



**Agenda**  
**Lucas Fire Control, Prevention, & EMS District**  
**May 7, 2015**  
**6:45 PM**  
**City Hall - Council Chambers**  
**665 Country Club Road**

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Notice is hereby given that a meeting of the Lucas Fire Control, Prevention, & Emergency Medical Services District will be held on Thursday, May 7, 2015, at 6:45 PM at the Lucas City Hall, 665 Country Club Road, Lucas, Texas, at which time the following agenda will be discussed.

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<b>Call to Order</b>
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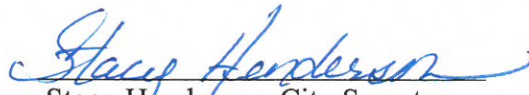
Call to Order  
Roll Call  
Determination of Quorum  
Reminder to turn off or silence cell phones

<b>Regular Session</b>
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- 1) Consider approval of the minutes from the September 18, 2014 Lucas Fire Control, Prevention, & EMS District meeting.
- 2) Consider Resolution R 2015-04-00430 approving an Interlocal Agreement between the City of Lucas and the Lucas Fire Control, Prevention and EMS District approving a service contract to provide for the effective operation of the District.
- 3) Consider Resolution R-2015-04-00429 of the Lucas Fire Control, Prevention & EMS District of the City of Lucas, Texas, amending the Fiscal Year Budget for 2014-2015.
- 4) Adjournment.

<b>Certification</b>
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*I hereby certify that the above notice of meeting was posted on the bulletin board at Lucas City Hall by 5:00 p.m. on or before Friday, May 1, 2015 as required in accordance with Government Code §551.041.*

  
Stacy Henderson, City Secretary

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

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Lucas Fire Control, Prevention, & EMS District  
September 18, 2014, at 6:45 PM  
City Hall - 665 Country Club Road

## Minutes

### Call to Order

President Wayne Millsap called the meeting to order at 6:45 p.m.

**Present/(Absent):**

President Wayne Millsap

Member Debbie Fisher

Member Steve Duke

Member Philip Lawrence (Absent)

Vice-President Kathleen Peele

Member Jim Olk

Member Rebecca Mark

**Staff Present:**

Secretary Kathy Wingo

City Manager Joni Clarke

City Attorney Joe Gorfida

Treasurer Liz Exum

Fire Chief Jim Kitchens

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

### Regular Session

- 1) Consider the minutes from the September 4, 2014 Lucas Fire Control, Prevention, & EMS District meeting.

**MOTION:** Vice-President Kathleen Peele made a Motion to approve the September 4, 2014 Lucas Fire Control, Prevention, & EMS District meeting minutes. Member Steve Duke seconded the Motion. Motion carried. Vote: 6-0.

- 2) Consider **Resolution # FD R-2014-09-00423** of the Lucas Fire Control, Prevention & EMS District of the City of Lucas, Texas, adopting the budget for Fiscal Year Budget beginning October 1, 2014 and ending September 30, 2015.

**MOTION:** Member Debbie Fisher made a Motion to approve **Resolution # FD R-2014-09-00423** of the Lucas Fire Control, Prevention & EMS District of the City of Lucas, Texas, adopting the budget for

Fiscal Year Budget beginning October 1, 2014 and ending September 30, 2015. Member Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

**Voting AYE:** Member Debbie Fisher, Member Jim Olk, Member Steve Duke, Member Rebecca Mark, Vice-President Kathleen Peele, and President Wayne Millsap.

**Voting NAY:** None.

**Absent:** Member Philip Lawrence.

3) Adjournment.

**MOTION:** Member Jim Olk made a Motion to adjourn the meeting at 6:48 p.m. Member Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

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Wayne Millsap  
President

ATTEST:

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Kathy Wingo, TRMC, MMC  
Secretary

## **RESOLUTION R 2015-04-00430**

### **[Approving Interlocal Agreement]**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LUCAS FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT (“DISTRICT”), APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF LUCAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 344 of the Texas Local Government Code authorize local governments and special districts to contract with each other and provide services and governmental functions; and

**WHEREAS**, the Board of Directors of the Fire Control, Prevention, and Emergency Medical Service District has been presented with a proposed Interlocal Agreement by and between the City of Lucas, Texas and the Lucas Fire Control, Prevention and Emergency Medical Services District (“Interlocal Agreement”) for the purpose of funding equipment and operation costs including providing Fire Safety and Emergency Medical Service Programs within the corporate limits of the District and City of Lucas; and

**WHEREAS**, upon full review and consideration of the Interlocal Funding Agreement and all matters related thereto, the Board of Directors is of the opinion and finds that the terms and conditions thereof should be approved, and that the President should be authorized to execute the Interlocal Funding Agreement on behalf of the District;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LUCAS FIRE CONTROL, PREVENTION AND EMERGENCY SERVICES DISTRICT, THAT:**

**SECTION 1.** the Interlocal Agreement by and between the Lucas Fire Control, Prevention, and Emergency Medical Services District and the City of Lucas, which is attached hereto as Exhibit “A”, is hereby approved; and, the President is hereby authorized to execute said Interlocal Agreement.

**SECTION 2.** this Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the Board of Directors of the Lucas Fire Control, Prevention and Emergency Medical Services District, on the 7th day of May, 2015.

**APPROVED:**

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Wayne Millsap, President

**ATTEST:**

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Board of Directors Secretary  
(TM71375)

**EXHIBIT "A"**  
**INTERLOCAL FUNDING AGREEMENT**



THE STATE OF TEXAS

COUNTY OF COLLIN

§ Interlocal Agreement by and between the City  
§ of Lucas, Texas and the Lucas Fire Control  
§ Prevention and Emergency Medical Services  
District

This Interlocal Agreement ("Agreement") is made and entered into by and between the City of Lucas, Texas ("City") and the Lucas Fire Control, Prevention and Emergency Medical Services District, a Special Services District as authorized by Texas law ("District"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives:

**WHEREAS**, the City is a Texas Home Rule Municipality located in Collin County, Texas, and

**WHEREAS**, the citizens of the City have by Special Election approved the creation of a Special Service District for Fire Control, Prevention and Emergency Medical Services within the City, and

**WHEREAS**, the Board of Directors of the District desires to enter into an Interlocal Agreement with the City for the purposes of funding equipment and operation costs including the providing of Fire Safety and Emergency Medical Service Programs within the corporate limits of the City and boundaries of the District; and

**WHEREAS**, the City Council desires to utilize such funds for providing emergency medical services and fire control and prevention services to the citizens within the territorial limits of the District; and

**WHEREAS**, the Parties agree that the use of such tax sales collected under Chapter 321 of the Texas Tax Code is for the purposes of paying for such Fire Control, Prevention, and Emergency Medical Services.

Chapter 791 of the Texas Government Code authorizes local governments and special Districts to contract with each other and provide services and governmental functions.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereby agree as follows:

**Article I**  
**Term**

1.1 The term of this Agreement shall be from October 1, 2015 through September 30, 2016 ("Initial Term"). Thereafter, this Agreement shall automatically renew on October 1 of each year for additional one (1) year terms (each a "Renewal Term") unless otherwise terminated by either Party as provided herein.

## **Article II**

### **Obligations of the Parties**

#### **2.1     Obligations of the District:**

The District Board of Directors shall cause the sales tax proceeds that result from the imposition of the one-quarter percent sales tax and shall cause the same to be collected and maintained in a separate account, administered by the City.

#### **2.2     Obligations of the City:**

- A.     The City shall fund, maintain and operate emergency fire suppression, control and emergency medical services within the corporate limits of the City and within the boundaries of the District. The City agrees to participate in the budget and planning process described in this Agreement and to apply any and all funds received by the City from the District, as set forth in the District's adopted budget and within the public purposes of Fire Prevention, Control, and Emergency Medical Services.
- B.     The City shall provide adequate staff and other administrative resources to implement any and all projects, programs and services identified in its annual budget and within the provisions of its Home Rule Charter. The City shall provide necessary and related support to the District including, and without limitation, administrative staffing, financial management services, legal services, contracts and other similar support for District activities within the provisions of the law. The District shall not contract for the implementation of any projects, services, or purchase of equipment or materials with any other person other than the City. Nothing contained in this section shall affect the authority of the City to implement projects, programs and services funded by the District and provisions regarding the Fire Suppression and Control Services, Emergency Management services shall remain the sole discretion of the City Council and City Manager in accordance with the Home Rule Charter.
- C.     The reasonable costs of staffing and support shall be reported to the District at least annually and may be included as part of the District's annual budget.

#### **2.3     Budget Obligations of the Parties:**

- A.     The City shall include within its annual budget a sub-fund showing the revenues from the District which support the projects, programs and services necessary to provide the fire and emergency service requirements of the City in its annual approved and adopted budget. The City shall continue to allocate all revenues in accordance with state law and the City's Home Rule Charter for the District for such services. The City



Council shall approve the District's budget and any oversight necessary in accordance with the City's normal budget process in this Agreement. The City shall keep the books and records that are necessary to ensure the proper expenditure of all the funds received for the Fire Control, Prevention, and Emergency Medical Service purposes, and in accordance with this Agreement, state law and City ordinance.

- B. The District shall annually by August 1 of each calendar year submit a proposed budget of the annual anticipated revenues from October 1 through September 30 of the following year, and provide for an allocation of such revenues in the budget to fund the City's Fire Control, Prevention, and Emergency Management operation including facilities, equipment, staffing and administrative expenditures.

### **Article III Termination**

3.1 This Agreement shall be terminated or expire as follows:

- A. This Agreement may be terminated by either Party upon notice of One Hundred-Eighty (180) calendar days prior to September 1st of each year. A final reconciliation of costs, payments, and current report activities shall be completed by the City within such period following notice by either Party.
- B. Unless earlier terminated by either Party, this Agreement shall expire on the date that the District is dissolved in accordance with provision of state law. Upon dissolution of the District, it is the intent of the Parties that all assets be turned over to the City.

### **Article IV Miscellaneous**

4.1 It shall be the City's obligation to acquire the necessary facilities, equipment, staffing, and provide for administrative services to operate its Fire Control, Prevention and Emergency Medical Services of the City. The City's obligation shall be the sole responsibility of the City to provide such services to the citizens within the City's corporate limits and within the boundaries of the District. All property, either real or personal, shall remain the sole property of the City and nothing construed by this Agreement shall constitute any co-ownership or control over the facilities, equipment, staffing, and administrative responsibilities of the Lucas Fire and Rescue department of the City.

4.2 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the

Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

4.3 Government Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in state court in Collin County, Texas.

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

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

4.6 Authority. The undersigned officers of the Parties by executing said document acknowledge that they and/or their respective government bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

4.7 Indemnification. To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

4.8 Amendment. This Agreement shall not be amended or modified other than by written agreement signed by the Parties.

*(signature page to follow)*

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Lucas, Texas**

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

**Attest:**

By: \_\_\_\_\_  
Stacy Henderson, City Secretary

**Approved as to Form:**

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr.  
(04-29-15/71354)

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Lucas Fire Control, Prevention and Emergency  
Medical Services District**

By: \_\_\_\_\_  
Wayne Millsap, President

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

## **RESOLUTION R-2015-04-00429**

### **[Amendment of Fiscal Year Budget for FY 2014-2015]**

**A RESOLUTION OF THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT OF THE CITY OF LUCAS, TEXAS, AMENDING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an amendment to the annual budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, has been duly created by the financial office of the City of Lucas, Texas, on behalf of the Fire Control, Prevention and Emergency Medical Services District of the city of Lucas (the "District") in accordance with Chapter 344.203 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Lucas also serves in the capacity as the Board of Directors of the District; and

**WHEREAS**, after full and final consideration, it is the opinion of the Board of Directors of the District that the 2014-2015 fiscal year budget as hereinafter set forth should be amended.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT:**

**SECTION 1.** That the proposed budget amendment of the revenue and expenditures necessary for conducting the affairs of the District for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as submitted to the City Council by the Board of Directors, attached hereto as Exhibit "A", be and the same is hereby adopted as the budget of the District for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

**SECTION 2.** That the expenditures during the fiscal year beginning October 1, 2014, and ending September 30, 2015, shall be made in accordance with the budget amendment approved by this resolution unless otherwise authorized by a duly enacted resolution of the District and approved by the City council of the City of Lucas pursuant to Section 344.205 of the Local Government Code.

**SECTION 4.** Upon approval of the budget amendment the Board shall submit the budget to the City of Lucas Finance Department.

**SECTION 5.** All resolutions of the District in conflict with the provisions of this resolution be, and the same are hereby, repealed; provided, however, that all other provisions of

said resolution not in conflict with the provisions of this resolution shall remain in full force and effect.

**SECTION 6.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

**SECTION 7.** This resolution shall take effect immediately from and after its passage as the law in such cases provides.

**DULY PASSED** by the Board of Directors of the District on this the 7<sup>th</sup> day of May, 2015.

**APPROVED:**

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Wayne Millsap, President

ATTEST:

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Stacy Henderson, City Secretary

Lucas Fire Control, Prevention & EMS District

Amended Budget for Fiscal Year

2014-2015



15 -FIRE DISTRICT  
FIRE DISTRICT

DEPARTMENTAL REVENUES/ EXPENDITURES	2014-2015 FISCAL YEAR BUDGET	MID-YEAR ADJS	2014-2015 FISCAL YEAR BUDGET REVISED	2014-2015 YTD ACTUAL AS OF 3/31/15	Description
<b>REVENUES</b>					
4101-300 SALES TAX - FIRE DISTRICT	275,000.00	(69,000.00)	206,000.00	85,822.00	Adj for 2 month delay in sales
TOTAL REVENUES	275,000.00	(69,000.00)	206,000.00	85,822.00	tax collections
<b>TOTAL FIRE DISTRICT REVENUE</b>	<b>275,000.00</b>	<b>(69,000.00)</b>	<b>206,000.00</b>	<b>85,822.00</b>	
<b>REIMBURSEMENTS &amp; SERVICES</b>					
6500-998 SERVICE CONTRACT-TRANSFER	211,355.72	(40,000.00)	171,355.72		Adj for 2 month delay in sales
6500-999 REIMBURSEMENT - TRANSFER	34,370.00		34,370.00		tax collections
TOTAL REIMBURSEMENTS & SERVICES	245,725.72	(40,000.00)	205,725.72	-	
<b>TOTAL FIRE DISTRICT EXPENSE</b>	<b>245,725.72</b>	<b>(40,000.00)</b>	<b>205,725.72</b>	<b>-</b>	
<b>NET REVENUE LESS EXPENDITURES</b>	<b>29,274.28</b>	<b>-</b>	<b>274.28</b>	<b>85,822.00</b>	