



AGENDA

City of Lucas
City Council Regular Meeting
November 19, 2015
7:00 PM
City Hall – Council Chambers
665 Country Club Road – Lucas, Texas

Notice is hereby given that a City of Lucas Regular City Council Meeting will be held on Thursday, November 19, 2015 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Call to Order

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

Citizen Input

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

1. Citizen Input (**Mayor Jim Olk**)

Community Interest

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. Community Interest (**Mayor Jim Olk**)

Consent Agenda

All items listed under the consent agenda are considered routine and are recommend 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. Consider approval of the minutes of the November 5, 2015 City Council meeting. (**City Secretary Stacy Henderson**)

4. Consider authorizing the City Manager to enter into Amendment No. 8 of an Interlocal Agreement between the City of Lucas and Collin County for the use of Animal Shelter Facilities for a period of one (1) year ending September 30, 2016. **(City Secretary Stacy Henderson)**
5. Consider authorizing the City Manager to enter into Amendment No. 8 of an Interlocal Agreement between the City of Lucas and Collin County for Animal Control Services for a period of one (1) year ending September 30, 2016. **(City Secretary Stacy Henderson)**
6. Consider authorizing the Mayor to enter into a Development Agreement between the City of Lucas and Goose Real Estate Inc., for a parcel of land situated in the Calvin Boles Survey, ABS Number 28 also known as Lots 1-9 of the Ford Cattle Ranch being 67.0300 acres. **(Development Services Director Joe Hilbourn)**

Regular Agenda

7. Consider approving Resolution R-2015-11-00441 and cast votes for the Collin Central Appraisal District Board of Directors. **(City Secretary Stacy Henderson)**
8. Discuss a presentation by Ryan Combs representing Palladium Group proposing a retirement community as part of the Hunt Property located on FM 1378. **(Development Services Director Joe Hilbourn)**
9. Consider an appointment to the Parks and Open Space Board for a vacant Alternate position. **(City Secretary Stacy Henderson)**
10. Discuss and consider the City of Lucas participation in the Texas Emergency Services Retirement System as it relates to volunteer firefighters. **(City Manager Joni Clarke)**

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

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

Certification

I 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 13, 2015.

Stacy Henderson, City Secretary

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



City of Lucas Council Agenda Request November 19, 2015

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizen Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request November 19, 2015

Requester: Mayor Jim Olk

Agenda Item:

Community Interest:

There are no Community Interest items scheduled for this meeting.

Background Information:

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request November 19, 2015

Requester: City Secretary Stacy Henderson

Agenda Item:

Consent Agenda:

3. Consider approval of the minutes of the November 5, 2015 City Council meeting.
4. Consider authorizing the City Manager to enter into Amendment No. 8 of an Interlocal Agreement between the City of Lucas and Collin County for the use of Animal Shelter Facilities for a period of one (1) year ending September 30, 2016.
5. Consider authorizing the City Manager to enter into Amendment No. 8 of an Interlocal Agreement between the City of Lucas and Collin County for Animal Control Services for a period of one (1) year ending September 30, 2016.
6. Consider authorizing the Mayor to enter into a Development Agreement between the City of Lucas and Goose Real Estate Inc., for a parcel of land situated in the Calvin Boles Survey, ABS Number 28 also known as Lots 1-9 of the Ford Cattle Ranch being 67.0300 acres.

Background Information:

Agenda Item No. 4:

This contract amendment is for a one year period expiring on September 30, 2016 in the amount of \$14,970.00. This amount is budgeted and has not increased from last year.

Agenda Item No. 5:

This contract amendment is for a one year period expiring on September 30, 2016 in the amount of \$19,030.00. This amount is budgeted and has not increased from last year.

Agenda Item No. 6

At the request of City Council at the November 5, 2015 City Council meeting, the condition related to allowing accessory structures has been removed from the Development Agreement.

Attachments/Supporting Documentation:

1. Minutes of the November 5, 2015 City Council meeting.
2. Interlocal Agreement with Collin County for use of Animal Shelter Facilities.
3. Interlocal Agreement with Collin County for Animal Control Services.
4. Goose Real Estate Development Agreement



Item No. 03-04-05-06

City of Lucas Council Agenda Request November 19, 2015

Requester: City Secretary Stacy Henderson

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the Consent Agenda.

Motion:

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



**City of Lucas
City Council Meeting
November 5, 2015
5:50 PM**

City Hall - 665 Country Club Road – Lucas Texas

Minutes

Call to Order

Mayor Olk called the meeting to order at 5:50 p.m.

Council Members Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Debbie Fisher
Councilmember Philip Lawrence (*arrived at 6:50pm*)
Councilmember Tim Baney
Councilmember Wayne Millsap (*arrived at 6:56pm*)

Staff Present:

City Secretary Stacy Henderson
City Attorney Joe Gorfida
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Finance Director Liz Exum

Council Member Absent:

Councilmember Steve Duke

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

Executive Session Conference Room

The City Council may convene in a closed Executive Session pursuant to Chapter 551.074 of the Texas Government Code (Personnel Matters).

- 1. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss existing Board of Adjustment membership and conduct interviews for appointments to the Board of Adjustment.**

Mayor Olk announced that the City Council would convene into Executive Session at 5:51pm to conduct interviews for appointments to the Board of Adjustment. Applicants were brought into executive session at staggered times to conduct interviews with the City Council.

- 2. Reconvene into Regular Session and take any action necessary from the Executive Session.**

The City Council reconvened into the Regular Session at 7:33pm.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to appoint Adam Sussman to the Alternate 1 position on the Board of Adjustment and Tommy Tolson to the Alternate 2 position on the Board of Adjustment. The motion passed unanimously by a 6 to 0 vote.*

Citizen Input

3. Citizen Input

There was no citizen participation.

Community Interest

4. Community Interest Items.

Councilmember Baney announced that the Parks and Open Space Board was hosting a Water Conservation class on Saturday, November 14 from 2:00 to 4:00pm at the Community Center.

Councilmember Fisher discussed the display in the Council Chambers related to the history of Lucas and that the items would be on display during the month of December and at the Country Christmas event on December 4 at 7:00pm.

Mayor Olk read a proclamation from Senator Taylor that was received as part of the 2015 Founders Day event.

Consent Agenda

- 5. Consider approval of the minutes of the October 15, 2015 City Council meeting.**
- 6. Consider authorizing the City Manager to enter into a Lease Agreement between the City of Lucas and Family Promise of Collin County for a period of one year ending November 30, 2016 with renewals of successive one year terms on December 1st of each year unless terminated.**
- 7. Consider adopting Ordinance 2015-11-00824 granting to Atmos Energy Corporation, a Texas and Virginia corporation franchise to construct, maintain, and operate pipelines and equipment in the City of Lucas for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes.**

Mayor Pro Tem Peeled asked that the word “natural gas” be added to the Atmos Energy agreement.

Mayor Olk asked that Agenda Item No. 7 be removed from the Consent Agenda for discussion.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve Agenda Items 5 and 6 on the Consent Agenda. The motion passed unanimously by a 6 to 0 vote.*

Regular Agenda

- 7. Consider adopting Ordinance 2015-11-00824 granting to Atmos Energy Corporation, a Texas and Virginia corporation franchise to construct, maintain, and operate pipelines and equipment in the City of Lucas for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes.**

Mayor Olk wanted to ensure that the franchise agreement requires Atmos to comply with all city regulations and that in an emergency situation the City would be able to turn off the gas if needed.

Mr. Gorfida stated that the franchise agreement does require that Atmos comply with all city regulations but it does not address emergency situations. Mr. Gorfida stated that he would need to discuss that matter with Atmos Energy.

The Council discussed the commercial areas where the franchise agreement would be in effect and the financial impact if any regarding work in the right of way.

No action was taken on this item. It will be brought back to the City Council at a later time once the City Attorney has the information needed.

- 8. Discuss the city-wide replacement of water registers and associated utility billing and provide staff direction or further recommendations.**

Mayor Olk gave a presentation regarding water register replacement and utility billing. He discussed water register failures that occurred between 2010 and 2014 and in 2015 the City began replacement of all water registers. Mayor Olk discussed estimates to water bills that had occurred because of register failures and the water restrictions in place during that time. Mayor Olk also discussed the water purchased by the City from the NTMWD in 2015 was much greater than the year before. He also stated that Staff had received approximately 400 complaints regarding high water bills.

Mayor Olk and the City Council discussed credits that had been given to customers to date as well as funds lost due to water consumption not being accounted for. The Council also discussed estimating that had occurred on accounts and staff's efforts to rectify the situation through adjustments, testing meters and monitoring accounts for usage.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Baney to waive late fees for the November billing cycle and reinstate late fees for the December billing cycle. The motion passed unanimously by a 6 to 0 vote.*

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to reinstate service fees effective with the November billing cycle. The motion passed unanimously by a 6 to 0 vote.*

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence that no other adjustments be made to accounts unless the bill was calculated incorrectly. The motion passed unanimously by a 6 to 0 vote.*

9. Provide direction to the City Manager regarding the need to paint the McGarity water tower.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Millsap to direct Verizon to repaint the word Lucas on the water tower. The motion passed unanimously by a 6 to 0 vote.*

10. Consider adopting Ordinance 2015-11-00825 amending Chapter 12 of the Code of Ordinances titled “Traffic and Vehicles” by adding Article 12.05 titled “Stopping, Standing, and Parking” for the purpose of prohibiting parking along various roadways.

Councilmember Lawrence stated he was in favor of the ordinance except for the section related to towing.

MOTION: *A motion was made by Councilmember Lawrence, seconded by Mayor Pro Tem Peele to approve Ordinance 2015-11-00825 amending Chapter 12 of the Code of Ordinances titled Traffic and Vehicles and removing Section 12.05.002 related to towing. The motion passed unanimously by a 6 to 0 vote.*

11. Consider authorizing the Mayor to enter into a Development Agreement between the City of Lucas and Goose Real Estate Inc., for a parcel of land situated in the Calvin Boles Survey, ABS Number 28 also known as Lots 1-9 of the Ford Cattle Ranch being 67.0300 acres.

Development Services Director Joe Hilbourn gave presentation discussing items within the development agreement related to allowing accessory structures, road maintenance on roadways surrounding the subdivision and reimbursement to the developer for the cost of road improvements up to the amount of impact fees.

James Roberts, President of Goose Real Estate, Inc., stated the accessory buildings would be similar to a barn for housing of horses or boats.

The City Council discussed the requirements for accessory buildings and imposing limitations related to the use of the accessory building.

Councilmember Millsap stated he did not want to set a precedent going forward with other proposed subdivisions.

The City Council discussed issues surrounding accessory buildings.

Joe Gorfida, City Attorney, stated the option to allow construction of accessory buildings prior to the main structure could be removed and require the main structure be in accordance with R-2 zoning and conceptual site plan requirements.

The City Council asked the City Attorney to amend the development agreement removing the option to allow accessory structures. No action was taken and will be brought back to City Council at a later time.

12. Discuss and give staff direction regarding amendments to Chapter 10 of the Code of Ordinances Subdivision Regulations including optional land studies, adding road types to match the Master Thoroughfare Plan, changing the location of the Fee Schedule to Appendix C of the Code of Ordinances and adding requirements pertaining to OSSF.

Mayor Olk suggested the following changes be made to Chapter 10:

- Consistent language related to development services director
- Refer to wastewater systems, not sanitary sewer system
- Information related to storm sewers
- Non-operational homeowners associations

No action was taken on this item, Staff will make changes and bring back to the City Council.

13. Discuss and provide direction to staff regarding declaring December as Lucas History Month.

Councilmember Fisher discussed the historical displays in the Council Chambers related to the history of Lucas. She stated that the items would be on display in the Council Chambers during the month of December and as part of the Country Christmas festivities on December 4.

Mayor Olk stated that would like to memorialize Lucas History Month by resolution at the December 3, 2015 City Council meeting.

14. Consider selecting a date for the 2016 Founders Day event.

The City Council was in agreement selecting the date of October 22, 2016 for the 2016 Founders Day event.

15. Adjournment.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Mayor Olk to adjourn the meeting at 9:20pm. The motion passed unanimously by a 6-0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

TERMS:

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

2. **Parties.** The Parties to this Agreement ("Parties") are Collin County and the City of Lucas.

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

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

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

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

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

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

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

14. **Miscellaneous**

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

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

For Collin County, Texas:

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

For the City of Lucas, Texas:

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

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

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

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

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

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

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

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

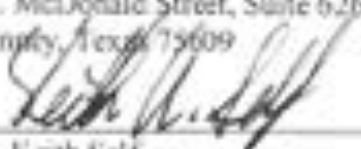
14.12 Modification. If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

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

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

DATED to be effective this the 6th day of December, 2007.

COLLIN COUNTY, TEXAS
210 S. McDonald Street, Suite 626
McKinney, Texas 75069

BY: 
Keith Self

TITLE: County Judge

DATE: 11/11/08

CITY OF LUCAS, TEXAS
151 Country Club Road
Lucas, Texas 75002-7663

BY: 
Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007



ATTEST: Georgia D. Dreyfus

TITLE: Administrative Secretary

ATTEST: Kathy Wingo

TITLE: City Secretary

Animal Shelter - Scope of Services

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



Contract Amendment Eight (8)

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

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

Effective Date 10/01/2015
Contract No. 10095-09
Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.:		<u>2008-007-01-08</u>
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2008-881-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-582-08-10</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2010-829-10-11</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2011-677-09-19</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2013-011-01-07</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2013-936-11-11</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2014-987-12-15</u>
Contract Amendment No.:	<u>8</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents. Agreement shall be in effect from October 1, 2015, continuing through and including September 30, 2016.

Total amount for fiscal year 2016: \$ 19,030.00

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

ACCEPTED BY:

CITY OF LUCAS

665 Country Club Road

Lucas, TX 75002

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

SIGNATURE
TITLE: _____
DATE: _____

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services ("Agreement") is entered into by and between Collin County, Texas (sometimes referred to herein as the "County") and the City of Lucas (sometimes hereinafter referred to as "City Party" or "City" or "Party") through their duly authorized officers and/or governing boards. This Agreement shall be effective on the date when approved and executed by both Parties hereto ("Effective Date").

RECITALS

WHEREAS, the County is authorized to provide animal control services within the County, including but not limited to vaccination of animals, reporting of human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, prohibition of dogs running at large and of inhumane treatment of animals, and other related services; and to prescribe penalties for violation of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health & Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the City Party to this Agreement is separately authorized to provide animal control services pursuant to Chapters 822, 825 and 826 of the Texas Health & Safety Code, in addition to such authority that may be granted under their home-rule charters (as applicable); and

WHEREAS, pursuant to their authority as vested by the Interlocal Cooperation Act, ch. 791 Texas Government Code, the County and City Party have agreed to cooperate in the provision of animal control services to residents of the City Party; and

WHEREAS, the County and City Party seek to set forth in this Interlocal Agreement their respective obligations, responsibilities and duties regarding certain animal control services covered by this Agreement; and

WHEREAS, each Party to this Agreement represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its municipal charter. Further, each Party represents and warrants that any compensation to be made to any other Party as set forth in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described herein, and are made from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are

hereby acknowledged, the Parties do hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

2. **County Obligations.** In consideration for the promises of the City Party and payment of the sums hereinafter set forth, the County agrees to perform those animal control services as are expressly set forth in the documents entitled "Scope of Services" which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. **City Obligations.** In consideration for the performance of the animal control services detailed in Exhibit "A" by County, City agrees to:

3.1 make payment to the County in the respective amounts as set forth in the spreadsheet attached as Exhibit "B" hereto from funds appropriated in the current fiscal year budget of such Cities. City's payment shall be made on a quarterly basis to the County during the term of this Agreement and any renewal terms, with the first quarterly payment to be made within ten (10) days from the receipt of an invoice from the County, such invoice expected to be issued approximately thirty (30) days prior to the completion of the new County Animal Shelter. It is anticipated that the County Animal Shelter will be completed in June 2006. City agrees that any payment due to the County hereunder which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Section 2252.025, Tex. Gov't Code) from the date due until paid;

3.2 pay the sum of SIXTEEN THOUSAND FOUR HUNDRED AND THIRTY DOLLARS AND NO CENTS (\$16,430.00) for Animal Control Services for FY08. (The Animal Control fee amount for each subsequent fiscal year will be sent to the City no later than 90 days before the end of the fiscal year in the form of a statement accompanied by a renewal contract that must be signed and returned no later than 60 days before the end of the fiscal year).

3.3 amend their animal control Ordinances as necessary to conform such Ordinances with the services outlined in Exhibit "A" hereto (including the duly adopted animal control policies established by the County), so as to avoid any conflict with the terms of this Agreement.

4. **City Rights Preserved.** Nothing in this Agreement shall divest, diminish or affect the City Party's authority to issue notices of violations and court citations for alleged violations of City Ordinances, however City delegates to County the authority to perform the animal control services described in Exhibit "A" hereto on the City's behalf and as the City's agent in the provision of such services.

5. **Term/Renewal Terms.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless terminated earlier as provided in this Agreement or

by law. Unless terminated in accordance with this Agreement or by law, upon expiration of the initial term, this Agreement shall renew automatically for renewal terms of one (1) year upon the same terms and conditions, subject to the Parties' right to terminate due to the failure of their governing boards to appropriate funds in amounts sufficient to compensate the County for the continuation of the services described in Exhibit "A". Prior to each renewal of this Agreement, the County shall prepare and circulate a new budget and cost-sharing spreadsheet indicating the proposed cost to each City for continued participation in this Agreement for animal control services. Prior to or on the renewal date(s), each City shall make its quarterly payment to the County for the continuation of animal control services for the renewal term. The remaining terms and conditions of this Agreement shall continue in force and effect unless amended by the Parties in the manner set forth herein.

6. **Animal Control Account.** The County shall designate, create and maintain an account within its financial records and accounts for purposes of reflecting the payments made by the City Parties in connection with this Agreement, as well as the disbursements made by the County in connection with the animal control services provided to the City Party as more fully described in Exhibit "A"; however, no City shall have any right to a refund of any amount paid to County for the animal control services provided by County except as set forth in section 9.3 herein.

7. **County Records.** The County shall keep such books and records as is necessary to fully and accurately account for the deposit and disbursement of funds from the Animal Control Account as well as the services provided by County as set forth in Exhibit "A" which shall be made available to any Party upon request.

8. **Notice of Nonappropriation.** If, for any fiscal year, City's governing board fails to appropriate funds in amounts sufficient to pay the County for the performance of its obligations under this Agreement such City shall promptly give notice to the other Parties of the nonappropriation of funds. City shall make a reasonable effort to ensure that funds are appropriated to fully perform on its obligations as set forth in this Agreement. City shall endeavor to provide the other Parties with at least one hundred twenty (120) days notice of its intent not to appropriate the necessary funds for the City's performance of its obligations under this Agreement.

9. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.

9.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.

9.2. **For Nonappropriation of funds.** If Party fails to appropriate the funds necessary to for such Party's performance of its obligations under this Agreement and such nonappropriation cannot be mitigated adequately by efforts of the County in adjusting its budget for continued performance of animal control services, the County may cease the provision of animal control services to the City Party thereby terminating this Agreement. In

such event, the County shall provide Party with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused through any Party's nonappropriation of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the provision of animal control services on the City Parties' behalf.

9.3 By the County. The County may terminate this Agreement with reasonable advance written notice to the City Party of its intent to do so in the event the costs and expenses of providing such services exceeds and/or is reasonably forecasted to exceed by Twenty-Five percent (25%) or greater the aggregate payments provided by the City Party and the County for such services as such amounts are referenced in the spreadsheet attached Exhibit "B" hereto. Likewise, the County shall have the right to terminate this Agreement during any renewal terms in the event the costs and expenses to the County for providing such services exceed and/or is reasonably forecasted to exceed by Twenty-Five percent (25%) or greater the then applicable budget for the provision of such services during such renewal term. In the event the County exercises its rights to terminate this Agreement under this section and County is in possession of unexpended payments contributed by the City Party, then after County has absorbed those expenses necessary in reducing its workforce and other termination-related expenses, the County shall, within a reasonable time, refund to the City Party the unspent portion of their payments on a pro rata basis in proportion to the amounts paid by City, respectively, for services during such term.

9.4 By a City. City may terminate this Agreement: 1) for cause in the event the County fails to perform any of its obligations as set forth herein, including the scope of services listed in Exhibit "A" after providing written notice to the County and a reasonable opportunity to cure such defect in performance; and/or 2) due the City's failure to appropriate funds in amounts sufficient to meet its obligations hereunder.

10. **Additional Rights Upon Default.** Following exhaustion of the dispute resolution process set forth in section 11 below, this Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party for damages incurred as a result of such breach. The successful Party in such litigation shall be entitled to a recovery of its costs and attorneys' fees.

11. **Dispute Resolution Process.**

11.1. Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").

11.1.1. Notice. The aggrieved Party shall notify the responding Party of the dispute, by way of a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

11.1.2. First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

11.1.3. Second Resolution Meeting. If the Parties' designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.

11.1.4. Successful Resolution. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties' respective governing boards. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

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

12. Miscellaneous.

12.1. Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

12.2. Administration of Agreement. The County shall administer this Agreement on behalf of the County. The City Council of Party City shall administer this Agreement on behalf of City. Each Party may designate a new administrator on written notice to the other.

12.3. Governing law. This Agreement shall be governed by the laws of Texas, without regard to the principles of conflict of laws.

12.4. Venue. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

12.5. Non-Assignability. A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

12.6. Notices. Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same in person to such Party, or to an officer of such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within 10 business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For the County:

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

For the City of Lucas, Texas:

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

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

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

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

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

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

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

12.11. Retention of Defenses. The Parties agree that, neither this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including claims related to the animal control services provided by County hereunder. Notwithstanding each Party's acknowledgment that this Agreement is duly authorized, validly existing and binding on all Parties hereto, the Parties agree that no Party has waived its sovereign immunity to the claims of third parties by entering into and performing its obligations under this Agreement.

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

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


12.14. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

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

DATED to be effective this the 6th day of December, 2007.

COLLIN COUNTY, TEXAS

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

BY: 
Keith Self

TITLE: County Judge

DATE: 1/11/08

ATTEST: 

TITLE: Administrative Secretary

CITY OF LUCAS, TEXAS

151 Country Club Road
Lucas, Texas 75002-7663

BY: 
Bill Carnickle

TITLE: Mayor

DATE: December 6, 2007

ATTEST: 

TITLE: City Secretary



EXHIBIT "A"

Animal Control – Scope of Services

- Normal Operating days/hours – 8a-5p M-F.
 - 3 Animal Control Officers - 6,240 hours per year less vacation, holiday, sick and administrative leave
 - 1 Animal Control Supervisor – 2,080 hours per year less vacation, holiday, sick or administrative leave
- 24 hour/7 day on-call services for emergencies. The following situations will be considered emergencies:
 - Any/all Fire and Police/Sheriff calls for assistance
 - Provide support to police/Sheriff personnel when called for assistance in cases that may include estrays. This includes all aspects from capture and impoundment to final disposition.
 - Personnel responding to stray calls shall be trained and equipped to handle euthanasia.
 - Gravely injured animal.
 - Vicious/dangerous animal.
 - Animal attack/bite against a human.
 - Livestock loose/Estray.
 - Suspicion of rabid animal.
- Response times: 45-minute response time to calls (measured from time of call to arrival on scene) – in general. Circumstances may arise to delay response time (i.e., inclement weather, prior calls, heavy call volume, travel to remote locations, etc.). If 45-minute response time cannot be met, the responding officer shall provide a reasonable estimated time of arrival. Maximum response time of 2 hours.
- Shall comply with the regulations contained in the most recently adopted Collin County Rabies/Animal Control Regulations Court Order (currently 96-117-02-26), most recently adopted Additional Provisions to the Rabies/Animal Control Regulations (currently 97-544-08-11), and the most recently adopted Prohibition of Possessing Wild Animals in Unincorporated Areas Court Order (currently 97-641-09-22 attachment A); and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes. Compliance shall include but not be limited to the regulations/codes listed.
- Enforce the most recently adopted Collin County Animal Control Regulations (currently 96-117-02-26, 97-544-08-11 and 97-641-09-22).
- Enforce Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes and definitions included in the Parks and Wildlife Code, Chapter 71.001. This shall include animals in the above statutes plus skunks, raccoons and snakes.
- Investigate and respond to all covered complaints.

- Enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges. Appear in Court as State's witness in all cases filed.
- As needed or required by law, perform humane destruction of animals in the field and removal of carcasses. Shall remain at scene with animal until verified destroyed.
- Submit any suspect animal's head to Department of State Health Services for rabies diagnosis, in the event of human contact.
- Capture of stray injured or aggressive animals as described in the most recently adopted Animal Control Ordinance and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes on a complaint basis.
- Provide monthly activity reports, per entity, showing activity of services provided during pervious month. Submit to each entity an annual audit report detailing services for the pervious twelve (12) month period, no later than March 31st of each year. The report shall include, but not be limited to, the following: date/time/destination of call, type of call, and any/all actions taken.

STATE OF TEXAS §
§ DEVELOPMENT AGREEMENT
COUNTY OF COLLIN §

This Development Agreement (“Agreement”) is executed this ____ 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.

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:

OWNER:

CITY OF LUCAS, TEXAS

GOOSE REAL ESTATE, INC.,
an Ohio corporation

By _____
Jim Olk
Mayor

By _____
James Roberts
President

Approved as to Form:

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

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of November, 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 §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of November, 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

EXHIBIT "A-2"
Legal Description

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS I, LOGAN FORD, am 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 out of the Calvin Dale Survey, Abet. 028 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 0322);

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 521.74 feet to an iron pin in the centerline of Winninghoff Road East (county road 0313) and being the Southeast corner of this tract;

THENCE North 88 deg. 00 min. West with the centerline of Winninghoff Road East a distance of 537.20 feet to an iron pin;

THENCE North 88 deg. 42 min. West with the centerline of Winninghoff Road East a distance of 2100 feet to an iron pin set in the centerline of Welborn Lane (county road 0318) 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 0322);

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. 58 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. 58 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 262.87 feet to the PLACE OF BEGINNING and containing 99.1416 acres of land.

EXHIBIT "B"
Conceptual Plan



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 Council Agenda Request November 15, 2015

Item No. 07

Requester: City Secretary Stacy Henderson

Agenda Item:

Consider approving Resolution R-2015-11-00441 and cast votes for the Collin Central Appraisal District Board of Directors.

Background Information:

The Collin Central Appraisal District has submitted the official ballot for their nominees to the Board of Directors. The City of Lucas is allotted six (6) votes which may be cast for one candidate or distribute the votes among any number of candidates listed.

The Collin Central Appraisal District ballot is attached along with a brief bio for each candidate.

Attachments/Supporting Documentation:

1. Resolution R-2015-11-00441, including Exhibit A Official Ballot.
2. Letter from Collin Central Appraisal District and Candidate Bios

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

I make a motion to approve Resolution R-2015-11-00441 and cast votes for _____
to the Collin Central Appraisal District Board of Directors.



RESOLUTION # R-2015-11-00441
[Collin Central Appraisal District Board Directors]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, CASTING A VOTE FOR THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Central Appraisal District of Collin County is charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin County Appraisal District; and

WHEREAS, the City of Lucas, Texas is entitled up to six (6) votes by an official resolution to cast votes for the Board of Directors of the Central Appraisal District of Collin County;

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

SECTION 1. That the City Council of the City of Lucas, Texas does hereby vote for the candidate(s) marked on Exhibit A as a member of the Board of Directors of the Central Appraisal District of Collin County.

SECTION 2. That this resolution shall become effective immediately from and after its passage.

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 19th day of November, 2015.

City Of Lucas, Texas

Jim Olk, Mayor

ATTEST:

Stacy Henderson, City Secretary



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: City of Lucas

NUMBER OF VOTES: 6

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM
BEGINNING JANUARY 1, 2016.

EARNEST BURKE _____ VOTES

RONALD CARLISLE _____ VOTES


WAYNE MAYO _____ VOTES

MICHAEL A. PIREK _____ VOTES

JOHN POLITZ _____ VOTES

GARY RODENBAUGH _____ VOTES

October 29, 2015


Bo Daffin, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2015.



Collin Central Appraisal District

October 29, 2015

Stacy Henderson, City Secretary
City of Lucas
665 Country Club Rd.
Lucas, TX 75002

RE: Board of Directors election, two-year term, beginning January 1, 2016

Dear Ms. Henderson:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their last name.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2015. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

A handwritten signature in black ink that reads "Bo Daffin".

Bo Daffin
Chief Appraiser

Enclosure

2016 - 2017
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

EARNEST BURKE	Nominated by Plano ISD. Resides in Plano, TX.
RONALD CARLISLE	Is a current board member and has served since 1/1994. Nominated by Frisco ISD. Resides in Frisco, TX.
WAYNE MAYO	Is a current board member and has served since 1/1998. Nominated by the City of Richardson, and the City of McKinney. Resides in Richardson, TX.
MICHAEL A. PIREK	Is a current board member and has served since 1/2015. Nominated by the City of Plano. Resides in Plano, TX.
JOHN POLITZ	Nominated by the City of Farmersville. Resides in Farmersville, TX.
GARY RODENBAUGH	Is a current board member and has served since 1/2001. Nominated by the City of Allen, and Allen ISD. Resides in Allen, TX.



City of Lucas Council Agenda Request November 19, 2015

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss a presentation by Ryan Combs representing Palladium Group proposing a retirement community as part of the Hunt Property located on FM 1378.

Background Information:

Palladium Group would like to design and develop a senior housing community with approximately 180 units with the architecture similar to the style that they have developed in the City of Van Alstyne. Elevations for that development are attached. Palladium Group is a high end developer and the concept they are proposing is compatible with the country feel of Lucas.

A retirement community is permitted by right unless the buildings exceed fifty thousand square feet, then a specific use permit is required unless the buildings are on separate lots. We currently have two separate companies looking to bring a retirement community to Lucas most likely using the same funding mechanism through the Housing Tax Credit program as administered by the Texas Department of Housing and Community Affairs. There is a limited amount of money available for senior housing and the two entities would be in competition for that funding.

Attachments/Supporting Documentation:

1. Elevations

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA







City of Lucas Council Agenda Request November 19, 2015

Item No. 09

Requester: Mayor Jim Olk

Agenda Item:

Consider an appointment to the Parks and Open Space Board for a vacant Alternate position.

Background Information:

Parks and Open Space Board member Jerry Straka has resigned from his Alternate Board member position. He was just newly reappointed on November 5, 2015 to the Parks and Open Space Board and his existing term expires in 2017. Attached is a board application listing with their preferences for City Council consideration.

Attachments/Supporting Documentation:

1. Board application listing

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

I make a motion to appoint _____ to the Parks and Open Space Board Alternate position.

Volunteer Board Application Listing

Name	Application Received Date	Board of Adjustment	Parks and Open Space Board	Planning and Zoning Commission	Comments
John Dunaway	07/26/2014			1	
Alan Grimes	07/28/2014			1	
Rick Thompson	07/30/2014	2	1	3	
Larry Essary	07/30/2014	3	2	1	
Tracy Fossler	08/20/2014	3	2		1st choice was City Council
Amin Bata	08/27/2014	2	3	1	
Janice Stebenne	09/15/2014	3	2	1	
Paul Rathgeb	06/09/2015	1	3	2	
Susan Dodia	10/05/2015	1	3	2	
William Esposito	10/14/2015		1		
Robin Ahmadi	10/19/2015	1	3	2	



City of Lucas Council Agenda Request November 19, 2015

Item No. 10

Requester: City Manager Joni Clarke

Agenda Item:

Discuss and consider the City of Lucas participation in the Texas Emergency Services Retirement System as it relates to volunteer firefighters.

Background Information:

The City of Lucas no longer wishes to participate in the Texas Emergency Services Retirement System. The City has a combination fire department (consisting of both paid and volunteer firefighters).

At a meeting of the TESRA Local Lucas Fire Department Volunteer Pension Board held on November 24, 2014, the Trustees concluded that the Texas Emergency Services Retirement System (TESRA) was not a viable option and an alternative pension plan needed to be considered. The Board discussed the need to make this benefit a recruiting tool to attract and retain qualified volunteers to maintain adequate staffing levels for the Lucas Fire Department. The Board proposed to the Lucas City Council a 457(e) Length of Service Award Program (LOSAP) and it was approved by City Council on April 2, 2015.

Michelle Jordan, Executive Director of the Texas Emergency Services Retirement System, indicated verbally to representatives of the City that we had no obligation to continue to make payments into this pension fund. The City included in its FY 15/16 budget funding for the LOSAP and did not appropriate any funds for TESRA. However, now Ms. Jordan has indicated that the City cannot withdraw from TESRA.

In consultation with our City Attorney, we requested that TML legal council evaluate whether or not the City of Lucas has a legal obligation to continue to pay into TESRA. Laura Mueller, Assistant general Counsel responded with the following:

“Thank you for your question. I do not think the city can withdraw based on current state law. This is what I found:

Sec. 862.001. PARTICIPATION BY DEPARTMENT. (a) The governing body of a department that performs emergency services may, in the manner provided for taking official action by the body, elect to participate in the pension system. A governing body shall notify the executive director as soon as practicable of an election made under this subsection. Except as provided by Subsection (b), an election to participate under this subsection is irrevocable.



City of Lucas

Council Agenda Request

November 19, 2015

Requester: City Manager Joni Clarke

(b) The governing body of a department that makes an election under Subsection (a) may terminate participation in the pension system not later than the fifth anniversary of the date of the election to participate, except that a department that begins participation after September 1, 2005, may not terminate that participation.

Upon further consultation with City Attorney Joe Gorfida, our remedies are limited but should the Council need legal advice, executive session is available.

Attachments/Supporting Documentation:

Available upon request:

1. Email from TML Legal
2. Pension System Contract
3. Texas Emergency Services Retirement System outstanding invoices
4. Email from Michele Jordon
5. December 4, 2014 Council Agenda Item
6. Lucas Volunteer Firefighter pension Board Meeting Agendas (last fiscal year)
7. April 2, 2015 Council Agenda Item
8. May 7, 2015 Council Agenda Item
9. September 3, 2015 Council Agenda Item

Budget/Financial Impact:

According to the Texas Emergency Services Retirement System, the following is owed and outstanding:

Invoice Date	Invoice No.	Amount
11/30/14	7890	\$4,620
2/28/15	8080	\$4,500
5/31/15	8268	\$4,500
8/31/15	8642	\$4,500
TOTAL		\$18,120

The current rate is \$60 per month per volunteer. This was not budgeted in the fiscal year 15/16 budget.

HR Manager Cheryl Meehan evaluated the outstanding invoices and removed one volunteer who is no longer with Lucas Fire Rescue. With this adjustment, the amount outstanding for fiscal year 14/15 is \$17,400 less a credit of \$3,830 is \$13,570 at the current rate of \$60 per month per volunteer. The amount outstanding for the current fiscal year is \$4,020.



City of Lucas Council Agenda Request November 19, 2015

Requester: City Manager Joni Clarke

Recommendation:

No Recommendation at this time

Motion:

N/A



City of Lucas Council Agenda Request November 19, 2015

Item No. 11

Requester: Mayor Jim Olk

Agenda Item:

Executive Session:

An Executive Session is not scheduled for this meeting.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA