide services as prescribed in the agreement during the 30 day notice period and fully comply with all terms of the Agreement.

1.04 Obligations on Termination. Upon termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Provider and shall provide to Provider a digital copy all records related to Provider. Emergicon shall retain copies of all patient care reports, invoices/claim records, remittance advice documents and all other PHI of Provider's patients (as the term "PHI" is defined in Section 6.01 of this Agreement) for a period of 10 years, as described in Section 5.01 of this Agreement and in compliance with Section 6.01 of this Agreement.

1.05 Mailing of Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

If to the Provider:

City of Lucas  
665 Country Club Road  
Lucas, Texas 75002  
Attention: City Manager  
Fax: 972-727-0091

With a Copy to:

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

If to Emergicon:

Emergicon, LLC  
1717 McKinney Avenue  
Suite 700  
Dallas, Texas 75201  
Attention: Christopher Turner  
Fax: 903-887-1863

Each Party shall be entitled to specify a different address by giving five (5) days' written notice to the other Party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.

## **Article II**

### **Billing & Collections**

2.01 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

- (a) patient encounters that occur during the Term; and
- (b) other patient encounters forwarded to Emergicon for billing.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.02 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this article, the Provider will compensate Emergicon per Addendum A.

2.03 Collection Efforts. If Provider instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-Two Percent (22%) of the total amount collected on the account.

If Provider instructs Emergicon to place accounts with a third party collection service, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Three Percent (3%) of the total amount collected on the account.

All fees shall be payable monthly within thirty (30) days of receipt of invoice.

#### 2.04 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts within three (3) business days of such patient encounter. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records as further described in Section 1.04 and 5.01 of this Agreement. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements ("PCS's"). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.



2.05 Requests for Copies. Requests for copies of medical records should be submitted directly to Provider. Provider may authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code, as well as the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology and Clinical Health Act (HITECH Act).

2.06 Activity Reports. Emergicon shall provide to Provider summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the Provider by the fifth (5<sup>th</sup>) business day of the month.

2.07 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within ten (10) business days of the date of receipt of payment by Provider.

2.08 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.09 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to Provider.

### **Article III Indemnification and Fidelity Bond**

3.01 Emergicon's Indemnification.

(a) **EMERGICON AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) EMERGICON'S PERFORMANCE OF THIS AGREEMENT; (B) THE USE OF THE FACILITIES, OR ANY OTHER PREMISES OR ACCOUNT, IN CONNECTION WITH THIS AGREEMENT BY EMERGICON OR EMERGICON'S OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, ASSOCIATES, CONCESSIONAIRES, MEMBERS, PATRONS, CUSTOMERS, INVITEES, OR ANY PERSON FOR WHOM EMERGICON IS LIABLE ("EMERGICON PARTIES").**

OR ANY OF THEM; (C) THE CONDUCT OF EMERGICON'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY EMERGICON TO BE DONE IN OR ABOUT ANY PREMISES WHERE THE WORK OR ANY PORTION THEREOF IS BEING PERFORMED; (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF EMERGICON'S OBLIGATIONS UNDER THIS AGREEMENT; (E) ANY MISREPRESENTATION OR BREACH OF WARRANTY BY EMERGICON UNDER THIS AGREEMENT; AND (F) WITHOUT LIMITING ANY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF EMERGICON OR ANY OF EMERGICON PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PERSONS.

- (b) WITH RESPECT TO EMERGICON'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (a), EMERGICON SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNIFIED PERSON FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSON.
- (c) IF ANY OF THE INDEMNIFIED PERSONS SUFFER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF BOTH EMERGICON AND AN INDEMNIFIED PERSON, EMERGICON'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (a) SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO PROVIDER AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- (d) IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST PROVIDER IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, EMERGICON SHALL BE REQUIRED, ON NOTICE FROM PROVIDER, TO DEFEND SUCH ACTION OR PROCEEDINGS AT EMERGICON'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO PROVIDER. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

3.02 Fidelity Bond. Emergicon shall keep and maintain during the term of this Agreement a fidelity bond with a qualified insurer of no less than \$120,000.00.

3.03 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than \$1,000,000.00.

#### **Article IV Confidentiality**

4.01 Property of Emergicon. Provider agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon.

4.02 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either Party may, without the prior written consent of the other Party, disclose the existence of a contractual relationship between the parties.

#### **Article V Audits**

5.01 Accurate Books and Records. During the Term and for a period of ten (10) years thereafter, each Party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.02 Right to Audit. Upon reasonable written notice, either Party may audit the books and records of the other Party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the Party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the Party conducting the audit.

5.03 Penalty for Underpayment. If an audit reveals that a Party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars (\$20,000.00), the Party being audited shall pay to the auditing Party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

#### **Article VI Protected Health Information**

6.01 HIPAA Compliance. Emergicon shall carry out obligations to protect the privacy and security of protected health information ("PHI") under this Agreement in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended



("the HITECH Act"). In conformity therewith, Emergicon shall use or disclose PHI only if such use or disclosure is in compliance with each applicable requirement of the HIPAA privacy regulations found at 45 CFR § 164.504(e) and shall comply with the HIPAA security regulations made directly applicable to business associates under the HITECH Act. Emergicon will protect the privacy and security of any personally identifiable PHI that is collected, processed or learned as a result of the services provided to the Provider and Emergicon agrees that it will:

- a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;
- d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;
- e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI created or received by Emergicon on behalf of the Provider, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;
- f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the individual. To the extent PHI is maintained in an electronic health record, Emergicon shall provide the individual with a copy of such information in electronic format, as required by the HITECH Act;
- g) Incorporate any amendments to PHI when notified to do so by Provider;
- h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule and the HITECH Act within sixty (60) days; and
- i) Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Emergicon on behalf of the Provider available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and Provider's compliance with HIPAA and the HITECH Act.
- j) At the termination of this Agreement, return or destroy all PHI received from, or created or received by Emergicon, and if return is infeasible, the protections of this Section will extend to such PHI;

- k) Restrict the disclosure of PHI to a health plan for purposes of carrying out payment or healthcare operations if the Provider authorizes or requests Business Associate to do so;
- l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of the Provider;
- m) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the HIPAA Security Rule;
- n) Report to Covered Entity any security incident (as defined by the HIPAA Security Rule) of which Emergicon becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Provider of any loss of data or other information system compromise as a result of the incident;
- o) Notify the Provider of a breach of unsecured PHI following Emergicon's discovery of a breach without unreasonable delay and in no case later than 60 calendar days after discovery, and provide to the Provider: (a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by Emergicon to have been, accessed, acquired, used, or disclosed during the breach; and (b) any other available information that Emergicon is required to include in notification to affected individuals;
- p) Secure all PHI in accordance with the technologies and methodologies specified by guidance from the Secretary of HHS, issued pursuant to the HITECH Act; and
- q) Assist the Provider in complying with its Red Flag Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. § 681.2); (b) taking all steps necessary to comply with the policies and procedures of the Provider's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Provider agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Provider of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Provider of any threat of identity theft as a result of the incident.

6.02 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of Provider include:

- a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;

- b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;
- c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;
- d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPPA privacy and security rules and the HITECH Act;
- e) Uses required for the proper management of Emergicon as a business associate; and
- f) Other uses or disclosures of PHI as permitted by HIPAA privacy and security rules.

6.03 HIPAA Breach Provisions. Notwithstanding any other provisions of this Agreement, if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other Party's obligations under this Agreement, that Party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, either terminate the Agreement (if feasible), or if termination is infeasible, report the problem to the Secretary of the Department of Health and Human Services.

## **Article VII Miscellaneous**

7.01 No Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.02 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.03 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.04 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Dallas County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county

courts located in Dallas County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.05 Headings. The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms hereof.

7.06 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.07 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.08 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.09 Non-Profit Status Determination Letter. If Provider is a not-for-profit entity, Provider shall provide a duplicate of its letter determining its not-for-profit status with the Internal Revenue Service. In providing such letter, Provider further represents and warrants to Emergicon that it has done every act necessary to maintain its not-for-profit status with the Internal Revenue Service and is not aware of any pending, threatened or actual revocation of its not-for-profit status.

7.10 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

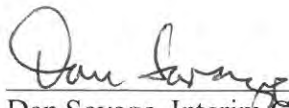
7.11 Assignment. Neither Party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other Party without the written consent of the other Party.

7.12 Attorneys' Fees. Should it become necessary for either Party to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, either Party shall do so at their sole cost and expense.

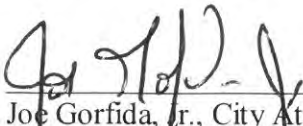
*(signature page to follow)*

**EXECUTED** this 5<sup>th</sup> day of December, 2013.

City of Lucas, Texas


By:   
Dan Savage, Interim City Manager

**Approved as to form:**

By:   
Joe Gorfida, Jr., City Attorney  
(JJG/11-19-13/63632)

**EXECUTED** this 20<sup>th</sup> day of Jan, 2013.

Emergicon, LLC

By:   
Name: CHRISTOPHER TURNER  
Title: CEO



## ADDENDUM A

This document is an addendum to the Service Agreement between Emergicon, L.L.C. and the City of Lucas. It is understood that the following software is being purchased from ESO Solutions by City of Lucas through a Service Agreement with Emergicon, L.L.C.

### QUOTE LINE ITEMS

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management < 600 Incidents	1.00	\$2,795.00	\$279.50	\$2,515.50	Annual Recurring Cost
ePCR Mobile	1.00	\$695.00	\$69.50	\$625.50	One-Time Cost
Interface - Monitor	1.00	\$3,995.00	\$399.50	\$3,595.50	One-Time Cost
Interface - Billing	1.00	\$3,995.00	\$3,995.00	\$0.00	One-Time Cost
Services - Training	1.00	\$995.00	\$0.00	\$995.00	One-Time Cost
Services - Training Travel Costs	1.00	\$750.00	\$0.00	\$750.00	One-Time Cost

Full Price \$13,225.00

Sum of Discounts \$4,743.50

Grand Total \$8,481.50

Emergicon agrees to pay the above mentioned software fees to ESO Solutions.

The contract between ESO Solutions and City of Lucas will automatically renew annually according to the ESO Solutions Software License Agreement.

### Cancellation fees

Should City of Lucas terminate Emergicon's Service Agreement or ESO's Subscription Agreement within twelve (12) months of the date of this Addendum, City of Lucas will be responsible for full payment to Emergicon of a cancellation fee equal to the total cost (\$10,387.00). Emergicon will invoice City of Lucas upon written notice of cancellation and payment will be due 30 days from cancellation date.

### Compensation

In consideration for providing the agreed upon billing services in the Service Agreement and ESO Pro Suite detailed above, City of Lucas will amend Section 2.02 of the Service Agreement to pay Emergicon eleven percent (11%) of the total amount collected on the Account.

**Emergicon, L.L.C.**

By:                     

Name: Christopher Turner

Title: President & CEO

Date: 20 Jan 2014

**City of Lucas**

By:                     

Name: Dan Savage

Title: Interim City Manager

Date: December 5, 2013

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") is made as of the first date written below (the "Effective Date") by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Hwy, Building II-300, Austin, Texas 78759 ("ESO"), and City of Lucas, with its principal place of business at 165 Country Club Road, Lucas, Texas, 75002 ("Customer").

### RECITALS:

WHEREAS, ESO is in the business of providing software services (the "Services") to businesses and municipalities; and

WHEREAS, Customer desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference hereof. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by ESO regarding future functionality or features.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate one year after the Effective Date. The Agreement shall automatically renew for successive renewal terms of one year, unless one party gives the other party written notice that the Agreement will not renew, at least thirty (30) days prior to the end of the current Term.
3. **Subscription Fees, Invoices and Payment Terms.**
  - a. **Subscription Fees.** Customer has chosen to have Emergicon with its principal place of business at PO Box 180446, Dallas, Texas 75218 ("Billing Agent") pay all or a portion of the ESO Subscription and/or One-time Fees on its behalf as indicated in Exhibit A. In the event that Billing Agent does not pay the Subscription and/or One-time Fees on behalf of Customer, and Customer chooses to continue receiving ESO Services, then Customer shall be responsible for any outstanding fees. The Subscription Fees are invoiced annually in advance. ESO may evaluate Customer's usage and adjust Customer's invoice based on changes in Customer usage as indicated in Exhibit A.
  - b. **Payment of Invoices.** Customer shall pay the full amount of invoices within thirty (30) days of receipt (the "Due Date"). Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
  - c. **Disputed Invoices.** If Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer's claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts determined by ESO to be payable shall be due within ten (10) days of such determination.
4. **Termination.**
  - a. **Termination by Customer for Cause.** If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer ("ESO"),

Default”), Customer may terminate this Agreement without incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO.

- b. **Termination by ESO for Customer Default.** ESO may terminate this Agreement with no further liability if (i) Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within fifteen (15) days following written notice from ESO (collectively referred to as “Customer Default”). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default, Customer shall remain liable for all accrued Subscription Fees and other charges. In addition, Customer agrees to pay ESO’s reasonable expenses (including attorney and collection fees) incurred in enforcing ESO’s rights in the event of a Customer Default.

- 5. **Delivery of Data upon Expiration or Termination of Agreement.** If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4a above, ESO shall deliver to Customer its data, in machine readable format, on DVD or CD, at Customer’s option. Customer shall reimburse ESO for the cost of the media on which Customer’s data is delivered to Customer. If Customer wants the data to be delivered in a medium other than DVD or CD, ESO shall make reasonable and good faith efforts to accommodate Customer, provided that Customer supplies the medium on which the data is to be provided and shall pay for any additional cost incurred by ESO in accommodating this request.

Customer shall have full access to its medical records containing PHI, when and if it leaves ESO, no matter the reason for termination of this Agreement. ESO agrees to provide an annual backup of Customer’s medical records, including Customer’s PHI.

- 6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.
- 7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.
- 8. **Mobile Software.** If Customer elects to use ESO’s mobile Software (the “Software”), the provisions of this Section shall apply.
  - a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
  - b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any



product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.

- c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.
9. **Support and Updates.** During the term of this Agreement, ESO shall provide to Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated hereof. ESO will also provide Updates to Customer, in accordance with Exhibit B.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, customization, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
12. **Indemnification by Customer.** To the extent allowed by law, Customer will defend and indemnify ESO from any and all claims brought against ESO by third parties and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
13. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURE OR INFORMATION NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES.
14. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO's network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- 15. Confidential Information.** “Confidential Information” shall mean all information disclosed in writing by one party to the other party that is clearly marked “CONFIDENTIAL” or “PROPRIETARY” by the disclosing party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

**16. General Provisions.**

- a. Force Majeure. Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected party and occurs without such party's fault or negligence.
- b. Entire Agreement. This Agreement, including all exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is asserted.
- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflict of law rules.
- d. No Press Releases without Consent. Neither party may use the other party's name or trademarks, nor issue any publicity or public statements concerning the other party or the existence or content of this Agreement, without the other party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer's name and logo in ESO sales presentations, without Customer's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO's name and logo to identify ESO as a vendor or provider for Customer.
- e. Aggregate Data Reporting. Customer hereby grants ESO the right to collect data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information (“PHI”) unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.

- f. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- g. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- h. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- i. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of delivery or confirmed facsimile or email transmission. Notices must be delivered or sent to the parties' respective addresses set forth above.
- j. Taxes. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first written below.

ESO SOLUTIONS, INC.

By: 

Name: Chris Dillie

Title: President/CEO

Date: 12/17/13

Telephone: 866.766.9471 x 1022

Email: chris.dillie@esosolutions.com

CUSTOMER

By: 

Name: Dan Savage

Title: Interim City Manager

Date: 12/5/13

Telephone: 912.727.8999

Email: dsavage@hcaustexas.us

**EXHIBIT A**  
**SOFTWARE FEE SCHEDULE**

Customer hereby selected the following ESO Services, at the fees indicated:

Emergicon will provide the following products:

- ESO ePCR Annual Subscription (1)
- ESO Pro Mobile Application (1)
- Cardiac Monitor Interface (1)
- Billing Interface (1)
- Onsite Training (1)
- Training Travel Expense (1)



## **EXHIBIT B**

### **SUPPORT SERVICES AND SERVICE LEVELS**

This Exhibit describes the software support services ("Support Services") that ESO will provide and the service levels that ESO will meet.

#### **1. Definitions.**

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) "Customer Service Representative" shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer's Administrator has been unable to resolve.
- (b) "Error" means any failure of the Software to conform in any material respect with its published specifications.
- (c) "Error Correction" means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) "Priority A Error" means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) "Priority B Error" means an Error that substantially degrades the performance of the Software or materially restricts Customer's use of the Software.
- (f) "Priority C Error" means an Error that causes only a minor impact on Customer's use of the Software.
- (g) "Update" means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) "Normal Business Hours" means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

#### **2. Customer Obligations.**

Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer's employees. The Administrators will refer any Errors to ESO's Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

#### **3. Support Services.**

- (a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.

#### **(b) *Procedure.***

- (i) *Report of Error.* In reporting any Error, the Customer's Administrator will describe to ESO's Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
- (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO's Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use

commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. ESO Server Administration.

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
  - (i) Microsoft Patch Management
  - (ii) Security patches to supported applications and related components
  - (iii) Event Log Monitoring
  - (iv) Log File Maintenance
  - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

## **EXHIBIT C**

### **BUSINESS ASSOCIATES AGREEMENT**

This Agreement (this "Agreement") is made and entered into as of the contract execution date by and between **ESO Solutions Inc.**, ("Business Associate") a State of Texas corporation, and **City of Lucas** ("Covered Entity").

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder; and

WHEREAS, Business Associate and Covered Entity are parties to an agreement (the "Service Agreement"), pursuant to which the fulfillment of the Parties' obligations thereunder necessitates the exchange of, or access to, data including individual identifiable health information,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

#### **ARTICLE 1**

#### **DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the meanings set forth below.

1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.

1.2 "Individual" means the subject of PHI or, if deceased, his or her personal representative.

1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party.")

1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.5 "PHI" shall have the same meaning as the term "protected health information in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

#### **ARTICLE 2**

#### **CONFIDENTIALITY**

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it

- becomes aware, and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
  - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
  - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity;
  - (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;
  - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI;
  - (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc. ) against unauthorized physical access during use, storage, transportation, disposition and /or destruction;
  - (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

## 2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

## 2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under the Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to



whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### 2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if, and to the same extent, Covered Entity was the named Business Associate hereunder.

#### 2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

#### 2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

### **ARTICLE 3 SECURITY**

#### 3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees that Business Associate has not been excluded or has not been served a notice of exclusion or has not been served with a notice of proposed exclusion, or has not committed any acts which are cause for exclusion from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including, but not limited to, Medicare or Medicaid, and has not been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify

Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

### 3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

## **ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS**

### 4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

#### 4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

#### 4.3 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions that are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require, to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

#### 4.4 Confidential and Proprietary Information

##### (a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

### ARTICLE 5 MISCELLANEOUS

#### 5.1 Indemnification.

Each Party agrees to indemnify the other for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of such Party's obligations hereunder.

#### 5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; and (ii) report the violation to the Secretary.
- (c) Effect of Termination.
  - (i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.



5.3 Disputes.

Any controversy or claim arising out of or relating to the Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except for injunctive relief as described below.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this agreement shall be in writing and signed by both parties.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.4, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## **HEALTH DATA EXCHANGE PARTICIPATION AGREEMENT**

This Health Data Exchange Participation Agreement (the "***Agreement***") is made and entered into as of this 24<sup>th</sup> day of July, 2014 (the "***Effective Date***"), by and between **ESO Solutions, Inc.**, a Texas corporation with its principal place of business at 9020 North Capital of Texas Hwy, Building II-300, Austin, Texas 78759 ("***ESO***"), and City of Lucas, with its principal place of business at 165 Country Club Rd., Lucas, Texas 75002 (the "***Participant***"), each a "***Party***" and collectively the "***Parties***".

### **RECITALS**

WHEREAS, ESO is in the business of providing Health Data Exchange ("***HDE***") services (the "***Services***") to businesses and municipalities which provide emergency patient care;

WHEREAS, Participant seeks to share medical data specific to emergency medical services and receive outcome data back;

NOW, THEREFORE, the Parties, intending to be bound, agree as follows:

#### **1. Defined Terms.**

Except as otherwise specified herein, all capitalized terms used in this Agreement shall have the meanings set forth below. Any capitalized term not defined below shall have the meaning provided by HIPAA. In the event of any conflict between the following definitions and HIPAA, HIPAA shall govern.

- (a) "***Participant***" means any Covered Entity participating, contributing, using and/or disclosing Shared Patient Information.
  - (b) "***Patient***" means an individual who: (i) meets certain Shared Record Eligibility Requirements, and (ii) has received or is currently seeking Health Services from one or more of the Participants. For purposes of this Agreement, the term "***Patient***" shall be construed to include covered beneficiaries of a Participant that is a Health Plan.
  - (c) "***Protected Health Information***" or "***PHI***" shall have the meaning set forth in HIPAA. PHI may include, but is not limited to, written and electronic information relating to the diagnosis, treatment, tests, prognosis, admission, discharge, transfer, prescription, eligibility, claims and other data implicitly or explicitly identifying a Patient to whom items, services, coverage or reimbursement is provided by a Participant, and which information is provided, stored or accessed by a Participant. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.
  - (d) "***Shared Patient Information***" means those specific data elements about Patients and Health Services that are provided electronically for purposes of inclusion in the Shared Record.
  - (e) "***Shared Record***" means the Shared Patient Information, including PHI and other data, maintained by ESO and contributed to and utilized by the Participants.
- 2. Services.** ESO shall provide to Participant, during the Term, the Services, including such services and products as may be identified on **Exhibit A**. The Services are provided through ESO's proprietary software that is hosted

and operated by ESO over the Internet (the "**Software**"). For purposes of this Agreement, the Services shall permit Participant to receive outcome data back from participating hospitals.

### 3. **Subscription Fees, Invoices and Payment Terms.**

- a. **Subscription Fees.** Participant shall pay to ESO the Subscription Fees for the Services as indicated on **Exhibit A** (the "**Subscription Fees**").
  - b. **Invoices; Payment of Invoices.** Participant shall be invoiced for the Subscription Fees on an annual basis, in advance. Participant shall pay invoices received from ESO within thirty (30) days of receipt (the "**Due Date**").
  - c. **Disputed Invoices.** If Participant in good faith disputes any portion of an ESO invoice, Participant shall submit to ESO, by no later than thirty (30) days following the Due Date, full payment of the undisputed portion of the invoice together with a written explanation identifying and substantiating the disputed amount (including any documentation supporting its position). If Participant does not report a dispute within thirty (30) days following the Due Date of the applicable invoice, that invoice shall be deemed accepted and Participant shall have waived its right to dispute it. Any disputed amounts determined or agreed to be payable to ESO shall be due within ten (10) days of the Parties' agreement resolving the dispute.
4. **Term.** ESO agrees to provide a free trial of the HDE Services from the Effective Date until October 31st, 2014 ("**Trial Period**"). Customer may pay for the HDE Services at any time during the Trial Period to activate the regular term for the Services as described below ("**Activation Date**"); *however*, unless ESO receives payment for the Services by the end of the Trial Period, this Agreement will automatically terminate and ESO's obligations to provide the Services shall also cease.

The regular term of this Agreement shall commence on the Activation Date and shall terminate one year after the Activation Date ("**Initial Term**"). THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR, UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.

### 5. **Termination.**

- a. **Termination by Participant for Cause.** If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Participant ("**ESO Default**"), Participant may terminate this Agreement without any further liability except for the payment of all accrued but unpaid Subscription Fees owed through the effective date of termination.
- b. **Termination by ESO for Participant Default.** ESO may terminate this Agreement with no further liability if (i) excluding disputed invoices under Section 3.c., Participant fails to make payment as required under this Agreement and such failure remains uncorrected for thirty (30) days following written notice from ESO, (ii) Participant fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (hereinafter collectively referred to as "**Participant Default**"). In the event of a Participant Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Service(s) being provided to Participant, (iii) terminate the right to use the Software, (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month, (v) offset any amounts that are owed to Participant by ESO against the past due amount then owed to ESO, and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If this Agreement is terminated due to a Participant Default, Participant shall remain liable for all Subscription Fees owed through the effective date of termination for the Services provided through such date.



6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for the Services to be interrupted for the performance of system maintenance, ESO will use commercially reasonable efforts to notify Participant prior to the performance of such maintenance. Routine maintenance will be scheduled during non-peak hours (midnight to 6 a.m. CST). In no event shall interruption for system maintenance constitute a failure of performance by ESO.
7. **Access to Internet.** Participant is solely responsible for obtaining and securing its broadband connections and/or connections to the Internet, and ESO makes no representations regarding the advisability of any provider or particular network to Participant.
8. **Use and Support of Services; Software Rights.**
- a. **Support and Updates.** During the term, ESO shall provide to Participant the support services and will meet the service levels as set forth on **Exhibit B** attached hereto.
  - b. **Other Services.** Upon the written request by Participant, ESO may provide services related to the Software other than the standard support, at ESO's then-current rates or as otherwise negotiated by the Parties. This may include on-site consultation, configuration, and initial technical assistance and training on the use and support of the Software.
  - c. **Software Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software associated with the Services. All right, title and interest in the Software and any copies or derivative works thereof will remain the property of ESO. Participant will not: (a) copy, disassemble, reverse engineer or modify the Software; (b) allow any unaffiliated third party to use the Software; (c) use the Software as a component in any product or service provided by Participant to a third party; (d) transfer, sell, assign, or otherwise convey the Software; or (e) remove any proprietary notices placed on or contained within the Software. Participant will keep the Software free and clear of all claims, liens, and encumbrances.
  - d. **Title.** ESO hereby represents and warrants to Participant that ESO is the owner of the Software or otherwise has the right to grant to Participant the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Participant's sole remedy shall be for ESO, at its option and expense, to: (i) procure the right to continue using the Software, (ii) replace or modify the Software to avoid a breach, such replacement or modification shall be substantially and materially similar to the replaced or modified Software.
9. **Indemnification.** TO THE EXTENT ALLOWED BY LAW, PARTICIPANT AGREES TO DEFEND, INDEMNIFY, AND HOLD ESO HARMLESS FROM ANY AND ALL CLAIMS BROUGHT AGAINST ESO ARISING FROM PARTICIPANT'S NEGLIGENT ACTS OR OMISSIONS.
10. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS PRIOR TO SUCH TIME COLLECTED FROM PARTICIPANT WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF PARTICIPANT DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF DATA FILES, PROGRAMS, PROCEDURE OR INFORMATION NOT CONTROLLED BY SAID PARTY, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES.



- 11. Acknowledgements and Disclaimer of Warranties.** Participant acknowledges that ESO cannot guarantee that there will never be any outages in ESO's network and that no credits shall be given in the event Participant's access to ESO's network is interrupted. PHI IS PROVIDED SOLELY AS IS. UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO WARRANTY TO PARTICIPANT OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED.

PARTICIPANT ACKNOWLEDGES THAT THE BENEFITS OF HDE DEPEND ON OTHER HEALTHCARE PROVIDERS PARTICIPATING. PARTICIPANT ACKNOWLEDGES THAT ESO DOES NOT GUARANTEE THAT ANY PARTICULAR EMS AGENCY, HOSPITAL, HIE, OR OTHER HEALTHCARE PROVIDER WILL AGREE TO PARTICIPATE. ESO DOES NOT GUARANTEE THAT IT WILL PROVIDE DATA FROM ANY PARTICULAR PROVIDER ABSENT THAT PROVIDER'S CONSENT.

**12. Confidential Information.**

- a. "**Confidential Information**" shall mean all information disclosed orally or in writing by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") related to the technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, operations, or business plans of the Disclosing Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure should reasonably be treated as confidential, provided such information is clearly marked "CONFIDENTIAL" or "PROPRIETARY" upon delivery, or for verbal information, provided the Disclosing Party identifies the information as confidential at the time disclosed and provides a written summary of such information to the Receiving Party within fifteen (15) days of such verbal disclosure. Confidential Information does not include any information that (i) was already known by the Receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no act or fault of the Receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the Disclosing Party.
- b. A Receiving Party, upon receipt of Confidential Information, shall not directly or indirectly disclose, divulge, publish, disseminate, use, reproduce, copy, or create derivative works of or permit access to any Confidential information except as authorized under this Agreement or otherwise required by law. Each party shall use Confidential Information only for purposes set forth in this Agreement and shall use reasonable and appropriate safeguards to protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a commercially reasonable degree of care. Confidential Information shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party or destroyed upon request of the Disclosing Party in accordance with the terms of this Agreement.

**13. Permitted Uses and Disclosures of PHI.**

- a. Participant agrees to access, use and disclose the Shared Record in accordance with applicable State and federal law, including but not limited to 45 C.F.R. Section 164.506(c).
- b. Participant agrees not to access, use or disclose the Shared Record to compete with any other Participant and/or to solicit patients from any other Participant.



- c. Participant agrees to utilize hospital outcome data for its internal quality improvement and collection process only. Participant will not use hospital outcome data to compare the performance between hospitals without written authorization from participating hospitals and ESO.
- d. Participant agrees to notify ESO immediately upon confirmation of a data breach or significant security threat and cooperate with ESO to investigate, remediate and respond to such breach or security threat.
- e. Participant grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose PHI unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.

#### 14. Miscellaneous.

- a. Force Majeure. Neither party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected party and occurs without such party's fault or negligence.
- b. Entire Agreement. This Agreement constitutes the entire agreement between ESO and Participant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings in connection herewith. Unless otherwise specified herein, this Agreement may be modified or supplemented only by an instrument in writing executed by each party.
- c. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflict of law rules.
- d. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Austin, Texas, and shall be resolved under the laws of the State of Texas. The arbitration shall be conducted before a single arbitrator, who may be a private arbitrator, in accordance with the commercial rules and practices of the American Arbitration Association then in effect. Any award, order or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. All arbitration proceedings shall be conducted on a confidential basis.
- e. No Press Releases without Consent. Neither party may use the other party's name or trademarks, or issue any publicity or make any public statements concerning the other party or the existence or content of this Agreement, without the other party's prior written consent.
- f. Compliance with Laws; Amendment of Agreement upon Change in Law. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- g. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- h. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

- i. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be deemed effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices must be delivered or sent to the parties' respective addresses below. Neither party shall refuse delivery of any notice hereunder.

Participant	ESO Solutions, Inc.
665 Country Club Rd.	9020 N. Capital of Texas Highway
Lucas, TX 75002	Building II-300
Attn: Joni Clarke – City Manager	Austin, TX 78759
Attn: Jim Kitchens - Fire Chief/EMS Administrator	Attn: CEO

- j. Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. ESO is an independent contractor, and not an agent of Participant.
- k. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

**[Signature Page Follows]**

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

**PARTICIPANT:**

  
[Signature]

Joni Clarke  
[Printed Name]

City Manager  
[Title]

August 21, 2014  
[Date]

**ESO SOLUTIONS, INC.:**

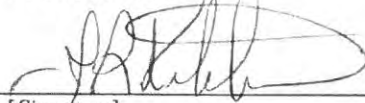
  
[Signature]

Chris Dillie Elaine Gordon  
[Printed Name]

President and CEO CFO  
[Title]

8/21/14  
[Date]

**PARTICIPANT:**

  
[Signature]

Jim Kitchens  
[Printed Name]

Fire Chief  
[Title]

August 21, 2014  
[Date]



**EXHIBIT A**  
**Annual Subscription Fee Schedule**

Participant hereby selected the following ESO Services, at the fees indicated:

Product	Quantity	List Price	Total Price	Line Item Description
HDE - ESO ePCR Connection	1.00	\$1,000.00	\$1,000.00	Annual Recurring Cost - Node Connection fee: Includes bi-directional, automated data exchange with participating Hospitals
			Grand Total:	\$1,000.00

**PAYMENT TERMS AND PAYMENT MILESTONES**

The subscription year for Services shall begin upon execution of this Agreement or upon the commencement of active work on software implementation, whichever date comes later. Participant shall be invoiced for full payment of goods and services upon execution of this Agreement. Participant shall pay Subscription Fees annually in advance for each year this Agreement is in effect.

## EXHIBIT B

### Support Services and Service Levels

This Exhibit describes the software support services ("**Support Services**") that ESO will provide and the service levels that ESO will meet.

#### 1. **Definitions.**

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) "**Customer Service Representative**" shall be the person at ESO designated by ESO to receive notices of Errors encountered by Participant that Participant's Administrator has been unable to resolve.
- (b) "**Error**" means any failure of the Software to conform in any material respect with its published specifications.
- (c) "**Error Correction**" means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) "**Priority A Error**" means an Error that renders the Software inoperative or causes a complete failure of the Software.
- (e) "**Priority B Error**" means an Error that substantially degrades the performance of the Software or materially restricts Participant's use of the Software.
- (f) "**Priority C Error**" means an Error that causes only a minor impact on Participant's use of the Software.
- (g) "**Update**" means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Participants.
- (h) "**Normal Business Hours**" means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

#### 2. **Participant Obligations.**

Participant will provide at least one administrative employee (the "**Administrator**" or "**Administrators**") who will handle all requests for first-level support from Participant's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Participant's employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Participant's employees. The Administrators will refer any Errors to ESO's Participant Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

#### 3. **Support Services.**

- (a) **Scope.** As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve, and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Participant during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Participant Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) **Procedure.**
  - (i) ***Report of Error.*** In reporting any Error, the Participant's Administrator will describe to ESO's Participant Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
  - (ii) ***Efforts Required.*** ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO's Participant Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods

set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

<u>Priority of Error</u>	<u>Communicating Error to ESO outside Normal Business Hours</u>	<u>Time in Which ESO Will Commence Verification</u>	<u>Frequency of Periodic Status Reports</u>
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. ESO Server Administration.

- (a) ESO is responsible for maintenance of Server hardware. Server administration includes:
  - (i) Monitoring and Response
  - (ii) Service Availability Monitoring
  - (iii) Backups
  - (iv) Maintenance
    - A. Microsoft Patch Management
    - B. Security patches to supported applications and related components
    - C. Event Log Monitoring
    - D. Log File Maintenance
    - E. Drive Space Monitoring
  - (v) Security
  - (vi) Virus Definition & Prevention
  - (vii) Firewall



## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("**Agreement**") dated September 15, 2014 ("**Effective Date**"), is entered into by and between ESO Solutions, Inc. ("**Vendor**"), a Texas corporation, and City of Lucas ("**Covered Entity**"), for the purpose of setting forth Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a "**Party**" and collectively as the "**Parties**." This Agreement shall commence on the Effective Date set forth above.

**WHEREAS**, Covered Entity, owns, operates, manages, performs services for, otherwise are affiliated with or are themselves a Covered Entity as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the "**Privacy Standards**") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**");

**WHEREAS**, pursuant to HIPAA and HITECH, the U.S. Department of Health & Human Services ("**HHS**") promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the "**Security Standards**") requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information ("**Protected Health Information**" or "**PHI**"), including electronic protected health information ("**EPHI**");

**WHEREAS**, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," as such may be revised or amended by HHS from time to time;

**WHEREAS**, in connection with Vendor's performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively "**Business Arrangements**"), Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

**WHEREAS**, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

### **1. Vendor Obligations.**

In accordance with this Agreement and the Business Arrangements, Vendor may use, disclose, access, create, maintain, transmit, and/or receive on behalf of Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the "**Confidentiality Requirements**"). All reference to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Vendor uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of Covered Entity pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes "**Genetic Information**" as set forth at 45 C.F.R. §160.103. To the extent Vendor is to carry out an obligation of Covered Entity under the Confidentiality Requirements, Vendor shall comply with the provision(s) of the Confidentiality Requirements that would apply to Covered Entity (as applicable) in the performance of such obligations(s).

### **2. Use of PHI.**

Except as otherwise required by law, Vendor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Furthermore, Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501 provided that, Vendor will not identify Covered Entity without consent. Covered Entity



authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.**

- 3.1 Subject to any limitations in this Agreement, Vendor may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable law. Vendor agrees not to disclose PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Covered Entity in the same manner. Further, Vendor may disclose PHI for the proper management and administration of Vendor; provided that: (i) such disclosures are required by law; or (ii) Vendor: (a) obtains reasonable assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to third party, and (b) requires the third party to agree to immediately notify Vendor of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Vendor shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Vendor becoming aware of such use or disclosure.
- 3.2 If Vendor uses or contracts with any agent, including a subcontractor (collectively "***Subcontractors***") that uses, discloses, accesses, creates, receives, maintains or transmits PHI on behalf of Vendor, Vendor shall require all Subcontractors to agree in writing to the same restrictions and conditions that apply to Vendor under this Agreement. In addition to Vendor's obligations under Section 9, Vendor agrees to mitigate, to the extent practical and unless otherwise requested by the Covered Entity, any harmful effect that is known to Vendor and is the result of a use or disclosure of PHI by Vendor or any Subcontractor in violation of this Agreement. Additionally, Vendor shall ensure that all disclosures of PHI by Vendor and its Subcontractors comply with the principle of "**minimum necessary use and disclosure**," (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. **Individual Rights Regarding Designated Record Sets.**

If Vendor maintains a Designated Record Set on behalf of Covered Entity, Vendor shall: (i) provide access to and permit inspection and copying of PHI by Covered Entity under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Vendor as required by Covered Entity. Vendor shall respond to any request from Covered Entity for access by an individual within ten (10) business days of such request and shall make any amendment requested by Covered Entity within twenty (20) business days of such request. Any information requested under this **Section 4** shall be provided in a form or format requested, if it is readily producible in such form or format. Vendor may charge a reasonable fee based upon Vendor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Vendor shall notify Covered Entity within ten (10) business days of receipt of any request for access or amendment by an individual.

5. **Accounting of Disclosures.**

Vendor shall make available to Covered Entity within ten (10) business days of a request by Covered Entity the information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Vendor may charge a reasonable fee based upon Vendor's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Vendor informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination or expiration of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. **Withdrawal of Authorization.**

If the use or disclosure of PHI under this Agreement is based upon an individual's specific authorization regarding the use of his or her PHI, and: (i) the individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Vendor agrees, if it has received notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such

individual's PHI except to the extent Vendor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.**

Vendor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Vendor and Covered Entity with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents.

8. **Implementation of Security Standards; Notice of Security Incidents.**

Vendor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Vendor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Vendor will use commercially reasonable efforts to ensure that the technology safeguards used by Vendor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI. Vendor will promptly report to Covered Entity any Security Incident of which it becomes aware; provided, however, that Covered Entity acknowledges and shall be deemed to have received notice from Vendor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Vendor; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of Covered Entity, Vendor shall identify: the date of the Security Incident, the scope of the Security Incident, Vendor's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 ("HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as describe below in this **Section 9.1**, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery of a HIPAA Breach, Vendor will notify Covered Entity immediately and in no event later than five (5) business days after Vendor discovers such HIPAA Breach unless Vendor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor. Vendor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Vendor. No later than ten (10) business days following a HIPAA Breach, Vendor shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et. seq.* This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

9.2 **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of **Section 9.1**, Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including, but not limited to, PHI and referred to hereinafter as "**Individually Identifiable Information**") that, if misused, disclosed, lost or stolen would trigger an obligation under one or more State data breach notification laws (each a "**State Breach**") to notify the individuals who are the subject of the information. Vendor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Vendor shall promptly: (i) notify Covered Entity within five (5) business days of such misuse, disclosure, loss or theft; and (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI or Individually Identifiable Information.

10. **Obligations of Covered Entity.**

10.1 **Notification Requirement.** Covered Entity shall notify Vendor of:

- a. Any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such changes may affect Vendor's use or disclosure of PHI;



- b. Any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor's use or disclosure of PHI; and
- c. Any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PHI.

10.2 Permissible Requests. Covered Entity agrees that it will not request Vendor to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Covered Entity.

## 11. Terms and Termination.

11.1 Termination. This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 11**; provided, however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 Termination with Cause. Either Party may immediately terminate this Agreement if either of the following events have occurred and are continuing to occur:

- a. Vendor or Covered Entity fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) business days after written notice of such failure has been given; or
- b. Vendor or Covered Entity violates any provision of the Confidentiality Requirement or applicable federal or state privacy law relating to its obligations under this Agreement.

11.3 May Terminate Business Arrangements in Event of for Cause Termination. Termination of this Agreement for either of the two reasons set forth in **Section 11.2** above shall be cause for immediate termination of any Business Arrangement pursuant to which Vendor uses, discloses, accesses, receives, creates, or transmits PHI for or on behalf of Covered Entity.

11.4 Termination Upon Conclusion of Business Arrangements. Upon the expiration or termination of all Business Arrangements, either Covered Entity or Vendor may terminate this Agreement by providing written notice to the other Party.

11.5 Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Vendor agrees either to return all PHI or to destroy all PHI received from Covered Entity that is in the possession or control of Vendor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Vendor shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI. Vendor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 11.5** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

## 12. No Warranty.

PHI IS PROVIDED SOLELY ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 13. Ineligible Persons.

Vendor represents and warrants to Covered Entity that its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) of any state healthcare program (collectively, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Vendor representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Vendor shall immediately notify Covered Entity of any change in the status of the representations and warranties set forth in this **Section 13**. Any breach of this **Section 13** shall give Covered Entity the right to terminate this Agreement immediately.

14. **Waiver.**

No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach.

15. **Assignment.**

Neither Party may assign (whether by operation of law or otherwise) any of its rights any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, a Party shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor entity, whether by merger, acquisition, change in control, or other transaction involving the sale of all or substantially all of that Party's assets, without prior approval of the other Party.

16. **Severability.**

Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

17. **Equitable Relief.**

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that either Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity.

18. **Nature of Agreement; Independent Contractor.**

Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. Vendor is an independent contractor and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

19. **Counterparts; Execution.**

This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. "electronic signature" through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

20. **Entire Agreement.**

This Agreement constitutes the complete agreement between Vendor and Covered Entity relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however* that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that a Party believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, that Party may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to the other Party which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

21. **Notice.**

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) electronic mail. Notices shall be sent to the addresses below. If no address is listed below, then the Parties agree that sending a notice to the last known address of said Party is a valid form of notice. No Party to this Agreement shall refuse delivery of any notice hereunder.

**(Please fill in the best way to contact your agency below)**

<b>Vendor:</b>	<b>Covered Entity:</b>
ESO Solutions, Inc. 9020 N. Capital of Texas Highway Bldg. II-300 Austin, Texas 78759  <b>Attention: Legal</b> <b>Tel. No: (866) 766-9471</b> <b>Email: <u>contracts@esosolutions.com</u></b>	Entity Name: _____ Address 1: _____ Address 2: _____ State/Zip: _____  <b>Attention:</b> _____ <b>Tel. No:</b> _____ <b>Email:</b> _____

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Vendor (Legal Name):**

ESO Solutions, Inc.

Sign: \_\_\_\_\_

Name: Chris Dillie

Title: President and CEO

Date: 12/1/2014

**Covered Entity (Legal Name):**

City of Lucas

Sign: \_\_\_\_\_

Name: Jim Kitchens

Title: Fire Chief

Date: 12/10/2014

APPENDIX C FEE SCHEDULE
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**ARTICLE 16.000 AMBULANCE SERVICE**

- (a) Advanced life support (resident): \$600.00.
- (b) Advanced life support (nonresident): \$800.00.
- (c) Advanced life support 2 (resident): \$700.00.
- (d) Advanced life support 2 (nonresident): \$900.00.
- (e) Basic life support (resident): \$500.00.
- (f) Basic life support (nonresident): \$700.00.
- (g) Mileage (per loaded mile): \$15.00.
- (h) Oxygen: \$90.00.
- (i) Advanced life support supplies: \$250.00.
- (j) Basic life support supplies: \$150.00.
- (k) Additional crew member (resident): \$0.00.
- (l) Additional crew member (nonresident): \$46.50.



# Management Summary



# 12 Month Look-Back

## City of Lucas

	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	Total/Avg.
<b>Gross Charges</b>	\$19,820.0	\$17,370.0	\$17,485.0	\$20,770.0	\$24,185.0	\$18,925.0	\$16,170.0	\$22,655.0	\$22,140.0	\$18,330.0	\$5,830.0	\$17,880.0	<b>\$221,560.0</b>
<b>Cash Collections</b>	\$6,367.1	\$12,165.9	\$6,350.9	\$10,084.3	\$11,958.8	\$11,554.2	\$6,942.9	\$11,303.8	\$8,706.9	\$11,541.6	\$9,232.0	\$7,432.0	<b>\$113,640.3</b>
<b>Gross Charge/Txp</b>	\$900.9	\$965.0	\$920.3	\$865.4	\$1,007.7	\$946.3	\$1,010.6	\$906.2	\$1,006.4	\$833.2	\$728.8	\$941.1	<b>\$927.0</b>
<b>Cash/Txp (CPT)</b>	\$289.4	\$675.9	\$334.3	\$420.2	\$498.3	\$577.7	\$433.9	\$452.2	\$395.8	\$524.6	\$1,154.0	\$391.2	<b>\$475.5</b>
<b>Collection Rate</b>	32.1%	70.0%	36.3%	48.6%	49.4%	61.1%	42.9%	49.9%	39.3%	63.0%	158.4%	41.6%	<b>51.3%</b>

## Payer Mix

	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	Avg.
<b>Medicare</b>	36.4%	50.0%	47.4%	37.5%	41.7%	50.0%	37.5%	44.0%	36.4%	50.0%	87.5%	31.6%	<b>43.5%</b>
<b>Medicaid</b>	9.1%	11.1%	0.0%	8.3%	0.0%	15.0%	0.0%	8.0%	0.0%	13.6%	0.0%	10.5%	<b>6.7%</b>
<b>Insurance</b>	50.0%	38.9%	42.1%	41.7%	45.8%	20.0%	50.0%	44.0%	36.4%	27.3%	25.0%	26.3%	<b>38.1%</b>
<b>Private Pay</b>	4.6%	0.0%	10.5%	12.5%	12.5%	15.0%	12.5%	4.0%	27.3%	9.1%	-25.0%	31.6%	<b>11.3%</b>



# Level of Service Summary

	Level of Service												
	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	Avg.
ALS2	4.5%	5.6%	5.3%	0.0%	0.0%	5.0%	6.3%	0.0%	9.1%	0.0%	0.0%	0.0%	2.9%
ALS-Emergent	77.3%	83.3%	73.7%	62.5%	75.0%	80.0%	93.8%	80.0%	68.2%	63.6%	62.5%	89.5%	75.7%
BLS-Emergent	18.2%	11.1%	21.1%	37.5%	25.0%	15.0%	0.0%	20.0%	22.7%	36.4%	37.5%	10.5%	21.3%

	Level of Service Volume												
	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	Total
ALS2	1	1	1	-	-	1	1	-	2	-	-	-	7
ALS-Emergent	17	15	14	15	18	16	15	20	15	14	5	17	181
BLS-Emergent	4	2	4	9	6	3	-	5	5	8	3	2	51
Total	22	18	19	24	24	20	16	25	22	22	8	19	239
Transport Mileage	194	199	212	253	320	194	147	252	240	210	49	168	2,437

# Year-Over-Year Comparison

City of Lucas	09/01/17 to 08/31/18	09/01/18 to 08/31/19	
	12 Months	12 Months	Variance
Gross Charges	\$216,802.00	\$221,560.00	\$4,758.00
Cash Collections	\$115,626.06	\$113,640.34	-\$1,985.72
Gross Charge/Txp	\$899.59	\$927.03	\$27.44
Cash/Txp (CPT)	\$479.78	\$475.48	-\$4.30
Collection Rate	53.33%	51.29%	-2.04%
Total Volume	<b>241</b>	<b>239</b>	<b>-2</b>
	Payer Mix		
Medicare	44.40%	43.51%	-0.89%
Medicaid	6.64%	6.69%	0.05%
Insurance	40.25%	38.08%	-2.17%
Private Pay	8.71%	11.29%	2.58%
	Level of Service		
ALS2	4.98%	2.93%	-2.05%
ALS-Emergent	80.50%	75.73%	-4.77%
BLS-Emergent	14.52%	21.34%	6.82%

Slight cash per transport decrease can be seen

Volume is steady

Commercial insurance has decreased

The uninsured population has increased

Your agency's Level of service mix experienced a negative shift



# City of Lucas City Council Request September 19, 2019

Item No. 06

Requester: City Engineer Stanton Foerster

## **Agenda Item Request**

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Consider approving the updated Capital Improvement Plan from October 1, 2019 through September 30, 2025.

## **Background Information**

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The Capital Improvement Plan from 2020 to 2025 was accepted by the City Council on November 1, 2018. With the completion of projects and the addition of other projects, the Capital Improvement Plan should be updated to reflect the successes of the improvements city-wide.

The following projects have been completed:

- Roadway Project 1 – Winningkoff Reverse Curve
- Roadway Project 2 – Stinson Road/W. Lucas Road Intersection Improvements
- Roadway Project 3 – W. Lucas Road Widening
- Roadway Project 4 – 2016-2017 Street Maintenance
- Roadway Project 7 – White Rock Trail Reconstruction
- Roadway Project 8 – E. Winningkoff Road Trailhead
- Roadway Project 9 – 2017-2018 Street Maintenance
- Water System Project 1 – Parker Road 12-Inch Waterline Phase 1 – Section 1
- Water System Project 2 – Parker Road Eight-Inch Waterline Phase 2
- Water System Project 4 – Automatic Flushing Valves
- Water System Project 5 – Meter Replacement
- Water System Project 6 – Parker Road Eight-Inch Waterline Phase 3
- Water System Project 11 – Snider Lane Eight-Inch Waterline

The following projects were added to the CIP:

- Roadway Project 12 - Parker Road Left Turn Lane to Cimarron Trail
- Roadway Project 15 - West Lucas Road 4-Lane Divided
- Roadway Project 22 – Bridge design for Stinson Road bridge
- Roadway Project 23 – Bridge design for Snider Lane bridge
- Roadway Project 24 – Stinson Road from Bristol Park to Bentwater Drive
- Roadway Project 25 – Bait Shop intersection, West/East Lucas Road

## **Attachments/Supporting Documentation**

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The updated Capital Improvement Plan from 2020 to 2025.



# City of Lucas City Council Request September 19, 2019

Item No. 06

## **Budget/Financial Impact**

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NA

## **Recommendation**

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Staff recommends acceptance of the updated CIP.

## **Motion**

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I make a motion to approve/deny the Capital Improvement Plan from 2020 to 2025.

**CITY OF LUCAS**  
**CAPITAL IMPROVEMENT PLAN**  
**From 2020 To 2025**



**Adopted: September 19, 2019**

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## **Introduction**

The Capital Improvement Plan (CIP) for the City of Lucas is a valuable part of the community planning process. The CIP links local infrastructure investments with comprehensive plan goals, land use ordinances, and economic development efforts. The CIP bridges the gap between planning and spending as well as between the visions of the comprehensive plan and the fiscal realities of improving and expanding community facilities. The purpose of the CIP policy is to create a fair and consistent process outlining procedures for proposing, evaluating, and adopting capital projects creating long-term benefits.

The CIP is a five-year planning document adopted by the City Council for capital improvements related City roadways and drainage systems as well as for the water system infrastructure and facilities. The CIP is not to be confused with the Capital Improvement Budget. The Capital Improvement Budget is prepared each year in conjunction with the annual Operating Budget. It generally includes only those projects from the first year of the CIP funded during the current year and will address additional capital needs that are not included in the CIP, such as equipment and vehicles as recommended by the Vehicle and Equipment Committee.

A capital project is defined as having a minimum cost of \$5,000 resulting in 1) the creation of a new fixed asset or 2) enhancement of an existing fixed asset.

Typically, the life expectancy of a capital project is 20 years, but it depends on the classification of the asset. Examples of capital projects include construction or expansion of public buildings, the acquisition of land for public use, planning, water system improvements, sewer mains as defined in the wastewater plan, engineering costs, and street and drainage construction. Example of an enhancement to a fixed asset would be reconstruction or reconditioning of streets.

## **Goals**

The following goals help to ensure consistence in establishing CIP:

1. Preserving public health, welfare, and safety - providing the basic services that ensure public health, welfare, and safety is the fundamental responsibility of local government.
2. Anticipating the demands of growth - when related to the comprehensive plan, the capital improvement planning process works to anticipate investments in community facilities and infrastructure which are needed to serve or shape the pattern of growth and development.
3. Supporting economic development - having sound fiscal health, high-quality facilities, and services are attractive to business and potential residents. New corporate investment and reinvestment in a community may be influenced by improvements that enhance the quality of life for their labor force. Private decisions that bring jobs to an area and new taxes to a community are based not only on availability of water and sewer but also upon the quality of schools, public safety, recreational opportunities, and many other services. The City of Lucas has identified two areas for commercial development that are located on its peripheral boundaries to complement the high quality of life and not hinder or negatively impact the quality of life.

4. Developing a fair distribution of capital costs - the CIP process allows for public discussion of the preferred means of distributing capital costs over time. Funding strategies to consider include:
  - a. Annually, the City earmarks funds in the unrestricted fund balance to save for future projects.
  - b. Issuance of debt that is paid by both existing and future users of the facility.
  - c. User fees may be deemed more appropriate than property taxes.
  - d. Federal or state funds may also be available to help finance specific projects.

The CIP process can promote discussion of funding strategies.

5. Avoiding undue tax increases - capital improvement planning is a means of avoiding the unpleasant surprise of expensive projects generating large property tax increases. While cost impacts cannot always be precisely determined in advance, the CIP fosters discussion of the distribution of the tax burden of new capital expenditures over time. A corollary benefit of fiscal stability and sound community facility planning can result in an improved bond rating.

## **Development Process**

The CIP outlines the major utility infrastructure, streets and drainage, facilities, parks, and other improvements needed to serve the citizens, meet growth related needs, and comply with state and federal regulations.

Preparation - the City Secretary coordinates the annual update and adoption of the five-year CIP. The City Manager will lead the review and prioritization of capital projects for City Council consideration. The Finance Director, City Engineer, Development Services Director, and the City Manager shall prioritize and rank projects according to the criteria listed in the project criteria section. The CIP includes all costs associated with the design, rights-of-way acquisition, and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:

1. Solicit citizen participation in formulating the identification and prioritization of the CIP.
2. Identify capital improvements through system models, repair and maintenance records, and growth demands.
3. Prioritize CIP projects based on input from City staff from all areas related to each project, and its effect on operations.

The CIP will be submitted to City Council for review, revision, and approval. It will be reviewed and revised annually to include updated information.



Control - all capital project expenditures must be appropriated in the capital budget. The Finance Director and City Manager must certify the availability of resources before any capital project contract is presented to the City Council for approval.

Financing Programs - recognizing that long-term debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected longevity which equal or exceed the average length of the debt issue. Impact fees, assessments, pro-rata charges, or other fees may be used to fund capital projects. The City Council may also evaluate the use of unrestricted general fund reserves to facilitate funding.

Reporting - periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable the Finance Department to monitor and control the budget as authorized. Capital project status reports will be presented to City Council.

### **Capital Improvement Plan (CIP) 2020-2025**

Departments will include as part of their project proposal:

1. A Project Summary providing an overview and justification of the project.
2. A Fiscal Overview that includes estimated cost estimates and funding strategies that proposes funding options must be identified including:
  - a. Operating Revenues
  - b. Reserves and/or Debt
  - c. Grants
  - d. Partnerships with Other Organizations
  - e. Impact Fees
  - f. Developer Funded

Expense estimates must be identified in the section for design, site acquisition, construction, estimated annual maintenance and operating cost impact based on the current estimated cost and values. To help manage cash flows, the financial plan must be complete to ascertain the impact on multiple fiscal years.

3. A Project Description section will provide additional project detail such as estimated linear feet, square feet or other applicable measurement, language that explains the overall need for the project as well as the benefit to the community.
4. Proposed Schedule identifying major milestones such as the design, bid, and construction phases.
5. Identification of the Project Manager.

Additional information may be requested by the City Manager and/or the members of the City Council.

## Project Criteria

The evaluation of proposed capital projects will be in accordance with the following criteria:

1. Public Health, Safety, and Welfare - projects improving the public health, safety, and welfare of the community will be rated with highest priority. Projects must demonstrate the benefit provided to the community and possible risks from not completing the project. Compliance with state and federal mandates fall under this category.
2. Quality of Life - projects enhancing the quality of life enjoyed by citizens, such as equestrian and hiking trails throughout the City, will receive a high priority.
3. Funding - funding availability considerations are included when ranking projects. Grants and funding partnerships are considered first followed by operating revenues, fund balance, and debt. Debt may be issued to fund capital projects after alternative funding sources are exhausted.
4. Economic Development - projects enhancing and promoting the establishment of commercial business with the best use for a parcel of land that is zoned commercial will be given the highest priority.

## CIP Amendment

Amendments to the CIP effecting the current fiscal year must be recommended by the City Manager and approved by the City Council through a budget amendment. Amendments will be considered according to project scoring criteria as previously identified. Higher priority will be given to projects necessary for the public health, safety, and funding availability.

Any plan must be based upon an estimate of certain characteristics. These characteristics may change and vary from time to time and when they do, the CIP should be updated. It may require that certain proposed improvements be implemented immediately or even delayed. Further, this plan is meant to be flexible. It is to be used as a tool to help establish a course of action.

## CIP Project Prioritization

Using the criteria identified in the Project Criteria section of this document will assist staff and ultimately the elected officials in rating each project to facilitate prioritization. There are various rating schemes available for establishing capital improvements priorities. The following set of standards are used as the evaluation method for the City:

- **High** - essential capital improvements are projects needed to promote and/or protect the public welfare and safety. Projects classified under this category are projects of the highest priority.
- **Routine** - necessary capital improvements are projects which are needed for the convenience and conservation of endangered resources, or for the completion of partially

completed projects. Projects of this type include improvements which are considered necessary for a progressive growing community and for problems that do not negatively impact public welfare.

- **Low** - desirable capital improvements are projects which protect property, replace obsolete facilities, reduce operating costs and add to the attractiveness of the community. Projects of this type are not considered high priority and may be delayed or removed from the CIP as funding changes. Conversely, these types of projects can be brought forth when budget surpluses or additional funding sources are identified.
- **Deferrable** - these capital improvements are projects of the lowest priority. These projects can be postponed or eliminated from the CIP because of cost, timing, or need.

## Impact Fees

Chapter 395 of the Texas Local Government Code describes the procedures Texas cities must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in September 2001 to define an Impact Fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the cost of roadway improvements or facility expansion necessitated by and attributable to the new development.”

The City retained BW2 Engineers, Inc. and Capex Consulting Group, LLC. To assist the City with the details of the impact fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the CIP, and the application of the Land Use Equivalency Table.

The last City of Lucas Roadway and Water Impact Fee update was approved by the City Council on November 1, 2018 when it adopted Ordinance 2018-11-00886 amending the Code of Ordinances by amending Chapter 10 titled “Subdivision Regulations” by updating and adopting the revised Capital Improvement Plan and Land Use Assumptions; by amending Article 10.02 titled “Impact Fees” by amending Section 10.02.006 titled “Calculation” by renaming Section 10.02.006 Calculations of Impact Fees” by replacing Subsection (a) of Section 10.02.006 in its entirety with a new Subsection (a) setting forth “road impact fees by land use” and adding a new Subsection (b) setting forth “water impact fees by meter size” and renumbering the remaining sections of Article 10.02.006; by amending Appendix “C” titled “Fee Schedule” by renaming Article 10.000 titled “Road Impact Fees by Land Use” and by adding a chart setting forth road impact fees by land use; by renaming Article 11.000 titled “Water Impact Fees by Meter Size” and by adding a chart setting forth water impact fees by meter size.

The following updated impact fees are in effect:

- **Road Service Unit of \$1,188.21 per vehicle mile**  
(For example, to calculate the impact fee for a single-family home, take the service unit of \$1,188.21 x 4.24 per development unit equaling an impact fee of \$5,038.01)

- **Water Service Unit of \$3,473.00**

(For example, to calculate the impact fee for a one-inch water meter take the service unit of \$3,473.00 x 1.4 the AWWA meter ratio equaling an impact fee of \$4,862.20

Chapter 395 mandates that impact fees be reviewed and updated at least every five (5) years. Therefore, the City of Lucas will need to review and update its current impact fees by November 1, 2023.

## Roadway and Trail Project CIP At-A-Glance

The following table is a quick reference guide that summarizes the CIP Roadway and Trail Projects. It indicates the fiscal year in which the project is scheduled to begin, a project number for identification purposes, the recommended priority of implementation, the preliminary estimated costs for improvements, and the anticipated funding sources.

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
2016-2017	1	Complete	Winningkoff Road Reverse Curve	\$737,330 Actual	Impact Fees and Certificate of Obligation
	2	Complete	Stinson Road/ W. Lucas Road Intersection Improvements	\$533,366 Actual	Certificates of Obligation, Reginal Toll Revenue, Collin County Bond, City of Lucas General Fund
	3	Complete	W. Lucas Road Widening	\$1,517,154 Actual <i>(Including maintenance)</i>	Regional Toll Revenue, City of Lucas General Fund, and Collin County Bond, Impact Fees
2016-2017	4	Complete	Street Maintenance	\$159,403 Actual	City of Lucas General Fund
<b>2016-2017 TOTAL:</b>				<b>\$2,947,253</b>	
2017-2018	5	Design Complete	Country Club Road/Estates Parkway Intersection Improvements	\$350,000	Certificate of Obligation
	6	Design Complete	Winningkoff Road Middle Section from the Reverse Curve to Snider Lane	\$2,051,675	Certificate of Obligation, Reserves, Impact Fees
	7	Complete	White Rock Trail	\$371,446	General Fund
	8	Complete	E. Winningkoff Road Trailhead	\$240,000	\$120,000 General Fund; \$120,000

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
					Collin County Park Board Grant
	9	Complete	Street Maintenance	\$864,431	City of Lucas General Fund
<b>2017-2018 TOTAL:</b>				<b>\$3,877,552</b>	
2018-2019	10	High	Stinson Road Southern Section from Parker Road to Bristol Park	\$3,164,519	Certificate of Obligation, Reserves, Impact Fees
	11	High	Blondy Jhune Road Reconstruction from Western Bridge to Winningkoff Road	\$3,263,173	Certificate of Obligation, Reserves, Impact Fees
	12	High	Parker Road left turn to Cimarron Trail	\$200,000	Unrestricted General Fund Reserves
	13	Low	Northeast Equestrian and Pedestrian Trails	No estimate	To Be Determined
	14	Routine	Street Maintenance	\$750,000	City of Lucas General Fund
	15	High	West Lucas Road 4-Lane Divided	\$12,550,000	80% 2018 Collin County Road funds; 20% Local
<b>2018-2019 TOTAL:</b>				<b>\$19,927,692</b>	
2019-2020	16	High	Stinson Road Northern Section from Bentwater Drive to the Reverse Curve	\$2,000,000	To Be Determined
	17	Routine	Streets Maintenance	\$750,000	City of Lucas General Fund
<b>2019-2020 TOTAL:</b>				<b>\$2,750,000</b>	

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
2020-2021	18	High	Winningkoff Road Southern Section from E. Lucas Road to the Reverse Curve	\$2,000,000	To Be Determined
	19	Routine	Street Maintenance	\$750,000	City of Lucas General Fund
	20	Low	Exercise and Leisure Loop	\$2,747,064	TxDOT Grant
	21	Low	Southwest Multipurpose Trails	No Estimate	To Be Determined
	22	High	Bridge design for Stinson Road Bridge	\$820,000	2019 Certificates of Obligation
	23	High	Bridge design for Snider Lane Bridge	\$820,000	2019 Certificates of Obligation
	24	High	Stinson Road from Bristol Park to Bentwater Drive Construction	\$4,510,000	2019 Certificates of Obligation
	25	High	Bait Shop Intersection West/East Lucas Road	\$800,000	TxDOT, 2019 Certificates of Obligation
<b>2020-2021 TOTAL:</b>				<b>\$12,447,064</b>	
2021-2026	26	Routine	Street Maintenance (\$1,000,000 per year)	\$5,000,000	City of Lucas General Fund
<b>2021-2026 TOTAL:</b>				<b>\$5,000,000</b>	
2026-2031	27	Routine	Street Maintenance (\$1,000,000 per year)	\$5,000,000	City of Lucas General Fund

STARTING IN FISCAL YEAR	PROJECT NO.	PRIORITY	PROJECT	ESTIMATED COST	FUNDING SOURCE
2026-2031 TOTAL:				\$5,000,000	



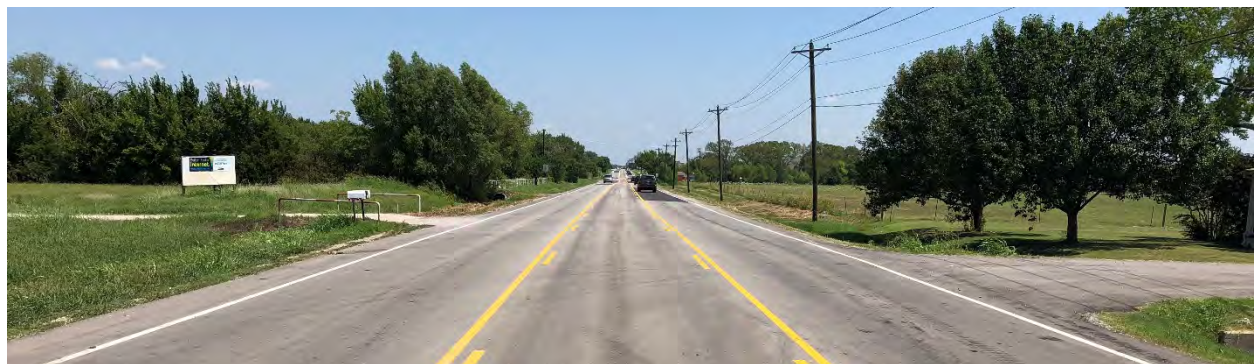
WINNINGKOFF ROAD REVERSE CURVE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	1	Roadway	Complete	High
FISCAL OVERVIEW				
Cost		Source of Funding		
\$144,645 Design Contract		Impact Fees and Certificate of Obligation		
\$502,410 Construction Contract				
<u>\$100,480 Contingency</u>				
\$747,535 Total Budget				
\$740,601 Actual				
PROJECT DESCRIPTION				
Replace existing asphalt pavement with concrete pavement. The eastern curve will be designed to accommodate a school bus and an auto passing in opposite directions. The western curve will be replaced with a three-way stop sign controlled intersection at Forestview Drive. The project length is approximately 0.5 miles.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2017		2018 - <b>Complete</b>		
<b>PROJECT MANAGER:</b> City Engineer				



STINSON ROAD/WEST LUCAS ROAD INTERSECTION IMPROVEMENTS							
PROJECT SUMMARY							
Starting in Fiscal Year	Project No.	Category	Project Status	Priority			
2016-2017	2	Roadway	Complete	High			
FISCAL OVERVIEW							
Cost		Source of Funding					
\$91,130 Design Contract \$391,572 Construction Contract <del>\$97,000 Contingency</del> \$579,702 Total Budget \$533,366 Actual		Certificates of Obligation, Regional Toll Revenue, Impact Fees, Reserves.					
PROJECT DESCRIPTION							
Provide for two northbound Stinson Road lanes on approach to W. Lucas Road: one left turn and one right turn. Improve drainage along the W. Lucas Road. The addition of a fourth leg to Country Club Road/W. Lucas Road intersection was added to design of this project in early 2018.							
PROJECT SCHEDULE							
Project Begin Year		Project End Year					
2017		2018 - <b>Complete</b>					
<b>PROJECT MANAGER:</b> City Engineer							



W. LUCAS ROAD WIDENING				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	3	Roadway	Complete	High
FISCAL OVERVIEW				
Cost of Capacity Improvements		Source of Funding		
\$79,250 Design Contract \$1,172,780 Construction Contract \$293,195 Contingency \$1,545,225 Total Budget \$1,517,154 Actual		\$1,200,000 in Regional Toll Revenue, \$244,414 in Collin County Bonds, and \$72,740 from Impact Fees/Reserves		
PROJECT DESCRIPTION				
Widen W. Lucas Road from Willow Springs School to Angel Parkway by adding a center and left turn lane. The project length is approximately 1.5 miles. *During the construction of the three lanes, numerous areas of the existing roadway required full depth repairs.				
PROJECT SCHEDULE				
Project Begin Year		Project End Year		
2017		2018 - <b>Complete</b>		
<b>PROJECT MANAGER:</b> City Engineer				





STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2016-2017	4	Roadway	Complete	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$750,000 Total Budget			City of Lucas General Fund	
\$159,403 Actual*				
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost. Project List: 1. Daytona Avenue/CR 391 2. Horseman Drive 3. Skyview Drive 4. Edgefield Lane Turnaround  *Most of the funds budgeted for FY 2016-2017 were allocated to FY 2017-2018 to accommodate the contractor’s schedule.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2017			2017 - <b>Complete</b>	
PROJECT MANAGER: City Engineer				



## COUNTRY CLUB ROAD/ESTATES PARKWAY INTERSECTION IMPROVEMENTS

### PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	5	Roadway	Design	High

### FISCAL OVERVIEW

Cost	Source of Funding
\$82,700 Design \$267,300 for Construction \$350,000 Total Budget \$350,000 March 2017 Estimate  Expenditures: FY 17/18: \$55,303 Expenditures: FY 18/19: 1,443	Certificate of Obligation

### PROJECT DESCRIPTION

Add a right turn lane from eastbound Estates Parkway to southbound Country Club Road. Add a left turn lane from northbound Country Club Road to westbound Estates Parkway. TxDOT may add funding to this project to improve drainage near the intersection.

### PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2020

**PROJECT MANAGER:** City Engineer



WINNINGKOFF ROAD MIDDLE SECTION FROM THE REVERSE CURVE TO SNIDER LANE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	6	Roadway	Pre-construction	High
FISCAL OVERVIEW				
Cost			Source of Funding	
\$215,850 Design Contract \$1,615,177 for Construction \$139,890 Project Management <u>\$ 80,758 Contingency</u> \$1,911,785 Total Budget  Expenditures FY 17/18: \$106,867 Expenditures FY 18/19: \$28,413			Certificate of Obligation, Reserves, Impact Fees	
PROJECT DESCRIPTION				
Reconstruct 0.5 miles of Winningkoff Road with concrete pavement and improve drainage.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2017			2020	
PROJECT MANAGER: City Engineer				





WHITE ROCK TRAIL							
PROJECT SUMMARY							
Starting in Fiscal Year	Project No.	Category	Project Status	Priority			
2017-2018	7	Roadway	Complete	High			
FISCAL OVERVIEW							
Cost		Source of Funding					
\$243,455 Construction Contract \$ 79,300 Settlement <u>\$48,691 Contingency</u> \$371,446 Total Budget \$306,968 Actual		City of Lucas General Fund					
PROJECT DESCRIPTION							
Southern 1,300 feet of White Rock Trail							
PROJECT SCHEDULE							
Project Begin Year		Project End Year					
2017		2018 – <b>Complete</b>					
<b>PROJECT MANAGER:</b> City Engineer							

TRAILHEAD ON E. WINNINGKOFF ROAD				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	8	Trail	Complete	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$240,000 Estimate			\$120,000 City of Lucas General Fund and \$120,000 Collin	
\$240,000 Actual			County Park Board Grant	
PROJECT DESCRIPTION				
Trailhead on E. Winningkoff Road was constructed during Fiscal Year 2017-2018. The Trailhead provides parking, a corral, restroom facilities, and other amenities. Additional work, such as marking the trail and maintenance was also completed in Fiscal Year 2017-2018.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2017			2018 - <b>Complete</b>	
<b>PROJECT MANAGER:</b> Development Services Director				





STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	9	Roadway	Complete	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$882,335 Total Budget			City of Lucas General Fund	
\$864,431 Actual				
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost. Project List: 1. Blondy Jhune Road 2. Stinson Road 3. Lewis Lane 4. Rock Ridge Road 5. White Rock Trail				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2017			2018 - <b>Complete</b>	
PROJECT MANAGER: City Engineer				



## STINSON ROAD SOUTHERN SECTION FROM PARKER ROAD TO BRISTOL PARK

### PROJECT SUMMARY

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	10	Roadway	Construction	High

### FISCAL OVERVIEW

Cost	Source of Funding
\$272,223 Design Contract \$2,554,724 Construction \$209,836 Project Management <u>\$127,736 Contingency</u> \$3,164,519 Total Budget  Expenditures: FY 17/18: \$168,222 Expenditures: FY 17/18: \$1,303,573	Certificates of Obligation, Reserves, Impact Fees

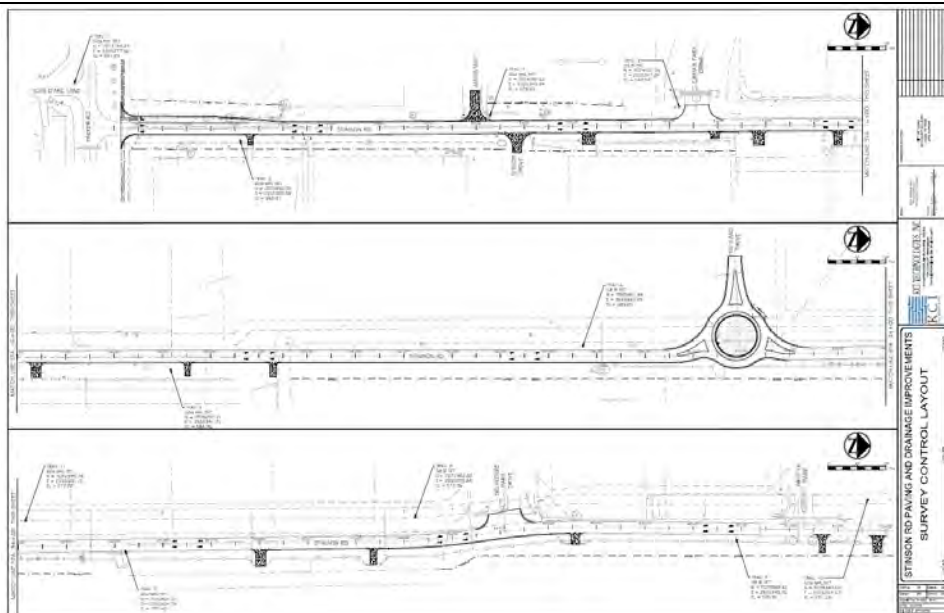
### PROJECT DESCRIPTION

This concrete project extends from Parker Road to Bristol Park, and it is about a mile long. It does not include the Muddy Creek Bridge. A straight, flat two-lane roadway is planned to have a roundabout at Highland Drive.

### PROJECT SCHEDULE

Project Begin Year	Project End Year
2017	2019

**PROJECT MANAGER:** City Engineer



**BLONDY JHUNE ROAD MIDDLE AND EASTERN SECTIONS  
FROM THE WESTERN BRIDGE TO WINNINGKOFF ROAD**

**PROJECT SUMMARY**

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2017-2018	11	Roadway	Construction	High

**FISCAL OVERVIEW**

Cost	Source of Funding
\$247,791 Design Contracts \$2,605,335 Construction \$279,780 Project Management <u>\$130,267 Contingency</u> \$3,263,173 Total Budget  Expenditures: FY 14/15: \$47,076 Expenditures: FY 15/16: \$39,224 Expenditures: FY 17/18: \$104,500 Expenditures: FY 18/19: \$1,290,586	Certificates of Obligation, Reserves, Impact Fees

**PROJECT DESCRIPTION**

Replace existing asphalt roadway with a two-lane concrete roadway from the western bridge to Winningkoff Road. The project length is about a mile long and has two different pavement cross sections to accommodate minimizing the impact to the tree canopy. Preliminary design work began in FY 14/15.

**PROJECT SCHEDULE**

Project Begin Year	Project End Year
2017	2020

**PROJECT MANAGER:** City Engineer



PARKER ROAD LEFT TURN LANE TO CIMARRON TRAIL						
PROJECT SUMMARY						
Starting in Fiscal Year	Project No.	Category	Project Status	Priority		
2018-2019	12	Roadway	Construction	High		
FISCAL OVERVIEW						
Cost			Source of Funding			
\$46,306 Design \$102,694 Construction \$34,000 Contingency \$17,000 TxDOT (approved CC 2/7/19) \$200,000 Total Budget			Unrestricted General Fund Reserves			
PROJECT DESCRIPTION						
Left turn lane being provided by TxDOT						
PROJECT SCHEDULE						
Project Begin Year			Project End Year			
2019			2019			
PROJECT MANAGER: TxDOT						

NORTHEAST EQUESTRIAN AND PEDESTRIAN TRAILS				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2018-2019	13	Trail	Planning	Low
FISCAL OVERVIEW				
Cost			Source of Funding	
\$\$\$			To Be Determined	
PROJECT DESCRIPTION				
Obtain easements and construct equestrian and pedestrian trails radiating from the E. Winningkoff Trailhead to the west and south. These trails would generally follow Blondy Jhune Road, E. Winningkoff Road, Welborn Lane, and White Rock Creek (from Winningkoff Road to Snider Lane) The purpose is to link to other trails such as the Trinity Trail, and keep equestrian trails separate from multipurpose trails.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2019			2026	
PROJECT MANAGER: Development Services Director				



STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2018-2019	14	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$750,000			City of Lucas General Fund	
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2018			2019	
PROJECT MANAGER: City Engineer				



WEST LUCAS ROAD 4 - LANE DIVIDED				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020/2021	15	Roadway	Planning	High
FISCAL OVERVIEW				
Cost			Source of Funding	
\$12,550,000 (estimate)			Possible Funding Sources: TxDOT Collin County 2019 Certificates of Obligation (\$420,783 approved)	
PROJECT DESCRIPTION				
Country Club Road to Angel Parkway 4-lane divided roadway				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2020			TBD	
PROJECT MANAGER: City Engineer				

**STINSON ROAD NORTHERN SECTION  
FROM BENTWATER DRIVE TO THE REVERSE CURVE**

**PROJECT SUMMARY**

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	16	Roadway	Planning	High

**FISCAL OVERVIEW**

Cost	Source of Funding
\$2,000,000 August 2018 Estimate	To Be Determined

**PROJECT DESCRIPTION**

Replace existing asphalt roadway with a concrete, two-lane roadway from Bentwater Drive to the reverse curve at 405 Stinson Road. It does not include the Muddy Creek Bridge and is about 0.66 miles in length. This is a straight and flat roadway with no four-way intersections.

**PROJECT SCHEDULE**

Project Begin Year	Project End Year
2020	TBD

**PROJECT MANAGER:** City Engineer



STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2019-2020	17	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$750,000			City of Lucas General Fund	
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2019			2020	
PROJECT MANAGER: City Engineer				

**WINNINGKOFF ROAD SOUTHERN SECTION  
FROM EAST LUCAS ROAD TO THE REVERSE CURVE**

**PROJECT SUMMARY**

Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	18	Roadway	Planning	High

**FISCAL OVERVIEW**

Cost	Source of Funding
\$2,000,000 August 2018 Estimate	A: 2019 Certificates of Obligation (\$1,000,000) B: To Be Determined

**PROJECT DESCRIPTION**

- A. Replace existing asphalt roadway with a concrete, two-lane roadway from East Lucas Road, south of Rollingwood, and a new culvert.
- B. Replace roadway south of Rollingwood to Reverse Curve will also be replaced.

**PROJECT SCHEDULE**

Project Begin Year	Project End Year
2020	TBD

**PROJECT MANAGER:** City Engineer

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	19	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$750,000			City of Lucas General Fund	
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2020			2021	
PROJECT MANAGER: City Engineer				

LUCAS COMMUNITY TRAIL				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2019-2020	20	Trail	Planning	Low
FISCAL OVERVIEW				
Cost			Source of Funding	
\$2,747,064			TxDOT grant; Collin County Open Space grant; TPWD grant	
PROJECT DESCRIPTION				
Construct a five-mile loop starting a City Hall and proceeding south along Country Club Road, west along W. Lucas Road, north along future Ingram Lane, east along Estates Parkway, and south along Country Club Road ending at City Hall. The purpose of the loop is to provide a separate facility away from the vehicular traffic. The width of the loop pavement should be between seven and 14 feet depending on location and a desire to create a two-way facility. The loop may be constructed from crushed granite and/or concrete.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2020			TBD	
PROJECT MANAGER: Development Services Director				

SOUTHEAST MULTIPURPOSE TRAILS				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	21	Trail	Planning	Low
FISCAL OVERVIEW				
Cost			Source of Funding	
\$\$\$			To Be Determined	
PROJECT DESCRIPTION				
Obtain easements and construct multipurpose trails south of W. Lucas Road and west of Southview Drive. These trails would connect with the Lucas Community Trail along W. Lucas Road at Willow Springs School and the TP&L Powerlines in the southern part of the City. A trailhead may be included as part of this project.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2021			TBD	
PROJECT MANAGER: Development Services Director				

BRIDGE DESIGN FOR STINSON ROAD BRIDGE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	22	Roadway	Planning	High
FISCAL OVERVIEW				
Cost			Source of Funding	
\$820,000			2019 Certificates of Obligation	
PROJECT DESCRIPTION				
Design work for Stinson Road Bridge at Muddy Creek.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2020			TBD	
PROJECT MANAGER: City Engineer				

BRIDGE DESIGN FOR SNIDER LANE BRIDGE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	23	Roadway	Planning	High
FISCAL OVERVIEW				
Cost			Source of Funding	
\$820,000			2019 Certificates of Obligation	
PROJECT DESCRIPTION				
Design work for Snider Lane Bridge at White Rock Creek.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2020			TBD	
PROJECT MANAGER: City Engineer				

STINSON ROAD FROM BRISTOL PARK TO BENTWATER DRIVE CONSTRUCTION				
<b>PROJECT SUMMARY</b>				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	24	Roadway	Planning	High
<b>FISCAL OVERVIEW</b>				
Cost		Source of Funding		
\$4,100,000 Construction <u>\$410,000 Project Management</u> \$4,510,000 Total Budget		2019 Certificates of Obligation approved in the amount of \$3,690,000.		
<b>PROJECT DESCRIPTION</b>				
Replace Stinson Road bridge/culvert from Bristol Park to Bentwater Drive				
<b>PROJECT SCHEDULE</b>				
Project Begin Year		Project End Year		
2020		TBD		
<b>PROJECT MANAGER:</b> City Engineer				



BAIT SHOP INTERSECTION WEST/EAST LUCAS ROAD				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2020-2021	25	Roadway	Planning	High
FISCAL OVERVIEW				
Cost			Source of Funding	
\$800,000 Construction			2019 Certificates of Obligation	
\$800,000 Total Budget			20% of \$4,000,000 TxDOT budget	
PROJECT DESCRIPTION				
FM 1378/FM 3286 intersection improvements (Lucas Road and Southview Drive)				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2020			TBD	
PROJECT MANAGER: TxDOT/City Engineer				

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2021-2022	26	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$5,000,000			City of Lucas General Fund	
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
FY 2021-2022 \$1,000,000				
FY 2022-2023 \$1,000,000				
FY 2023-2024 \$1,000,000				
FY 2024-2025 \$1,000,000				
FY 2025-2026 \$1,000,000				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2021			2026	
PROJECT MANAGER: City Engineer				

STREET MAINTENANCE				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2026-2031	27	Roadway	Planning	Routine
FISCAL OVERVIEW				
Cost			Source of Funding	
\$5,000,000			City of Lucas General Fund	
PROJECT DESCRIPTION				
Each year, roads require proper maintenance to provide reliable mobility at minimal cost.				
FY 2026-2027 \$1,000,000				
FY 2027-2028 \$1,000,000				
FY 2028-2029 \$1,000,000				
FY 2029-2030 \$1,000,000				
FY 2030-2031 \$1,000,000				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2026			2031	
PROJECT MANAGER: City Engineer				

## Water System Projects CIP At-A-Glance

The following table is a quick reference guide that summarizes the CIP Water System Projects. It indicates the fiscal year in which the project is scheduled to begin, a project number for identification purposes, the recommended priority of implementation, the preliminary estimated costs for improvements, and the anticipated funding sources.

STARTING IN FISCAL YEAR	PRIORITY NO.	PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>				
2016-2017	1	Parker Road 12-Inch Waterline Phase 1 – Section 1 from Stinson Road to Enchanted Way	\$354,575 (\$310,989 Actual)	Capital Improvements Water Fund
	2	Parker Road Six-Inch Waterline Phase 2 from Shepherds Creek Drive to Santa Fe Trail	\$548,653 (\$467,775 Actual)	Capital Improvements Water Fund
	3	North Pump Station Improvements: A) Add 500,000 Gallon Water Tower B) Wiltshire Court Eight-Inch Waterline Connection C) Replace Existing Pump Station D) System Pressure Reducing Valves	\$3,032,186	Capital Improvements Water Fund
	4	Automatic Flushing Valves (AFVs) for Non-Looped Waterlines -- The location of these AFVs will be installed where looping of the waterlines is not practical.	\$107,086	Capital Improvements Water Fund
	5	Meter Replacement	\$633,923	Capital Improvements Water Fund
<b>2016-2017 and 2017-2018 TOTAL</b>			<b>\$4,551,959</b>	
2018-2019	6	Waterline Looping	\$1,200,000	\$200,000 from 2019 Certificates of Obligation, Remainder To Be Determined
	7	Parker Road Eight-Inch Waterline Phase 3 from Santa Fe Trail to Stinson Road	\$-0-	TxDOT
	8	Rollingwood Circle/Choice Lane/Lakeview Drive Six-Inch Waterline -- This project will improve water quality and fire protection to 97 homes.	\$432,165	2019 Certificates of Obligation

STARTING IN FISCAL YEAR	PRIORITY NO.	PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>				
	9	A) Edgefield Lane/W. Lucas Road Six-Inch Waterline B) Cedar Bend Trail/E. Lucas Road Six-Inch Waterline -- These two projects will improve water quality and fire protection to 32 homes.	\$113,530	2019 Certificates of Obligation
	10	Graham Lane and Rock Ridge Court Eight-Inch Waterline Loop from Country Club Road to Rock Ridge Road	\$571,775	2019 Certificates of Obligation
<b>2018-2019 TOTAL</b>			<b>\$2,317,470 Estimate</b>	
	11	Snider Lane Eight-Inch Waterline from Shady Lane to Sterling Brown Lane -- This project is a requirement of the Lakeview Downs subdivision. Fire hydrants to be added and will improve water quality on the east side of Lucas.	\$594,549	Impact Fees
	12	Glencove Circle and Crestview Circle Six-Inch Extensions to Brockdale Park Road Eight-Inch Loops -- This project will improve water quality and fire protection to 15 homes and add fire hydrants to the area.	\$224,255	To Be Determined
2019-2020	13	Hickory Hill Street Eight-Inch Waterline from Stinson Road to Brookhaven Drive -- This project will improve water quality and fire protection and add fire hydrants to 12 homes.	\$226,383	To Be Determined
	14	Manor Lane Eight-Inch Waterline -- This will replace an undersized four-inch line, add fire hydrants, and improve the water looping between Estelle Lane and Winningkoff Road.	\$313,951	To Be Determined
	15	A) Rock Ridge Road 12-Inch Waterline from Estates Parkway to Fairbrook Circle and B) Fairbrook Circle Eight-Inch Waterline -- This will replace existing six-inch waterlines and bring Fairbrook	\$491,953	To be Determined

STARTING IN FISCAL YEAR	PRIORITY NO.	PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>				
		Circle into the Lucas Waterworks System.		
	16	Repaint McGarity 200,000-Gallon Ground Storage Tank	\$150,150	To Be Determined
	17	Enchanted Way/Brookhaven Drive Eight-Inch Waterline -- This project will improve water quality and fire protection to 23 homes.	\$203,262	To Be Determined
	18	Rock Ridge Road/Lovejoy High School Eight-Inch Waterline Loop -- This project improves the looping on the west side of the city and at the high school.	\$56,773	To Be Determined
<b>2019-2020 TOTAL</b>			<b>\$2,261,276 Estimate</b>	
2020-2026	19	McGarity 950,000 Gallon Ground Storage Tank	\$1,279,093	To Be Determined
	20	A) Shiloh Drive/Toole Drive Six-Inch Waterline Replacement B) Braeburn Way Eight-Inch Waterline Loop	\$190,546	To Be Determined
	21	Fairbrook Circle/Graham Lane Eight-Inch Waterline Loop	\$256,453	To Be Determined
	22	Lewis Lane Eight-Inch Waterline from Shepherds Creek Drive to Green Acres Lane	\$300,113	To Be Determined
	23	Angel Parkway 12-Inch Waterline from McGarity Lane to Estates Parkway	\$425,539	To Be Determined
	24	Ingram Lane Six- and 12-Inch Waterlines from McGarity Lane to W. Lucas Road	\$836,217	To Be Determined
	25	Estates Road Eight-Inch Waterline	\$232,014	To Be Determined
	26	Chisholm Trail/Caman Park Drive and Turnberry Lane/Highland Drive Eight-Inch Waterline Loops	\$322,203	To Be Determined
	27	Stinson Road/Enchanted Way Eight-Inch Waterline	\$142,278	To Be Determined
	28	Stinson Road/E. Lucas Road Eight-Inch Waterline	\$147,827	To Be Determined
	29	Rock Creek Estates Six-Inch Waterline	\$175,610	To Be Determined
	30	Stinson Road 12-Inch Waterline Connector	\$39,189	To Be Determined

STARTING IN FISCAL YEAR	PRIORITY NO.	PROJECT	ESTIMATED COST	FUNDING SOURCE
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>				
	31	31. Repaint North Pump Station 750,000 Gallon Ground Storage Tank	\$409,303	To Be Determined
	32	32. Repaint McGarity 350,000 Ground Storage Tank	\$228,690	
	33	33. A) Parker Road 12-Inch Waterline Phase 1 - Section 2 B) Parker Road/Brookhaven Drive Eight-Inch Waterline	\$835,239	To Be Determined
		<b>2020-2026 TOTAL</b>	<b>\$5,820,314 Estimate</b>	
2026-2031	34	Replace McGarity 500,000 Gallon Water Tower	\$1,372,140	To Be Determined
	35	Rock Ridge Road 12-Inch Waterline from Exchange Parkway to Fairbrook Circle	\$224,712	To Be Determined
	36	Lakeview Downs/Trinity Park Six-Inch Waterlines and Eight-Inch Loop	\$1,135,688	To Be Determined
	37	Forest Grove Road/Horseman Drive/Orr Road Six- and Eight-Inch Waterlines	\$867,422	To Be Determined
	38	Orr Road (North) Eight-Inch Waterline	\$426,327	To Be Determined
	39	PR 5252 Six-Inch Waterline Replacement	\$93,486	
	40	Repaint North Pump Station 500,000 Gallon Ground Storage Tank	\$297,124	
		<b>2026-2031 TOTAL</b>	<b>\$4,416,899 Estimate</b>	

PARKER ROAD 12-INCH WATERLINE PHASE 1 – SECTION 1					
PROJECT SUMMARY					
Starting in Fiscal Year	Engineering Priority No.	Category	Project Status		
2016-2017	1	Water	Complete		
FISCAL OVERVIEW					
Cost		Source of Funding			
\$62,900 Design \$244,796 Contract \$36,879 Contingency \$10,000 Adjustment FY 16/17 \$354,575 Total Budget \$332,265 Actual		Capital Improvement Water Fund			
PROJECT DESCRIPTION					
This project is needed to improve infrastructure and to accommodate the TxDOT Parker Road widening requiring Lucas to abandon an existing six-inch waterline along Parker Road.					
PROJECT SCHEDULE					
Project Begin Year		Project Completion Year			
2016		2018 - Complete			
PROJECT MANAGER: City Engineer					
PROJECT DETAILS					
Description	Estimated Quantity	Unit Cost	Cost		
Mobilization, Bonds, Insurance	1	\$11,500.00	\$11,500		
Traffic Control/ Construction Signing	1	\$3,000.00	\$3,000		
Erosion Control	1	\$5,000.00	\$5,000		
Trench Safety	2,115	\$1.50	\$3,173		
Furnish & install 12" PVC, including Class "B" embedment	2,100	\$60.00	\$126,000		
Furnish & install 12" PVC, by bore and jacking	25	\$320.00	\$8,000		
Furnish & install 8" PVC, including Class "B" embedment	15	\$42.00	\$630		
Furnish & install 8" PVC, by bore and jacking	25	\$280.00	\$7,000		
Furnish & install 12" Bend	1	\$8,000.00	\$8,000		
Furnish & install 8" Bend	1	\$800.00	\$800		
Furnish & install 12" Tee	4	\$1,200.00	\$4,800		
Furnish & install 12" Valve	5	\$1,500.00	\$7,500		
Furnish & install 8" Valve	1	\$500.00	\$500		
Furnish & install 12"x8" Reducer	1	\$1,200.00	\$1,200		
Furnish & install Fire Hydrant, lead and 6" valve	3	\$4,000.00	\$12,000		
Connections to Existing Water Lines	1	\$8,000.00	\$8,000		
Cut and Plug Existing Water Lines	1	\$2,000.00	\$2,000		
Remove Existing Fire Hydrant and Return to City	2	\$500.00	\$1,000		
Furnish & install Water Service Connection	16	\$1,500.00	\$24,000		
Block Sod	500	\$7.00	\$3,500		
Seeding	3,000	\$1.25	\$3,750		
Construction Contingency (10%)	1	\$25,342	\$25,342		
Engineering/Surveying Services (10%)	1	\$25,342	\$25,342		
		Total:	\$292,037		



PARKER ROAD SIX-INCH WATER LINE PHASE 2					
PROJECT SUMMARY					
Fiscal Year	Engineering Priority No.	Category	Project Status		
2016-2017	2	Water	Complete		
FISCAL OVERVIEW					
Estimated Cost		Source of Funding			
\$ 41,150 Design \$ 447,218 Construction Contract \$ 60,285 Contingency \$ 548,653 Total Budget \$ 467,775 Actual		Capital Improvement Water Fund and Certificate of Obligation			
PROJECT DESCRIPTION					
This project is needed to improve infrastructure and to accommodate the TxDOT Parker Road widening requiring Lucas to abandon an existing six-inch waterline along Parker Road. The scope of this project was change. *The original alignment was along Lewis Lane between Shepherds Creek Drive and Parker Road and then along Parker Road from Lewis Lane to Santa Fe Trail. The constructed alignment is from Lewis Lane and McCreary Drive via new and existing easements and the TxDOT right-of-way. A six-inch waterline was bored most of the length of the project to avoid removing trees and reducing the impacts to property owners.					
PROJECT SCHEDULE					
Project Begin Year		Project Completion Year			
2016		2018 - Complete			
PROJECT MANAGER: City Engineer					
PROJECT DETAILS					
Description	Estimated Quantity	Unit Cost	Cost		
Mobilization, Bonds, Insurance	1	\$12,850.00	\$12,850		
Traffic Control/ Construction Signing	1	\$2,000.00	\$2,000		
Erosion Control	1	\$4,000.00	\$4,000		
Trench Safety	3,500	\$1.50	\$5,250		
Furnish & install 8" PVC, including Class "B" embedment	3,500	\$42.00	\$147,000		
Furnish & install 8" PVC, by bore and jacking	80	\$280.00	\$22,400		
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000		
Furnish & install 8" PVC Creek Crossing, by bore and jacking	50	\$330.00	\$16,500		
Furnish & install 8" Bend	1	\$4,050.00	\$4,050		
Furnish & install 8" Valve	4	\$500.00	\$2,000		
Furnish & install Fire Hydrant, including lead and 6" valve	4	\$4,000.00	\$16,000		
Connections to Existing Water Lines	1	\$4,000.00	\$4,000		
Block Sod	2,500	\$7.00	\$17,500		
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	5,500	\$1.25	\$6,875		
Construction Contingency (10%)	1	\$28,290	\$28,290		
Engineering/Surveying Services (10%)	1	\$28,290	\$28,290		
		Total:	\$326,004		

NORTH PUMP STATION IMPROVEMENTS			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	3	Water	Pre-Construction
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$ 185,000 Design \$ 2,777,240 for Construction \$ (100,000) Scada project \$ 69,946 <u>Project Management</u> \$ 2,862,240 Total Budget  Expenditures for FY 16/17: \$38,875 Expenditures for FY 17/18: \$73,245		Capital Improvement Water Fund and 2017 Certificate of Obligation	
PROJECT DESCRIPTION			
A) Provide new elevated storage tank. This will allow for the elimination of the lower pressure plane. B) This will allow the ground storage at the North Pump Station to be filled by the upper pressure plane eliminating water service to seven homes. C) Replace Existing Pump Station D) System Pressure Reducing Valves E) Update SCADA hardware and software			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2016		2021	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
	Estimated Quantity	Unit Cost	Cost
A) Add 500,000 Gallon Water Tower			
Mobilization, Bonds, Insurance	1	\$60,000.00	\$60,000
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$4,000.00	\$4,000
Furnish & install 500,000 Gallon Elevated Storage Tank	1	\$1,100,000.00	\$1,100,000
Furnish & install Yard Piping/Valving	1	\$20,000.00	\$20,000
Furnish & install Electrical	1	\$45,000.00	\$45,000
Furnish & install Tank Piping/Valving	1	\$20,000.00	\$20,000
Site Work	1	\$5,000.00	\$5,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	4,000	\$1.25	\$5,000
Construction Contingency (10%)	1	\$118,440	\$118,440
Engineering/Surveying/Geotechnical Services (8%)	1	\$118,440	\$118,440
B) Wiltshire Court Connection			
Mobilization, Bonds, Insurance	1	\$3,850.00	\$3,850

Traffic Control/ Construction Signing	1	\$500.00	\$500
Erosion Control	1	\$2,550.00	\$2,550
Trench Safety	975	\$1.50	\$1,463
Furnish & install 8" PVC, including Class "B" embedment	975	\$42.00	\$40,950
Furnish & install 8" PVC, by wet bore	120	\$90.00	\$10,800
Furnish & install 8" Bend	1	\$4,300.00	\$4,300
Furnish & install 8" Valve	2	\$500.00	\$1,000
Furnish & install Fire Hydrant, including lead and 6" valve	1	\$4,000.00	\$4,000
Connections to Existing Water Lines	1	\$5,000.00	\$5,000
Block Sod	700	\$7.00	\$4,900
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,500	\$1.25	\$1,875
Construction Contingency (10%)	1	\$8,525	\$8,525
Engineering/Surveying Services (10%)	1	\$8,525	\$8,525
<b>C) Replace Existing Pump Station</b>			
Mobilization, Bonds, Insurance	1	\$17,000.00	\$17,000
Erosion Control	1	\$3,000.00	\$3,000
Furnish & install Pumps	3	\$20,000.00	\$60,000
Furnish & construct Pump Building	1	\$120,000.00	\$120,000
Furnish & install Pipes and Valves	1	\$50,000.00	\$50,000
Furnish & install Electrical	1	\$100,000.00	\$100,000
Site Work	1	\$5,000.00	\$5,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	2,000	\$1.25	\$2,500
Construction Contingency (10%)	1	\$37,537	\$37,537
Engineering/Surveying/Geotechnical Services (10%)	1	\$37,537	\$37,537
<b>D) System Pressure Reducing Valves</b>			
Furnish separate cost of product and cost to Install Residential Pressure Reducing Valve	1,200	\$200.00	\$240,000
<b>E) Update SCADA</b>			
	1	\$100,000.00	\$100,000
	<b>Total:</b>		<b>\$2,367,692</b>
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

AUTOMATIC FLUSHING VALVES FOR NON-LOOPED WATERLINES			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	4	Water	Complete
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$ 400,000 Estimate		Capital Improvement Water Fund	
\$ 107,086 Actual Cost			
PROJECT DESCRIPTION			
The location of these AFVs will be installed where looping of the waterlines is not practical. The scope of this project was changed. Temporary AFVs were installed and the looping of waterlines was moved to other projects.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2016		2018 - <b>Complete</b>	
<b>PROJECT MANAGER:</b> Public Works Supervisor			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Furnish separate cost of product and cost to Install Automatic Flushing Valve	25	\$4,000.00	\$60,000
Install looped water lines at locations to be determined			<b>\$340,000</b>
	<b>Total:</b>		<b>\$400,000</b>
<b>Actual Cost: \$107,086</b>			

NEPTUNE METERS REPLACEMENT			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2017-2018	5	Water	Complete
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$ 629,860 Contract		Capital Improvement Water Fund	
\$ 633,923 Actual Cost			
PROJECT DESCRIPTION			
Replace all existing RG3 meters and registers with Neptune equipment. The scope of this project was changed from an Advanced Metering Infrastructure (AMI) project to an Automatic Meter Reading (AMR) project.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2017		2019 – <b>Complete</b>	
PROJECT DETAILS:			
Description	Estimated Quantity	Unit Cost	Cost
Meters			\$633,923
		<b>Total:</b>	<b>\$633,923</b>

WATERLINE LOOPING			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2016-2017	6	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$1,200,000		\$200,000 2019 Certificates of Obligation, To be determined	
PROJECT DESCRIPTION			
Loop waterlines to enhance the water system quality and fire protection.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2017		2022	
PROJECT DETAILS:			
Description	Estimated Quantity	Unit Cost	Cost
Install waterline loops at locations to be determined			\$1,200,000
		Total:	\$1,200,000
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

PARKER ROAD EIGHT-INCH WATERLINE PHASE 3 (FROM SANTA FE TRAIL TO STINSON ROAD)			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2017-2018	7	Water	Complete
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$-0-		TxDOT Funding of \$238,000	
PROJECT DESCRIPTION			
This project is needed to accommodate the TxDOT Parker Road widening requiring Lucas to abandon an existing six-inch waterline along Parker Road between McCreary Road and Stinson Road. Staff worked closely with TxDOT to obtain funding from TxDOT for this project.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2018		2019 – <b>Complete</b>	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
	Total:		\$-0-

ROLLINGWOOD CIRCLE/CHOICE LANE/LAKEVIEW DRIVE SIX-INCH WATERLINE LOOP			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project
2018-2019	8	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$432,165 September 2016 Estimate		2019 Certificates of Obligation	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection for 97 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2021	
PROJECT MANGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds and Insurance	1	\$17,250.00	\$17,250
All Traffic Control, Barricading and Signing Measures	1	\$7,500.00	\$7,500
Temporary erosion control	1	\$8,500.00	\$8,500
Cut and Plug Existing 2" Water Line	3	\$450.00	\$1,350
Cut and Plug Existing 8" Water Line	1	\$500.00	\$500
Furnish and Install Trench Safety system	4550	\$1.75	\$7,963
Cut Out and Remove Existing 8" Water Line as needed	1	\$2,250.00	\$2,250
Cut Out and Remove Existing Reducer and 2" Water Line	3	\$1,500.00	\$4,500
Connect to Existing 6" Water Line	1	\$500.00	\$500
Furnish and Install 6" 11.25 Degree Bend	4	\$675.00	\$2,700
Furnish and Install 6" 90 Degree Bend	7	\$650.00	\$4,550
Furnish and Install 6"x6" Tee	1	\$1,000.00	\$1,000
Furnish and Install 6" Gate Valve	4	\$1,500.00	\$6,000
Furnish and Install Fire Hydrant, Valve and Riser	4	\$3,750.00	\$15,000
Furnish and Install 6" waterline w/Class "B" Embedment	4550	\$ 45.00	\$204,750
Furnish & Install 6" DR-18 w/14" Steel by Boring and Jacking	180	\$ 275.00	\$49,500
Furnish and Install Long Service Water Line	1	\$ 1,250.00	\$1,250
Furnish and Install Short Service Water Line	8	\$ 800.00	\$6,400
Furnish and Install Service Line Over 250 LF	2	\$ 5,000.00	\$10,000
Furnish and Place Block Sodding	1150	\$ 7.00	\$8,050
Furnish and Place Grass Seed	2500	\$ 1.25	\$3,125
Construction Contingency (10%)	1	\$36,263.75	\$36,264
Engineering/Surveying/Geotechnical Services (10%)	1	\$36,263.75	\$36,264
	Total:		\$432,165



*These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.*

EDGEFIELD LANE/W. LUCAS ROAD SIX-INCH WATERLINE LOOP CEDAR BEND TRAIL/E. LUCAS ROAD SIX-INCH WATERLINE LOOP			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	9	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$113,530 September 2016 Estimate		2019 Certificates of Obligation	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 32 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2021	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
A) Edgefield Lane/West Lucas Road Six-Inch Waterline Loop			
Mobilization, Bonds and Insurance	1	\$3,150.00	\$3,150
All Traffic Control, Barricading and Signing Measures	1	\$2,000.00	\$2,000
Temporary erosion control including operational control of SW3P	1	\$4,000.00	\$4,000
Cut and Plug Existing 2" Water Line	1	\$450.00	\$450
Furnish and Install Trench Safety system, design and implementation	535	\$1.75	\$936
Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12"x6" Tee	2	\$2,750.00	\$5,500
Cut Out and Remove Existing 6" Water Line as needed, Furnish and Install 6"x6" Tee	1	\$1,850.00	\$1,850
Connect to Existing 6" Water Line	1	\$500.00	\$500
Furnish and Install 6" Gate Valve	2	\$1,500.00	\$3,000
Furnish and Install Fire Hydrant, Including 6" Gate Valve and Riser	1	\$3,750.00	\$3,750
Furnish and Install 6" AWWA C900 DR-18 w/Class "B" Embedment	535	\$45.00	\$24,075
Furnish and Install 6" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	50	\$275.00	\$13,750
Furnish and Install Long Service Water Line	2	\$1,250.00	\$2,500
Furnish and Place Block Sodding, including all Fertilization and Watering Until Established	100	\$7.00	\$700
Furnish and Place Grass Seed, including all Fertilization and Watering Until Established	280	\$1.25	\$350

	Edgefield Subtotal:		\$66,511
B) Cedar Bend Trail/E. Lucas Road Six-inch Waterline Loop			
Mobilization, Bonds and Insurance	1	\$1,350.00	\$1,350
All Traffic Control, Barricading and Signing Measures	1	\$ 5,000.00	\$5,000
Temporary erosion control including operational control of SW3P	1	\$ 1,000.00	\$1,000
Furnish and Install Trench Safety system, design and implementation	105	\$ 1.75	\$184
Cut Out and Remove Existing 12" Water Line as needed, Furnish and Install 12"x6" Tee	1	\$ 2,750.00	\$2,750
Connect to Existing 6" Water Line	1	\$ 500.00	\$500
Furnish and Install 6" Gate Valve	1	\$ 1,500.00	\$1,500
Furnish and Install 6" AWWA C900 DR-18 w/Class "B" Embedment	105	\$ 45.00	\$4,725
Furnish and Install 6" AWWA C900 DR-18 w/14" Steel Casing by Boring and Jacking	40	\$ 275.00	\$11,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	70	\$1.25	\$88
	Cedar Bend Trail Subtotal:		\$28,096
	Project Subtotal:		\$94,608
Construction Contingency (10%)	1	\$9,461.00	\$9,461
Engineering/Surveying/Geotechnical Services (10%)	1	\$9,461.00	\$9,461
	Total:		\$113,530
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

GRAHAM LANE AND ROCK RIDGE COURT EIGHT-INCH WATERLINE LOOP FROM COUNTRY CLUB ROAD TO ROCK RIDGE ROAD			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	10	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$571,775 September 2016 Estimate		2019 Certificates of Obligation	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 30 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2021	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$22,500.00	\$22,500
Traffic Control/ Construction Signing	1	\$2,000.00	\$2,000
Erosion Control	1	\$13,000.00	\$13,000
Trench Safety	5,230	\$1.50	\$7,845
Furnish & install 6" PVC, including Class "B" embedment	3,115	\$35.00	\$109,025
Furnish & install 6" PVC, by bore and jacking	80	\$260.00	\$20,800
Furnish & install 6" PVC, by wet bore	185	\$75.00	\$13,875
Furnish & install 8" PVC, including Class "B" embedment	2,115	\$42.00	\$88,830
Furnish & install 8" PVC, by bore and jacking	90	\$280.00	\$25,200
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 6" Bend	1	\$2,250.00	\$2,250
Furnish & install 8" Bend	1	\$1,085.00	\$1,085
Furnish & install 6" Valve	1	\$400.00	\$400
Furnish & install 8" Valve	4	\$500.00	\$2,000
Furnish & install 8"x6" reducer	1	\$700.00	\$700
Connections to Existing Water Lines	1	\$10,000.00	\$10,000
Furnish & install Fire Hydrant, including lead and 6" valve	9	\$4,000.00	\$36,000
Cut and Plug Existing Water Lines	1	\$4,500.00	\$4,500
Remove Existing Fire Hydrant and Return to City	2	\$500.00	\$1,000
Furnish & install Water Service Connection	28	\$1,500.00	\$42,000
Block Sod	8,000	\$7.00	\$56,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	3,625	\$1.25	\$4,531
Construction Contingency (10%)	1	\$49,617	\$49,617

Engineering/Surveying Services (10%)	1	\$49,617	\$49,617
		<b>Total:</b>	<b>\$571,775</b>
<i>These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.</i>			

SNIDER LANE EIGHT-INCH WATERLINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	11	Water	Complete
FISCAL OVERVIEW			
Cost		Source of Funding	
\$594,549 September 2016 Estimate Actual costs paid by developer		Impact Fees	
PROJECT DESCRIPTION			
This project is a requirement of the Lakeview Downs subdivision, add fire hydrants, and will improve water quality on the east side of Lucas.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2017		2018 - Complete	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$23,500.00	\$23,500
Traffic Control/ Construction Signing	1	\$6,500.00	\$6,500
Erosion Control	1	\$15,000.00	\$15,000
Trench Safety	6,075	\$1.50	\$9,113
Furnish & install 8" PVC, including Class "B" embedment	6,075	\$42.00	\$255,150
Furnish & install 8" PVC, by bore and jacking	80	\$280.00	\$22,400
Furnish & install 8" PVC Creek Crossing, by bore and jacking	50	\$330.00	\$16,500
Furnish & install 8" PVC, by wet bore	270	\$90.00	\$24,300
Furnish & install 8" Bend	1	\$3,150.00	\$3,150
Furnish & install 8" Tee	1	\$900.00	\$900
Furnish & install 8" Valve	7	\$500.00	\$3,500
Furnish & install Fire Hydrant, including lead and 6" valve	13	\$4,000.00	\$52,000
Connections to Existing Water Lines	1	\$4,000.00	\$4,000
Cut and Plug Existing Water Lines	1	\$2,225.00	\$2,225
Furnish & install Water Service Connection	20	\$1,500.00	\$30,000
Remove Existing Fire Hydrant and Return to City	1	\$500.00	\$500
Block Sod	1,000	\$7.00	\$7,000
Seeding	12,500	\$1.25	\$15,625
Construction Contingency (10%)	1	\$51,593	\$51,593
Engineering/Surveying Services (10%)	1	\$51,593	\$51,593
	Total:		\$594,549

GLENCOVE CIRCLE AND CRESTVIEW CIRCLE SIX-INCH EXTENSIONS TO BROCKDALE PARK ROAD EIGHT-INCH WATERLINE LOOPS			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2018-2019	12	Water	Planning
FISCAL OVERVIEW			
Estimated Cost			Source of Funding
\$224,255 September 2016 Estimate			To Be Determined
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 15 homes and add fire hydrants to the area.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2018		2019	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$9,000.00	\$9,000
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$5,100.00	\$5,100
Trench Safety	1,965	\$1.50	\$2,948
Furnish & install 6" PVC, including Class "B" embedment	1,965	\$35.00	\$68,775
Furnish & install 6" PVC, by bore and jacking	40	\$260.00	\$10,400
Furnish & install 6" PVC, by wet bore	180	\$75.00	\$13,500
Furnish & install 6" Bend	1	\$2,500.00	\$2,500
Furnish & install 6" Valve	2	\$400.00	\$800
Furnish & install Fire Hydrant, including lead and 6" valve	4	\$4,000.00	\$16,000
Connections to Existing Water Lines	1	\$7,750.00	\$7,750
Cut and Plug Existing Water Lines	1	\$4,000.00	\$4,000
Furnish & install Water Service Connection	14	\$1,500.00	\$21,000
Block Sod	3,000	\$7.00	\$21,000
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,375	\$1.25	\$1,719
Construction Contingency (10%)	1	\$19,382	\$19,382
Engineering/Surveying Services (10%)	1	\$19,382	\$19,382
	Total:		\$224,255
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

HICKORY HILL STREET EIGHT-INCH WATERLINE FROM STINSON ROAD TO BROOKHAVEN DRIVE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	13	Water	Planning
FISCAL OVERVIEW			
Estimated Cost			Source of Funding
\$226,383 September 2016 Estimate			To Be Determined
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 12 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$9,000.00	\$9,000
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$5,300.00	\$5,300
Trench Safety	2,120	\$1.50	\$3,180
Furnish & install 8" PVC, including Class "B" embedment	2,120	\$42.00	\$89,040
Furnish & install 8" PVC, by bore and jacking	40	\$280.00	\$11,200
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 8" Bend	1	\$1,500.00	\$1,500
Furnish & install 8" Valve	3	\$500.00	\$1,500
Connections to Existing Water Lines	1	\$5,000.00	\$5,000
Furnish & install Fire Hydrant, including lead and 6" valve	2	\$4,000.00	\$8,000
Cut and Plug Existing Water Lines	1	\$1,800.00	\$1,800
Furnish & install Water Service Connection	12	\$1,500.00	\$18,000
Remove Existing Fire Hydrant and Return to City	2	\$500.00	\$1,000
Block Sod	3,015	\$7.00	\$21,105
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,175	\$1.25	\$1,469
Construction Contingency (10%)	1	\$19,645	\$19,645
Engineering/Surveying Services (10%)	1	\$19,645	\$19,645
	Total:		\$226,383
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			



MANOR LANE EIGHT-INCH WATERLINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	14	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$313,951 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This will eliminate an undersized four-inch line, add fire hydrants, and improve the water looping between Estelle Lane and Winningkoff Road.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$12,500.00	\$12,500
Traffic Control/ Construction Signing	1	\$3,150.00	\$3,150
Erosion Control	1	\$7,500.00	\$7,500
Trench Safety	3,010	\$1.50	\$4,515
Furnish & install 8" PVC, including Class "B" embedment	3,010	\$42.00	\$126,420
Furnish & install 8" PVC, by bore and jacking	40	\$280.00	\$11,200
Furnish & install 8" PVC, by wet bore	115	\$90.00	\$10,350
Furnish & install 8" Bend	1	\$1,500.00	\$1,500
Furnish & install 8" Valve	3	\$500.00	\$1,500
Connections to Existing Water Lines	1	\$6,250.00	\$6,250
Furnish & install Fire Hydrant, including lead and 6" valve	6	\$4,000.00	\$24,000
Cut and Plug Existing Water Lines	1	\$2,000.00	\$2,000
Furnish & install Water Service Connection	6	\$1,500.00	\$9,000
Remove Existing Fire Hydrant and Return to City	5	\$500.00	\$2,500
Block Sod	5,025	\$7.00	\$35,175
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,675	\$1.25	\$2,094
Construction Contingency (10%)	1	\$27,148	\$27,148
Engineering/Surveying Services (10%)	1	\$27,148	\$27,148
	Total:		\$313,951
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

ROCK RIDGE ROAD 12-INCH WATERLINE FROM ESTATES PARKWAY TO FAIRBROOK CIRCLE AND FAIRBROOK CIRCLE EIGHT-INCH WATERLINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	15	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$491,953 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 23 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$19,500.00	\$19,500
Traffic Control/ Construction Signing	1	\$5,000.00	\$5,000
Erosion Control	1	\$10,400.00	\$10,400
Trench Safety	4,165	\$1.50	\$6,248
Furnish & install 8" PVC, including Class "B" embedment	925	\$42.00	\$38,850
Furnish & install 8" PVC, by wet bore	100	\$90.00	\$9,000
Furnish & install 12" PVC, including Class "B" embedment	3,240	\$60.00	\$194,400
Furnish & install 12" PVC, by bore and jacking	40	\$320.00	\$12,800
Furnish & install 12" PVC, by wet bore	120	\$130.00	\$15,600
Furnish & install 12" Bend	1	\$3,000.00	\$3,000
Furnish & install 12" Tee	1	\$1,250.00	\$1,250
Furnish & install 8" Valve	5	\$500.00	\$2,500
Furnish & install 12" Valve	1	\$1,500.00	\$1,500
Furnish & install Fire Hydrant, including lead and 6" valve	9	\$4,000.00	\$36,000
Connections to Existing Water Lines	1	\$5,000.00	\$5,000
Cut and Plug Existing Water Lines	1	\$2,250.00	\$2,250
Furnish & install Water Service Connection	14	\$1,500.00	\$21,000
Remove Existing Fire Hydrant and Return to City	6	\$500.00	\$3,000
Block Sod	1,325	\$7.00	\$9,275
Seeding	8,000	\$1.25	\$10,000
Construction Contingency (10%)	1	\$42,690	\$42,690
Engineering/Surveying Services (10%)	1	\$42,690	\$42,690
		Total:	\$491,953

*These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.*

REPAINT MCGARITY 200,000-GALLON GROUND STORAGE TANK			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	16	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$150,150 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
Repaint 200,000-gallon ground storage tank at McGarity Pump Station			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$8,000.00	\$8,000
Repaint existing 200,000-gallon ground storage tank	1	\$120,000.00	\$120,000
Disinfect Tank	1	\$2,000.00	\$2,000
Construction Contingency (10%)	1	\$13,430.00	\$13,430
Engineering/Surveying Services (5%)	1	\$6,730	\$6,730
	Total:		\$150,150
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

ENCHANTED WAY/BROOKHAVEN DRIVE EIGHT-INCH WATERLINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	17	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$203,262 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project will improve water quality and fire protection to 23 homes.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$8,000.00	\$8,000
Traffic Control/ Construction Signing	1	\$500.00	\$500
Erosion Control	1	\$1,400.00	\$1,400
Trench Safety	3,235	\$1.50	\$4,853
Furnish & install 8" PVC, including Class "B" embedment	3,235	\$42.00	\$135,870
Furnish & install Fire Hydrant, including lead and 6" valve	1	\$4,000.00	\$4,000
Connections to Existing Water Lines	1	\$3,500.00	\$3,500
Block Sod	150	\$7.00	\$1,050
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	7,050	\$1.25	\$8,813
Construction Contingency (10%)	1	\$17,638	\$17,638
Engineering/Surveying Services (10%)	1	\$17,638	\$17,638
	Total:		\$203,262
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			

ROCK RIDGE ROAD/LOVEJOY HIGH SCHOOL EIGHT-INCH WATER LINE			
PROJECT SUMMARY			
Fiscal Year	Engineering Priority No.	Category	Project Status
2019-2020	18	Water	Planning
FISCAL OVERVIEW			
Estimated Cost		Source of Funding	
\$56,773 September 2016 Estimate		To Be Determined	
PROJECT DESCRIPTION			
This project improves the looping on the west side of the city and improves water quality and fire protection at the high school.			
PROJECT SCHEDULE			
Project Begin Year		Project Completion Year	
2019		2020	
PROJECT MANAGER: City Engineer			
PROJECT DETAILS			
Description	Estimated Quantity	Unit Cost	Cost
Mobilization, Bonds, Insurance	1	\$2,250.00	\$2,250
Traffic Control/ Construction Signing	1	\$1,000.00	\$1,000
Erosion Control	1	\$1,800.00	\$1,800
Trench Safety	770	\$1.50	\$1,155
Furnish & install 8" PVC, including Class "B" embedment	770	\$42.00	\$32,340
Furnish & install 8" Bend	1	\$750.00	\$750
Connections to Existing Water Lines	1	\$5,500.00	\$5,500
Furnish and Place Grass Seed, Including all Fertilization and Watering Until Established	1,700	\$1.25	\$2,125
Construction Contingency (10%)	1	\$4,927	\$4,927
Engineering/Surveying Services (10%)	1	\$4,927	\$4,927
	Total:		\$56,773
These numbers were estimated and generated by BW2 Engineers in September 2016. The costs associated with rights-of-way, easements, property acquisition, permitting, mitigation, construction testing, and inspection are not included in the following information estimated and generated by BW2 Engineers.			



# City of Lucas

## City Council Agenda Request

### September 19, 2019

Item No. 07

Requester: Councilmember Debbie Fisher

#### **Agenda Item Request**

---

Consider appointments to the Technology Committee to fill vacant positions.

#### **Background Information**

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Technology Committee Member Trey Sleeper has resigned from the Technology Committee requiring the appointment of a new member to the Committee, as well as consideration being given to any other appointments that may be needed.

Volunteer applications have been sent under separate attachment for appointment consideration.

#### **Attachments/Supporting Documentation**

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1. Technology Committee applications (sent under separate attachment)

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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I make a motion to appoint \_\_\_\_\_ to the Technology Committee.



# City of Lucas

## City Council Agenda Request

### September 19, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

Consider approving Resolution R 2019-09-00489 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors.

#### **Background Information**

---

The Collin Central Appraisal Districts Board of Directors are appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. Eligible candidates must be a resident of the district for at least two years immediately preceding the date they take office and each Board of Director will serve a two-year term beginning January 1, 2020.

Nominations must be made in an open meeting by approved written resolution and received by the Appraisal District no later than October 14, 2019. Ballots for voting will be sent out after conclusion of the nominating process.

The current Collin Central Appraisal District Board of Directors include:

- Earnest R. Burke
- Ron Carlisle
- Ken Maun
- L. Wayne Mayo
- Michael Pirek
- Gary Rodenbaugh

#### **Attachments/Supporting Documentation**

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1. Letter from Collin Central Appraisal District
2. Resolution R 2019-09-00489

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

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NA

#### **Recommendation**

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NA





# **City of Lucas**

## **City Council Agenda Request**

### **September 19, 2019**

Item No. 08

#### **Motion**

---

I make a motion to approve Resolution R 2019-09-00489 nominating \_\_\_\_\_ to the Collin Central Appraisal District Board of Directors.



# Collin Central Appraisal District

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August 15, 2019

Jim Olk, Mayor  
City of Lucas  
665 Country Club Rd.  
Lucas, TX 75002

RE: Election of Collin Central Appraisal District Board of Directors

Dear Mayor Olk:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2020.

## **Step 1: Nominations**

A taxing unit's nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be submitted to the Chief Appraiser by October 14, 2019. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

## **Step 2: Allocation of Votes**

In late September, each taxing unit will be sent a letter that provides their number of votes. In accordance with the Tax Code, there are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.

## **Step 3: Delivery of Ballots**

In late October, after the nominating process ends, I will send each voting entity, with at least one vote to cast, an official ballot with voting instructions.

#### **Step 4: Taxing Units Cast Their Votes**

The governing body of each taxing unit entitled to vote shall determine its vote by resolution. A copy of the written resolution, adopted in an open meeting of the taxing unit, must be submitted to the Chief Appraiser by December 14, 2019.

#### **Step 5: Election Results**

I will count the votes and submit the results of the election to each taxing unit, and all candidates, by December 30, 2019.

#### **Notes:**

The October 14<sup>th</sup> and December 14<sup>th</sup> deadlines are by the end of the calendar day.

Nominations, outlined in Step 1 above, can be submitted any time prior to the October 14, 2019 nominating deadline.

Voting and submission of votes, outlined in Step 4 above, must be after I deliver the ballots to the taxing units in late October and by the December 14<sup>th</sup> deadline.

The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code, § 6.03.

Sincerely,



Bo Daffin  
Chief Appraiser



## RESOLUTION R-2019-09-00489

[Collin Central Appraisal District Board of Director Nominations]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS,  
NOMINATING CANDIDATES TO THE BOARD OF DIRECTORS OF THE  
CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Central Appraisal District of Collin County is charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin County Appraisal District; and

**WHEREAS**, the City of Lucas, Texas is entitled one to five candidates for election to the Board of Directors of the Central Appraisal District of Collin County;

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

**SECTION 1.** That the City Council of the City of Lucas, Texas does hereby nominate the following candidate(s) for election to the Board of Directors of the Central Appraisal District of Collin County.

Candidate(s):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**SECTION 2.** That this resolution shall become effective immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on this the 19th day of September 2019.

CITY OF LUCAS, TEXAS:

ATTEST:

\_\_\_\_\_  
Jim Olk, Mayor

\_\_\_\_\_  
Stacy Henderson, City Secretary



# City of Lucas Council Agenda Request September 19, 2019

Item No. 09

Requester: Development Services Director Joe Hilbourn

## **Agenda Item Request**

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Consider a request from the City of Lucas Farmers Market Committee to exempt participants from permitting fees for the October 12 and November 2 Farmers Market as required per the City's Code of Ordinances, Article 4.000 Health Department, Section 4.100 Commercial Business.

## **Background Information**

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The City is planning on holding a Farmer Market on October 12 and November 2 to gauge interest from the community for a permanent farmers market. Keeping fees down may help drive initial interest since we are an unknown venue to participants and customers. The fees for health permits and required food vendors are below.

### **ARTICLE 4.000 HEALTH DEPARTMENT**

#### **Section. 4.100 Commercial business**

- (a) Cost of service for permanent food establishment permit (2 TFER inspections): \$450.00.
- (b) Cost of service for each temporary event (1 TFER inspection): \$60.00.
- (c) Cost of service for each complaint investigation (1 TFER inspection): \$60.00.
- (d) Cost of service for mobile food vendor (hot and cold truck, seasonal vendor) (1 TFER inspection): \$250.00.
- (e) Cost of service for public swimming pool inspections (1 inspection per year): \$250.00.
- (f) Hourly cost of service for consultation outside of the aforementioned scope of services (health plan review, health final and CO inspections and/or for more than 1 inspection): \$100.00 per hour.

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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Staff recommends waiving fees for the initial two farmers markets being held in October and November of 2019.

## **Motion**

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I make a motion to approve/deny a request from the City of Lucas Farmers Market Committee to exempt participants from permitting fees for the October 12 and November 2 Farmers Market as required per the City's Code of Ordinances, Article 4.000 Health Department, Section 4.100 Commercial Business.



# City of Lucas

## City Council Agenda Request

### September 19, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

##### **Executive Session:**

An Executive Session is not scheduled for this meeting.

As authorized by Section 551.071 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. This meeting is closed to the public as provided in the Texas Government Code.

#### **Background Information**

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NA

#### **Attachments/Supporting Documentation**

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA