



## City Commission Agenda Memo

**From :** Mike Whaley  
**Date:** 3-19-2012  
**Item:** Final Plat Lot 1 Block 1 Pioneer Crossing for Seniors

### Background

Final Plat was prepared by Corlett, Probst, & Boyd Engineering for owner Noor Juma. Mr. Jooma is requesting to plat this previously unplatted parcel for the purpose of constructing the Pioneer Crossing Apartments for seniors. Plat reflects proper building line and easements. Also meets minimum requirements per the Zoning Ordinance and does not conflict with the Comprehensive plan or the subdivision ordinance. The P&Z voted unanimously to approve.

### Fiscal Impact

N/A

### Options

Approve  
Approve with changes  
Deny

### Staff Recommendation

Approval

### Attachments

Copy of plat





## City Commission Agenda Memo

**From:** Mike Whaley  
**Date:** 3-19-2012  
**Item:** Final Plat Lot 1 Block 1 Pioneer Crossing Addition

### Background

Final Plat was prepared by Corlett, Probst, & Boyd Engineering for owner Noor Juma. Mr. Jooma is requesting to plat this previously unplatted parcel for the purpose of a private entrance for the Pioneer Crossing Apartments for seniors. Plat reflects proper building line and easements. Also meets minimum requirements per the Zoning Ordinance and does not conflict with the Comprehensive plan or the subdivision ordinance. The P&Z voted unanimously to approve.

### Fiscal Impact

N/A

### Options

Approve  
Approve with changes  
Deny

### Staff Recommendation

Approval

### Attachments

Copy of plat

PLAT OF BLOCK 1

WHEREAS BB SENIORS, LLC is the owner of 0.98 acre out of the C. WINTERS TRACT, A-322, and more particularly described by maps and records on file...

BEFORE ME, the undersigned authority, on this 24th day of March, 2012, personally appeared the undersigned, BB SENIORS, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of March, 2012, at the City of Lubbock, Texas.

BB SENIORS, LLC

Notation: Name, through manager

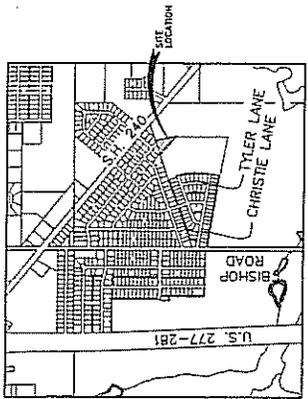
STATE OF TEXAS
COUNTY OF TARRANT

Notary Public: \_\_\_\_\_, County, Texas

This is to certify that the plat has been prepared from an original and accurate field survey...

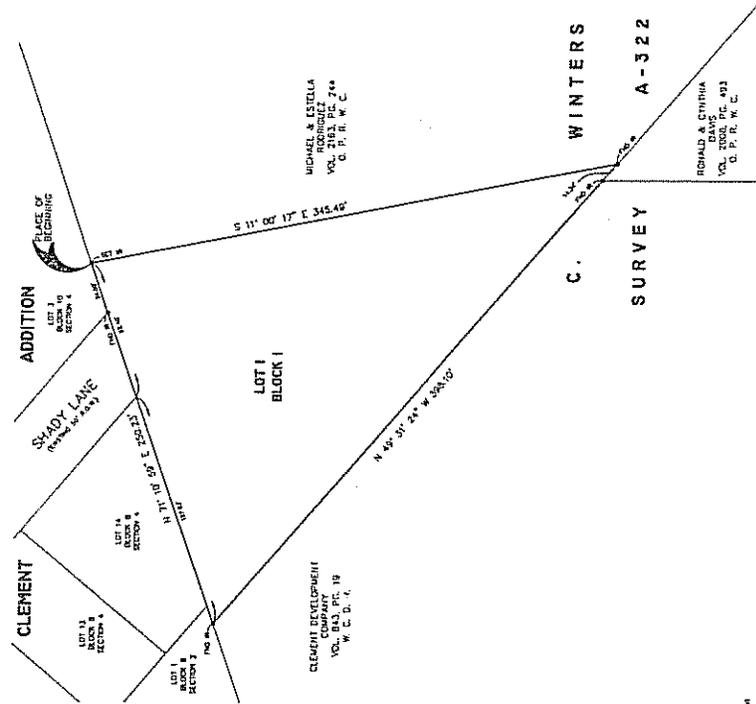
The City of Lubbock, Texas, is hereby notified that the above described property has been paid in full and is being returned to the City of Lubbock, Texas, and it is hereby approved by the City of Lubbock, Texas.

Notary Public: \_\_\_\_\_, County, Texas



LOCATION MAP NOT TO SCALE

BASIS OF BEARING IS THE NORTHEAST CORNER OF CLEMENT DEVELOPMENT COMPANY TRACT BEING S 89° 31' 24" E



MICHAEL & ESTELLA RODRIGUEZ VOL. 20508, P.C. 493 G. P. R. W. C.

RODOLFO & CYNTHIA PARRAS VOL. 20508, P.C. 493 G. P. R. W. C.

CLEMENT DEVELOPMENT COMPANY VOL. 843, P.C. 19 W. C. D. C.



This plat is a true and correct copy of the original and accurate field survey...



FINAL PLAT LOT 1, BLOCK 1 PIONEER CROSSING ADDITION

(A FINAL PLAT OF 0.98 ACRE OUT OF THE C. WINTERS SURVEY, A-322, BURBURETT, WICHITA COUNTY, TEXAS.) MARCH, 2012 SCALE: 1" = 40'

OWNER: BB SENIORS, LLC P.O. BOX 113267 CARROLLTON, TEXAS 75011 PHONE: (714) 448-0978

PREPARED BY: CURLETT, PROBST & BOYD, P.L.L.C. ENGINEERS & SURVEYORS 4805 OLD JACKSBORO HIGHWAY WICHITA FALLS, TEXAS 76302



## City Commission Agenda Memo

**From:** Mike Whaley  
**Date:** 3-19-2012  
**Item:** Site Plan For Pioneer Crossing for Seniors

### Background

Site Plan was prepared by Cross Architects for owner Noor Juma. Mr. Jooma is requesting approval of the site plan for Pioneer Crossing for Seniors (Apartment 80 units). The City Staff has reviewed the site plan as well as preliminary construction details such as, storm drainage, proposed public or private streets or alleys, easements, set back, utilities and so forth. The developer has met our requirements as set forth by the zoning ordinance.

The P&Z voted unanimously to approve.

### Fiscal Impact

N/A

### Options

Approve  
Approve with changes  
Deny

### Staff Recommendation

Approval

### Attachments

Copy of site plan





## City Commission Agenda Memo

**From:** Tim James, P.E. – City Manager

**Date:** March 19, 2012

**Item:** Discuss and take any action necessary on Wichita Falls Fire Department Strike Team and Task Force Memorandum of Understanding

### Background

The Burkburnett Volunteer Fire Department has requested to enter into a Memorandum of Understanding with the Wichita Falls Fire Department Strike Team and Task force. The purpose of the Memorandum of Understanding is to improve inter-agency cooperation, formalize relationships, and clearly define the responsibilities of participating agencies. The Wichita Falls Fire Department Strike Team and Task Force responds to major wildfires, natural disasters, or other incidents within the region and state. Participation in the program and individual deployments is voluntary. The Burkburnett Fire Department is not obligated to deploy personnel if we do not have adequate personnel available or if it could affect the ability to adequately protect the City.

### Fiscal Impact

There should be no fiscal impact for participation. Any participation would be reimbursed.

### Options

- Authorize the Burkburnett Fire Department to sign the Memorandum of Understanding
- Decline to Authorize the Burkburnett Fire Department to sign the Memorandum of Understanding
- Take No Action

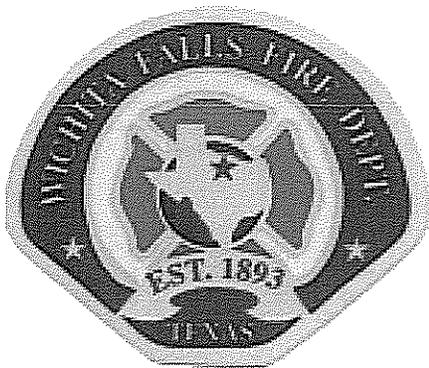
### Staff Recommendation

Staff recommends that the Commission authorize the Burkburnett Fire Department to sign the Memorandum of Understanding.

### Attachments

- Memorandum of Understanding

*Wichita Falls Fire Dept.  
Strike Team and Task Force*  
MEMORANDUM OF UNDERSTANDING



Memorandum of Understanding  
between:

- **Wichita Falls Fire  
Department**
- **NORTEX Strike Team  
Participating Fire  
Departments**

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## ❖ PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Strike Team/Task Force, hereinafter referred to as the "Team", participants, maximize inter-agency cooperation, and formalize relationships between the involved agencies for policy guidance, planning, training, public, and media relations. The Team will enhance the effectiveness of fire response and resource management by creating a well-coordinated response.

## ❖ MISSION

The principal mission of the Wichita Falls Fire Department Fire Wildland Strike Team and All-Hazard Task Force is to provide professional and experienced responders and firefighting assets for successful response to major wildland fires, natural disasters, or other incidents within the region and state.

## ❖ GOALS

- 1) Provide a valuable asset for State-Wide TIFMAS and FEMA response to the wildfire threats, natural disasters or other types of large-scale emergencies that faces our communities.
- 2) Provide a coordinated response through the use of a NIMS compliant incident command structure including training in cooperation with the Governors Division of Emergency Management.
- 3) Provide a team of well trained and properly credentialed NWCG wildland firefighters with Texas Forest Service approved fire apparatus, that, when combined, forms the Wichita Falls Fire Department Strike Team 3-1 and All-Hazard Task Force 3-1.

## ❖ DEFINITIONS

**Participating Fire Department:** State recognized fire department that has made a commitment of providing either manpower and/or apparatus for use in the strike team.

**National Wildfire Coordinating Group:** NWCG will provide national leadership and establish, implement, maintain, and communicate policy, standards, guidelines, and qualifications for wildland fire program management. Develops and maintains standards, guidelines, training, and certification in interagency wildland fire operations.

**Incident Command System (ICS):** The combination of facilities, equipment, personnel, procedure and communications operating within a common organizational structure, with responsibility for the management of assigned resources to effectively accomplish stated objectives pertaining to an incident.

**TIFMAS:** Texas Intrastate Fire Mutual Aid System. This is the emergency response division of the Texas Forest Service tasked with providing firefighting apparatus and man-power response to communities in need.

## ❖ PLANNING & COORDINATION

Wichita Falls Fire Department shall serve as the coordinating agency for the WFFD Fire Strike Team and Task Force. The Wichita Falls Fire Department will also ensure that the team operations are in compliance with NWCG standards, the regional emergency operations plans and Homeland Security Plans. This plan is in accordance with the Texas Forest Service/TIFMAS Business and Deployment Manual for the development of regional and statewide asset response.

## ❖ POLICIES & GUIDELINES

The WFFD is responsible for the preparation and maintenance of all team policies and standard operating guidelines. Processes and procedures established by the National Wildfire Coordinating Group (NWCG) in the National Interagency Mobilization Guide are followed, in accordance with the National Incident Management System (NIMS) and the National Response Framework (NRF). Participants at all levels MUST follow team policies and guidelines. Failure to follow established policies and/or guidelines can result in the removal from the team.

## ❖ CHAIN OF COMMAND

The WFFD Fire Strike Team and Task Force SHALL NOT respond to any incident without being requested by the involved jurisdiction, or at the request of the State of Texas.

The team's chain of command is based upon WFFD Policies and Procedures. All team firefighters MUST follow the established chain of command and all established team policies, procedures, and guidelines. The Participating Fire Department shall assume responsibility for their Engine(s) and will designate one qualified member as the Engine Boss. The Firefighter and Engine Boss will be under the direct supervision of the Strike Team or Task Force Leader.

## ❖ TRAINING/CERTIFICATIONS

All participating departments must be certified in their assigned position in accordance with NWCG PMS 310-1. WFFD staff will ensure that the training requirements for all positions within the team. Each member is responsible with keeping his or her own task book. WFFD will make every effort to bring team related training to locations within the region. WFFD will keep the records of training, and issue qualification cards to the departments and members of the WFFD Fire Strike Team and Task Force.

## ❖ TEAM MEMBERSHIP

In addition to the listed training requirements firefighters **must** also meet the following requirements to become a member of the WFFD Fire Strike Team:

- ✓ Must be above the age of eighteen.
- ✓ Current member of a state recognized fire department/organization and have the approval of their department's administration.
- ✓ Submit Strike Team Memorandum of Understanding (MOU) to WFFD.
- ✓ Must not have any criminal convictions above the level of Class C Misdemeanor
- ✓ Must not be currently under investigation, indictment, awaiting trial, verdict or sentencing in any criminal proceeding.
- ✓ Must have an acceptable driving record.
- ✓ Must agree to follow ALL established policies and guidelines.

## ❖ COMMUNICATIONS

- ***Communications Equipment*** - All communications equipment shall be in compliance with the current Texas State Interoperability Plan.

## ❖ TEAM DEPLOYMENT REQUEST

All requests for team deployments MUST be made by the TIFMAS Coordinator, County Judge, City Manager, Fire Chief, or Emergency Management Coordinator. Upon receipt of the Request for Deployment, the Team Leader shall execute a Form 213 and fax to Participating Department requesting deployment with the WFFD Strike Team or Task Force.

## LIABILITY

- Per State Statute the requesting jurisdiction is responsible for all civil liability issues.
- § 421.062. LIABILITY UNDER INTERLOCAL CONTRACT
- § 791.006. LIABILITY IN FIRE PROTECTION CONTRACT PROVISION OF LAW ENFORCEMENT SERVICES

## ❖ REIMBURSEMENT

The WFFD Strike Team will be made up of two (2) WFFD Engines and two (2) Nortex Regional Strike Team departments. The Task Force will be made up of various types of assets as per the TIFMAS All-Hazard Task Force requirements. The Participating Volunteer Fire Departments will be reimbursed at a rate of \$12.00 per hour, per firefighter, plus \$70.00 per hour, per engine for the operational period per the guidelines set forth in the TIFMAS Business and Mobilization Procedures. The City of Wichita Falls will reimburse the Participating Departments for firefighters and engines, **upon receipt of reimbursement check from TIFMAS**. WFFD will be responsible for all billing to TIFMAS. It will be the responsibility for each participating department to complete all necessary required TIFMAS forms and logs in order to be eligible for reimbursement. The Team Leader will assist the participating departments with this task.

## ❖ MOU TERMINATION

This MOU will be effective upon the signature of the chief of a participating fire department. It is agreed that any party hereto shall have the right to terminate its participation with the WFFD Fire Strike Team/Task Force upon sixty (60) days written notice to the Wichita Falls Fire Department.



Appendix A - WICHITA FALLS FIRE DEPARTMENT

1. WFFD will ensure the yearly refresher training is available each year and the work capacity test.
2. WFFD will coordinate with the department's dispatch centers and the Nortex MAC (*Multi Agency Coordination Center*).
3. WFFD will provide team training throughout the year to maintain team readiness and experience, as well as training and certification advancement opportunities through the WFFD, TWA, or TFS.
4. WFFD will provide reimbursement to departments at the rate of \$70.00 per hour per engine, and \$12.00 per hour per firefighter for operational periods as per the guidelines of the TIFMAS Business and Mobilization Procedures (September 2, 2011). Reimbursement shall be made when funds are received by TIFMAS.
5. WFFD will provide a Strike Team Leader and Deputy on every deployment who will serve as the team leaders.

*I agree on behalf of WFFD to provide items listed for the WFFD Fire Strike Team.*

Fire Chief Earl B. Foster

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Appendix B - Participating Fire Departments

1. Participating departments agree to participate in standardize National Wildland Coordination Group (NWCG) training to insure that all members accepted for deployment are trained in NWCG standards to at least the Fire Fighter II level, and in good health. *(See NWCG PMS 310)*
2. Participating fire departments will furnish, to the extent available, wildland fire personal protection equipment, materials and supplies and to render such fire protection services as part of the WFFD Fire Strike as may be necessary to suppress fires of a size that had developed, (or appears likely to develop) beyond the control of either of the parties hereto, and therefore requires assistance from the other. Departments shall not be required to reduce its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection capability.
3. All parties agree that all firefighting vehicles utilized in strike team operations shall be in good operating condition with the ability to travel at normal highway speeds. All apparatus shall be able to deploy to the assigned staging area within one hour of dispatch. Apparatus deployments up to seven (7) days are possible. Departments agree to keep apparatus equipped with designated wildland firefighting tools and equipment. Fire departments will ensure that all deployed apparatus is covered by liability insurance.
4. Participating departments shall ensure that strike team members appointed and accepted from their department have completed the questionnaire found in PMS 307 each year or before a Work Capacity Test. *(See PMS 307 / NFES 1109 Work capacity test administrator's guide)*
5. The Participating department must maintain a workers' comp or accident and health policy on their members who are assigned to the WFFD Regional Fire Strike Team.

I, \_\_\_\_\_ have read the Memorandum of Understanding.

I agree on the behalf of \_\_\_\_\_ Department to provide the aforementioned to the WFFD Strike Team.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



## City Commission Agenda Memo

**From:** Tim James, P.E. – City Manager

**Date:** March 19, 2012

**Item:** Discuss and take any action necessary on possible alternative methods to current Charter provision for election of Commissioners and Mayor by an at-large system.

### Background

Commissioner Thornton has requested to address the Commission regarding proposed Charter provision for election of Commissioners and Mayor by an at-large system.

### Fiscal Impact

Unknown at this time

### Options

Unknown at this time

### Staff Recommendation

N/A

### Attachments

N/A

No information  
is available for  
Agenda Item  
#12 at this time.



## City Commission Agenda Memo

**From:** Tim James, P.E. – City Manager

**Date:** March 19, 2012

**Item:** Discuss and take any action necessary on Proposal for Supplemental Sewage Backup Coverage for residents

### Background

With the normal operation of a sanitary sewer collection system there may be periodic blockages due to various circumstances. The City is currently provided insurance coverage through TML. This coverage provides protection to residents if there is a backup on private property that is specifically caused by City activities. However, most blockages are due to foreign material in the line, buildup of grease, root intrusion, or other circumstances that would not be considered to be caused by the City. Also, most homeowner's insurance policies do not provide coverage for sewer backups. The TML offers Supplemental Sewage Backup coverage to Cities. The coverage provides protection to residents in the amount of \$25,000 for each structure and \$50,000 for each occurrence with a \$250 deductible. The total cost to the City would be \$4,292 per year which equates to approximately \$1 per utility customer per year.

### Fiscal Impact

The cost to the City to provide this coverage to residents is \$4,292/yr. This cost can be covered under the existing budget.

### Options

- Authorize staff to accept the proposal for Supplemental Sewage Backup Coverage
- Decline to accept the proposal for Supplemental Sewage Backup Coverage
- Take no Action

### Staff Recommendation

Staff recommends that the Commission authorize the acceptance of the Supplemental Sewage Backup Coverage proposal

### Attachments

- Proposal for Supplemental Sewage Backup Coverage

## Bid / Proposal Summary

Date: March 2, 2012

Entity Name: **City of Burkburnett**  
 Entity ID: **1131**

<b>Proposed Effective Date</b>	<b>Proposed Anniversary Date</b>
April 1, 2012	April 1, 2013

Type of Coverage	Limit	Deductible	Annual Contribution
Supplemental Sewage Backup	\$ 25,000	Each structure	\$ 4,292
	50,000	Each occurrence	

TOTAL ANNUAL:	\$ 4,292.00
Annual Payment Discount <sup>1</sup> :	\$ (128.76)
Total Annual Contribution:	\$ 4,163.00
Quarterly Payment:	\$ 1,073.00

SEE PROPOSAL FOR OPTIONAL COVERAGES, LIMITS, DEDUCTIBLES, etc.

<sup>1</sup> Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)



## City Commission Agenda Memo

**From:** Tim James, P.E. – City Manager

**Date:** March 19, 2012

**Item:** Discuss and take any action necessary on request for the Conquer Chiari Foundation for use of Friendship Park for fundraiser walk

### Background

The Conquer Chiari Foundation has requested to use Friendship Park on September 22, 2012 from 9 a.m. to 12 p.m. The organization will need to reserve a pavilion in accordance with the Code of Ordinances unless otherwise approved by the Commission. The current Code of Ordinances does not currently address the usage of City parks for events such as this, therefore, we have brought it to the Commission for approval.

### Fiscal Impact

The City would benefit if there is a large attendance from participants outside the City.

### Options

- Authorize the use of Friendship park for the Conquer Chiari Foundation walk
- Decline to authorize the use of Friendship park for the Conquer Chiari Foundation walk
- Take no Action

### Staff Recommendation

Staff recommends that the Commission authorize the use of Friendship Park for the Conquer Chiari Foundation walk

### Attachments

- Letter of request

To: Mr. Tim James  
From: Pamela Brown  
RE: Use of Park for Conquer Chiari Fundraiser walk

Good Afternoon Sir,

I am writing this letter on behalf of the Conquer Chiari Foundation. We are in need of a location for our third annual Conquer Chiari Walk across America. Chiari is a brain malformation which is caused by the brain being larger than the skull and it causes the tonsils of the brain to slip out of the rear portion of the skull. People who have Chiari are also diagnosed with many other conditions including Syringomyelia, Spina Bifida, Tethered Cord Syndrome and many more issues. Approximately one in one thousand people have Chiari. There will be two other walks in Texas this year and there is an attempt to have a walk in every state.

I have acquired sponsors from as far as California before and have one sponsor from California for this walk. The walk location will be recognized nationally by the Conquer Chiari Organization, and we will try to get local coverage to increase the response to the walk. This is the first attempt for a walk in the Texhoma area so I am not sure what kind of response there will be. We need the use of a pavilion with handicap access as there may be some who are in wheelchairs or scooters. There will be a small walk so we will use the trail. The date of the walk is September 22, 2012 and will be from approximately 9 am to 12 pm.

To find out more about Conquer Chiari you can go to the sight [Conquerchiari.org](http://Conquerchiari.org).

I appreciate your consideration for use of your facilities and hope you have a pleasant day.

Pamela Brown

Organizer of Texhoma 2012 Walk across America

[conquerchiaritexoma@gmail.com](mailto:conquerchiaritexoma@gmail.com)

Home 940-872-2075

Cell 949-306-8405



## City Commission Agenda Memo

**From:** Tim James, P.E. – City Manager

**Date:** March 19, 2012

**Item:** Resolution 519

### Background

Resolution 519 was previously approved on January 16, 2012. The Overland Property Group had originally proposed to construct 80 units so the original resolution was based on 80 units. After a more detailed review of their project scope, the Overland Property Group decided to submit for a 64 unit complex with the TDHCA. This revised Resolution 519 is the same resolution of support as approved on January 16 with the exception of the number of requested units.

### Fiscal Impact

There is no financial impact to the City.

### Options

- Approve Resolution 519
- Decline to approve resolution 519
- Take no Action

### Staff Recommendation

Staff recommends that the Commission approve Resolution 519

### Attachments

- Resolution 519

**RESOLUTION NUMBER 519**

**A RESOLUTION OF THE CITY OF BURKBURNETT, TEXAS, DECLARING SUPPORT FOR THE OVERLAND PROPERTY GROUP FOR LOW INCOME QUALIFIED APARTMENT UNITS LOCATED ON SOUTH RED RIVER EXPRESSWAY; A JOINT HOUSING TAX CREDIT AND HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS IN FOR THE YEAR 2012 BY OVERLAND PROPERTY GROUP.**

WHEREAS, Overland Property Group has proposed to build an 64 unit low income qualified rental housing development known as Saddle Brook Apartment Homes in Burkburnett, Texas to be located on South Red River Expressway in the City of BURKBURNETT; and

WHEREAS, The Board of Commissioners of the City of BURKBURNETT voices its support of the 2012 application by Overland Property Group to build a low income qualified housing development of 64 units in the City of BURKBURNETT known as Saddle Brook Apartment Homes; and

WHEREAS, Overland Property Group intends to submit a joint application to the Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership (HOME) Program Funds for Saddle Brook Apartment Homes in Burkburnett, Texas; and

WHEREAS, §50.9(b)(5) of TEXAS Administrative Code, which give Housing Tax Credits points for the commitment of development funds by the Unit of General Local Government, states that the TDHCA HOME Program funds will not qualify for points in this category "unless a resolution is submitted with the application from the Governing Body of the Unit of General Local Government authorizing the Applicant to act on behalf of the Unit of General Local Government in applying for HOME Program Funds from TDHCA for the particular application"; and

WHEREAS, there is a need for affordable rental housing in the City of Burkburnett, Texas.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT TEXAS:**

That the Board of Commissioners of the City of Burkburnett is in support of the development of the Saddle Brook Apartment Homes in Burkburnett and appoints