



AGENDA

CITY COUNCIL MEETING

November 16, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, November 16, 2023, beginning at 6:30 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. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Toshia Kimball at tkimball@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

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

Citizen Input

1. Citizen Input.

Community Interest

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.

Consent Agenda

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. Approval of the minutes of the November 2, 2023 City Council Meeting.
 - B. Approval of the minutes of the October 26, 2023 Welborn Lane and Ford Lane Neighborhood Meeting.
 - C. Authorize the City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Lucas and City of Forney.
 - D. Adoption of Resolution R 2023-11-00548 approving to deny the rate increase proposed by CoServ Gas, Ltd.

Regular Agenda

4. Consider the feedback provided by the residents of Ford and Welborn Lanes regarding the amendment to the Development Agreement between the City of Lucas and Goose Real Estate, Inc. related to roadway improvements at Ford and Welborn Lanes and provide guidance to the City Manager. **(Presenter: Development Services Director Joe Hilbourn)**
5. Discuss the possibility of billing for specific services provided by the Lucas Fire-Rescue Department as allowed by the passage of Senate Bill 1413 and provide direction to the City Manager. **(Presenter: Fire Chief Ted Stephens)**
6. Consider authorizing the City Manager to enter into a contract with Reynolds Asphalt & Construction Company for the paving of the back parking lot at the Community Park in an amount not to exceed \$109,040 from Account 11-8211-417 Park Improvements. **(Presenter: Public Works Director Scott Holden)**
7. Consider the First Amendment to the Interlocal Cooperation Agreement between the City of Lucas and the North Texas Municipal Water District on the Wilson Creek Regional Wastewater Treatment Plant Improvements and authorize the City Manager to execute the amended interlocal agreement. **(Presenter: Councilmember Debbie Fisher)**
8. Consider board/commission appointments to serve a two-year term beginning on January 1, 2024, and expiring on December 31, 2025, for the following:
 - A. Board of Adjustment (also serving as the Building and Standards Commission)
 - B. Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee)
 - C. Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) **(City Council)**

Executive Session

9. Executive Session:
 - A. The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, for City Manager Evaluation.
 - B. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.
10. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
11. Adjournment.

Certification

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 on or before 5:00 p.m. on November 10, 2023.

Toshia Kimball, 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 Toshia Kimball at 972.912.1211 or by email at kimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 16, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 16, 2023

Requester: City Council

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the November 2, 2023 City Council Meeting.
- B. Approval of the minutes of the October 26, 2023 Welborn Lane and Ford Lane Neighborhood Meeting.
- C. Authorize the City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Lucas and City of Forney.
- D. Adoption of Resolution R 2023-11-00548 approving to deny the rate increase proposed by CoServ Gas, Ltd.

Background Information

Item 3C:

The purpose of the Cooperative Purchasing Interlocal Agreement is to allow the City of Lucas to purchase asphalt and concrete maintenance through contracts maintained by the City of Forney. Once this agreement is in place, staff can carry out future work with Anderson Paving using their existing contract with the City of Forney, in addition to whichever vendors are selected in future bid cycles. This general agreement also allows the City of Lucas to use any City of Forney contract that may be of interest and vice versa. These Interlocal Agreements lower administrative overhead and having them in place improves project scheduling.

Item 3D:

On July 28, 2023, CoServ Gas, Ltd. filed a Statement of Intent to increase gas utility rates for the Cities of Allen, Argyle, Aubrey, Bartonville, Carrollton, Celina, Copper Canyon, Corinth, Crossroads, Denton, Double Oak, Fairview, Flower Mound, Forney, Fort Worth, Frisco, Highland Village, Lewisville, Little Elm, Lucas, McKinney, Murphy, Northlake, Parker, Plano, Ponder, Prosper, Providence Village, Shady Shores, St. Paul, The Colony, and Wylie.

In the filing, CoServ has sought a \$10.3 million boost in yearly revenues within incorporated areas, reflecting a 7.5% rise in gas expenses. CoServ proposed an effective date of September 1, 2023. The Gas Utility Regulatory Act permits cities to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

On August 17, 2023, the Lucas City Council approved Resolution R 2023-08-00544 to suspend the requested rate change proposed by CoServ Gas, Ltd. for 90 days.



City of Lucas

City Council Agenda Request

November 16, 2023

The Steering Committee of Cities served by CoServ Gas, Ltd. (“CoServ Gas Cities”) engaged the services of consultants to review the Company’s filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company’s request. Settlement discussions are ongoing, but no agreement has been met. Accordingly, CoServ Gas Cities’ attorneys recommend that all member cities adopt the Resolution denying the rate change. Once the Resolution is adopted, CoServ will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CoServ’s filing. All cities with original jurisdiction will need to adopt the denial resolution no later than December 7, 2023.

Attachments/Supporting Documentation

1. Minutes of the November 2, 2023 City Council Meeting
2. Minutes of the October 26, 2023 Welborn Lane and Ford Lane Neighborhood Meeting
3. Master Interlocal Cooperative Purchasing Agreement between the City of Lucas and City of Forney
4. Resolution R 2023-11-00548 approving to deny the rate increase proposed by CoServ Gas, Ltd.

Budget/Financial Impact

NA

Recommendation

Staff recommends approval of the consent agenda as presented.

Motion

I make a motion to approve the consent agenda as presented.



CITY COUNCIL REGULAR MEETING

November 2, 2023 | 5:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember David Keer
Councilmember Debbie Fisher
Councilmember Tim Johnson
Councilmember Dusty Kuykendall
Councilmember Phil Lawrence

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Fire Chief Ted Stephens
HR Generalist Alana Cohen
HR Director Liz Exum
Deputy Daniel Gillespie

The regular City Council meeting was called to order at 5:30 pm.

Citizen Input

1. Citizen Input

There were no members of the public wishing to address the City Council.

Community Interest

2. Items of Community Interest.

Mayor Olk discussed items of community interest including:

- Election Day
- Parks Survey
- Arbor Day and Recycling Event
- Grand Opening and Ribbon Cutting at Wolk Creek Village
- Holiday Donation Drive
- Country Christmas

Consent Agenda

3. Consent Agenda:

A. Approval of minutes of the October 19, 2023, City Council meeting.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

Regular Agenda

4. Provide the Annual Elected Official Educational Program to the Lucas City Council.

City Attorney Joe Gorfida presented the annual elected official educational program and provided training to the Lucas City Council.

5. Consider approving Resolution R 2023-11-00547 and cast votes for Collin Central Appraisal District Board of Directors.

The City Council agreed to cast all seven votes for Scott Sperling.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Johnson approving Resolution R 2023-11-00547 casting all seven votes for Scott Sperling for the Collin Central Appraisal District Board of Directors. The motion passed unanimously by a 7 to 0 vote.

6. Consider Fire and Emergency Medical Services (EMS) Mutual Aid Agreements and provide direction to the City Manager.

Fire Chief Ted Stephens discussed this item.

The City Council discussed concerns on the number of ambulances, staffing issues, future growth and how the City of Lucas would be impacted. They also requested information regarding the population on the peninsula.

The City Council agreed with Fire Chief Ted Stephens' recommendations to monitor and report on our mutual aid including the Princeton/Branch area, dispatch the Lucas ambulance to Priority 1 and Priority 2 calls for service, and update the mutual aid agreements with the City of Wylie, Town of Fairview and the City of Parker.

Mayor Olk requested that the City Council receive a future update on the agreements.

7. Consider the following items as it relates to the termination of the Length of Service Awards Program (LOSAP) for Volunteer Emergency Responders (VER).

HR Generalist Alana Cohen gave a presentation detailing the steps to terminate the LOSAP plan.

The City Council discussed how this change would affect the volunteers. Ms. Cohen clarified there would be no penalties and volunteers would receive the funds as earned income as it cannot be rolled over by the City. Ms. Cohen indicated the six month time frame is an estimate and not fixed.

City Manager Joni Clarke indicated staff will speak with the City Attorney and the Compensation Team is currently brainstorming ideas including:

- Reimbursement for mileage from their home to the Fire Station up to a certain cap.
- Incentivize volunteer time.
- Boots
- Receive additional feedback and discuss it with the City Attorney.

The City Council discussed communication to the volunteers and Ms. Cohen explained that communication will be relayed to discuss the program, tax implications, and the process to the members.

MOTION: A motion was made by Councilmember Kuykendall, seconded by Councilmember Lawrence to authorize the City Manager to proceed with the termination of the Length of Service Program (LOSAP) and payout of Full (100%) actuarial present value of accrued benefits (APVAB) to all 28 members on our current LOSAP roster. The motion passed unanimously by a 7 to 0 vote.

8. **Consider approving Resolution R 2023-11-00546 authorizing the Mayor to execute the Interlocal Agreement between Collin County and the City of Lucas and appropriate funding in the amount of \$358,012 from Unrestricted General Fund Reserves for the Trinity Trail Connect Phase 1 project.**

Assistant City Manager Kent Souriyasak gave a presentation on this item.

The City Council questioned the length of the proposed trail that appears to go north into Fairview. City Manager Joni Clarke indicated it goes to the gate and not into Fairview.

The City Council discussed concerns regarding the use of trails and trespassing issues from people using motorized vehicles and all-terrain vehicles (ATVs). Ms. Clarke indicated the deputies are aware of this issue and enforcement is the solution.

The City Council discussed concerns about Fairview's future trail plans, security on the trail, types of public uses on the trail, and adding signage. Mayor Olk indicated the City Council can vote on this item and staff can come back with actions taken for the project.

MOTION: A motion was made by Councilmember Keer, seconded by Councilmember Lawrence approving Resolution R 2023-11-00546 authorizing the Mayor to execute the Interlocal Agreement between Collin County and the City of Lucas and appropriate funding in the amount of \$358,012 from Unrestricted General Fund Reserves for the Trinity Trail Connect Phase 1 project. The motion passed by a 5 to 2 vote, with Mayor Pro Tem Peele and Councilmember Fisher voting in opposition.

9. **Consider the creation of an advisory panel consisting of up to three members from each school that provides educational services to children that reside in the City of Lucas and up to three members from the Lucas City Council.**

Councilmember Lawrence indicated this would be good thing to do from a neighborly standpoint and have discussions in an off-the-record environment.

Mayor Pro Tem Peele expressed concerns from a recent presentation from the Lovejoy Independent School District.

Councilmember Kuykendall indicated we are limited in what we can do, and it could muddy the relationships.

Councilmember Fisher complemented City Manager Joni Clarke for building relationships with the schools and indicated we do not need an official designation.

Councilmember Johnson is not in agreement with having a liaison.

Mayor Olk encouraged the City Council to talk to the different school boards and ensure that we have a contact at the schools and keep building on it.

There was no action taken on this item.

10. Public hearing to consider adopting Ordinance # 2023-11-00993 approving a specific use permit request by Wal-Mart Real Estate on behalf of Panda Express for a drive-through restaurant on a .975-acre tract of land in the W. Snider Survey, Abstract Number 821, being part of Lot 1, Block A, Wal-Mart Lucas Addition, located at 2662 West Lucas Road.

- A. Presentation by Development Services Director Joe Hilbourn**
- B. Conduct public hearing**
- C. Take action on the specific use permit request**

Development Services Director Joe Hilbourn gave a presentation on this item.

The City Council discussed hours of operations, restaurant location in the Wal-Mart parking lot, and green space requirements. Mr. Hilbourn explained Panda Express agreed to meet the City's requirements for these concerns and they have to submit a new Wal-Mart site plan.

Mayor Jim Olk opened the public hearing at 8:11 pm. There were no members of the public wishing to speak. Mayor Jim Olk closed the public hearing at 8:11 pm.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Kuykendall to consider adopt Ordinance # 2023-11-00993 approving a specific use permit request by Wal-Mart Real Estate on behalf of Panda Express for a drive-through restaurant on a .975-acre tract of land in the W. Snider Survey, Abstract Number 821, being part of Lot 1, Block A, Wal-Mart Lucas Addition, located at 2662 West Lucas Road. The motion passed unanimously by a 7 to 0 vote.

Executive Session

11. Executive Session:

- A. The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, for City Manager Evaluation.**
- B. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.**

City Council convened into Executive Session at 8:13 pm.

12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

City Council reconvened from Executive Session at 8:33 pm.

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

13. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence, to adjourn the meeting at 8:33 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Toshia Kimball, City Secretary



City of Lucas
Welborn Lane and Ford Lane Neighborhood Meeting
Minutes
October 26, 2023
6:30 pm – 8:26 pm

Mayor Jim Olk indicated the residents of Welborn Lane and Ford Lane requested a neighborhood meeting to discuss the rehabilitation of those roads. Mayor Olk reminded everyone that participating City Councilmembers are unable to make any decisions at this meeting. Mayor Olk indicated the outcome of this meeting will appear on a future City Council agenda so that the full Council can vote.

City Council Members Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Debbie Fisher
Councilmember Dusty Kuykendall

Staff Present:

City Manager Joni Clarke
Public Works Director Scott Holden
Development Services Director Joe Hilbourn
CIP Manager Patrick Hubbard
City Secretary Toshia Kimball

Neighborhood Meeting Discussion:

Deborah Jacobs at 1415 Ford Lane indicated that a notice was sent to the neighborhood about the meeting on October 26, but not the August meeting. Ms. Jacobs indicated the City should not have had an amendment when there were interested parties. She also indicated a request was made that staff provide accurate information to the City Council and reference was made to an open records request.

Mayor Olk explained the development agreement started in 2015, the City has had staff turnover, and we are now coming across the improvements in 2023.

City Manager Joni Clarke indicated the City realized what the agreement called for and it was not able to be built without a lot of additional expense. Ms. Clarke explained we brought that for City Council direction because there would be an increase in cost for taking out a lot of the culverts and driveways. Ms. Clarke indicated after receiving direction from City Council, the City went back to the developer.

Mayor Olk indicated there is no right of way by the house on the corner of Ford Lane. Mayor Olk explained that the house on the South side of Ford Lane has no right of way and the road narrows.

Greg Jacobs at 1415 Ford Lane voiced a concern about the existing base width and the pavement structure. Mr. Jacobs indicated the width taken and the width provided by the City did not match up. Mr. Jacobs requested that the City go back out and measure the true base.

Mayor Olk discussed the decision making process for road improvements and indicated ½ cent of sales tax from businesses go to roads and the other ½ cent goes to the Fire Department.

James Ondrusek at 1500 Ford Lane voiced a concern that panel trucks frequent the road and cars turn around in driveways causing destruction.

Elon Smith at 1400 Ford Lane indicated that his mailbox has been hit on two occasions.

Eileen Amoni and Josh Hammerquist at 2600 Welborn Lane voiced concerns about the steps to take for the City to maintain private property near 2600 Welborn Lane due to it being a financial burden and they felt they have been forgotten about North of Welborn Lane.

Mayor Olk stated that the property in question is not dedicated right of way and cannot be paved because it is not dedicated to the City. Mayor Olk explained there are other private roads in the City and the City cannot spend tax dollars unless the area is dedicated to the City as right of way. Mayor Olk discussed the City would have to look at the dedication to consider accepting and make a decision to include it in the Capital Improvement Plan.

Councilmember Fisher indicated the City does not have to accept the roadway unless it is brought up to standard.

Nancy Holsonback at 1340 Ford Lane requested to have their roads repaired in a quality way and it needs to be done sooner rather than later indicating how long does Goose Realty has in their contract to fulfill these commitments.

Mayor Olk indicated there is more support for not having a turnaround than for putting in a turnaround. Mayor Olk explained unless someone provides right of way, we cannot put a turnaround in. Mayor Olk indicated paving construction season has passed and staff can look into contracting an engineer and wait for the paving season. Mayor Olk informed the homeowners they would be updated, and the City Council will discuss this issue in a public meeting.

Deborah Jacobs made a request for property owners to be notified when construction starts.

The meeting was adjourned at 8:26 pm.

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF FORNEY
AND CITY OF LUCAS**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Forney (the “City”) and City of Lucas (“Entity”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City and Entity represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City and Entity are authorized to participate in each other’s current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City and Entity agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment, therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Entity warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City or Entity, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City and Entity agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Forney:

City Attorney
Attn: City Manager
City of Forney
101 E. Main Street
Forney, TX 75126
Phone: (972) 552-6620
cdaniels@forneytx.gov

City of Lucas:

City Manager
Attn: City Manager
City of Lucas
665 Country Club Rd
Lucas, TX 75002
Phone: (972) 727-8999
Fax: (972) 727-0091
jclarke@lucastexas.us

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have

waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF FORNEY

CITY OF LUCAS

BY:

Charles W. Daniels, City Manager

BY:

Joni Clarke, City Manager

DATE:

"BY" Printed Name and Title

ATTEST:

ATTEST:

DATE:

"ATTEST" Printed Name and Title

APPROVED AS TO FORM:

Jon Thatcher, City Attorney



RESOLUTION R-2023-11-00548

[Approving to Deny the Rate Increase Proposed by CoServ Gas, Ltd.]

A RESOLUTION OF THE CITY OF LUCAS, TEXAS, FINDING THAT COSERV GAS, LTD.'S STATEMENT OF INTENT TO INCREASE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND THE CITY'S LEGAL COUNSEL.

WHEREAS, the City of Lucas, Texas ("City") is a gas utility customer of CoServ Gas, Ltd. ("CoServ" or "Company") and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") with exclusive original jurisdiction over CoServ's rates, operations, and services within the City; and

WHEREAS, the City cooperated with a coalition of similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting the rates charged in CoServ's service area ("CoServ Gas Cities" or "Steering Committee of Cities Served by CoServ Gas, Ltd."); and

WHEREAS, on or about July 28, 2023, CoServ filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$10.3 million annually in incorporated areas; and

WHEREAS, the City passed Resolution No. R-2023-08-00544 to suspend the effective date of CoServ's requested rate increase for 90 days, the maximum period allowed by law; and

WHEREAS, CoServ Gas Cities hired and directed legal counsel and consultants to prepare a collective response to the Company's requested increase, which resulted in a conclusion that CoServ's proposed rates are not reasonable; and

WHEREAS, CoServ Gas Cities' attorneys recommend that members deny the requested increase; and

WHEREAS, GURA § 103.022 provides that costs incurred by CoServ Gas Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the rates proposed by CoServ to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by CoServ.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd., 7701 South Stemmons Freeway, Corinth, Texas 76210 (Charrell@coserv.com); and to Thomas Brocato, counsel for CoServ Gas Cities, Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ON THIS 16TH DAY OF NOVEMBER, 2023.

City of Lucas, Texas

ATTEST

Jim Olk, Mayor

Toshia Kimball, City Secretary



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 04

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the feedback provided by the residents of Ford and Welborn Lanes regarding the amendment to the Development Agreement between the City of Lucas and Goose Real Estate, Inc. related to roadway improvements at Ford and Welborn Lanes and provide guidance to the City Manager.

Background Information

On November 19, 2015, the City of Lucas (City) entered into a Development Agreement with Goose Real Estate, Inc. (Goose). The agreement stated that Goose would construct roadways consisting of three areas:

1. Ford Lane from Welborn Lane to the west side of 1540 Ford Lane (2,200 feet)
2. Welborn Lane from Ford Lane to East Winningkoff Road (1,300 feet)
3. East Winningkoff Road from Welborn Lane to the east end of the development (2,700 feet)

In addition to the above roadway improvements, the agreement also stated, “The east end of Ford Lane at the west side of 1540 Ford Lane and the east end of East Winningkoff shall end in an approved turn-around.”

The agreement defined “Roadway Facilities” as the design and construction of the road base and resurface (asphalt) of Ford Lane, Welborn Lane and East Winningkoff Road. The base shall be twenty-six (26) feet wide and a sub-grade consisting of five percent (5%) cement stabilized base. The pavement shall be a minimum of three (3) inches thick and twenty-four (24) feet wide of Type D asphalt concrete pavement (ACP) in accordance with the current City of Lucas Standard Construction Details and as depicted in Exhibit “C” in accordance with the Construction Documents.

The agreement further indicates that at the time building permits have been issued for the construction of residential homes on 75% of the lots shown in the conceptual plan, Goose will commence the construction of the roadway facilities and the completion shall occur within 180 days from the commencement of construction activities. The 75% threshold was met in June 2022.

The City completed a portion of East Winningkoff Road associated with Logan Ford Ranch, Phase 1 and 2, due to deterioration and rendered payment to TexasBit in the amount of \$31,975.98.

There are 17 homes and/or lots that have access to Ford Lane with driveways, culverts, and mailboxes causing conflicts with the proposed roadway. In addition, the existing ditches parallel to the roadway must be protected to accommodate drainage. There are five homes and/or lots that are located on Welborn Lane between East Winningkoff Road and Ford Lane.



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 04

On July 6, 2023, the City Manager sent an email to the City Council making them aware of the problem we were experiencing with Logan Ford Ranch, Phase 1 and 2. The roadway that is required to be constructed by the Developer (Goose) is 24-feet wide (excluding shoulders) and will not fit without relocating driveways, culverts, and mailboxes that are causing conflicts with the proposed roadway. In addition, the existing ditches must be maintained to avoid additional study of the drainage system. This concern is what necessitated bringing this matter before the City Council on August 17, 2023.

At the August 17, 2023 City Council meeting, the City Council considered amending the Development Agreement between the City and Goose regarding roadway improvements at Ford Lane and Welborn Lane and proposed an option of reducing the width of the roadway. The City Council authorized the City Manager to amend the agreement to reduce the roadway width on Ford and Welborn Lanes to 20 feet.

In the proposed amendment, the "Roadway Facilities" shall mean the design and construction of the road base and resurface (asphalt) of Ford Lane, Welborn Lane and East Winningkoff Road and shall be varying in width.

Ford Lane from 1335 Ford Lane to Welborn Lane shall be twenty feet (20') wide, from 1340 Ford Lane east to the end of the development shall be a minimum of seventeen and one-half feet (17.5') wide to twenty feet (20') wide where possible. Welborn Lane from East Winningkoff Road shall be eighteen feet (18') to twenty feet (20') wide where possible with a sub-grade consisting of five percent (5%) cement stabilized base six inches (6") deep. The pavement shall be a minimum of three inches (3") thick of Type D asphalt concrete pavement (ACP), and a one-foot (1') shoulder.

As mentioned earlier, the East Winningkoff Road portion of the agreement was completed by the City at a cost of \$31,975.98.

The City received an estimate from TexasBit for the rehabilitation of Ford and Welborn Lanes in the amount of \$289,075 dated August 8, 2023. This estimate is only valid for 30 days.

On October 26, 2023, the City of Lucas held a neighborhood meeting to receive feedback from the residents who live on Ford and Welborn Lanes. Much of the conversation focused on a turnaround location and the width and quality of the pavement.

Attachments/Supporting Documentation

1. Development Agreement between the City of Lucas and Goose Real Estate, Inc. executed on November 19, 2015

Budget/Financial Impact

The City of Lucas would be required to pay 30% of the cost, which would be \$86,723.



City of Lucas
City Council Agenda Request
November 16, 2023

Item No. 04

Recommendation

NA

Motion

NA

STATE OF TEXAS §
 § **DEVELOPMENT AGREEMENT**
COUNTY OF COLLIN §

This Development Agreement ("Agreement") is executed this 19 day of November 2015, by and between the City of Lucas, Texas, a municipal corporation existing under the laws of the State of Texas ("City"), and Goose Real Estate, Inc., an Ohio corporation, duly qualified to transact business in the State of Texas ("Owner") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Goose Real Estate, Inc. is the owner of the Property, which is located in Lucas, Texas, and which Owner desires to develop the Property in accordance with the Development Regulations and other applicable City ordinances, including the construction of Public Improvement; and

WHEREAS, Owner intends to develop the Property and to design and construct certain Roadway Improvements, on and for the benefit of the Property; and

WHEREAS, in association with the construction of the Development, the Parties find it to be in their mutual benefit and interest that Owner construct or cause to be constructed Roadway Facilities that consist of following three areas: (1) Ford Lane from Welborn Lane to west side of 1540 Ford Lane (2200 feet); (2) Welborn Lane from Ford Lane to East Winningkoff Road (1300 feet); and (3) East Winningkoff Road from Welborn Lane to the east end of the Development (2700 feet). The east end of Ford Lane at the west side of 1540 Ford Lane and the east end of East Winningkoff shall end in an approved turn-around; and

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in the Owner's costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained 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 in this Article I unless the context clearly indicates a different meaning:

"City" shall mean City of Lucas, Texas.

"City Engineer" shall mean City of Lucas City Engineer, or designee.

“Commencement of Construction” shall mean that: (i) the Construction Documents have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of Roadway Facilities; (ii) all necessary permits for the construction of the Roadway Facility pursuant to the Construction Documents therefore have been issued by all applicable governmental authorities; and (iii) grading of the Roadway Facilities has commenced.

“Completion of Construction” shall mean: (i) the Roadway Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the respective Roadway Facilities have been accepted by City.

“Construction Documents” shall mean the plans and specifications submitted for the design, installation and construction of the Roadway Facilities, as approved by City Engineer.

“Owner” shall mean Goose Real Estate Inc. and any subsequent owner of any portion of the Property.

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

“Force Majeure” shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, adverse market conditions, governmental approvals, laws, regulations, or restrictions, or other cause beyond the control of the Party.

“Property” shall mean the real property described and depicted in Exhibits “A-1” and “A-2” attached hereto.

“Roadway Facilities” shall mean the design and construction of the road base and resurface (asphalt) of Ford Lane, Welborn Lane and East Winningkoff Road. The base shall be twenty six (26) feet wide and a sub-grade consisting of five percent (5%) cement stabilized base. The pavement shall be a minimum of three (3) inches thick and twenty four (24) feet wide of Type D asphalt concrete pavement (ACP) in accordance with the current City of Lucas Standard Construction Details and as depicted in Exhibit “C” in accordance with the Construction Documents.

Article II

Term; Termination

The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

Article III

Roadway Facilities

3.1 Roadway Facilities. At the time building permits have been issued for the construction of residential homes on 75% of the lots shown on the conceptual plan attached

hereto as Exhibit "B", the Owner/Developer shall cause the Commencement of Construction of the Roadway Facilities. Owner shall cause the Completion of Construction to occur with 180 days after the Commencement of Construction. Subject to events of Force Majeure, Owner agrees to design and construct the Roadway Facilities in accordance with the applicable standards, ordinances, and regulations adopted by the City ("City of Lucas Standard Construction Details"). Owner shall submit plans for the design and construction of the Roadway Facilities ("Construction Plans") to the City Engineer for review and approval. Subject to extensions for delay or caused by events of Force Majeure and to the City's approval of the Approved Plans, Owner agrees, at Owner's sole cost, to construct or cause the construction of the Roadway Facility. Upon Completion of Construction Owner shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document the actual costs of the design and construction of the Roadway Facilities.

3.2 City's Participation. The City will collect impact fees in connection with the issuance of building permits for improvements on the lots shown on the conceptual plan attached hereto as Exhibit "B" and reimburse the Owner/Owner for the construction costs of Roadway Facility after the Completion of Construction and the City verification of such costs. City agrees to pay Owner in an amount not to exceed \$110,000 (the "City's Cost Participation"). Owner shall be responsible for any costs that exceed the City's Participation Amount.

3.3 Maximum Participation. In no case shall the City Cost Participation to the Roadway Facility exceed thirty percent (30%) of the actual costs of design, engineering, site preparation and construction of any improvements, including buildings or the Roadway Facility itself, on the Property as required by the development regulations, whether constructed by Owner or another party ("the Development Infrastructure"), unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

3.4 Development Requirements. Lots shall be developed in accordance with the Conceptual Site Plan attached hereto as Exhibit B" and in accordance with the City of Lucas Development Regulations and other applicable City Ordinances in effect at the time the preliminary plat is filed and approved by the City Council. Lots 21, 22, 23 and 24 shall not be subdivided.

Article IV General

4.1 Early Plat Recording. Owner may record a final plat before the final public improvements are completed and accepted.

Article V Termination

This Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of notice thereof.

Article VI Miscellaneous

6.1 Release. Upon the full and final satisfaction by City and Owner of their respective obligations contained herein, City and Owner shall execute and record, in the Deed Records of Collin County, a release of City and Owner from their obligations set forth herein.

6.2 Books and Records. Owner and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, until acceptance of the Project by City.

6.3 Indemnification/Hold Harmless. **OWNER DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM OWNER'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

6.4 Project Plans. Except as otherwise provided herein, prior to Commencement of Construction, Owner shall submit all Construction Documents for all Roadway Facilities to City Engineer for review and approval.

6.5 Compliance with Laws. Except as otherwise provided herein, Owner shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

6.6 Successors and Assigns. All obligations and covenants of Owner under this Agreement shall be binding on Owner, its successors and permitted assigns. Owner may not assign this Agreement without the prior written consent of City, which shall not be unreasonably withheld.

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

6.8 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture

among the Parties. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

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

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

If intended for Owner, to:

Goose Real Estate, Inc.
Attn: James Roberts
1200 Kempton Park
Fairview, Texas 75069

If intended for City, to:

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

With a copy to:

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

6.11 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary, agreements between the Parties and relating to the matters in this Agreement.

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

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

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

6.15 Recitals. The recitals to this Agreement are incorporated herein and are found to be true and correct.

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

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

6.18 Survival of Covenants. The representations, warranties, covenants, and obligations of Owner set forth in this Agreement shall survive termination.

6.19 Recordation of Agreement. An original of this Agreement shall be recorded in the Deed Records of Dallas County, Texas.

6.20 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Owner and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Owner which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

6.21 Effective Date. The effective date of this Development Agreement shall be the date on which this Development Agreement is approved by the City Council of the City.

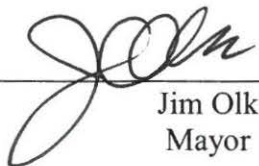
(signature page to follow)

EXECUTED as of the date first above written.

CITY:

CITY OF LUCAS, TEXAS

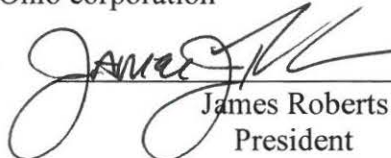
By


Jim Olk
Mayor

OWNER:

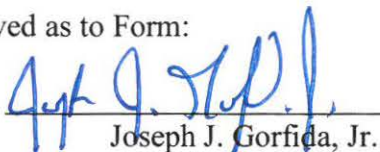
GOOSE REAL ESTATE, INC.,
an Ohio corporation

By


James Roberts
President

Approved as to Form:

By


Joseph J. Gorfida, Jr.
City Attorney
(10-27-15/73930)

THE STATE OF TEXAS

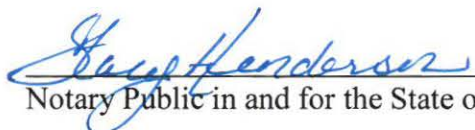
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COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 19 day of ^{November}~~October~~, 2015, by Jim Olk, Mayor of City of Lucas, Texas, a municipal corporation on behalf of such municipal corporation.




Notary Public in and for the State of Texas

THE STATE OF TEXAS

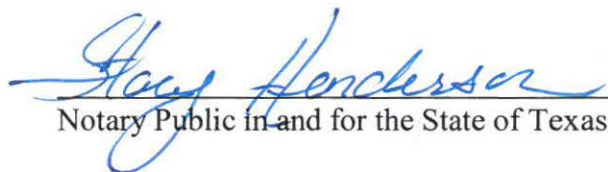
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COUNTY OF COLLIN

§

This instrument was acknowledged before me on the ___ day of October, 2015, by James Roberts, President of Goose Real Estate, Inc., an Ohio corporation, on behalf of such corporation.




Notary Public in and for the State of Texas

roberts,james'ford's ranch/developmentag-v3.doc

EXHIBIT A-1
CITY OF LUCAS/GOOSE REAL ESTATE, INC.
DEVELOPMENT AGREEMENT

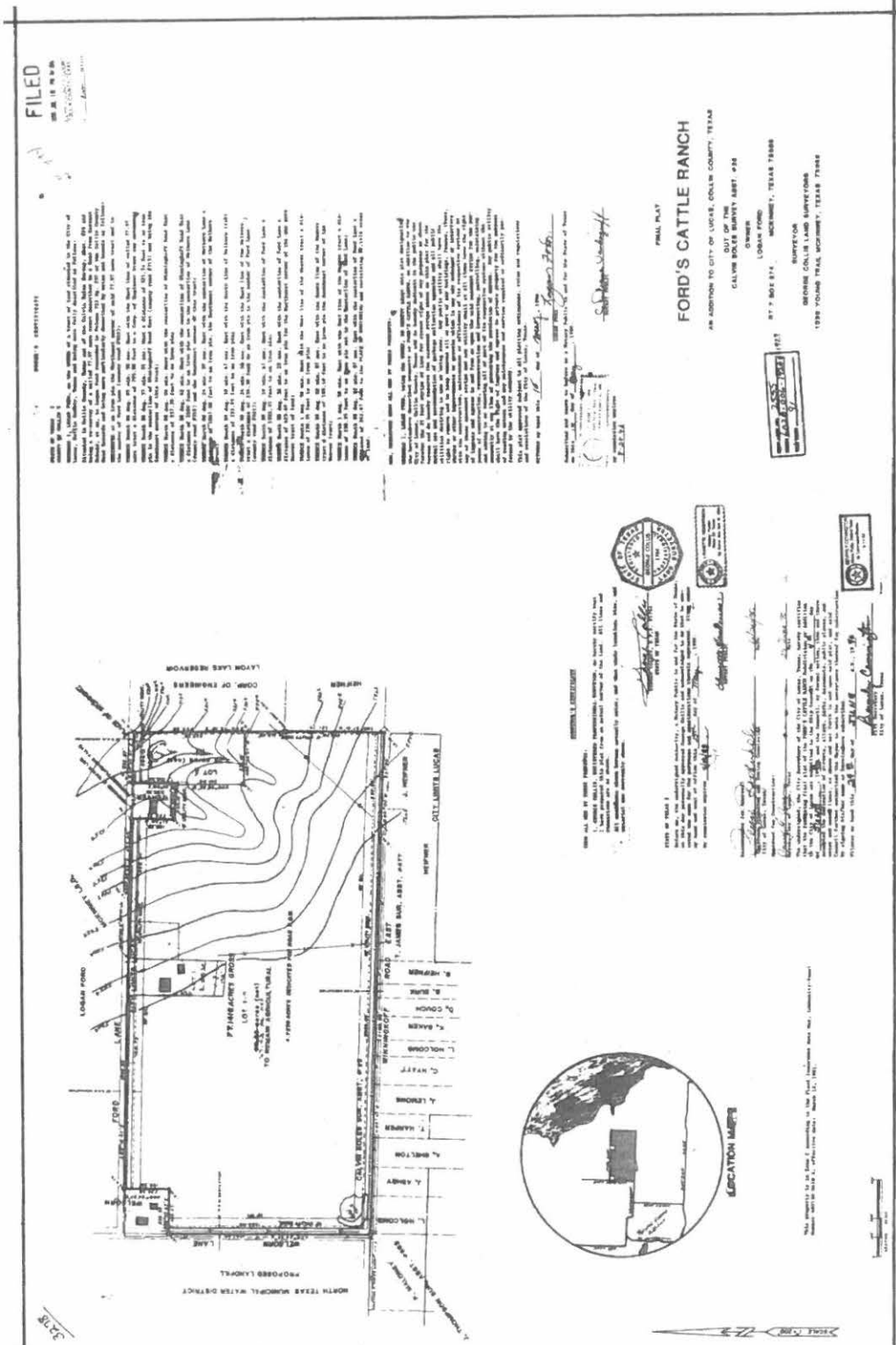


EXHIBIT "A-2"
Legal Description

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS L. LOGAN FORD, as the OWNER of a tract of land situated in the City of Lucas, Collin County, Texas and being more fully described as follows:

Situated in Collin County, Texas east of the Calvin Dale Survey, Abet. #28 and being a re-survey of a called 77.97 acre tract described in a Deed from Earnest Schmid, et ux, to Logan Ford recorded in Volume 722 Pg. 237 of the Collin County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin the Northeast corner of said 77.97 acre tract and in the center of Ford Lane (county road #322);

THENCE South 00 deg. 05 min. 32 sec. East with the East line of called 77.97 acre tract a distance of 795.88 feet to a Corp. of Engineer brass cap monument;

THENCE South 00 deg. 37 min. 01 sec. West a distance of 321.74 feet to an iron pin in the centerline of Winningshoff Road East (county road #313) and being the Southeast corner of this tract;

THENCE North 88 deg. 00 min. West with the centerline of Winningshoff Road East a distance of 337.20 feet to an iron pin;

THENCE North 88 deg. 42 min. West with the centerline of Winningshoff Road East a distance of 2100 feet to an iron pin set in the centerline of Welborn Lane (county road #318) and the Southwest corner of this tract;

THENCE North 00 deg. 24 min. 37 sec. East with the centerline of Welborn Lane a distance of 1067.80 feet to an iron pin, the Southwest corner of the Welborn tract;

THENCE South 89 deg. 10 min. 47 sec. East with the South line of Welborn tract a distance of 233.93 feet to an iron pin;

THENCE North 00 deg. 24 min. 37 sec. East with the East line of the Welborn tract a distance of 234.38 feet to an iron pin in the center of Ford Lane (county road #322);

THENCE South 89 deg. 10 min. 47 sec. East with the centerline of Ford Lane a distance of 1922.33 feet to an iron pin;

THENCE South 88 deg. 36 min. 22 sec. East with the centerline of Ford Lane a distance of 423.69 feet to an iron pin for the Northwest corner of the one acre Weaver tract of land;

THENCE South 1 deg. 56 min. West with the West line of the Weaver tract a distance of 230.35 feet to an iron pin;

THENCE South 88 deg. 02 min. 07 sec. East with the South line of the Weaver tract a distance of 189.10 feet to an iron pin the Southeast corner of the Weaver tract;

THENCE North 1 deg. 56 min. East with the East line of the Weaver tract a distance of 230.35 feet to an iron pin set in the centerline of Ford Lane;

THENCE South 88 deg. 02 min. 07 sec. East with the centerline of Ford Lane a distance of 762.87 feet to the PLACE OF BEGINNING and containing 79.1416 acres of land.

EXHIBIT "B" **Conceptual Plan**



EXHIBIT B
CITY OF LUCAS/GOOSE REAL ESTATE, INC.
DEVELOPMENT AGREEMENT

EXHIBIT "C"
Special Regulations

Residential Property

Uses: Single Family Residential and accessory uses

Building Regulations:

Lot Sizes:

Minimum lot size - two acres;
Minimum average width - 200 ft.

Setbacks:

Front Setbacks – 50’;
Side Setbacks – 20’;
Rear Setbacks – 30’;
Corner Setbacks – none

General:

Unless otherwise specified in this Development Agreement, the Development must comply with the City’s R-2 single family zoning district requirements in effect on the Effective Date.



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 05

Requester: Fire Chief Ted Stephens

Agenda Item Request

Discuss the possibility of billing for specific services provided by the Lucas Fire-Rescue Department as allowed by the passage of Senate Bill 1413 and provide direction to the City Manager.

Background Information

At the City Council meeting held on August 17, 2023, Fire Chief Ted Stephens indicated that with the passage of Senate Bill 1413, fire departments are now allowed to bill for specific services rendered.

Staff contacted Emergicon, our EMS third party billing agent, and requested information on billing for fire department services. Emergicon has a section dedicated to fire department response billing called EmergiFire, who offers services to bill for Motor Vehicle Accidents, HazMat, Fire Investigation, Fires, Illegal Fires, Water Incidents, Back Country or Special Rescue, Chief Response, Gas Leaks, and Fire Marshal Inspections and Permitting. City Council requested that Chief Stephens narrow down the options for consideration.

Chief Stephens met with City Manager Joni Clarke on several occasions to evaluate the options and to formulate a recommendation for City Council to consider at a future meeting. The direction was to create a pilot project that would concentrate on motor vehicle accidents and with the assistance of Assistant Chief Aaron Alderdice, a detailed motor vehicle accident response analysis for the last five years was completed and is summarized below:

Scene Time	Count	Average (min)	Median (min)
0-10 Min	91	4.91	4.68
10-30 Min	217	19.58	19.32
30-60 Min	105	41.30	41.12
60+ Min	69	84.81	75.42
Overall	482	30.88	22.98

City Attorney Joe Gorfida recommended that an hourly cost of working an accident scene should be calculated to ensure the City is not making a profit. The reimbursement rates for apparatus types are based on the 2023 FEMA reimbursement rates. Staffing rates are based on the current (October 2023) overall salary average of one Fire Captain, one Fire Engineer, and two Firefighter/Paramedics.



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 05

2023 FEMA / Staff Hourly Rates	
8692-Fire Engine	\$100.49
8077-Chief Vehicle	\$30.20
8040-Ambulance	\$39.28
*Average Lucas FF Hourly Rate	\$28.55
LFR Minimum Staffing	4
Average Lucas Chief Hourly Rate	\$62.37
Staffing cost per hour	\$176.57
Average Cost Per Hour	\$346.54

*Based on one Fire Captain, one Fire Engineer, and two Firefighter/Paramedics average hourly rate.

In addition, below are our “normal” apparatus response per motor vehicle collision call type:

Motor Vehicle Collision
**1 engine, ambulance, chief
Car Fire
**1 engine, ambulance, chief
Extrication
**2 engines, ambulance, chief

In discussing the possibility of billing for motor vehicle accidents with area fire chiefs, Chief Stephens discovered there is considerable difficulty in obtaining the required information to consistently achieve any success at collections.

Wylie Fire Chief Brandon Blythe indicated that 50% of their claims are being rejected by insurance companies and collections run about 50% of that.

Richardson Fire Chief Curtis Poovey revealed that they have only been billing for motor vehicle collisions for approximately three months, and if he had it to do over again, he would not do it.

Allen, Fairview, Murphy, Parker, and Plano do not engage in any fire billing.

For EmergiFire to submit the claim to an insurance company, fire personnel will be required to obtain different types of personal information based on the type of services rendered. For example, for a motor vehicle accident, pictures of the driver’s license, insurance card, and vehicle identification number of each vehicle involved would need to be obtained. If pictures are not obtained, EmergiFire will contact Collin County Sheriff’s Department and request the accident report and charge the City \$10 per request. EmergiFire charges 15% of the amount collected, with no upfront cost to the City. A simple addendum is required to be added to the City’s Emergicon Contract.



City of Lucas

City Council Agenda Request

November 16, 2023

On October 25, 2023, City Manager Joni Clarke and Fire Chief Ted Stephens discussed the information above in detail. The discussion focused on the concern of collecting the required data at the scene to process a claim that may lead to successful collection from insurance companies. The two highest priorities in any emergency situation are crew safety and patient care. Allocating our highly-trained personnel to tasks associated with gathering the required information for billing may be detrimental to crew safety and quality patient care may be sacrificed.

Attachments/Supporting Documentation

1. EmergiFire Mitigation Rates (Exhibit A)
2. Emergicon Service Agreement
3. Fire/Emergency Response Billing (Addendum C)
4. EmergiFire – Guide of Required Information
5. Senate Bill 1413
6. 2023 FEMA Reimbursement Rates

Budget/Financial Impact

The financial impact for the City is unknown currently.

Recommendation

The City Manager and Fire Chief do NOT recommend implementing fire billing at this time.

Motion

There is no motion required.

EXHIBIT A

MITIGATION RATES

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour@ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service) Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$321.00 per hour. Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck Includes:

- Scene Safety
- Investigation
- Fire/Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use. ILLEGAL

FIRES

Assignment - \$466.00 per hour, per engine/ \$582.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,334 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$466 for the first response vehicle plus \$58 per rescue person.

Additional rates of \$466 per hour per response vehicle and \$58 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour. Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

GAS LEAKS (Natural)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non- intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- \$748 per hour, per engine / \$58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- \$932 per hour, per engine/ \$58 per hour, per rescue person.

FIRE MARSHAL INSPECTION AND PERMITTING FEES

a) Fire Marshal Inspections.

- 1) Certificate of Occupancy - \$60.00.
- 2) Temporary Certificate of Occupancy - \$60.00.
- 3) After Hours Inspections (after 5:00 p.m. or on weekend)
 - i. \$150.00 per hour for first two hours.
 - ii. \$50.00 per hour for each additional hour beyond the first two hours.

b) Fire Protection Systems.

- 1) 1-10 devices - \$75.00.
- 2) 11-25 devices - \$100.00.
- 3) 26-100 devices - \$200.00.
- 4) 101-200 devices - \$275.00.
- 5) 201-500 devices - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

c) Fire Sprinkler Systems.

- 1) Underground- \$150.00.
- 2) Aboveground, 1-19 heads - \$75.00
- 3) Aboveground 20-100 heads - \$100.00.
- 4) Aboveground, 101-300 heads - \$200.00.
- 5) Aboveground 301-1,000 heads - \$400.00.
- 6) Per head/or each over 1,000 heads - \$1.00.
- 7) Fire Pump, additional - \$150.00.

d) Access Control.

- 1) 1-10 Doors - \$75.00.
- 2) 11-25 Doors - \$100.00
- 3) 26-100 Doors - \$200.00.
- 4) 101-200 Doors - \$275.00
- 5) 201-500 Doors - \$500.00.
- 6) Per device for each device over 500 - \$1.00.

e) Fire Alarm System Permits.

- 1) *Residential Permit Fee - \$50.00 annually.*
 - i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.
- 2) *Non-Residential Permit Fee - \$100.00 annually.*

f) False Alarm Billing Fee (Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12)

month period is \$75.00 per call.

- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$250.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$500.00 per call.

g) False Alarm Fee (Non-Residential).

- 1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.
- 2) The fee for the fourth (4th) and fifth (5th) false alarm calls within a twelve (12) month period is \$150.00 per call.
- 3) The fee for the sixth (6th) and seventh (7th) false alarm calls within a twelve (12) month period is \$500.00 per call.
- 4) The fee for the eighth (8th) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is \$1,000.00 per call.

h) Fire Marshal Annual Inspection Fee.

- 1) 1 - 1,500sq.ft. - \$50.00 annually.
- 2) 1,501 - 3,000 sq. ft. - \$55.00 annually.
- 3) 3,001 - 5,000 sq. ft. - \$60.00 annually.
- 4) 5,001 - 10,000 sq. ft. - \$65.00 annually.
- 5) 10,001 - 25,000 sq. ft. - \$70.00 annually.
- 6) 25,001 - 50,000 sq. ft. - \$75.00 annually.
- 7) 50,001 - 75,000 sq. ft. - \$80.00 annually.
- 8) 75,001 - 100,000 sq. Ft. - \$100.00 annually.
- 9) 100,001 - 200,000 sq. ft. - \$120.00 annually.
- 10) 200,001 sq. ft. and greater - \$280.00 annually.

i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).

- 1) Powders and Solids
 - i. 1,000 lbs. and less - \$25 .00
 - ii. 1,001 - 2,000 lbs. - \$37.50.
 - iii. 2,001 - 5,000 lbs. - \$70.00.
 - iv. 5,001 lbs. and over - \$137.50.
- 2) Liquids and Gels.
 - i. 25 gallons or less - \$25.00.
 - ii. 26 -100 gallons - \$37.50.
 - iii. 101- 1,000 gallons - \$70.00.
 - iv. 1,001 gallons or more - \$137.50.

j) Plan Review Fees.

- 1) Plan Review - \$60.00.
- 2) Fire Alarm System - \$70.00.
- 3) Fire Sprinkler System - \$150.00.
- 4) Emergency Lighting- \$37.50.
- 5) Special Lighting - \$30.00.
- 6) Liquid storage tanks, hazardous materials - \$70.00.

k) Reinspection Fee- \$60.00.

l) Special Permits.

- 1) Blasting operation - \$65.00 perday.
- 2) Pyrotechnic display - \$65.00 perday.
- 3) Tent permit.
 - i. 1 - 30 days - \$30.00.
 - ii. Each additional 30 days or portion thereof- \$30.00.

- m) *Underground Storage Tanks Installation.*** The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.
- 1) 0 - 1,000 gallons - \$50.00.
 - 2) More than 1,000 gallons - \$100.00.
- n) *LPG Tank Installation or Removal - \$50.00.***
- o) *Special Event Fees.***
- 1) Fire marshal permit.
 - i. \$125.00 for first day.
 - ii. \$75.00 per each additional day thereafter.
 - 2) Fire marshal on premises - \$65.00 per hour.
 - 3) Standby fire personnel, no apparatus - \$65 .00 per hour (each, three hour minimum).
 - 4) Standby ambulance, with personnel - \$130.00 per hour (three hour minimum).
 - 5) Standby engine or truck, with personnel - \$195.00 per hour (three hour minimum).
- p) *State Mandated Inspections.***
- 1) Hospitals - \$100.00

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

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 (5th) 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.

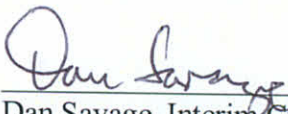
7.11 Assignment. Neither Party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other Party without the written consent of the other Party.

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.

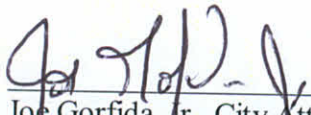
(signature page to follow)

EXECUTED this 5th 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 20th 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.

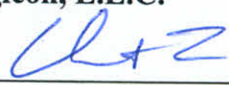
Cancellation fees

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

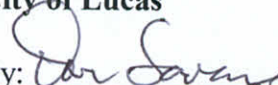
In consideration for providing the agreed upon billing services in the Service Agreement and ESO Pro Suite detailed above, City of Lucas will amend Section 2.02 of the Service Agreement to pay Emergicon eleven percent (11%) of the total amount collected on the Account.

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

ADDENDUM C – FIRE/EMERGENCY RESPONSE BILLING

This Addendum C (this “**Addendum**”) is entered into by and between Emergifire, LLC, a Texas limited liability company (“**Emergifire**”) and City of Lucas (“**Client**”), dated _____ and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon, LLC and Client, dated December 5th, 2023 (the “**Services Agreement**”).

RECITALS

WHEREAS, Emergicon, LLC is engaged in the business of providing fire response and cost recovery services as detailed below through a contractor relationship with Emergifire;

WHEREAS, Emergifire is engaged in the business of providing third-party billing and accounts receivable management specialized professional services related to motor vehicle accidents and other emergency responses for emergency service organizations;

WHEREAS, CLIENT desires to utilize Emergifire for billing and claims management services for its organization; and

WHEREAS, Emergifire is willing to provide such specialized professional services upon the terms and conditions provided in this Addendum;

Specialized Professional Services. Emergifire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of CLIENT as a normal course of business:

- a. Promptly prepare and submit claims to the responsible party deemed complete and eligible for submission by Emergifire in conformance with this Agreement.
- b. Provide instructions for the submission of Required Documentation to Emergifire.
- c. Promptly post payments made on CLIENT’s behalf.
- d. Provide monthly reports to CLIENT, which include, at a minimum, cash received and balance summary.
- e. Will not begin litigation against a person, entity, or insurance carrier without prior written approval by the CLIENT.

Specifically Excluded Duties of Emergifire. Notwithstanding any provisions of this Agreement to the contrary, Emergifire shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Provide legal advice or legal services to CLIENT or anyone acting on CLIENT's behalf.

Term and Termination.

This Addendum runs in concurrence to the Specialized Professional Ambulance Billing Services Agreement.

Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, CLIENT shall pay Emergifire a fee equivalent to fifteen percent (15%) of all revenues collected by Emergifire on behalf of CLIENT. Credit card payments accepted by Emergifire will be charged an additional three percent (3.0%).

b. Emergifire shall submit invoices to CLIENT on a periodic basis established by Emergifire. Invoices are to be paid by CLIENT within thirty (30) days of the invoice date. Emergifire reserves the right to add simple interest at an annual rate of 18%, compounded daily, on all where Emergifire has not received payment within thirty (30) days of the date of its invoice.

CLIENT agrees to reimburse Emergifire for any and all sales tax liabilities that may arise as a result of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

EMERGIFIRE, LLC.

City of Lucas

By:

By:

Signature

Signature

Christopher Turner, MHA

Print Name

Print Name

Founder & CEO

Title

Title

Date

Date

Narrative Key Points

Scene

- Overall scene size up

Roadblock

- What was used to block the road?
- How many lanes blocked?

Fluids Spilled

- What was the fluid?
- What was used to clean up fluid?
- How much sorbents were used?

Extrication

- What heavy rescue tools were used?
- Cribbing, struts, spreaders, or airbags used?

Required Information to Bill

MVA

Insurance Information

- Name of Insurance Company
- Policy Number

Picture of VIN number
from all vehicles
involved

Picture of DL for
drivers

Single Vehicle MVA

Insurance Information

- Name of Insurance Company
- Policy Number

Picture of DL

Building/House Fire

Property Owner Name
& Phone Number

Insurance Information

- Name of Insurance Company
- Policy Number

Gas Leak

Company Information

- Name of company that caused leak
- Contact Information

Insurance Information

- Name of Insurance Company
- Policy Number

S.B. No. 1413

AN ACT

relating to the authority of a fire department to remove certain personal property from a roadway or right-of-way.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 545.3051(a), Transportation Code, is amended by adding Subdivision (1-a) to read as follows:

(1-a) "Fire department" has the meaning assigned by Section 419.021, Government Code.

SECTION 2. Section 545.3051, Transportation Code, is amended by amending Subsections (b), (d), and (e) and adding Subsection (f) to read as follows:

(b) An authority, a fire department, or a law enforcement agency may remove personal property from a roadway or right-of-way if the authority, fire department, or law enforcement agency determines that the property blocks the roadway or endangers public safety.

(d) The owner and any carrier of personal property removed under this section shall reimburse the authority, fire department, or law enforcement agency for any reasonable cost of removal and disposition of the property.

(e) Notwithstanding any other provision of law, an authority, a fire department, or a law enforcement agency is not liable for:

(1) any damage to personal property removed from a roadway or right-of-way under this section, unless the removal is carried out recklessly or in a grossly negligent manner; or

(2) any damage resulting from the failure to exercise the authority granted by this section.

(f) The governing body of a political subdivision that has a fire department shall develop and implement a policy concerning the fire department consulting with law enforcement agencies regarding removal of personal property from a roadway or right-of-way.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.

I hereby certify that S.B. No. 1413 passed the Senate on April 12, 2023, by the following vote: Yeas 30, Nays 0.

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
1	8010	Air Compressor	Miscellaneous Tank Mounted Air Compressors 80/25	41 CFM	to 10	Hoses included	hour	\$1.28
2	8011	Air Compressor	Multiquip DIS100SK4F	103 CFM	to 30	Hoses included	hour	\$20.32
3	8012	Air Compressor	Sullivan-Palatek D130Q6IZ	130 CFM	to 50	Hoses included	hour	\$28.56
4	8013	Air Compressor	Grimmer-Schmidt 175	175 CFM	to 90	Hoses included	hour	\$31.69
5	8014	Air Compressor	Sullivan-Palatek D375QH6CA	400 CFM	to 145	Hoses included	hour	\$68.71
6	8015	Air Compressor	Grimmer-Schmidt 800	575 CFM	to 230	Hoses included	hour	\$108.12
7	8016	Air Compressor	Ingersoll Rand XP1200WCU	1100 CFM	to 355	Hoses included	hour	\$172.25
8	8017	Air Compressor	Sullair 1600DTQCA	1600 CFM	to 500	Hoses included	hour	\$182.81
9	8040	Ambulance		GVW 8600 Pounds	to 298		hour	\$39.28
10	8041	Ambulance		GVW 11000 Pounds	to 414		hour	\$48.32
11	8050	Board, Arrow	Miscellaneous Trailer mounted Arrow Boards		to 8	Trailer Mounted	hour	\$5.71
12	8051	Board, Message	Miscellaneous CMSBBI		to 5	Trailer Mounted	hour	\$11.62
13	8060	Auger, Portable	Miscellaneous One Man Wheel Mount	16 In	to 6		hour	\$2.07
14	8061	Auger, Portable	Miscellaneous Portable Earth Auger	18 In	to 13		hour	\$5.09
15	8062	Auger, Tractor Mntd	Miscellaneous TLB Auger Mount	36 In	to 13	Includes digger, boom & mounting hardware	hour	\$2.77
16	8063	Auger, Truck Mntd	Miscellaneous DH-Avg	24 In	to 100	8'x8'x10' Drophammer	hour	\$48.94
17	8064	Hydraulic Post Driver	Miscellaneous VIB-Avg	24 In	to 100	Hyd. Impact Hammer	hour	\$53.28
18	8065	Auger	Horizontal Directional Boring Machine	250 X 100	to 300	DD-140B YR-2003	hour	\$235.66
20	8067	Auger, Directional Boring Machine	Miscellaneous 7K - Horizontal Drilling Machines	7,000 lbs	to 25	Maximum Thrust 7K Lbs	hour	\$80.23
21	8067-1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	to 125		hour	\$196.01
22	8068	Bush Hog	New Holland 272GMS	72-IN cutting width	0		hour	\$14.58
23	8068-1	Bush Hog	Vermeer MC3700	12-FT cutting width	0		hour	\$8.56
24	8068-2	Bush Hog	Bush Hog 2820 Average Retail Rental Rates	85-IN cutting width	0		hour	\$47.50
25	8070	Automobile	2018 Ford Fusion S Sedan MSRP		to 130		hour	\$0.68
26	8071	Automobile	2007 Ford F150 XL Reg Cab 4x2		to 130		hour	\$25.80
28	8073	Automobile, Police	2018 Ford Police Interceptor sedan MSRP, Ford Government Sales		to 250		hour	\$19.89
29	8074	Automobile, Police	Ford Explorer		to 210		hour	\$22.91
30	8075	Motorcycle, Police	Honda ST1300PA Police Motorcycle MSRP		0		hour	\$0.63
31	8076	Automobile - Chevy Trailblazer	Avalanche 4x4 Gas (Disc. 2009)		to 282		mile	\$42.27
32	8077	Automobile - Ford Expedition	On-Highway Light Duty Trucks - 4X4 1 1/2 310 CONV DIESEL		to 310	Fire Command Center	hour	\$30.20
33	8078	MRAP Armored Rescue Vehicle	Military Surplus Vehicle		375-450		hour	\$64.18
34	8079	MRAP C-MTV	gvwr 55000 Lbs		to 350		hour	\$59.91
35	8080	All Terrain Vehicle	Polaris Youth Sportsman 110 EFI		6.5-7.5		hour	\$10.37
36	8081	All Terrain Vehicle	Polaris Youth Phoenix 200		7.6-8.6		hour	\$11.14
37	8082	All Terrain Vehicle	Ranger 150 EFI		9.0-10.0		hour	\$14.84
38	8083	All Terrain Vehicle	RZR 200 EFI		12-14.0		hour	\$12.01
39	8084	All Terrain Vehicle	Factored from 8080 (\$\$/cc)		15-17		hour	\$6.24
40	8085	All Terrain Vehicle	Vitacci Terminator 300cc		18-20		hour	\$7.54
41	8086	All Terrain Vehicle	Gasoline		26-28	Rate interpolated	hour	\$12.52
42	8087	All Terrain Vehicle	Gasoline		26-28	Rate interpolated	hour	\$13.46
43	8088	All Terrain Vehicle	Gasoline		38-40	Rate interpolated	hour	\$17.20
44	8089	All Terrain Vehicle			44-46	Rate interpolated	hour	\$19.07
45	8090	All Terrain Vehicle	Polaris Ranger XP900		to 100		hour	\$21.87
46	8091	All Terrain Vehicle			0	Rate interpolated	hour	\$23.74
47	8110	Barge, Deck	Miscellaneous Deck Cargo Barges		0		hour	\$50.80
48	8111	Barge, Deck	Miscellaneous 300 - Deck Cargo Barges	50'x35'x9'	N/A	Push by Tug-Boat	hour	\$53.15
49	8112	Barge, Deck	Miscellaneous Deck 1100 - Deck Cargo Barges	120'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$93.74
50	8113	Barge, Deck	Miscellaneous 1250 - Deck Cargo Barges	140'x45'x10-FT	N/A	Push by Tug-Boat	hour	\$103.75

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
51	8120	Boat, Tow	Miscellaneous 55 - Tow Boats	50' - 64'	to 870	Steel	hour	\$411.90
52	8121	Boat, Tow	Miscellaneous 60 21 - Tow Boats	50' - 64'	to 1050	Steel	hour	\$481.57
53	8122	Boat, Tow	Miscellaneous 70 30 - Tow Boats	65' - 99'	to 1350	Steel	hour	\$712.28
54	8123	Boat, Tow	Miscellaneous 120 - Tow Boats	100' - 124"	to 2000	Steel	hour	\$1,330.55
55	8124	Airboat	815 AGIS Airboat w/spray unit		to 556		hour	\$32.18
56	8125	Airboat	815 AGIS Airboat w/spray unit		to 450		hour	\$32.53
57	8126	Swamp Buggy	ARGO Conquest 800 Outfitter		to 36		hour	\$35.99
58	8129	Compactor, 2-ton pavement roller	Bid-well 2450	to 76'	to 40		hour	\$30.10
59	8130	Boat, Row	Miscellaneous Rowboat		N/A	Heavy duty	hour	\$1.20
60	8131	Boat, Runabout	Marine Equipment Runabouts - 13		to 60		hour	\$20.51
61	8132	Boat, Tender	Marine Equipment Tenders - 12	to 16'	to 100	Inboard with 360 degree drive	hour	\$39.16
62	8133	Boat, Push	Miscellaneous 400 - Push Boats	to 49'	to 435	Flat hull	hour	\$254.40
63	8134	Boat, Push	Miscellaneous 525 - Push Boats	50' - 74'	to 525	Flat hull	hour	\$311.94
64	8135	Boat, Push	Miscellaneous 705 - Push Boats	50' - 74'	to 705	Flat hull	hour	\$400.41
65	8136	Boat, Push	Miscellaneous 870 - Push Boats	50' - 74'	to 870	Flat hull	hour	\$460.26
66	8137	Boat, Debris Removal Skiff	Debris Removal Skiff	Length 48'	to 200	New 2023 rate	hour	\$154.85
67	8138	Boat, Jet	Boat, Jet (Woolridge Xtra Plus Inboard)	Length 20' 4"	to 100	Shallow Draft	hour	\$30.93
68	8140	Boat, Tug	Miscellaneous 100 - Inland Tug Boats	Length 16'	to 100	Shallow Draft	hour	\$54.53
69	8141	Boat, Tug	Miscellaneous 175 - Inland Tug Boats	Length 18'	to 175	With Steering Nozzle	hour	\$88.35
70	8142	Boat, Tug	Miscellaneous 250 - Inland Tug Boats	Length 26'	to 250	With Steering Nozzle	hour	\$118.32
71	8143	Boat, Tug	Miscellaneous 380 - Inland Tug Boats	Length 40'	to 380	Standard Rudder	hour	\$238.82
72	8144	Boat, Tug	Miscellaneous 700 - Inland Tug Boats	Length 51'	to 700	Twin Screw	hour	\$372.31
73	8145	Jet Ski	2002 Seadoo GTX	Gasoline	to 155		hour	\$34.32
74	8146	Jet Ski	2018 Seadoo GTX	Gasoline	to 200		hour	\$10.66
75	8147	Boat, Inflatable Rescue Raft	Zodiac C310 Solid 10'2"		0	No outboard engine. Max for the C310 is 10-HP.	hour	\$1.40
76	8148	Boat, Runabout	Marine Equipment Runabouts - 13	Gasoline	to 50		hour	\$20.51
77	8149	Boat, removable engine	2000 Johnson Outboard Motor	Gasoline	to 220		hour	\$1.96
78	8150	Self Propelled Pavement Brooms	Lay-Mor 6HC/8HC		to 37		hour	\$69.04
79	8151	Self Propelled Pavement Brooms	Broce RC-350 (disc. 2011)	96"	to 76		hour	\$95.85
80	8153	Broom, Pavement, Mounted	Miscellaneous TRAC MOUNT PTO DRIVE - For Mounting Pavement Brooms	72"		Power Takeoff	hour	\$4.59
81	8154	Broom, Pavement, Pull	Miscellaneous TRACTION PT - Pull Type Pavement Brooms	84"		Pull Type	hour	\$35.45
82	8154-1	Skid Steer for Broom	Bobcat 453 (disc. 2001)		to 15.7	for propelling mounted broom	hour	\$27.47
83	8155	Self Propelled Pavement Brooms	Terramite TSS46	6 or 8-FT broom heads	to 33		hour	\$63.05
84	8157	Sweeper, Pavement	Elgin - Pelican SE	66" & 36" broom widths, 3.6-CY hopper	to 100		hour	\$184.20
85	8158	Sweeper, Pavement	Five Star - Broom Bear	Max 120" sweep width, 4.5-CY hopper	to 230	Freightliner FL70 engine	hour	\$215.77
86	8180	Bus			to 185		hour	\$41.46
87	8181	Bus			to 100		hour	\$31.99
88	8182	Bus			to 230		hour	\$49.13
89	8183	Blower			to 27		hour	\$19.08
90	8183-1	Mosquito Sprayer	Adapco - Guardian 95 ES	to 186 CFM	to 9.5	Trailer Mounted	hour	\$23.33
91	8184	Back-pack Blower			to 4.4		hour	\$1.90
92	8185	Walkbehind Blower			to 13		hour	\$8.46
93	8187	Chainsaw	Bar Length = 20"	3.0 cu in	to 3	Heavy Duty	hour	\$1.96
94	8188	Chainsaw	Bar Length = 20"	5.0 cu in	to 6	Heavy Duty	hour	\$3.16
95	8189	Chainsaw	Bar Length = 20"	6.0 cu in	to 7	Heavy Duty	hour	\$3.57
96	8190	Chainsaw	Bar Length = 16"	2.5 cu in	to 2	Light Duty	hour	\$2.02
97	8191	Chainsaw	Bar Length = 25"	7.0 cu in	to 9	Heavy Duty	hour	\$4.79
98	8192	Chainsaw, Pole	Bar Length = 18"		N/A	Hydraulic	hour	\$2.76
99	8193	Skidder, Log	Deere 748E (disc. 1995)	11.52 ft2	to 165		hour	\$116.10
100	8194	Skidder, Log	Deere 648G II (disc. 2000)	10.45 ft2	to 153		hour	\$120.55
101	8195	Cutter, Brush	Kershaw 800 (disc. 1998)	7 ft 8 in	to 185	Cutting Width	hour	\$139.24
102	8196	Cutter, Brush	Kershaw 10-8 (disc. 1993)	7 ft 8 in	to 210	Cutting Width	hour	\$158.04
103	8197	Cutter, Brush	Kershaw 1200 (disc. 2010)	9 ft 9 in	to 245	Cutting Width. Will process up to 8" diameter material	hour	\$193.89
104	8198	Buncher, Cutter	Caterpillar 511 Feller Buncher	26.6 ft reach	to 247		hour	\$229.05

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
105	8199	Log Trailer	Log Trailer (Fixed Gooseneck Trailer Level 3 40)	40 tons	N/A	Deck Length 13 - 47 ft	hour	\$15.77
106	8200	Chipper, Brush	Woodchuck WC-9HD (disc. 2000)		to 37		hour	\$42.15
107	8201	Chipper, Brush	Bandit 65 (disc. 2002)	6 In	to 33		hour	\$55.16
108	8202	Chipper, Brush	Vermeer 1600A (disc. 2002)	8 In	to 100	Trailer Mounted	hour	\$68.02
109	8203	Chipper, Brush	Mitts & Merrill K12F6 (disc. 2006)	8 In	to 125	Trailer Mounted	hour	\$72.28
110	8204	Chipper, Brush	Morbark Eger Beaver 1922	19 In	to 174		hour	\$137.84
111	8208	Loader - Tractor - Knuckleboom	2022 Barko 595ML Crawler Mounted Log Loader	7,770 lbs (32' radius) to 38,180 lbs 12' radius	to 165		hour	\$197.06
112	8209	Loader - Wheel	Deere 644L Hybrid	4.3 cu yd	to 231		hour	\$94.20
113	8210	Clamshell & Dragline, Crawler	Northwest 50-D/5065	149,999 lbs	to 238	Bucket not included in rate	hour	\$129.08
114	8211	Clamshell & Dragline, Crawler	Northwest 180-D (76 ton)	250,000 lbs	to 520	Bucket not included in rate	hour	\$189.13
115	8212	Clamshell, Truck mounted	American 5530	to 150,000 lbs	Carrier HP: 238 Crane HP: 128		hour	\$121.14
116	8218	BOMAG Compactor	BW100AD-3		to 33	Tandem Vibratory Compactor	hour	\$73.82
117	8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor		to 28		hour	\$64.05
118	8220	Compactor, Hand Held	Miscellaneous Hand Held Vibratory Compactor		to 10		hour	\$43.36
119	8221	Compactor, towed, vibratory drum	Essick VR-54TEDD (disc. 1991)	Smooth Drum Width 54"	to 45	Plus towing vehicle	hour	\$30.51
120	8222	Compactor, vibratory drum	2013 BOMAG BW-120AD-4 (disc. 2013)	Drum Width 47.2"	to 34		hour	\$64.73
121	8223	Compactor, pneumatic, wheel	BOMAG BW11-RH	68" width	to 85		hour	\$122.99
122	8224	Vibratory Compactor	CATERPILLAR CP-563D (disc. 2003)	Drum Width 51"	to 145	Single Drum	hour	\$155.03
123	8225	Compactor, Sanitation	CMI Terex 3-35C (disc. 2009)		to 200		hour	\$227.07
124	8226	Compactor, Sanitation	Terex TC400		to 390		hour	\$281.94
125	8227	Compactor, Sanitation	836 (disc. 2001)		to 450		hour	\$463.02
126	8228	Compactor, towed, pneumatic, wheel	Hercules PT-11	13 tons	N/A	11-Wheels (Towed)	hour	\$16.07
127	8229	Compactor, Towed Steel Drum Static Compactor	Hercules GTD 54120		N/A		hour	\$25.54
128	8240	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 35" x 14', single deck		to 30		hour	\$22.98
129	8241	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 52" x 20', single deck		to 40		hour	\$29.63
130	8242	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 62" x 30', double deck		to 75		hour	\$61.22
131	8250	Dozer, crawler	Komatsu D37E-2 (disc. 1993)		to 75		hour	\$114.27
132	8251	Dozer, crawler	Case 850K LGP (disc. 2004)	2.6 cu yd	to 96		hour	\$103.66
133	8252	Dozer, crawler	Caterpillar D6E (disc. 1996)		to 155		hour	\$125.64
134	8253	Dozer, crawler	Komatsu D87E-2 (disc. 2004)	9.2 cu yd	to 230		hour	\$199.60
135	8254	Dozer, crawler	Caterpillar D8R SERIES II (disc. 2013)	11.4 cu yd	to 307		hour	\$311.49
136	8255	Dozer, crawler	Caterpillar D10T (disc. 2014)	24.2 cu yd	to 574	Semi-U Blade	hour	\$364.36
137	8256	Dozer, crawler	Caterpillar D11R (disc. 2007)	45.0 cu yd	to 850		hour	\$504.68
138	8260	Dozer, wheel	Caterpillar 814F (disc. 2006)	3.49 cu yd	to 240		hour	\$116.72
139	8261	Dozer, wheel	Caterpillar 824G II (disc. 2006)	6.11 cu yd	to 339		hour	\$178.87
140	8262	Dozer, wheel	Caterpillar 834G (disc. 2006)	10.33 cu yd	to 477		hour	\$228.40
141	8263	Dozer, wheel	Caterpillar 844G (disc. 2009)		to 625	Semi-U Blade	hour	\$390.77
142	8269	Box Scraper	84" Rome Model 5C Pull Scraper	4.1 cu yd	N/A	Add 60 HP tractor for pulling	hour	\$19.78
143	8270	Bucket, Clamshell	Miscellaneous 1LW	1.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$3.85
144	8271	Bucket, Clamshell	Miscellaneous 2-1/2LW	2.5 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$6.91
145	8272	Bucket, Clamshell	Miscellaneous 5LW	5.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	\$10.42
146	8273	Bucket, Clamshell	Miscellaneous 7-1/2S	7.5 CY	N/A	Does not include Clamshell & Dragline	hour	\$17.58
147	8275	Bucket, Dragline	Miscellaneous 2L	2.0 CY	N/A	Does not include Clamshell & Dragline	hour	\$3.37
148	8276	Bucket, Dragline	Miscellaneous 5L	5 CY	N/A	Does not include Clamshell & Dragline	hour	\$8.33

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	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
149	8277	Bucket, Dragline	Miscellaneous 10L	10 CY	N/A	Does not include Clamshell & Dragline	hour	\$11.38
150	8278	Bucket, Dragline	Miscellaneous 14M	14 CY	N/A	Does not include Clamshell & Dragline	hour	\$16.07
151	8280	Excavator, Hydraulic	Bobcat 331E (disc. 2006)	0.06 CY	to 40	Crawler, includes bucket	hour	\$48.97
152	8281	Excavator, Hydraulic	Komatsu PC120-6 (disc. 2008)	0.61 CY	to 89	Crawler, includes bucket	hour	\$96.16
153	8282	Excavator, Hydraulic	Hyundai R210LC-7A (disc. 2010)	1.2 CY	to 143	Crawler, includes bucket	hour	\$100.52
154	8283	Excavator, Hydraulic	Komatsu PC300 LC-7 (disc. 2007)	2.56 CY	to 246	Crawler, includes bucket	hour	\$162.85
155	8284	Excavator, Hydraulic	Deere 650D LC (disc. 2010)	4.04 CY	to 463	Crawler, includes bucket	hour	\$290.23
156	8285	Excavator, Hydraulic	Caterpillar 6015	7.8 CY	to 665	Crawler, includes bucket	hour	\$580.96
157	8286	Excavator, Hydraulic	Miscellaneous 150.1-200 MTONS	12.6 CY	to 870	Crawler, includes bucket	hour	\$848.28
158	8287	Excavator, Truck Mounted	2008 Gradall XL 3100 III (disc. 2011)	0.57 CY	to 184	Truck Mounted	hour	\$214.08
159	8288	Excavator, Truck Mounted	2003 Gradall XL 4100 III (Disc. 2011)	0.62 CY	to 238	Truck Mounted	hour	\$253.26
160	8289	Excavator, Truck Mounted	2006 Gradall XL 5100 (disc. 2006)	1.25 CY	to 230	Truck Mounted	hour	\$284.80
161	8290	Trowel, Concrete	Walk-Behind Concrete Floor Trowel	48 IN	to 12		hour	\$5.77
162	8300	Forklift	Toyota 42-6FGU25 (disc. 2000)	5,000 Lbs	to 59		hour	\$21.31
163	8301	Forklift	Mitsubishi FD55N	12,000 Lbs	to 77		hour	\$26.47
164	8302	Forklift	Komatsu FD80T-8 (disc. 2005)	18,000 Lbs	to 130		hour	\$47.48
165	8303	Forklift	Taylor TE-450M (disc. 1998)	45,000 lbs	to 215		hour	\$95.17
166	8306	Fork Lift material handler	Caterpillar TH360B (disc. 2007)	7,000 lbs	to 95		hour	\$91.61
167	8307	Fork Lift material handler	Caterpillar TH460B (disc. 2007)	9,000 Lbs	to 95		hour	\$121.27
168	8308	Fork Lift material handler	Caterpillar TH560B (disc. 2008)	10,000 lbs	to 118	10,000 Lbs	hour	\$132.64
169	8309	Fork Lift Accessory	Top Clamp Forks for handling logs, pipes, beams, etc. (attaches to forklifts)				hour	\$4.37
170	8310	Generator	Miscellaneous GAS 5,500 W	5.5 KW	to 5.5	Portable; No Enclosure	hour	\$4.86
171	8311	Generator	Miscellaneous DIESEL 17,000 W	17 KW	to 17	Portable; No Enclosure	hour	\$14.57
172	8312	Generator	Miscellaneous DIESEL 45 KW	47.5 kW	47.5	Portable; No Enclosure	hour	\$24.20
173	8313	Generator	Miscellaneous DIESEL 100 KW	100 KW	to 100	Portable; No Enclosure	hour	\$56.70
174	8314	Generator	Miscellaneous DIESEL 150 KW	150 KW	to 150	Portable; No Enclosure	hour	\$85.00
175	8315	Generator	Miscellaneous DIESEL 225 KW	210 KW	to 210	Portable; No Enclosure	hour	\$105.65
176	8316	Generator	Miscellaneous DIESEL 300 KW	280 KW	to 280	Open or Enclosed	hour	\$133.50
177	8317	Generator	Miscellaneous DIESEL 350 KW	350 KW	to 350	Open or Enclosed	hour	\$154.20
178	8317-400	Generator	Miscellaneous DIESEL 400 KW	400 KW	to 400	Open or Enclosed	hour	\$200.52
179	8318	Generator	Miscellaneous DIESEL 500 KW	500 KW	to 500	Open or Enclosed	hour	\$249.54
180	8319	Generator	Miscellaneous DIESEL 700 KW	700 KW	to 700	Open	hour	\$314.74
181	8320	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW	to 1500	Prime Output @ 60 Hz 1260 KW	hour	\$586.29
182	8321	Generator	Generator, 2,500 KW	2500 KW	to 2500		hour	\$686.16
183	8322	Generator	Miscellaneous DIESEL 1000 KW	1000 KW	to 1000	Open	hour	\$583.21
184	8323	Generator	Miscellaneous DIESEL 1500 KW	1500 KW	to 1500	Enclosed	hour	\$892.32
185	8324	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW	to 1150	Enclosed	hour	\$586.29
186	8325	Generator	Miscellaneous DIESEL 40 KW	40 KW	to 40		hour	\$28.70
187	8326	Generator	Miscellaneous DIESEL 25 KW	20 KW	to 35		hour	\$15.31
188	8327	Generator	Miscellaneous DIESEL 800 KW	800 KW	to 800	Enclosed	hour	\$363.63
189	8328	Generator	Miscellaneous DIESEL 900 KW	900 KW	to 900	Enclosed	hour	\$468.35
190	8329	Generator	Miscellaneous DIESEL 1000 KW	1000 KW	to 1000	Enclosed	hour	\$583.21
191	8330	Graders	Ingram MG690 (disc. 1999)	10 Ft	to 110	Rigid Frame equipment	hour	\$75.12
192	8331	Graders	CAT 12H (disc. 2007)	12 Ft	to 145	Articulated Frame equipment	hour	\$116.57
193	8332	Graders	CAT 160H (disc. 2007)	14 Ft	to 180	Articulated Frame equipment	hour	\$164.35
194	8334	Graders	CAT 140	168 x 24 x 0.9 ft	to 250	Articulated Frame equipment	hour	\$167.74
195	8350	Hose, Discharge	Miscellaneous DH-3/25	3 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.15
196	8351	Hose, Discharge	Miscellaneous DH-4/25	4 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.23
197	8352	Hose, Discharge	Miscellaneous DH-6/25	6 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.60
198	8353	Hose, Discharge	Discharge Hose, 8-IN	8 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.66
199	8354	Hose, Discharge	Discharge Hose, 12-IN	12 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.97
200	8355	Hose, Discharge	Discharge Hose, 16-IN	16 In Discharge Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.80
201	8356	Hose, Suction	Suction Hose - SH-3/25	3 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.28
202	8357	Hose, Suction	Miscellaneous SH-4/25	4 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$0.32
203	8358	Hose, Suction	Miscellaneous SH-6/25	6 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.11
204	8359	Hose, Suction	Suction Hose, 8-IN	8 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.18

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205	8360	Hose, Suction	Suction Hose, 12-IN	12 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$1.82
206	8361	Hose, Suction	Suction Hose, 16-IN	16 In Diameter	N/A	Per 25 foot length Includes couplings	hour	\$3.48
207	8380	Loader, Crawler	ASV PT-30 (disc. 2010)	1600 lb Tipping Load	to 33.7	Compact Track Loader	hour	\$43.49
208	8381	Loader, Crawler	Bobcat T190 (disc. 2013)	14.0 CF	to 66	Compact Track Loader	hour	\$62.21
209	8382	Loader, Crawler	Deere 605C (disc. 2020)	1.7 cu yd	to 99	Standard Crawler Loader, includes bucket	hour	\$69.08
210	8383	Loader, Crawler	Caterpillar 963C (disc. 2007)	3.2 cu yd	to 158	Standard Crawler Loader, includes bucket	hour	\$170.79
211	8384	Loader, Crawler	Caterpillar 973C (disc. 2010)	4.19 cu yd	to 239	Standard Crawler Loader, includes bucket	hour	\$208.16
212	8390	Loader, Wheel	Gehl 280 (disc. 2009)	0.7 cu yd	to 39	Non-Articulated Wheel Loader	hour	\$37.31
213	8391	Loader, Wheel	Gehl AWS36 (disc. 2012)	1.0 cu yd	to 60	Non-Articulated Wheel Loader	hour	\$59.65
214	8392	Loader, Wheel	Caterpillar 914G (disc. 2014)	1.7 cu yd	to 95	Articulated Wheel Loader	hour	\$67.54
215	8393	Loader, Wheel	New Holland W110B TC - 4WD	2.1 cu yd	to 123	Articulated Wheel Loader	hour	\$76.62
216	8394	Loader, Wheel	Deere 644K - 4WD (disc. 2019)	4.2 cu yd	to 229	Articulated Wheel Loader	hour	\$95.09
217	8395	Loader, Wheel	Case 921C - 4WD (disc. 2008)	5.0 cu yd	to 248	Articulated Wheel Loader	hour	\$109.99
218	8396	Loader, Wheel	CAT 972H (Disc. 2012) - 4WDs	6.0 cu yd	to 287	Articulated Wheel Loader	hour	\$118.50
219	8397	Loader, Wheel	Komatsu WA500-6 (disc. 2012)	7.3 cu yd	to 353	Articulated Wheel Loader	hour	\$148.26
220	8398	Loader, Wheel	Komatsu WA600-6 (disc. 2019); 4WD	8.4 cu yd	to 502	Articulated Wheel Loader	hour	\$211.41
221	8399	Tractor, Wheel	John Deere 6605 (disc. 2005)	100 IN.	to 95	Does not include mower attachment. Add \$5.24/Hour for flail Industrial towed mower	hour	\$53.37
222	8400	Tractor, Wheel	New Holland T6030 (disc. 2012)		to 115	Bucket attachment not included in rate	hour	\$71.05
223	8401	Loader, Tractor, Wheel	Case 580 SUPER L (disc. 2000)	0.87 CY	to 80	Includes backhoe	hour	\$62.62
224	8410	Mixer, Concrete Portable	CMG-4S - Portable Tilt Drum Concrete Mixer	4.0 cu ft	to 5	Side Dump	hour	\$2.78
225	8411	Mixer, Concrete Portable	CMG-12E - Portable Tilt Drum Concrete Mixer	12.0 cu ft	to 2	Electric Powered, Side Dump	hour	\$3.72
226	8412	Mixer, Concrete, Trailer Mntd	NTD-11E - Portable Trailer Mounted Concrete Mixer	11.0 cu ft	to 10	Electric Powered, Side Dump	hour	\$9.89
227	8413	Mixer, Concrete, Trailer Mntd	NTD-16G - Portable Trailer Mounted Concrete Mixer	16.0 cu ft	to 25	Gas Powered, Trailer Mounted	hour	\$20.42
228	8414	Truck, Concrete Mixer	XCMG G10NX1	13.1 cu yd	to 331.2	Self-Propelled (Diesel)	hour	\$82.58
229	8419	Breaker, Pavement Hand-held	Miscellaneous STANDARD 25-30 LBS	80 - 90 Lbs	N/A	Air powered, add compressor	hour	\$0.98
230	8420	Breaker, Pavement	Arrow Master 1350		to 80	Self-Propelled (Diesel)	hour	\$61.22
231	8421	Vibrator, Concrete	2-7/21	2.5 in head, 16 ft shaft	to 2	Electric Powered	hour	\$1.39
232	8423	Spreader, Chip	Etnyre Chip Spreader	2.8 CY	to 210		hour	\$94.46
233	8424	Spreader, Chip	Bearcat 2002	3.8 CY	to 210		hour	\$129.98
234	8425	Spreader, Chip, Mounted	8-CONVEYOR - Chip Spreaders for Tail Gate Mounting	8 Ft	to 6	Trailer & truck mounted.	hour	\$4.47
235	8430	Paver, Asphalt, Towed	Layton F-525	96-144 in screed width	to 7	Does not include towing vehicle	hour	\$13.55
236	8431	Paver, Asphalt	BOMAG BF223C Specs (disc. 2008)	98.88 cu ft	to 51	Maximum Paving Width 157.48 in	hour	\$146.53
237	8432	Paver, Asphalt	BOMAG BF815 (disc. 2010)	8.0 Tons	to 85	96-144 in screed width, 6 in depth	hour	\$225.42
238	8433	Paver, Asphalt	Caterpillar AP655F	250.0 Tons	to 175	Up to 210.0 ft/min paving speed	hour	\$331.93
239	8434	Paver, Asphalt	Cedarapids CR452 (disc. 2020)	14.0 Tons, 219.0 CF	to 220	Up to 290.0 ft/min paving speed	hour	\$337.67
240	8436	Pickup, Asphalt	Cedarapids CR-MS-4 (disc. 2020)		to 113	Does not include towing vehicle	hour	\$143.46
241	8437	Pickup, Asphalt	Cedarapids CR MS-2		to 113	Does not include towing vehicle	hour	\$204.01
242	8438	Pickup, Asphalt	Blaw Knox MC330 (disc. 2007)		to 184		hour	\$320.54
243	8439	Pickup, Asphalt	Roadtec MTV-1000C		to 275	material transfer vehicle	hour	\$505.25
244	8440	Striper, Self Propelled	SELF-PROP 40	40 Gal	to 22		hour	\$16.10
245	8441	Striper, Self Propelled	SELF-PROP 90	90 Gal	to 60		hour	\$24.54
246	8442	Striper, Self Propelled	Miscellaneous SELF-PROP 120	120 Gal	to 122		hour	\$47.99
247	8445	Striper, Truck Mounted	TRKMNT - Truck Mounted	120 Gal	to 460		hour	\$92.74
248	8446	Striper, Walk-behind	WB SINGLE LINE	12 Gal	to 5	Single Line	hour	\$2.93
249	8447	Paver Accessory - Belt Extension	Miscellaneous 30 X 60'	30" x 60'	to 20	Electric Powered	hour	\$28.84
250	8450	Plow, Snow, Mounted Grader	VP-10 - Grader Snow Removal Equipment	126 in (10.5-FT)	N/A	Add 8331 Grader	hour	\$15.31
251	8451	Plow, Snow, Mounted Grader	SW-14 - Grader Snow Removal Equipment	168 in (14-FT)	N/A	Add 8332 Grader	hour	\$17.70
252	8452	Plow, Truck Mounted	One Way Plow	13 Ft	N/A	Add 8722 truck	hour	\$14.80
253	8453	Plow, Truck Mounted	V-Plow R11 Leveling Wing	11 Ft	N/A	With leveling wing, add 8722 truck	hour	\$25.89
254	8455	Spreader, Sand	TAILGATE	Tailgate, Chassis mounted	PTO	Truck not included	hour	\$5.02
255	8456	Spreader, Sand	DUMP BODY	Dump Body mounted	PTO	Truck not included	hour	\$8.10
256	8457	Spreader, Sand	TRUCK MNT	Truck Mounted, (10yd)	N/A	Truck not included	hour	\$11.05
257	8458	Spreader, Chemical	Miscellaneous 5 Spreader	5.0 cu yd	to 4	Trailer & truck mounted	hour	\$5.60

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258	8465	Pump, Trash Pump	Miscellaneous 6 DIESEL	6 In Pump	to 70	Self Priming, 90000 gph, add hoses	hour	\$60.83
259	8466	Pump, Trash Pump	Miscellaneous 4 DIESEL	4 In Pump	to 60	Self Priming, 44000 gph, add hoses	hour	\$37.26
260	8467	Pump, Trash Pump	Miscellaneous 4 DIESEL	4 In Pump	to 20	Self Priming, 33000 gph, add hoses	hour	\$20.74
261	8468	Pump, Trash Pump	Miscellaneous 3 DIESEL	3 In Pump	to 15	Self Priming, 18000 gph, add hoses	hour	\$13.62
262	8469	Pump, Trash Pump	Miscellaneous 2 DIESEL	2 In Pump	to 7	Self Priming, 10000 gph, add hoses	hour	\$11.72
263	8470	Pump, Lightweight Centrifugal	6M Alum./PORT.	1.5 In pump	to 4	6500 gph, add hoses	hour	\$5.19
264	8471	Pump, Lightweight Centrifugal	8M Alum./PORT.	2 In Pump	to 5	10000 gph, add hoses	hour	\$5.52
265	8472	Pump, Lightweight Centrifugal	18M ALUM./PORT.	3 In Pump	to 8	6,500 gph, add hoses	hour	\$6.91
266	8473	Pump, Heavy Duty Centrifugal	20M GASOLINE ELECTRIC START	3 In Pump	to 18	20000 gph, add hoses	hour	\$10.08
267	8474	Pump, Electric Submersible	Miscellaneous 4 Three Phase 25 HP	4 In Pump	to 25	50.0 ft cable length, add hoses	hour	\$10.99
268	8475	Pump, Electric Submersible	Miscellaneous 6 Three Phase 35 HP	6 In Pump	to 35	50.0 ft cable length, add hoses	hour	\$12.59
269	8476	Pump, Centrifugal	40M GASOLINE ELECTRIC START	4 In Pump	to 60	40,000 gph, add hoses	hour	\$26.55
270	8477	Pump, Centrifugal	90M GASOLINE ELECTRIC START Pump	6 In Pump	to 85	90,000 gph, add hoses	hour	\$36.73
271	8478	Pump, Centrifugal	350M DIESEL ELECTRIC START Pump	12 In Pump	to 90	350,000 gph, add hoses	hour	\$42.28
272	8479	Pump			to 200		hour	\$62.93
273	8480	Pump			to 275		hour	\$84.66
274	8481	Pump			to 350		hour	\$101.18
275	8482	Pump			to 425		hour	\$122.68
276	8483	Pump			to 500		hour	\$145.23
277	8484	Pump			to 575		hour	\$169.17
278	8485	Pump			to 650		hour	\$191.90
279	8486	Aerial Lift, Truck Mounted	BB150 - Telescopic Boom Aerial Lift	41 Ft	N/A	Platform Cap.: 670 lbs. Add this to a truck for total lift and truck rate	hour	\$10.82
280	8487	Aerial Lift, Truck Mounted	BB180 - Telescopic Boom Aerial Lift	61 Ft	N/A	Platform Cap.: 700 lbs. Add this to a truck for total lift and truck rate	hour	\$23.90
281	8488	Aerial Lift, Truck Mounted	BB1100 - Articulating Boom Aerial Lift	81 Ft	N/A	Platform Cap.: 600 lbs. Add this to a truck for total lift and truck rate	hour	\$39.62
282	8489	Aerial Lift, Truck Mounted	BB1101 - Articulating Boom Aerial Lift	101 Ft	N/A	Platform Cap.: 700 lbs. Add this to a truck for total lift and truck rate	hour	\$64.86
283	8490	Aerial Lift, Self Propelled	JLG 40IC (disc. 2000)	40 Ft	to 22	Platform Cap.: 500 lbs.	hour	\$62.39
284	8491	Aerial Lift, Self Propelled	Niftylift SD50	60 Ft. Ht.	to 21.6	Articulating, Platform Cap.: 500 lbs.	hour	\$72.67
285	8492	Aerial Lift, Self Propelled	S9070RT-HC	70 Ft. Ht.	to 24.9	Scissor Lift, Platform Cap.: 2000 lbs.	hour	\$116.14
286	8493	Aerial Lift, Self Propelled	JLG 1250AJP	125 Ft. Ht.	to 75	Articulating, Platform Cap.: 500 lbs.	hour	\$171.37
287	8494	Aerial Lift, Self Propelled	JLG 1500AJP	150 Ft. Ht.	to 99.8	Articulating, Platform Cap.: 1000 lbs.	hour	\$189.70
288	8495	I.C. Aerial Lift, Self-Propelled	Miscellaneous BB1-40	75"x155", 40Ft Ht.	to 80	Scissor Lift	hour	\$80.28
289	8496	Crane, Truck Mounted	JLG 1000BT	20,000 LBS	N/A	55.0 ft boom length	hour	\$39.32
290	8497	Crane, Truck Mounted	JLG 1700A	36,000 LBS	N/A	75.0 ft boom length	hour	\$55.94
291	8498	Crane, Truck Mounted	Manitex - 30100C	60,000 LBS	N/A	100.0 ft boom length	hour	\$85.13
292	8499	Trash Pump	Miscellaneous 3 DIESEL	3 In Pump	to 15	Self Priming, 25000 gph, add hoses	hour	\$13.68
293	8500	Crane, Yard	Shuttlelift 3330FL	17000 lbs/8.5 tons	to 70	30.2 ft boom length	hour	\$177.29
294	8501	Crane, Rough Terrain	Broderon RT-300-2C	29983 lbs/15 tons	to 155	60 ft boom length	hour	\$316.63
295	8502	Crane, All Terrain	Grove GMK2035E	69886 lbs/34.9 tons	to 157	95 ft boom length	hour	\$255.54
296	8503	Crane, All Terrain	Grove GMK3055	119931 lbs/60 tons	to 240	141 ft boom length	hour	\$290.08
297	8504	Crane, Crawler Mounted Lattice Boom	American HC-125 (disc. 2004)	250004 lbs/125 tons	to 245	300 ft boom length	hour	\$348.24
298	8510	Saw, Concrete	Miscellaneous 4.6-14MC	14 In	to 14	4.625 in max cut depth	hour	\$11.89
299	8511	Saw, Concrete	Miscellaneous 10-26SPC	26 In	to 25	10.625 in max cut depth	hour	\$19.74
300	8512	Saw, Concrete	Miscellaneous 20-48SPC	48 In	to 65	20.75 in max cut depth	hour	\$42.16
301	8513	Chain Trencher, Wheel Mounted	Vermeer V8550A (disc. 2008)	60 in depth	to 83		hour	\$108.77
302	8514	Chain Trencher, Wheel Mounted	Vermeer V120	60 in depth	to 107		hour	\$300.82
303	8517	Jackhammer (dry)	Miscellaneous 25DRY	25 lbs	Air	Add air compressor and hoses	hour	\$1.40
304	8518	Jackhammer (wet)	Miscellaneous 30WET	30 lbs	Air	Add air compressor and hoses	hour	\$1.60
305	8521	Scraper	CAT 611 (Disc. 2004)	15 cu yd heaped	to 262.2		hour	\$239.81
306	8522	Scraper	621G (disc. 2010)	22 cu yd heaped	to 365		hour	\$342.28
307	8523	Scraper	631G (disc. 2010)	34 cu yd heaped	to 500		hour	\$573.69
308	8524	Scraper	Caterpillar 651E (Disc.2006)	44 cu yd heaped	to 604		hour	\$653.53
309	8540	Loader, Skid Steer	Bobcat S70	5.8 cu yd	to 23.5		hour	\$37.32
310	8541	Loader, Skid Steer	Bobcat S205	14 cu yd	to 66		hour	\$53.24

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
311	8542	Loader, Skid Steer	Bobcat S300 (disc. 2011)	15.4 cu yd	to 81		hour	\$78.88
312	8549	Snow Plower, Salt Spreader	Towed Salt Spreader/Snow Plower	26 ft X 8 ft	0		hour	\$21.00
313	8550	Snow Blower, Truck Mounted	Miscellaneous Mechanical	60 in Cutting Width	to 30		hour	\$31.25
314	8551	Snow Blower, Truck Mounted	Miscellaneous 1400 - Rotary Snow Blowers	99.375 in Cutting Width	to 200		hour	\$106.21
5	8552	Snow Blower, Truck Mounted	Miscellaneous 2000 - Rotary Snow Blowers	102 in Cutting Width	to 340		hour	\$166.14
316	8553	Snow Blower, Truck Mounted	Miscellaneous 2400 - Rotary Snow Blowers	102 in Cutting Width	to 400		hour	\$184.14
317	8558	Snow Thrower, Walk Behind	Toro Power Max® 826 OE (37780)	40 ft throwing distance	to 5		hour	\$3.68
318	8559	Snow Thrower, Walk Behind	Toro 74523 MultiForce 60-in Blower		to 25	60-IN capable mower with 48-IN snow blower attachment	hour	\$17.93
319	8559-1	SnowBroom	Oshkosh Snow Broom		to 450-500		hour	\$224.84
320	8560	Snow Blower, Self Propelled	Miscellaneous 2000	2000 ft per minute	to 400	102 in cutting width	hour	\$220.59
321	8561	Snow Blower, Self Propelled	Miscellaneous 2500	2500 ft per minute	to 500	120 in cutting width	hour	\$249.87
322	8561-1	Snow Blower	MTE Snow Mauler		to 428		hour	\$317.70
323	8561-2	Snow Blower	Vammas PSB 4500MTE		to 420		hour	\$325.04
324	8562	Snow Blower	Miscellaneous 3500	3500 ft per minute	to 600	96.0 in cutting width	hour	\$287.00
325	8563	The Vammas 4500	Snow Remover		to 428		hour	\$322.15
326	8564	The Vammas 5500	RM300		to 350		hour	\$262.68
327	8565	Oshkosh Pavement Sweeper	H-Series		to 420		hour	\$283.74
328	8569	Dust Control De-ice Unit	Hydro Pump with 100-ft of 1/2-in hose				hour	\$4.39
329	8570	Loader-Backhoe, Wheel	Kubota L39 Backhoe (disc. 2012)	0.5 CY Loader bucket	to 30.5		hour	\$49.41
330	8571	Loader-Backhoe, Wheel	CASE 580M	1.0 CY Loader bucket	to 80		hour	\$58.73
331	8572	Loader-Backhoe, Wheel	CAT 420F (Disc. 2017)	1.2 CY Loader bucket	to 93		hour	\$91.69
332	8573	Loader-Backhoe, Wheel	CAT 430E IT	1.31 CY Loader bucket	to 102		hour	\$98.35
333	8580	Distributor, Asphalt	Miscellaneous 550 GAL	550 gal	to 16		hour	\$16.58
334	8581	Distributor, Asphalt	Miscellaneous 1000G	1000-gal	to 38		hour	\$26.88
335	8582	Distributor, Asphalt	Miscellaneous 4000G	4000-gal		Power Takeoff	hour	\$34.66
336	8583	Distributor					hour	\$53.99
337	8584	Distributor	Etnyre Chip Spreader	13-FT	to 210		hour	\$94.46
338	8590	Trailer, Rear Dump	Miscellaneous STANDARD 24 20	20.0 cu yd 24.0 t	N/A		hour	\$10.17
339	8591	Trailer, Rear Dump	Cap.: 30 cy; Deck Length: 16-ft to 18-ft; Deck: Level		N/A		hour	\$16.57
340	8600	Trailer, Equipment	Miscellaneous LEVEL 2 30	30 ton	N/A		hour	\$15.22
341	8601	Trailer, Equipment	Miscellaneous DROP 2 40	40 ton	N/A		hour	\$17.10
342	8602	Trailer, Equipment	Miscellaneous DROP 3 60	60 ton	N/A		hour	\$21.59
343	8603	Trailer, Equipment	Miscellaneous FLUSH 4 120	120 ton	N/A		hour	\$33.82
344	8610	Trailer, Water	Miscellaneous 1200 4000	4000 gallon	N/A		hour	\$14.91
345	8611	Trailer, Water	Miscellaneous 1200 6000	6000 gallon	N/A		hour	\$18.49
346	8612	Trailer, Water	Miscellaneous 1500 10000	10000 gallon	N/A		hour	\$21.95
347	8613	Trailer, Water	Miscellaneous 1500 14000	14000 gallon	N/A		hour	\$27.87
348	8614	Truck - Water Tanker	Miscellaneous GAS 4X2 1500	1500 gallon	175		hour	\$40.76
349	8620	Trailer Mounted Brush Chippers	Chipping Capacity: 25-IN HP 600	25-IN	to 600		hour	\$197.31
350	8621	Tub Grinder	Morbark 223	Chipping Capacity: 23-IN	to 630		hour	\$180.37
351	8622	Tub Grinder	Morbark 40/36 Tub Grinder	Chipping Capacity: 24-IN	800 to 850		hour	\$266.91
352	8623	Tub Grinder	Morbark 50/48X Tub Grinder	Chipping Capacity: 28-IN	to 1050		hour	\$355.20
353	8627	Horizontal Grinder	Vermeer HG6000 Horizontal Grinder		to 630		hour	\$73.25
354	8628	Stump Grinder	Vermeer SC852		to 74		hour	\$60.21
355	8629	Stump Grinder	24-in Grinding Wheel		to 110		hour	\$57.38
356	8630	Sprayer, Seed	Reinco HG-5-HA, Trailer Mounted		to 20		hour	\$13.34
357	8631	Sprayer, Seed	Reinco HG-10GXA2, Trailer Mounted		to 35	Single Drum	hour	\$20.39
358	8632	Sprayer, Seed	Reinco HG-30GX, Truck Mounted		to 115		hour	\$40.10
359	8633	Mulcher, Trailer Mntd	Finn B70		to 33.5		hour	\$24.71
360	8634	Mulcher, Trailer Mntd	Reinco M65		to 54	11-Wheels (Towed)	hour	\$40.84
361	8635	Mulcher, Trailer Mntd	Reinco M90		to 115		hour	\$59.32
362	8636	Scraper	Wirtgen WR2400		to 563		hour	\$628.18
363	8637	Trailer (Off Highway Bottom Dump)	Load King 2842	28.0 cu yd	N/A		hour	\$26.29
364	8638	Rake	Barber Beach Sand Rake 600HD		0		hour	\$19.55
365	8639	Chipper	Wildcat 626 Cougar		0		hour	\$43.84

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
366	8640	Trailer, Office	Miscellaneous 8X24		0		hour	\$1.98
367	8641	Trailer, Office	Miscellaneous 8X32		0		hour	\$2.44
368	8642	Trailer, Office	Miscellaneous 10X32		0		hour	\$3.40
369	8643	Trailer			0		hour	\$48.17
	8644	Trailer, Covered Utility Trailer	7-ft x 16-ft		0		hour	\$7.29
371	8645	Trailer, Dodge Ram	12 Station Portable Shower Trailer		to 101		hour	\$37.58
372	8646	Trailer, Dodge			to 200		hour	\$35.44
373		Trencher	Seaman-Parsons T20		to 20		hour	\$50.19
374	8651	Trencher	Seaman-Parsons T500		to 58		hour	\$79.20
375	8652	Trencher/Ditcher	New Holland B115B (disc. 2012)	1.5CY	to 108		hour	\$76.79
376	8653	Trencher/Ditcher	New Holland T8.330 (disc. 2014)		to 284		hour	\$167.77
377	8654	Trencher Accessories					hour	\$2.43
378		Plow, Cable	Case MAXI-SNEAKER C (disc. 2003)	24-in	to 33.5		hour	\$21.68
379	8661	Plow, Cable	Seaman-Parsons DP-60	18-in	to 82		hour	\$58.43
80	8662	Plow, Cable	Seaman-Parsons DP-100	42-in	to 110		hour	\$68.83
381	8670	Derrick, Hydraulic Digger	Miscellaneous 60/12- Hydraulic Digger Derricks		to 275		hour	\$27.14
382	8671	Derrick, Hydraulic Digger	Miscellaneous 990/14 - Hydraulic Digger Derricks		to 310		hour	\$48.77
383	8672	Movax SP-60	28-32 ton Head		to 178		hour	\$135.30
384	8680-1	Truck, Concrete Mixer	Mixer Capacity = 13 cy	13-CY	to 285		hour	\$73.66
385	8680	Truck, Fire Aerial Platform	112Ft Ladder	3000gpm/1000 gal Water or Foam	to 600		hour	\$104.96
386	8681	Truck, Fire, Engine Type-1	1000GPM/300gal Engine, with Pump & Roll		to 420		hour	\$173.47
387	8682	Truck, Fire, Engine Type-2	500GPM/300gal Engine, with Pump & Roll		to 184		hour	\$163.55
388	8683	Truck, Fire, Ladder(48ft)(Type-III)	150gpm/500gal Hose 1-1/2"D 500' Long		to 238		hour	\$147.82
389	8684	Truck, Fire	100-ft Ladder		to 230	1500gpm Monitor/nozzle	hour	\$220.55
390	8685	Truck, Fire, Ladder(48ft)(Type-I)	1000gpm/400gal, 500gpm Master Stream Hose 2-1/2"D 1200' Long		to 12		hour	\$190.81
391	8686	Truck, Fire, Ladder(48ft)(Type-II)	500gpm/300gal, Hose 2-1/2"D 1000' Long		to 60		hour	\$162.93
392	8687	Truck, Fire, Support Water Tender S1	300GPM/4000+gal S1 Water Tender		to 90		hour	\$141.87
393	8688	Truck, Fire, Support Water Tender S2	200GPM/2500+gal S2 Water Tender		to 140		hour	\$128.24
394	8689	Truck, Fire, Support Water Tender S3	200GPM/1000+gal S3 Water Tender		to 215		hour	\$97.88
395	8690	Truck, Fire			to 95		hour	\$87.14
396	8691	Truck, Fire			to 95		hour	\$92.40
397	8692	Truck, Fire			to 118		hour	\$100.49
398	8693	Truck, Fire			to 10		hour	\$104.13
399	8694	Truck, Fire Ladder			to 160		hour	\$149.92
400	8695	Truck, Fire Ladder			to 240		hour	\$181.43
401	8696	Truck, Fire			to 311		hour	\$119.39
402	8697	Truck, Fire, Tactical Water Tender T1	250GPM/2000+gal		to 400		hour	\$148.07
403	8698	Truck, Fire, Tactical Water Tender T2	250GPM/1000+gal		to 500		hour	\$127.21
404	8699	Truck, Fire, Engine Type-3	150GPM/500gal Engine, with Pump & Roll		to 610		hour	\$156.74
405	8700	Truck, Flatbed	Miscellaneous 4X2 15KGVW DSL		to 200		hour	\$32.35
406	8701	Truck, Flatbed	Miscellaneous 4X2 25KGVW GAS		to 275		hour	\$47.12
407	8701-1	Truck, Flatbed	Miscellaneous 4X2 25KGVW DSL		to 200		hour	\$35.58
408	8702	Truck, Flatbed	Miscellaneous 4X2 30KGVW DSL		to 217		hour	\$40.30
409	8703	Truck, Flatbed	Miscellaneous 6X4 45KGVW DSL		to 380		hour	\$68.31
410	8708	Trailer, semi	48ft spread axle flatbed		NA		hour	\$10.74
411	8709	Trailer, semi	Enclosed 48ft, 2 axle trailer		NA		hour	\$12.17
412	8710	Trailer, semi			0		hour	\$12.40
413	8711	Flat bed utility trailer	Non-Tilt Deck Utility Trailers - TOW 2 1 6		NA		hour	\$2.87
414	8711-1	Sewer Camera Inspection Truck					hour	\$17.11
415	8711-2	Sewer Camera Inspection Truck	Aries Pathfinder System Control Center, Work Station		N/A		hour	\$104.82
416	8712	Cleaner, Sewer/Catch Basin	Miscellaneous 5-P - Sewer/Catch Basin Cleaner For Truck Mounting	4 in Discharge Diameter		Power Takeoff	hour	\$20.62

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
417	8713	Cleaner, Sewer/Catch Basin	Miscellaneous 14-P - Sewer/Catch Basin Cleaner For Truck Mounting	6 In Discharge Diameter		Power Takeoff	hour	\$27.42
418	8714	Combined Sewer Cleaning	Vacuum Truck 800 Gal Spoils/400 Gal Water		to 74		hour	\$32.81
419	8714-H	Combined Sewer Cleaning (Accessory Hoses)	Miscellaneous SH-4/25	4-IN	N/A	50-FT of 4-IN hoses @\$0.60/Hour for Vac Truck	hour	\$0.32
420	8714-1	Vector Combine Vacuum Truck		15 Cu Yd	N/A		hour	\$107.72
421	8714-2	Combined Sewer Cleaning		1500 gal Water	N/A		hour	\$109.97
422	8714-3	Combined Sewer Cleaning		500-1500 gals	N/A		hour	\$97.76
423	8715	Truck, Hydro Vac	500-gal debris tank;		N/A		hour	\$22.92
424	8716	Leaf Vac			N/A		hour	\$65.58
425	8717	Truck, Vacuum			N/A		hour	\$95.06
426	8718	Combined Sewer Cleaning		500-1500 gals	to 370		hour	\$97.76
427	8719	Litter Picker	Miscellaneous TRAC MOUNT ENG DRIV	Broom Length 72.0 in	to 18		hour	\$8.38
428	8720	Truck, Dump	Miscellaneous 4X4 8YD 30KGVW DSL	7-CY	to 217		hour	\$55.98
429	8721	Truck, Dump	Miscellaneous 6X4 10YD 40KGVW	8-10-CY	to 315		hour	\$74.83
430	8722	Truck, Dump	Miscellaneous 6X4 12YD 50KGVW	12-CY	to 400		hour	\$94.94
431	8723	Truck, Dump		14-CY	to 400		hour	\$96.03
432	8724	Truck, Dump, Off Highway	Bell B40E (articulated)	24-CY	to 436		hour	\$174.29
433	8725	Truck, Dump	Miscellaneous 8X4 18YD 85KGVW	18 CY	to 400		Hour	\$117.13
434	8730	Truck, Garbage			to 255		Hour	\$61.69
435	8731	Truck, Garbage			to 325		Hour	\$70.70
436	8733	E=BAM Services			N/A		Hour	\$3.80
437	8734	Attenuator, Safety	Miscellaneous ALUMINUM-2		N/A		Hour	\$5.19
438	8735	Truck, Attenuator			N/A		Hour	\$4.82
439	8736	Truck, Tow	Freightliner M2 106 4x2 Diesel (disc. 2015)	GW 26000 lbs	to 175		Hour	\$54.63
440	8744	Van, Custom			to 350		Hour	\$22.74
441	8745	Van, step	Freightliner 4500 Sprinter 4x2 Diesel (2021)		to 300		Hour	\$35.60
442	8746	Van-up to 15 passenger	GMC Savana Passenger Van (disc. 2010)		225-300		Hour	\$35.19
443	8747	Van-up to 15 passenger	GMC Savana 3500 LS Passenger Van (disc. 2020)		to 265		Hour	\$40.50
444	8748	Van-cargo	Chevrolet City Express Cargo Van (disc. 2018)		225-300		Hour	\$26.01
445	8749	Van-cargo	Chevrolet Express Cargo Van (2022)				Hour	\$32.64
446	8750	Vehicle, Small			to 30		Hour	\$7.94
447	8753	Vehicle, Recreational			to 10		Hour	\$3.56
448	8754	Motor Coach	GVW=50534, 56 Passenger + 1-Driver		to 430		Hour	\$79.22
449	8755	Golf Cart			0		Hour	\$4.71
450	8761	Vibrator, Concrete	Miscellaneous 2-7/21 - Motor-in-Head		to 2		Hour	\$1.47
451	8770	Welder, Portable	Miscellaneous GAS 180 DC-CC		to 13		Hour	\$5.43
452	8771	Welder, Portable	Miscellaneous DIESEL 300 DC-CC		to 33		Hour	\$11.28
453	8772	Welder, Portable	Miscellaneous GAS 350 DC-CC/CV		to 52		Hour	\$19.07
454	8773	Welder, Portable	Miscellaneous DIESEL 600 DC-CC/CV DU-OP		to 42		Hour	\$15.41
455	8780	Truck, Water	Miscellaneous DSL 4X2 2500		to 150		Hour	\$37.65
456	8781	Truck, Water	Miscellaneous BB2 DSL 6X4 4000 (disc. 1994)		to 250		Hour	\$61.16
457	8789	Truck, Tractor	On-Highway Truck Tractors 45,001 - 60,000 GVW		to 400		Hour	\$87.02
458	8790	Truck, Tractor	On-Highway Truck Tractor - 4X2 25KGVW GAS		to 295		Hour	\$57.92
459	8791	Truck, Tractor	On-Highway Truck Tractor - 4X2 35KGVW DSL		to 329		Hour	\$70.72
460	8792	Truck, Tractor	On-Highway Truck Tractor - 6X4 45KGVW DSL		to 380		Hour	\$81.91
461	8793	Truck	Ford F-450 Cutaway Truck (disc. 2018)		to 390		Hour	\$80.27
462	8794	Truck, Freight	Dodge Ram Chassis 5500		to 275		Hour	\$28.84
463	8795	Truck, backhoe carrier	Miscellaneous 4X2 25KGVW DSL		to 380		Hour	\$35.58
464	8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7				Hour	\$38.94
465	8797	Truck, freight	M2-106 4x2 Diesel (disc. 2015)		to 250		Hour	\$54.63
466	8798	Truck	Miscellaneous 4X2 30KGVW DSL		to 300		Hour	\$40.30
467	8799	Truck	Miscellaneous 6X4 43KGVW DSL				Hour	\$50.95
468	8800	Truck, Pickup				GSA 2023 Mileage Rate	Mile	\$0.66

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
469	8801	Truck, Pickup	Miscellaneous 4X2 1/2 160 CONV DSL	160	to 160		Hour	\$16.68
470	8802	Truck, Pickup	4X2 1 195 CONV DSL	195	to 195		Hour	\$19.91
471	8803	Truck, Pickup	4X2 1 1/4 360 CONV DSL	360	to 360		Hour	\$33.03
472	8804	Truck, Pickup	4X2 1 1/2 300 CONV DIESEL	310	to 310		Hour	\$29.56
473	8805	Truck, Pickup	Miscellaneous 4X2 1 3/4 360 CONV DSL	360	to 360		Hour	\$34.09
474	8806	Truck, Pickup	Miscellaneous 4X2 3/4 160 CONV DSL	160	to 160		Hour	\$17.00
475	8807	Truck, Pickup	Miscellaneous 4X4 3/4 285 CREW GAS	285	to 285		Hour	\$27.78
476	8808	Truck, Pickup	4X4 1 340 CREW DSL	340	to 340		Hour	\$31.81
477	8809	Truck, Pickup	4X4 1 1/4 360 CREW GAS	360	to 360		Hour	\$35.45
478	8810	Truck, Pickup	4X4 1 1/2 362 CREW GAS	362	to 362		Hour	\$35.87
479	8811	Truck, Pickup	4X4 1 3/4 362 CREW GAS	362	to 362		Hour	\$36.62
480	8820	Skidder accessory			N/A		Hour	\$2.17
481	8821	Forklift, accessory			N/A		Hour	\$1.93
482	8822	Truck, Loader	BARKO 495ML Magnum		0		Hour	\$68.93
483	8823	Chipper- Wood Recycler	Bandit 2400XP		to 645		Hour	\$243.59
484	8824	Skidder	Caterpillar 525B (disc. 2006)	160	to 160		Hour	\$122.04
485	8825	Skidder	Caterpillar 525C (disc. 2014)	182	to 182		Hour	\$143.95
486	8840	Truck, service			215-225		Hour	\$49.80
487	8841	Truck, fuel	Miscellaneous BB2 Gas 4X2 2000		to 200		Hour	\$38.94
488	8842	Mobile Command Trailer			0		Hour	\$18.25
489	8843	Mobile Response Trailer			0		Hour	\$17.19
490	8844	Mobile Command Center	40-ft long; GVWR: 56000 lbs; 20 kw generator		to 400		Hour	\$106.68
491	8845	Mobile Command Post Vehicle	22-ft long;		to 340		Hour	\$39.09
492	8846	Mobile Command Post Vehicle	25'6" long; GVWR 19500 lbs; Duramax Diesel		to 325		Hour	\$25.19
493	8847	Mobile Command Center (Trailer)	42" long				Hour	\$39.27
494	8848	Mobile Command Center (Trailer)					Hour	\$62.81
495	8849	Mobile Command Center			to 280	Generator Rate not included	Hour	\$68.61
496	8850	Mobile Command Center	GVWR: 22500 lbs; Diesel		to 260		Hour	\$58.38
497	8851	Mobile Command Van	Sprinter; GVWR: 11030		to 230	Communication Equipment	Hour	\$53.01
498	8852	Mobile Command Center			to 410		Hour	\$84.30
499	8853	Mobile Command Center			to 410		Hour	\$56.86
500	8854	Mobile Command Vehicle	GVWR: 54600 lbs		to 450		Hour	\$122.47
501	8870	Light Tower	Miscellaneous HEAVY DUTY-14	30-FT	to 13.5		Hour	\$9.65
502	8871	Light Tower	Miscellaneous LIGHT DUTY-7-1/2	20-FT	to 7.5		Hour	\$5.70
503	8872	Sand Bagger Machine			2-4.5		Hour	\$61.23
504	8900	Helicopter			to 420		Hour	\$578.64
505	8901	Helicopter			to 420		Hour	\$605.89
506	8902	Helicopter	Jet Range III-Helicopter		to 650	Jet Range III-Helicopter	Hour	\$712.45
507	8903	Helicopter	Long Ranger		to 650	Long Ranger	Hour	\$725.42
508	8904	Helicopter	Twinranger		to 450	Twinranger	Hour	\$945.76
509	8905	Helicopter	Model Bell 407 EMS- Ambulance		to 250		Hour	\$774.84
510	8906	Fixed wing	Model Navajo PA-31		to 310		Hour	\$590.53
511	8907	Fixed wing	PA-31-350, Navajo Chieftain twin engine		to 350		Hour	\$628.44
512	8908	Helicopter	Fire Fighter Same as S70C		to 1890	Fire Fighter Same as S70C	Hour	\$3,685.48
513	8909	Helicopter	Fire Fighter		to 1890	Fire Fighter	Hour	\$6,887.91
514	8910	Helicopter	Fire Fighter		to 2850	Fire Fighter	Hour	\$13,452.95
515	8911	Helicopter- light utility	Model Bell 407GX - 7 seater		to 250	Passenger Aircraft	Hour	\$768.68
516	8912	Helicopter- light utility	Model Bell 206L- 7 seater			Passenger Aircraft	Hour	\$753.24
517	8913	Helicopter	Model Bell-206L4		to 420		Hour	\$706.55
518	8914	Fixed wing	Blackhawk King Air B200XP61		to 669		Hour	\$1,633.20
519	8915	Fixed wing	Blackhawk Caravan XP42 A		to 850		Hour	\$914.57
520	8916	Fixed wing	King Air C90 XP135 A		to 550		Hour	\$1,373.27
521	8917	Aerostar Helicopter	Aerostar 601P		to 290		Hour	\$578.23

FEMA 2023 Schedule of Equipment Rates

	A	B	C	D	E	F	G	H
	Cost Code	Equipment	Specifications/Manufacturer	Capacity or Size	HP	Notes	Unit	2023 Rates
522	8918	Huey Helicopter	Engine:1 × Lycoming T53-L-11 turboshaft		to 1100	Travel Range 253 NaticalMiles	Hour	\$1,705.85
523	8919	Helicopter	Utility Bell 429		to 710		Hour	\$1,124.18
524	8920	Helicopter	Commercial Bell Huey II				Hour	\$1,346.58
525	8943	Wire Puller Machine			to 30	Overhead/Underground Wire Pulling Machine	Hour	\$24.98
526	8944	Wire Tensioning Machine			0	Overhead Wire TensioningMachine	Hour	\$18.39
527	8945	Aerial Lift	Genie GS-2646	1000 lbs	0	24 Volt	Hour	\$25.95



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 06

Requester: Public Works Director Scott Holden

Agenda Item Request

Consider authorizing the City Manager to enter into a contract with Reynolds Asphalt & Construction Company for the paving of the back parking lot at the Community Park in an amount not to exceed \$109,040 from Account 11-8211-417 Park Improvements.

Background Information

The Lucas Comprehensive Capital Improvement Plan describes the “Paving of Back Parking Lot” as the “asphalt overlay of existing gravel parking lot at Community Park,” and states that this project will commence in Fiscal Year 2023-2024. The City of Lucas budgeted funds in Fiscal Year 2023-2024 under Account 11-8211-417 Park Improvements to complete paving and striping of the back parking lot at the Community Park.

Reynolds Asphalt & Construction Company has quoted the project using prices set by their Pavement Resurfacing Services Agreement held by the City of Grand Prairie and accessible by the City of Lucas through an interlocal agreement.

The quoted price only provides for the paving of the parking lot at the Community Park. This does not include striping of the lot which will be contracted separately because this is not a service provided by Reynolds Asphalt & Construction Company under this agreement.

Attachments/Supporting Documentation

1. Quote for Paving of Back Parking Lot at Community Park (dated October 30, 2023)
2. Project Summary from 2023 Comprehensive Capital Improvements Plan

Budget/Financial Impact

The total estimated quote for paving of the back parking lot at the Community Park is \$109,040. The project cost is quoted at a cost per ton price for asphalt and cost per square yard price for pulverization. Funding for this project would be utilized from Account 11-8211-417 Park Improvements in Fiscal Year 2023-2024.

Recommendation

Staff recommends entering into a contract with Reynolds Asphalt & Construction Company for the paving of the back parking lot at the Community Park.



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 06

Motion

I make a motion to approve/deny authorizing the City Manager to enter into a contract with Reynolds Asphalt & Construction Company for the paving of the back parking lot at the Community Park in an amount not to exceed \$109,040 from Account 11-8211-417 Park Improvements.

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039

Metro (817) 267-3131 * Fax (817) 267-7022

City Hall Parking Lot

Lucas, Texas

City of Lucas

Ref: City of Grand Prairie RFB #21117

Quoted: 10/30/23 10:50 AM

Item	Description	Estimated	Unit	Unit	Bid
		Quantity		Bid	Extension
2	2" Ty "D" HMAC	740.0	TON	\$103.00	\$76,220.00
10	Additional Mileage Charge	740.0	TON	\$18.00	\$13,320.00
27	8" Pulverization	6,500.0	SY	\$3.00	\$19,500.00
					<hr/> \$109,040.00

CITY OF LUCAS**City Hall Parking Lot**

Ref: City of Grand Prairie RFB #21117

		UNIT PRICE		TOTAL	TOTAL
		BID		QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 99.10		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 103.00	740.00	\$ 76,220.00
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 121.10		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 96.30		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 102.20		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 120.90		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 93.60		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 97.90		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$ 116.30		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH PER TON MILE	\$ 18.00	740.00	\$ 13,320.00
**NOTE: \$0.90 per mile @ 20 miles **					
11	Move In/Out Charge for projects under 499 tons	EACH	\$ 1,800.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$ 3,600.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 300.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 200.00		\$ -
15	Base Repair	SY	\$ 76.50		\$ -
16	Flex Base furnish and install	TONS	\$ 43.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$ 9.80		\$ -
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$ 11.30		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$ 19.70		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$ 33.40		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$ 37.40		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$ 47.60		\$ -
23	Wedge Mill	LF	\$ 5.50		\$ -
24	Full Depth Milling 0-4"	SY	\$ 5.30		\$ -
25	Full Depth Milling Each Additional Inch	SY	\$ 0.75		\$ -
26	Backfill Shoulders	LF	\$ 1.70		\$ -
27	8" Pulverization	SY	\$ 3.00	6,500.00	\$ 19,500.00
28	Petromat less than 2500 SY	SY	\$ 5.40		\$ -
29	Petromat 2500 - 4999 SY	SY	\$ 3.70		\$ -
30	Petromat more 5000 SY	SY	\$ 3.00		\$ -

TOTAL FOR PAGE

\$ 109,040.00

Parks, Trails and Open Space Project Summaries

Community Park:

PAVING OF BACK PARKING LOT				
PROJECT SUMMARY				
Starting in Fiscal Year	Project No.	Category	Project Status	Priority
2023-2024	P-01	Parks, Open Space and Trails	Planning	Low
FISCAL OVERVIEW				
Estimated Total Cost (2023 Dollars)			Possible Sources of Funding	
\$119,040			General Fund Reserves Outside Agency Interlocal Agreements/Grants	
PROJECT DESCRIPTION				
Asphalt overlay of existing gravel parking lot at Community Park.				
PROJECT SCHEDULE				
Project Begin Year			Project End Year	
2023-2024			2023-2024	
PROJECT MANAGER: Public Works Director				





City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 07

Requester: Councilmember Debbie Fisher

Agenda Item Request

Consider the First Amendment to the Interlocal Cooperation Agreement between the City of Lucas and the North Texas Municipal Water District on the Wilson Creek Regional Wastewater Treatment Plant Improvements and authorize the City Manager to execute the amended interlocal agreement.

Background Information

The First Amendment to the Interlocal Cooperation Agreement between the City of Lucas and the North Texas Municipal Water District (NTMWD) on the Wilson Creek Regional Wastewater Treatment Plant Improvements is proposing a new location for the washdown station. As explained under Section 1.3 Project Description of the First Amendment, the new location will not be visible to the public or visible from Orr Road and is removed from main haul routes and therefore won't block any traffic while trucks and containers are being washed. The NTMWD Oversight Committee is in support of the new location for the washdown station.

Morgan Dadgostar, PE, Regional Wastewater System Manager, North Texas Municipal Water District will be attending the City Council meeting on November 16, 2023, should the City Council have any questions regarding the new location of the washdown station.

Attachments/Supporting Documentation

1. First Amendment to Interlocal Cooperation Agreement between the City of Lucas and the North Texas Municipal Water District.
2. Interlocal Cooperation Agreement between the City of Lucas and the North Texas Municipal Water District executed on December 22, 2022.

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve/deny the First Amendment to the Interlocal Cooperation Agreement between the City of Lucas and the North Texas Municipal Water District on the Wilson Creek Regional Wastewater Treatment Plant Improvements and authorize the City Manager to execute the amended interlocal agreement.

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LUCAS, TEXAS
AND THE NORTH TEXAS MUNICIPAL WATER DISTRICT
ON WILSON CREEK REGIONAL WASTEWATER
TREATMENT PLANT IMPROVEMENTS**

This First Amendment to the Interlocal Cooperation Agreement (the “**First Amendment**”) is made and entered into by and between the **City of Lucas, Texas**, a home rule municipality (“**City**”), and the **North Texas Municipal Water District**, a political subdivision of the State of Texas (“**NTMWD**”). City and NTMWD at times are referred to herein as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, NTMWD and City entered into that certain Settlement Agreement dated April 4, 2001 (the “**Settlement Agreement**”) to effectuate a full and complete settlement and resolution of concerns raised by the City regarding the NTMWD’s then-pending application to amend the wastewater discharge permit for the Wilson Creek Regional Wastewater Treatment Plant (“**Wilson Creek RWWTP**”);

WHEREAS, NTMWD and City entered into an Interlocal Cooperation Agreement on Wilson Creek RWWTP Improvements dated December 22, 2022 (the “**Interlocal Agreement**”);

WHEREAS, City and NTMWD agreed that a need existed for the design and construction of an on-site vehicle washdown station to serve the Wilson Creek RWWTP (the “**Project**”), as described in further in the Interlocal Agreement;

WHEREAS, the Parties seek to allow NTMWD to revise the Project description and construct the on-site truck washdown station at the Wilson Creek RWWTP differently than originally described in the Interlocal Agreement due to operational advantages;

WHEREAS, except as expressly modified herein, the terms and conditions of the Interlocal Agreement are hereby incorporated by reference and made a part of this First Amendment;

WHEREAS, capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings assigned to them in the Interlocal Agreement; and

WHEREAS, the Parties wish to amend the Project description set forth in Section 1.3 of the Interlocal Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and NTMWD agree that Section 1.3 of the Interlocal Agreement shall be amended and modified as follows:

1.3 Project Description. The Project as defined will provide for an on-site washdown station (the “Station”) to clean vehicles and containers used in the treatment process. NTMWD will repurpose and incorporate a decommissioned process wash water pump station into the Station, at the proposed location shown in **Exhibit A**, attached and incorporated by reference for all purposes. The Station will be dedicated to capturing wash water from the cleaning activities of the vehicles and containers and conveying the water by gravity to the Wilson Creek RWWTP drain system (the “Drain System”). The Drain System flow is combined with Wilson Creek RWWTP influent flow and discharged at the beginning of the Wilson Creek RWWTP treatment process. The proposed location is further from the Wilson Creek RWWTP entrance than the initial location in the Interlocal Agreement and will not be visible to the public or visible from Orr Road. The proposed location is removed from main haul routes and will not block any traffic while trucks and containers are being washed. An isolation valve will be in an accessible location to easily isolate it from odors on the plant drain line. The large, contained area will be included in an operator accessible area between the Station and the Drain System to mitigate fugitive emissions from the Drain System when the Station is not in use.

IN WITNESS WHEREOF, the Parties have executed this First Amendment and caused this First Amendment to be effective when all the Parties have signed it. The date this First Amendment is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature below) will be deemed the effective date of this First Amendment (“**Effective Date**”).

[Signature pages to follow.]

CITY OF LUCAS, TEXAS,
A Home-Rule Municipality

By: _____
Joni Clarke, City Manager
Date: _____

ATTEST:

Print Name: _____
Title: _____

**NORTH TEXAS MUNICIPAL WATER
DISTRICT,**
A Conservation and Reclamation District and
Political Subdivision of Texas

By: _____
Jennafer Covington, P.E.
Executive Director/General Manager
Date: _____

ATTEST:

Print Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **JONI CLARKE**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the City Manager and duly authorized representative of the **CITY OF LUCAS, TEXAS**, a home-rule municipality, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **CITY OF LUCAS, TEXAS**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2023.

Notary Public, State of Texas
My Commission Expires: _____

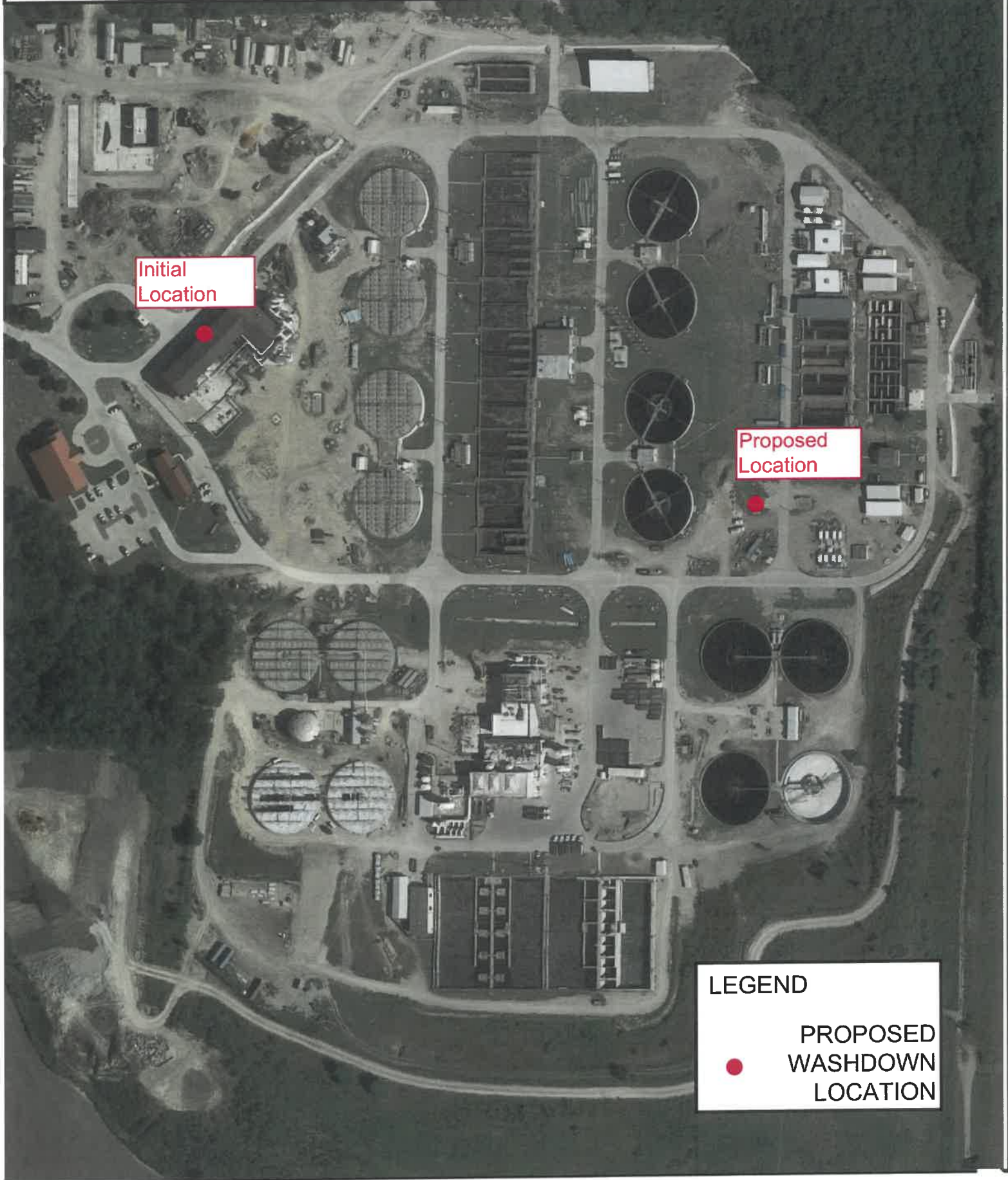
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **JENNAFER COVINGTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the Executive Director and duly authorized representative of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district and political subdivision of the State of Texas, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2023.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A WILSON CREEK REGIONAL WASTEWATER TREATMENT PLANT



LEGEND

● PROPOSED
WASHDOWN
LOCATION

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into by and between the **City of Lucas, Texas**, a home rule municipality (“**City**”), and the **North Texas Municipal Water District**, a political subdivision of the State of Texas (“**NTMWD**”). City and NTMWD at times are referred to herein as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, NTMWD and City entered into that certain Settlement Agreement dated April 4, 2001 (the “**Settlement Agreement**”) to effectuate a full and complete settlement and resolution of concerns raised by the City regarding the NTMWD’s then-pending application to amend the wastewater discharge permit for the Wilson Creek Regional Wastewater Treatment Plant (“**Wilson Creek RWWTP**”);

WHEREAS, at the recommendation of NTMWD, the Oversight Committee, created pursuant to Section I(A) of the Settlement Agreement, determined that an on-site vehicle washdown station at the Wilson Creek RWWTP would allow NTMWD to treat odors more effectively, which is a stated purpose of the Settlement Agreement;

WHEREAS, NTMWD continues to operate the Wilson Creek RWWTP in compliance with its wastewater discharge permit, state laws and regulations, and the Settlement Agreement and is committed to its duties as a good neighbor and wastewater treatment plant owner and operator;

WHEREAS, City and NTMWD have agreed that a need exists for the design and construction of an on-site vehicle washdown station to serve the Wilson Creek RWWTP (the “**Project**”), as described in further detail below, and the ongoing operation and maintenance of the Project after completion;

WHEREAS, the Parties seek to allow NTMWD to construct an on-site truck washdown station at the Wilson Creek RWWTP as a part of the Project;

WHEREAS, the Project will permit NTMWD to wash vehicles and containers used to transport for disposal sludge produced on-site at the Wilson Creek RWWTP;

WHEREAS, by cleaning vehicles and containers on-site, NTMWD can proactively remove any potential odor causing bacteria, prevent new bacteria from growing, and contain bacteria at the Wilson Creek RWWTP;

WHEREAS, NTMWD will fund, conduct, and oversee the Project entirely, including all subsequent maintenance and ongoing operations;

WHEREAS, the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Government Code (the “**Act**”), authorizes local governments to contract with one another to perform governmental functions and services;

WHEREAS, this Agreement is entered into pursuant to the Act for the performance of governmental functions and services; and

WHEREAS, City and NTMWD find that the Project will provide a public benefit to both Parties and that a cooperative effort by the Parties pursuant to the Act will more efficiently accomplish the purposes set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, City and NTMWD agree as follows:

ARTICLE 1 **PROJECT IMPROVEMENTS**

1.1 Location of Project. The Project consists of the design, construction, operation, and maintenance of an on-site vehicle washdown station located at the Wilson Creek RWWTP, 3020 Orr Road, Allen in Collin County, Texas 75002.

1.2 Design and Construction of Project. NTMWD shall design, procure, construct, and manage the Project. NTMWD shall be responsible for any and all permits required for the Project. NTMWD shall be responsible for all ongoing operation and maintenance of the Project after the Project is completed. The City agrees to fully support and not oppose NTMWD's design, construction, operation, and maintenance of the Project.

1.3 Project Description. The Project as defined will include the construction of an on-site washdown station to clean vehicles and containers used in the treatment process. NTMWD will construct a washdown station for the Project that consists of a stainless-steel hopper and concrete containment area. Vehicles will back the container and drain into the hopper while being rinsed out. The water and other materials rinsed from the container will drain directly into the Wilson Creek RWWTP headworks. By placing the washdown station in front of the Wilson Creek RWWTP's headworks, the Project's washdown station will ensure that materials washed out will be screened and properly treated. While NTMWD intends that all water will be captured by the hopper, NTMWD will also construct a secondary concrete containment area to capture potential spills, which will also drain to the Wilson Creek RWWTP's headworks. NTMWD will also install a gate on the hopper discharge to contain odors while the washdown station is not in use.

1.4 Project Modifications. If the Project increases odor issues at Wilson Creek RWWTP, NTMWD will either modify the washdown station for better performance or cease use of the washdown station in the event modifications are infeasible and/or do not remedy the increased odor issues.

1.5 Ownership of Project Improvements. Any and all Project improvements constructed pursuant to this Agreement shall, at all times, remain the sole property of NTMWD. City shall not, at any time, have or claim any ownership interest in Project improvements constructed by NTMWD.

ARTICLE 2

GENERAL PROVISIONS

2.1 Recitals and Exhibits Incorporated. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are hereby incorporated into the body of this Agreement and are adopted as findings of City and NTMWD.

2.2 Authority to Execute. Each person signing on behalf of the Parties hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

2.3 Liability. Each Party does hereby agree to waive all claims against, release and hold harmless the other Party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. However, nothing herein shall release the Parties from their respective obligations created through this Agreement. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without waiving any governmental immunity or defense available to any Party individually under Texas law. City shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

2.4 Remedies. Nothing in this Agreement shall be construed as, in any manner, to abridge, limit or deprive any Party hereunto of any means which it could otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

2.5 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:
City of Lucas
Attn: Joni Clarke
665 Country Club Road
Lucas, Texas 75002-7651
Telephone: (972) 727-8999
Email: jclarke@lucastexas.us

If to NTMWD, addressed to it at:

North Texas Municipal Water District
Attn: Jennafer Covington, P.E.
Address: P.O. Box 2408
City, State Zip Code: Wylie, Texas 75098
Telephone: (972) 442-5405
Email: jcovington@ntmwd.com

2.6 Succession and Assignment. This Agreement is binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement may not be assigned by any Party hereto without the prior written notice to, and prior written approval by, the other Parties, which consent may be withheld without cause.

2.7 Governing Law/Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

2.8 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for adequate consideration, the sufficiency of which is forever confessed.

2.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

2.10 Severability. If any term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted, and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable, or unlawful provision had never been contained in this Agreement.

2.11 Representations. Each Party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof, and is signing the same solely of its own judgment.

2.12 Responsibilities. The Parties agree that neither Party is an agent, servant, or employee of the other Party and that each Party is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents. The Parties agree that the Project is not a joint venture or joint enterprise.

2.13 Immunity. The Parties acknowledge and agree that, in executing and performing this Agreement, the Parties have not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

2.14 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

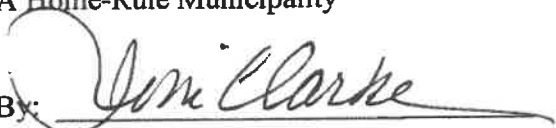
2.15 Waiver. Any waiver at any time by any Party of its rights with respect to default under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

2.16 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.


[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").


CITY OF LUCAS, TEXAS,
A Home-Rule Municipality

By: 
Joni Clarke, City Manager
Date: 11/7/22

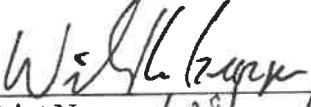
ATTEST:


Print Name: Kevin Becker
Title: Management Analyst

**NORTH TEXAS MUNICIPAL WATER
DISTRICT,**
A Conservation and Reclamation District and
Political Subdivision of Texas

By: 
Jennifer Covington, P.E.
Executive Director/General Manager
Date: 12/22/22

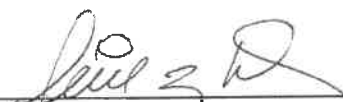
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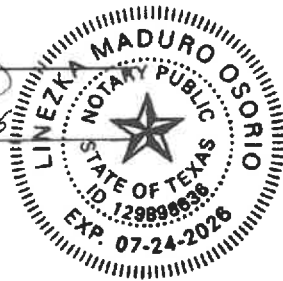

Print Name: William K. George
Title: Deputy Director

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **JONI CLARKE**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the City Manager and duly authorized representative of the **CITY OF LUCAS, TEXAS**, a home-rule municipality, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **CITY OF LUCAS, TEXAS**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 7 day of November, 2022.

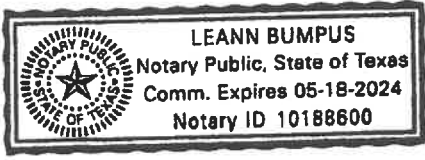

Notary Public, State of Texas
My Commission Expires: 07/24/26

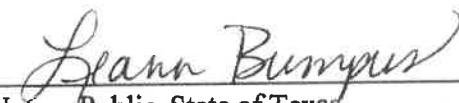


STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **JENNAFER COVINGTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the Executive Director and duly authorized representative of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a conservation and reclamation district and political subdivision of the State of Texas, and that she executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 22nd day of December, 2022.




Notary Public, State of Texas
My Commission Expires: 5/18/24



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 08

Requester: City Council

Agenda Item Request

Consider board/commission appointments to serve a two-year term beginning on January 1, 2024, and expiring on December 31, 2025, for the following:

- A. Board of Adjustment (also serving as the Building and Standards Commission)
- B. Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee)
- C. Parks and Open Space Board (also serving as the Lucas Farmers Market Committee)

Background Information

Per the Board Appointment Policy established in December 2019, new board/commission applications are submitted to the City Council during November to consider prospective applicants to be interviewed for vacant positions or possible appointments. City Secretary Toshia Kimball has contacted existing board/commission members whose terms are expiring this year to confirm if they would like to be considered for reappointment. After receiving confirmation from these members there would be one vacancy on the Planning and Zoning Commission.

On September 7, 2023, the City Council interviewed applicants and deliberated the appointment of members to the Planning and Zoning Commission and Board of Adjustment. The City Council may choose to appoint one of the recently interviewed applicants or consider new interviews for the upcoming vacancy on the Planning and Zoning Commission.

PLANNING AND ZONING COMMISSION (also serving as the Capital Improvements Advisory Committee)	
<i>Board/Commission Member</i>	<i>Reappointment Consideration for 2-year term</i>
Chris Bierman, Commissioner	Yes
Peggy Rusterholtz, Commissioner	No
Sean Alwardt, Alt. Commissioner 2	Yes
Vacancy: There would be one vacancy.	

BOARD OF ADJUSTMENT (also serving as the Building and Standards Commission)	
Tom Redman, Chair	Yes
Brian Stubblefield, Vice-Chair	Yes
Brenda Rizos, Member	Yes
Sean Watts, Alternate Member 2	Yes
Vacancy: None	



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 08

Parks and Open Space Board (Also Serves as Lucas Farmers Market Committee)	
Bill Esposito, Chair	Yes
Bryan Bellows, Alternate Member 1	Yes
Lynne Dodson, Alternate Member 2	Yes
Vacancy: None	

Attachments/Supporting Documentation

1. Board Appointment Policy
2. Candidate Interview List and Applications will be sent out as a separate attachment to City Council

Budget/Financial Impact

NA

Recommendation

Mayor Jim Olk (City Council Liaison to the Planning and Zoning Commission) recommends the following incumbents to be reappointed on the Planning and Zoning Commission:

- Chris Bierman (Commissioner)
- Sean Alwardt (Alternate Commissioner 2)

Mayor Pro Tem Kathleen Peele (City Council Liaison to the Board of Adjustment) recommends the following incumbents to be reappointed on the Board of Adjustment:

- Tom Redman (Chair)
- Brian Stubblefield (Vice-Chair)
- Brenda Rizos (Member)
- Sean Watts (Alternate Member 2)

Councilmember Kuykendall (City Council Liaison to the Parks and Open Space Board) recommends the following incumbents to be reappointed on the Board of Adjustment:

- Bill Esposito (Chair)
- Bryan Bellows (Alternate Member 1)
- Lynn Dodson (Alternate Member 2)



City of Lucas

City Council Agenda Request

November 16, 2023

Motion

Motion for Board of Adjustment Reappointments

I make a motion to reappoint the following to the Board of Adjustment (also serving as the Building and Standards Commission) for two-year terms beginning on January 1, 2024, and expiring on December 31, 2025:

- Tom Redman (Chair)
- Brian Stubblefield (Vice-Chair)
- Brenda Rizos (Member)
- Sean Watts (Alternate Member 2)

Motion for Parks and Open Space Board Reappointments

I make a motion to reappoint the following to the Parks and Open Space Board (also serving as the Lucas Farmers Market Committee) for two-year terms beginning on January 1, 2024, and expiring on December 31, 2025:

- Bill Esposito (Chair)
- Bryan Bellows (Alternate Member 1)
- Lynne Dodson (Alternate Member 2)

Motion for Planning and Zoning Commission Reappointments

I make a motion to reappoint the following to the Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee) for two-year terms beginning on January 1, 2024, and expiring on December 31, 2025:

- Chris Bierman (Commissioner)
- Sean Alwardt (Alternate Commissioner 2)

Motion for Planning and Zoning Commission Appointment

I make a motion to appoint _____ as a Regular Commissioner on the Planning and Zoning Commission (also serving as the Capital Improvements Advisory Committee) for a two-year term beginning on January 1, 2024, and expiring on December 31, 2025.



City of Lucas

BOARD APPOINTMENT POLICY

PURPOSE

The purpose of the Board Appointment Policy is to provide procedures and standards for the appointment process by the City Council, and guidelines for citizens being appointed to a City of Lucas board or commission.

APPLICATION PROCESS

The City of Lucas will advertise in the Lucas Leader and on the City website during the months of September and October each year for the recruitment of new board members.

A Meet and Greet reception will be held on the 4th Thursday in October at 6:30 pm at City Hall for citizens interested in serving on a board as well as existing board members. The reception will provide an opportunity for each City Council liaison to provide information on the board/commission they represent.

Board applications will be accepted through November 1st each year.

New board member applications will be submitted to the City Council for review at the first meeting in November, and the City Council will determine which prospective applicants they would like to interview.

Interviews with the City Council may take place at the second meeting in November.

Prospective applicants of the Board of Adjustment and Planning and Zoning Commission may meet with City Councilmembers during Executive Session. Prospective applicants of the Parks and Open Space Board and Technology Committee may meet with the City Council during the open regular session of the meeting and may be called upon to speak at the podium with the City Council.

During the interview process in Executive Session or during the regular open session meeting, a prospective board member may expect to be asked about the following items:

- Why the applicant would like to serve their community
- What experience the applicant could bring to a board/commission
- What is the applicant's vision for the City
- How the applicant's skillset would benefit the board they are interested in serving
- Any other questions the City Council deems appropriate for that board/commission

APPOINTMENT PROCESS FOR NEW BOARD MEMBERS

At the first City Council meeting in December, board member appointments will be placed on the City Council agenda.

Following City Council appointment, the City Secretary will notify new board members of their appointment along with procedures for setting up email and appropriate training.

Each new board member will be required to take part in Open Meetings Act training (50-minute video on Attorney General's website), sign a Statement of Officer paperwork and Oath of Office paperwork within 30 days of being appointed. Each new board member will also be required to setup a City of Lucas email account where the City will correspond with the board member for meeting notices, Board packet distribution, and general correspondence.

REAPPOINTMENT PROCESS FOR EXISTING BOARD MEMBERS

In October each year, the City Secretary shall contact existing board members whose terms are expiring confirming they would like to be considered for reappointments.

At the first City Council meeting in December, reappointment of existing board members whose term are expiring will be considered. Board member attendance may be brought before the City Council as part of reappointment consideration.

The City Council will review each board and vote upon each board member whose term is expiring.

The City Secretary shall contact each board member who was reappointed for another two-year term.

For any existing board members that would like to serve on a different board, a new application shall be completed and submitted for City Council consideration.

Approved by City Council: December 19, 2019



City of Lucas

City Council Agenda Request

November 16, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

- A. The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, for City Manager Evaluation.
- B. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

Background Information

This meeting is closed to the public as authorized by Section 551.072 of the Texas Government Code.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 16, 2023

Item No. 10

Requester: City Council

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA