



AGENDA

Lucas City Council Regular Meeting April 2, 2015 6:00 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, April 2, 2015 at 6:00 pm at the 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

Citizens' 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 at this time but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizens' Input.

Community Interest

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

2. Discussion and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature and discuss Senate Bill 343 that erodes the authority of Home Rule Municipalities. **[City Manager Joni Clarke]**

3. Presentation of Proclamation to Bobette Mauck of the Lucas Fire Department. [**Mayor Rebecca Mark**]
4. Student Presentations from Lovejoy ISD:
 - a. Katie and Lizzy Rosdorff – Veterinary Science
 - b. Brendan Dunleavy – Programming

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.

5. Consider adopting Ordinance 2015-02-00811 by amending the Code Of Ordinances by amending Chapter 2 titled “Animal Control” by amending Article 2.01 titled “General Provisions” by amending Section 2.01.001 Titled “Definitions” and amending Section 2.01.002 titled “Violations; Penalty” to set forth specific violations; by re-naming Article 2.02 to read “Caring For Animals” to set forth specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 Titled “Rabies Control” to Article 2.03. [**Development Services Director Joe Hilbourn**]
6. Consider adopting Ordinance 2015-01-00808 amending the Code of Ordinances by amending Chapter 3 titled “Building Regulations” by adding a new Article 3.19 titled “Fencing Requirements” to set forth fencing requirements. [**Development Services Director Joe Hilbourn**]
7. Consider adopting Resolution 2015-03-00425 opposing Senate Bill 343 and any other legislation which would erode the authority of a Home Rule Municipality. [**City Manager Joni Clarke**]
8. Consider approval of the minutes of the March 19, 2015 City Council meeting. [**City Secretary Stacy Henderson**]

Public Hearings

9. Consider approval of an application by Mary Feagin for a specific use permit for a self-storage facility on a parcel of land containing 4.417 acres situated in the William Snider survey, Abstract number 821, tract 32, and lot 1 of the SC Lucas Addition. [**Development Services Director Joe Hilbourn**]
 - a. Presentation by Development Services Director Joe Hilbourn
 - b. Conduct Public Hearing
 - c. Take action

Regular Agenda

10. Consider funding and scheduling of the following transportation infrastructure projects:
[Public Works Director Stanton Foerster, Finance Director Liz Exum]
- A. Estates Parkway/Rock Ridge Road Intersection
 - B. FM 1378 pavement maintenance including the Lucas Christian Academy two turn lanes
 - C. White Rock Creek Bridge construction
 - D. Country Club Road/W Lucas Road Intersection
 - E. W Lucas Road from Country Club Road to Angel Parkway
 - F. Lucas Road/Southview Drive Intersection
 - G. Parker Road from Murphy Road to SH 78
11. Consider prioritizing safety enhancements to Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation. **[Public Works Director Stanton Foerster, Finance Director Liz Exum]**
12. Consider the City of Lucas Volunteer Firefighter Pension Plan, redefined benefits and implementation for the qualified participants of the City of Lucas Fire Rescue Department. **[Human Resources Manager Cheryl Meehan]**
13. Consider providing input on the revision of the Lavon Lake Master Plan by the U.S. Army Corps of Engineers (USACE). **[City Manager Joni Clarke]**
14. Consider an Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services commencing on October 1, 2015. **[City Manager Joni Clarke]**

Executive Session

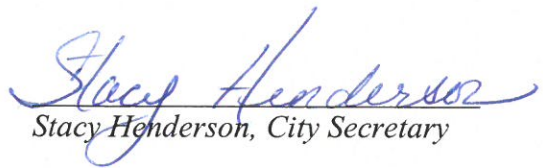
The City Council may convene in a closed Executive Session pursuant to Chapter 551.071 of the Texas Government Code.

An Executive Session is not scheduled for this meeting.

15. 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 75002-7651 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on Friday, March 27, 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 April 2, 2015

Item No. 01

Requester: City Secretary Stacy Henderson

Agenda Item:

Citizen Input

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A



City of Lucas
Council Agenda Request
April 2, 2015

Item No. 02 – 03 - 04

Requester: City Secretary Stacy Henderson

Agenda Item:

Items of Community Interest:

2. Discuss and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature and discuss Senate Bill 343 that erodes the authority of Home Rule Municipalities.
3. Presentation of Proclamation to Bobette Mauck of the Lucas Fire Department
4. Student Presentations from Lovejoy ISD:
 - Katie and Lizzy Rosdorff – Veterinary Science
 - Brendan Dunleavy – Programming

Background Information:

N/A

Attachments/Supporting Documentation:

1. Letter from Deputy Executive Director of TML to Senator Huffines
2. Senate Bill 343
3. Email forwarded from City Attorney
4. Proclamation to Bobette Mauck

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A



TEXAS MUNICIPAL LEAGUE

President **Nelda Martinez**, Mayor, Corpus Christi
Executive Director **Bennett Sandlin**

February 29, 2015

The Honorable Don Huffines
Texas Senate
P.O. Box 12068
Austin, Texas 78711-2068

Dear Senator Huffines:

I am writing on behalf of the Texas Municipal League to express our concerns with Senate Bill 343, which would upend the relationship between Texas cities and state government. Under the bill, city voters and locally-elected officials would have to get the state legislature's permission to enact any local ordinance, rule, or regulation.

Rather than pursue this legislation, we ask that you recognize that cities have to make decisions at the neighborhood level and not every neighborhood in a state of 26 million people is the same. That is why Texans recognize that there is a role for state government and a role for local government. Current law balances city authority to enact reasonable regulations to protect health and safety and property values with ensuring that the will of the local voters is heard and that our state's economy remains vibrant.

Many refer to current law by stating that "cities are creatures of the state." That's a true statement, but it's not entirely accurate. Without boring you with too many historical details, you should know that there are two types of cities in Texas: (1) general law; and (2) home rule. General law cities are purely creatures of the state legislature, but home rule cities are creatures of the Texas Constitution.

The approximately 800 general law cities might not be affected by your bill. These are cities under 5,000 inhabitants that can do only what the state legislature expressly authorizes them to do. In other words, your bill isn't needed to limit these cities because they already are limited.

The approximately 350 home rule cities would clearly be affected by your bill. Keep in mind that over 18 million Texans, which is approximately 75 percent of the state's population, live in these cities. The Texas Constitution (Article XI, Section 5) authorizes cities over 5,000 population to adopt – by election – a home rule charter. The charter grants the citizens of that city the power of self-government. These "home rule" cities can regulate however they choose, so long as not preempted by state or federal law from doing so. By approving the home rule amendment to the

Constitution in 1912, the voters of Texas approved the idea that larger cities don't need the state's "permission" to act.

Your bill would undo 100 years of home rule in Texas, and it is probably unconstitutional. That may indeed be the goal of your legislation, but please allow us to explain why eliminating home rule authority is bad public policy. Some might argue that home rule in Texas is a ruse because the state legislature so frequently preempts what home rule cities do. The status of home rule authority is academically debatable, but we posit a more practical need for it. That need relates to the checks and balances, the "process," that eventually leads to reasonable regulations. Rather than a blanket policy change, like S.B. 343 would enact, the home rule process leads to compromise.

Here are some examples of that compromise:

- In the 1960s, home rule cities could annex unilaterally, and some in the legislature believed that some cities were acting unreasonably. The Municipal Annexation Act was passed to limit how, when, and where home rule cities can annex. The authority wasn't simply taken away. It wasn't taken away because most legislators recognize that municipal annexation is crucial to the state's economy.
- In the 1980s, one home rule city adopted an ordinance prohibiting pit bulls in its city limits in response to a number of brutal incidents. The city was sued by dog owners, and the Texas Supreme Court upheld its home rule authority to prohibit specific breeds. The following legislative session, a law was passed to stop any city from banning specific breeds. However, the law also contains language expressly authorizing cities to regulate dogs that are actually a danger. That authority was granted because most legislators recognized the need to control dangerous animals in populated areas.
- In the 2000s, two home rule cities implemented red light photo enforcement systems. Over the next decade, several bills to preempt this authority were filed. As more cities expressed interest in the systems, the legislature compromised in 2007 and passed a law governing the how, when, and where of the systems, and filled state coffers with half of the civil penalty revenue from each violation. The authority was retained because most state legislators saw a way to fund state trauma care programs by revenue-sharing with cities.

The passage of S.B. 343 would also affect some *current* home rule regulations. In many cases, cities regulate when the Texas Legislature doesn't. City councils often step up to the plate to protect the quality of life, and even save the lives, of Texans. Here are just a few examples of cities moving ahead when the state won't:

- Sex offender residency restrictions
- Synthetic drug regulations
- Texting while driving limitations
- Payday lender regulations

- Oil and gas well ordinances
- Panhandling regulations

All of these would be wiped out by your bill. For example, the state has taken no action related to where child sex predators can live. If your bill passes, a sex offender in Lewisville will then be able to live right next door to an elementary school.

Preemption may indeed be your goal for some of the current regulations, like a fracking ban perhaps. But legislation has already been filed to deal with that specific example (and many others that legislators consider wrong). And we believe that it will result in a compromise that balances quality of life and the state's economy. One home rule city in Texas has adopted a resolution (rule) prohibiting the use of its staff or resources to house undocumented immigrants. Your bill would preempt that resolution as well.

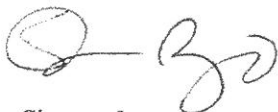
You should also consider that S.B. 343 would also ban future regulations a city might pass. We obviously can't predict the future. We can't predict which political party will hold the majority, and we can't predict what cities may need to regulate to protect their citizens. That is why S.B. 343 – a blanket preemption that would completely alter the system of local decision making that's been in place for over 100 years – isn't needed. The unintended consequences and the uncertainty it would bring to the law are simply too great.

The League's position is that your bill is unnecessary. The bill, effectively a "super-preemption bill," would be another step in the centralization and consolidation of government power, which would seem contrary to your political ideals. Its passage would be akin to abolishing cities and centralizing government in Austin.

We hope you will instead consider working alongside us as we seek to protect city authority to enact reasonable regulations to protect health and safety and property values, while ensuring that the state's economy remains vibrant.

Thank you for your consideration and please do not hesitate to contact me if I can be of any assistance to you.

Sincerely,



Shanna Igo
Deputy Executive Director

By: Huffines

S.B. No. 343

A BILL TO BE ENTITLED

1

AN ACT

2 relating to the conformity of local law with state law.

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

4 SECTION 1. Chapter 1, Local Government Code, is amended by
5 adding Section 1.006 to read as follows:

6 Sec. 1.006. CONFORMITY WITH STATE LAW. (a) Where the
7 state has passed a general statute or rule regulating a subject, a
8 local government shall restrict its jurisdiction and the passage of
9 its ordinances, rules, and regulations to and in conformity with
10 the state statute or rule on the same subject, unless the local
11 government is otherwise expressly authorized by statute.

12 (b) Unless expressly authorized by state statute, a local
13 government shall not implement an ordinance, rule, or regulation
14 that conflicts with or is more stringent than a state statute or
15 rule regardless of when the state statute or rule takes effect.

16 SECTION 2. This Act takes effect immediately if it receives
17 a vote of two-thirds of all the members elected to each house, as
18 provided by Section 39, Article III, Texas Constitution. If this
19 Act does not receive the vote necessary for immediate effect, this
20 Act takes effect September 1, 2015.

Joni Clarke

From: Joe Gorfida <Jgorfida@njdhs.com>
Sent: Friday, February 27, 2015 9:02 AM
To: Joni Clarke
Subject: Fwd: Murphy fighting Bill 343

Fyi. See below.

Sent from my iPad

Begin forwarded message:

From: Frank M <fgmce@yahoo.com>
Date: February 27, 2015 at 8:45:28 AM CST
To: Debra Walthall <Debra.Walthall@cityofcorinth.com>, Joe Gorfida <Jgorfida@njdhs.com>
Subject: Murphy fighting Bill 343

F Y I

In an effort to oppose Senate Bill 343, presented by Sen. Don Huffines, R-Dist. 16, the Murphy City Council passed a resolution in opposition to the bill at its Feb. 17 meeting.

This bill absolutely erodes the powers of a home rule municipality to adopt ordinances affecting the city's ability to govern its citizens," said City Manager James Fisher. "Under the bill, city voters and locally elected officials would have to get the state legislature's permission to enact any local ordinance, rule, or regulation."

The Texas Constitution (Article XI, Section 5) authorizes cities with a population over 5,000 to adopt by election a home rule charter, said Shanna Igo, deputy executive director of the Texas Municipal League in a letter to Sen. Huffines. The home rule charter grants the citizens of that city the power of self-government, she said. General law cities with populations under 5,000, can only do what the state legislature expressly authorizes them to do, she said.

"These 'home rule' cities can regulate however they choose, so long as not preempted by state or federal law from doing so," Igo said. "By approving the home rule amendment to the Constitution in 1912, the voters of Texas approved the idea that larger cities don't need the state's 'permission' to act."

Murphy voted on a home rule charter in 2004, Fisher said. Andy Messer, city attorney, said if the bill is enacted into law, it would affect a number of city ordinances.

"I would have to go through the city's ordinances with a fine-tooth comb," Messer said. "Any ordinance that is found to be more stringent than state law requires would be wiped out. There are probably many instances where we are more stringent than the state."

The city council voted unanimously to adopt the resolution in opposition of SB 343. Mayor Eric Barna was not present for the meeting. A copy of the resolution will be sent

to Rep. Jodie Laubenberg, R-Dist. 89; Sen. Van Taylor, R-Dist. 8; and Sen. Huffines, Fisher said.

For more local news, pick up a copy of this week's Murphy Monitor or access the e-edition via this web site: MurphyMonitor.com



Proclamation

City of Lucas

WHEREAS, fire emergency service and preparedness are essential in ensuring the well-being, health and safety of the community; and

WHEREAS, Bobette Mauck of the Lucas Fire Department has implemented the Ready Set Go Program seeking to develop and improve dialogue between the Fire Department and the residents of Lucas in case of a wildland fire. As part of this program, the Fire Department communicates the role that individuals can play in preparedness and early evacuations, to increase the safety of residents and responding firefighters to a wildland fire.

WHEREAS, Bobette Mauck has received the Ready Set Go Leadership Award presented by the International Association of Fire Chief's. This award recognizes the exceptional efforts and achievements of fire organizations and individual fire service members associated with implementing and maintaining the fire adapted concept in their community.

WHEREAS, it is appropriate to recognize the value and the accomplishments of Bobette Mauck and the service and education she has given to the citizens of Lucas.

NOW, THEREFORE, I Rebecca Mark, Mayor for the City of Lucas, Texas do hereby proclaim that the City of Lucas is grateful to Bobette Mauck who facilitated the Ready Set Go program and made a significant contribution to the City of Lucas.

Rebecca Mark, Mayor



City of Lucas Council Agenda Request April 2, 2015

Item No. 05 – 06 – 07 - 08

Requester: City Secretary Stacy Henderson

Agenda Item:

Consent and approve:

5. Consider adopting Ordinance 2015-02-00811 by amending the Code Of Ordinances by amending Chapter 2 titled "Animal Control" by amending Article 2.01 titled "General Provisions" by amending Section 2.01.001 Titled "Definitions" and amending Section 2.01.002 titled "Violations; Penalty" to set forth specific violations; by re-naming Article 2.02 to read "Caring For Animals" to set forth specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 Titled "Rabies Control" to Article 2.03.
6. Consider adopting Ordinance 2015-01-00808 amending the Code of Ordinances by amending Chapter 3 titled "Building Regulations" by adding a new Article 3.19 titled "Fencing Requirements" to set forth fencing requirements.
7. Consider adopting Resolution 2015-03-00425 opposing Senate Bill 343 and any other legislation which would erode the authority of a Home Rule Municipality.
8. Consider approval of the minutes of the March 19, 2015 City Council meeting.

Background Information:

N/A

Attachments/Supporting Documentation:

1. Ordinance 2015-02-00811 – Animal Control Ordinance
2. Ordinance 2015-01-00808 – Fence Regulations Ordinance
3. Resolution 2015-03-00425 - Opposing Senate Bill 343
4. Minutes of the March 19, 2015 City Council meeting.

Budget/Financial Impact:

N/A

Recommendation:

Approve as presented.

Motion:

N/A

ORDINANCE # 2015-02-00811
[AMENDING CHAPTER 2, ANIMAL CONTROL OF
CODE OF ORDINANCES]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 2 TITLED “ANIMAL CONTROL” BY AMENDING ARTICLE 2.01 TITLED “GENERAL PROVISIONS” BY AMENDING SECTION 2.01.001 TITLED “DEFINITIONS” AND AMENDING SECTION 2.01.002 TITLED “VIOLATIONS; PENALTY” TO SET FORTH SPECIFIC VIOLATIONS; BY RE-NAMING ARTICLE 2.02 TO READ “CARING FOR ANIMALS” TO SET FORTH SPECIFIC REGULATIONS AND REQUIREMENTS FOR THE CARE OF ANIMALS; BY AMENDING AND RE-NUMBERING ARTICLE 2.02 TITLED “RABIES CONTROL” TO ARTICLE 2.03; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 2, titled “Animal Control” by amending Article 2.01 titled “General Provisions”; by re-naming Article 2.02 to read “Caring for Animals”; and by amending and re-numbering Article 2.02 titled “Rabies Control” to Article 2.03, to read as follows:

“CHAPTER 2

ANIMAL CONTROL

ARTICLE 2.01 GENERAL PROVISIONS

Sec. 2.01.001 Definitions

When used in this chapter, the following words, terms, and phrases, and their derivations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal. Any living creature, including but not limited to dogs, cats, horses, birds, fish, mammals, reptiles, insects, fowl, and livestock.

Animal control. The animal control function of the city.

Animal control officer. Any person or agency designated by the city to act on behalf of the city in the enforcement of the provisions of this chapter or provision under state law.

At large. Means that an animal is off the premises of the owner and is not on a leash under the immediate control of a person physically capable of restraining the animal or is not restrained securely within an enclosure capable of fully and totally securing the animal.

Cat. A domesticated member of the feline family (*felis domesticus*) other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar or other prohibited feline, or any hybrid thereof.

Cruelty. Any act or omission whereby unjustifiable physical pain, suffering or death of an animal is caused or permitted, including failure to provide proper drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, veterinary care, or nutritious food in sufficient quantity. In the case of activities where physical pain is necessarily caused, such as in medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, "cruelty" shall mean a failure to employ the most humane method reasonably available.

Dog. Any member of the canine family, other than a wolf, jackal, fox, dingo, coyote or any hybrid thereof.

Exotic or wild animal. Unless certified for medical, biological, herpetological, or other scientific research or study, any poisonous or dangerous reptile or any other species of animal that commonly exists in a natural, unconfined state and is usually not domesticated, including, but not limited to skunks, foxes, lions, tigers, panthers, alligators, opossums, raccoons, and squirrels. This definition shall apply regardless of state or duration of captivity.

Local health authority or Local rabies control authority. A person or agency designated by the City Council to receive reports of animal bites, investigate bite reports, insure quarantine of possible rabid animals, and otherwise carry out provisions of the state law pertaining to control and eradication of rabies.

Owner. Any person, partnership, association, corporation or legal entity having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to any animal covered by this chapter. An animal shall be deemed to be harbored if it is fed or sheltered for seven (7) or more consecutive days. If a person under the age of seventeen (17) years owns an animal the parent, legal guardian, or the head of the household shall be the owner for purposes of this chapter. There may be more than one (1) person responsible for an animal. This term shall include persons who are in temporary possession of the animal, including but not limited, to pet sitters and trainers.

Sanitary. A condition of good order and cleanliness to minimize the possibility of disease transmission.

Stray animal. Any animal for which there is no identifiable owner or harborer.

Vaccinated. Properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administered by a veterinarian licensed to practice in the state.

Sec. 2.01.002 Violations; penalty

- (a) It shall be a violation of this chapter to:
 - (1) Fail to comply with any provision of this chapter; or
 - (2) Fail to comply with any lawful order of animal control, an animal control officer, or a law enforcement officer unless such order is lawfully stayed or reversed.
- (b) Any person who violates any provision of this chapter, if convicted in municipal court, shall be fined as provided in section 1.01.009 of this code, and each and every day the provisions of this chapter are violated shall constitute a separate offense.

Sec. 2.01.003 Enforcement

- (a) Enforcement of this chapter shall be the responsibility of the local health authority or animal control officer as appointed by the city council.
- (b) The local health authority or animal control officer shall have the authority to issue citations for any violation of this chapter.
- (c) For the purpose of proving violations of this chapter the requirement of a culpable mental state is expressly waived.

ARTICLE 2.02 CARING FOR ANIMALS

Sec. 2.02.001 Basic care

It shall be unlawful for the owner or custodian of any animal to refuse or fail to provide such animal with sufficient food, water, veterinary care when needed to prevent suffering, and humane care and treatment, or to unnecessarily expose any such animal in hot, stormy, cold or inclement weather.

Sec. 2.02.002 Animals in vehicles

It shall be unlawful to transport any animal or leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health or safety. If the animal is being transported in a moving vehicle, the animal shall be restrained in a way so as to prevent the animal from leaving or being accidentally thrown from the vehicle. If the animal is in a standing or parked unenclosed vehicle (including but not limited to convertibles, pickup trucks, jeeps, and flatbed trucks) the animal shall be confined by a vented container or cage, or by chain, rope, or other device cross

tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.

Sec. 2.02.003 Abandonment of animals

It shall be unlawful for any owner or custodian of any animal to abandon such animal on any street, road, highway or public place, or on private property when not in the care of another person.

Sec. 2.02.004 Cages, pens and enclosures

Cages, pens and enclosures used to confine animals shall be of sufficient size to maintain all of the animals within such enclosure comfortably and in good health. Said cages, pens and enclosures shall be of a proper material to securely contain all of the animals within such enclosures at all times.

Sec. 2.02.005 Humane treatment

A person commits an offense if, either through his actions or omissions, the person:

- (1) Beats, cruelly ill-treats, torments, overloads, overworks, or otherwise abuses an animal, or causes, instigates, or permits any dogfight, cockfight, bullfight, or other combat between animals or between animals and humans;
- (2) As the operator of a motor vehicle, strikes a domestic animal, and fails to stop at once and render such assistance as may be possible. Additionally, the person shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency; or
- (3) Permits the use of steel jaw traps.

Sec. 2.02.006 Poisonous substances

It shall be unlawful for any person, except a licensed veterinarian for humanitarian purposes, to administer poison to any animal, or knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal. The provisions of this section are not applicable to licensed exterminators using poisons as part of a pest control program or the use of commercial insecticides and rodent baits used to control insects and wild rodents.

Sec. 2.02.007 Sanitation requirements

- (a) The owner or person in possession of animals shall keep yards, pens, and enclosures in which such animals are confined in such a manner as not to give off odors offensive to persons of ordinary sensibilities residing in the vicinity or to breed or attract flies, mosquitoes, or other

noxious insects, or in any manner to endanger the public health or safety, or to create a public nuisance.

- (b) All persons keeping such animals shall comply with the following regulations:
- (1) Manure and droppings shall be removed from pens, stables, yards, cages, and other enclosures as necessary to maintain sanitary conditions and handled or disposed of in such manner as to keep the premises free of any nuisances;
 - (2) Mound storage of droppings or manure between such removals shall be permitted only under such conditions as to protect against the breeding of flies and to prevent migration of fly larvae (maggots) into the surrounding soil;
 - (3) Watering troughs or tanks shall be provided that are equipped with adequate facilities for draining the overflow so as to prevent the breeding of flies, mosquitoes, and other insects; and
 - (4) No putrescible material shall be allowed to accumulate on the premises, and all such material used to feed that is unconsumed shall be removed and disposed of by burial or other sanitary means.

Sec. 2.02.008 Animals running at large or disturbing the peace

It shall be unlawful for any person to do the following in the corporate limits of the city:

- (1) Permit any dog or other animal possesses, kept, or harbored, other than a cat, to run at large as defined in section 2.01.001 of this chapter.
- (2) Harbor a dog(s) which, by loud, frequent, or habitual barking, howling, yelping, or other noise or action, disturbs any person of ordinary sensibility residing in the vicinity.

Sec. 2.02.09 Restraint of dogs

(a) Any dog in the corporate limits of the city while not in a city park, shall be restrained by at least one of the following means:

- (1) Completely confined by a building, wall, or fence of sufficient strength or construction to restrain the animal;
- (2) Trained to remain within the confines;
- (3) Remain within an electronic fence and is within the confines of an activated electronic fence;

- (4) Tied or staked or staked upon any open or unfenced lot or land in a manner which does not allow the dog to come within ten (10) feet of any street, park or other public land or within ten (10) feet of any sidewalk, public passageway or building. A dog tied or staked in violation of this subsection shall be considered at large in violation of section 2.02.009.
 - (i) If a dog is tied or staked, regardless of location, it shall be unlawful for the tie, tether or chain securing the animal to be less than ten (10) feet in length. If a chain is used, it shall be unlawful for the chain to weigh more than one-quarter the weight of the dog.
 - (ii) It shall be unlawful to tie, tether, chain, stake or fasten a dog in such a manner as to cause it injury or pain or not permit it to reach shelter, food or water. The owner of the dog or the person actually tying or staking the dog shall be responsible for the offense.
- (5) On a leash that is held in the hands of the owner or keeper. Said leash shall be of sufficient strength to restrain the particular dog and shall not be longer than twenty-five (25) feet;
- (6) Held in the hands of the owner or keeper;
- (7) Within a distance of 25 feet from the owner and under direct supervision of the owner to the extent that the animal does not damage public or private property and does not attack, charge or otherwise disrupt the lawful use of private or public property by third parties; or
- (8) Trained to remain within the confines or an electronic fence and is within the confines of an activated electronic fence.

(b) Any dog that is not restrained in compliance with this section shall be considered at large in violation of section 2.02.008.

ARTICLE 2.03 RABIES CONTROL

Sec. 2.03.001 Vaccinations; disposition of animals exposed to rabies

(a) Vaccination of dogs and cats is required. Every owner of a dog or cat 16 weeks of age or older shall have such animal vaccinated against rabies. The attending veterinarian has the discretion as to when the subsequent vaccination will be scheduled as long as the revaccination due date does not exceed the recommended interval for booster vaccination as established by the manufacturer. Any person moving into the city from a location outside of the city shall comply with this subsection within thirty (30) days after having moved into the city.

(b) Certificate of vaccination. Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

- (1) The name, address, and telephone number of the owner of the vaccinated dog or cat;
- (2) The date of vaccination;
- (3) The type of rabies vaccine used;
- (4) The year and number of the rabies tag; and
- (5) The breed, age, color, and sex of the vaccinated dog or cat.

(c) Proof of vaccination. It shall be unlawful for any person who owns or harbors a vaccinated dog or cat to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter.

(d) Harboring unvaccinated animal. It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(e) Animals exposed to rabies. Any person having knowledge of the existence of any animal known to have been or suspected of being exposed to rabies must immediately report such knowledge to the local health authority, giving any information that may be required by law.

Sec. 2.03.002 Reporting of bite incidents

The following procedures shall apply to reporting cases of humans bitten by animals susceptible to rabies:

- (1) Any person having knowledge of an animal bite to a human will report the incident to the law enforcement or local health authority as soon as possible, but not later than twenty-four (24) hours from the time of the incident.
- (2) The owner of the biting animal will place that animal in quarantine under the supervision of the local health authority as prescribed in section 2.03.003.
- (3) Utilizing standardized reporting forms provided by the department of state health services, the local health authority will investigate each bite incident.
- (4) Human bites from rodents, rabbits, birds, and all cold-blooded animals are excluded from the reporting requirements of this section.

Sec. 2.03.003 Confinement of animal that has bitten human

(a) When an animal that has bitten a human is identified, the owner is required to produce the animal for confinement at the owner’s expense as provided in Texas Administrative Code section 169.27. Refusal to produce the animal constitutes a violation of this article, and each day of such refusal constitutes a separate and individual violation. The observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, if available. However, the owner of a domestic dog or cat may request permission from the local health authority for home quarantine if the following criteria can be met:

- (1) Secure facilities must be available at the home of the animal’s owner and must be approved by the local health authority;
- (2) The animal is currently vaccinated against rabies;
- (3) The animal control officer, local health authority, or licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local health authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing;
- (4) The animal was not in violation of any laws at the time of the bite; and
- (5) If the biting animal cannot be maintained in secure quarantine, it shall be humanely destroyed and the brain submitted to a department of state health services certified laboratory for rabies diagnosis.

(b) It shall be unlawful for any person to interrupt the observation period.

(c) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely killed in such a manner that the brain is not mutilated. The brain shall be submitted to a department of state health services certified laboratory for rabies diagnosis.”

Section 2. All provisions of the Ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and that all other provisions of the Ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

Section 4. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. Any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Lucas as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

Section 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 2nd DAY OF APRIL, 2015.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(03-05-15/70036)

Stacy Henderson, City Secretary

ORDINANCE # 2015-01-00808
[AMENDING CODE OF ORDINANCE CHAPTER 3,
BUILDING REGULATIONS]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3 TITLED “BUILDING REGULATIONS” BY ADDING A NEW ARTICLE 3.19 TITLED “FENCING REQUIREMENTS” TO SET FORTH FENCING REQUIREMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Chapter 3 titled “Building Regulations”, by adding a new article Article 3.19 titled “Fencing Requirements”, to read as follows:

“CHAPTER 3

BUILDING REGULATIONS

...

ARTICLE 3.19 FENCING REQUIREMENTS

Sec. 3.19.001 Applicability

This Article shall apply to all fences that are erected in the City for the purpose of creating a barrier and used to prevent entry and/or to confine or to mark a boundary provided such fence is greater than sixty (60) feet in length and greater than thirty-six (36) inches in height.

Sec. 3.19.002 Residential, agricultural and estate districts

(a) Height.

- (1) Maximum height of 6 feet (6’) for front yards.
- (2) Maximum height of 8 feet (8’) for side and rear yards.

(b) Fencing located within the required front, side and rear yard setbacks shall be a minimum of 50% see through.

- (c) If property is used to pasture or control livestock, for farming or other similar agricultural uses, and such uses are permitted, the fencing requirements in section 3.19.003(b) are permitted.
- (d) Fencing located outside of the required, rear and side yard setbacks may be privacy-style.

Sec. 3.19.003 Prohibited Fencing materials for agricultural; residential; and estate districts

- (a) Razor ribbon, plywood or other materials that are not normally used for fencing are prohibited.
- (b) Electrically charged fences are permitted but cannot be charged in such a manner as to be dangerous to humans.

Sec. 3.19.004 General fencing requirements

- (a) No fences are permitted to be constructed upon or caused to protrude over any city property, including easements, except by written approval of the city engineer, or right-of-way without prior written permission from the city council.
- (b) All fences must be maintained in good repair and appearance so as not to become a nuisance or hazard and shall not be out of vertical alignment greater than 20% measured from the top of the fence.
- (c) Any and all broken, loose, damaged, removed or missing portions of fencing must be replaced or repaired with comparable materials of a comparable color to the remaining portions of the fence.
- (d) Fences shall not obstruct proper visual clearance for vehicular traffic.
- (e) Each fence must contain at least one gate not less than three feet (3') wide along the common path of travel for emergency ingress and egress.
- (f) Any request for the construction of fence over eight feet (8') in height shall be considered for approved by the board of adjustments. The board of adjustment's decision shall not require a finding of a hardship and there shall be no application fee.

Sec. 3.19.005 Permit required

- (a) A permit shall be required prior to the construction for all new fencing. A Permit fee shall be set by Ordinance and is contained in the Master Fee Schedule.
- (b) A permit shall not be required for fence repair.
- (c) Any permit issued by the city does not allow for any construction of fencing in violation of any deed restrictions for the property.

Sec. 3.19.006 Fencing requirements for commercial business district

All proposed fencing within the commercial business district shall be required to be approved as part of the landscape plan approval process.

Sec. 3.19.007 Fencing requirements for light industrial district

All proposed fencing within the light industrial district shall be required to be approved as part of the landscape plan approval process.

Sec. 3.19.008 Fencing requirements for self and mini-storage units

Fencing for self and mini-storage unit facilities shall require a minimum eight foot (8') masonry screen wall on all sides with wrought iron gate(s) for ingress, egress and pedestrian gates.

Sec. 3.19.009 Penalty

Any person, firm or corporation violating any provision of this Article shall be punishable by a fine in accordance with Section 1.01.009 of this Code.”

Section 2. All provisions of the Ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and that all other provisions of the Ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

Section 4. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 5. Any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Lucas as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Section 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 2nd DAY OF APRIL, 2015.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(3-25-15/69625)

Stacy Henderson, City Secretary

RESOLUTION NO. 2015-03-00425

**A RESOLUTION OF THE CITY OF LUCAS, TEXAS,
OPPOSING SENATE BILL 343 AND ANY OTHER
LEGISLATION WHICH WOULD ERODE THE AUTHORITY OF A
HOME RULE MUNICIPALITY**

WHEREAS, the Texas Constitution, in Article XI, Section 5, authorizes cities over 5,000 population to adopt by election a home rule charter, which charter grants the citizens of that city the power of self-government; and

WHEREAS, the City of Lucas adopted its Home Rule Charter in May 15, 2008; and

WHEREAS, City Councils have to make decisions at the neighborhood level, which are different across the state, to protect the property values, the quality of life, and even save lives; and

WHEREAS, Senate Bill 343, filed by Senator Don Huffines during this the 84th Texas Legislative Session, would impact approximately 350 home rule cities representing over 18 million Texans by preempting their ability to impose regulations that protect our residents and preserve their quality of life and would require the City of Lucas voters and local elected officials to get the Texas state legislature's permission to enact any local ordinance.

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

Section 1. That all of the above recitals are true and correct; and

Section 2. The City Council of the City of Lucas strongly opposes Senate Bill 343 and any legislation that would erode the authority of a home rule municipality.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2015.

CITY OF LUCAS

Rebecca Mark, Mayor

ATTEST:

Stacy Henderson, City Secretary



City Council Meeting
March 19, 2015
7:00 PM
City Hall - 665 Country Club Road
Minutes

Call to Order

Mayor Mark called the meeting to order at 6:00p.m.

Present:

Mayor Rebecca Mark
Councilmember Debbie Fisher
Councilmember Jim Olk
Councilmember Steve Duke
Councilmember Wayne Millsap
Councilmember Philip Lawrence

Staff:

City Manager Joni Clarke
City Attorney Joe Gorfida
Public Works Director Stanton Foerster
Development Services Director Joe Hilbourn
Fire Chief Jim Kitchens
Finance Director Liz Exum
City Secretary Stacy Henderson

Absent:

Mayor Pro Tem Kathleen Peele

It was determined that a quorum was present.
Everyone was reminded to turn off or silence cell phones.
Councilmember Lawrence led the Pledge of Allegiance.

Citizen Input

1. There was no citizen input.

Community Interest

- 2. Discuss and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas.**

Councilmember Fisher stated that she attended the North Texas Utility Water District meeting and they plan to maintain current restrictions through April. However, should Lake Lavon reach a level over 488 feet, restrictions will be reconsidered.

- 3. Discuss and provide guidance to the City Attorney and City Staff regarding pending litigation that is being considered by the 84th Legislature.**

City Manager Clarke discussed Senate Bill 343 that was causing concern among Home Rule municipalities because it erodes a cities authority to self-regulate and requires Home Rule cities to follow State law on certain items. TML has encouraged cities to contact their local officials.

Councilmember Fisher expressed concerns regarding two Senate Bills relating to appraisal revenue caps and homestead exemptions that would impact the City as well as the school districts.

City Manager Clarke stated that the Bill regulating appraisal caps lowers the cap from 10% to 5% and would cost the City approximately \$34,000.

Consent Agenda

The Consent Agenda was presented for consideration and action.

Councilmember Olk asked that Agenda Item No. 4 be removed from the Consent Agenda for a correction that was needed to the minutes.

Councilmember Fisher asked that Agenda Item No. 7 be removed from the Consent agenda for further discussion.

- 5. Consider approval of the minutes from the February 19, 2015 City Council meeting.**
- 6. Consider approval of the minutes from the February 24, 2015 City Council special meeting.**
- 8. Consider requesting the Collin County Local Health District Medical Director be assigned as the City of Lucas' Local Health Authority.**

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to approve the Consent Agenda as amended. The motion passed with a 6-0 vote.

Public Hearings

No public hearings were scheduled for this meeting

Regular Agenda

- 4. Consider approval of the minutes from the February 5, 2015 City Council meeting.**

Councilmember Olk stated that on page 5 of 7, a correction should be made outlining the effective date of the resignation. Councilmember Olk said the motion should read as follows: "Councilmember Millsap made a motion to accept the resignation of Jim Olk, Councilmember for the City of Lucas Seat 2, effective as of May 9, 2015 with a term expiring in May of 2017. Mayor Pro Tem Peele seconded the motion. Motion carried by a 6-0 vote."

MOTION: A motion was made by Councilmember Olk, seconded by Councilmember Millsap to approve the minutes as amended. The motion passed by a 6-0 vote.

7. Consider approval of Resolution 2015-02-00424 of the City of Lucas, Collin County, Texas in opposition to a revenue cap and legislative interference with local services.

Councilmember Fisher asked that staff draft a letter stating the City's concerns relating to the Senate Bill for appraisal revenue caps and the Senate Bill relating to homestead exemptions that would affect the City as well as the school districts.

City Manager Clarke stated that she would draft a letter addressing each Senate Bill and the concerns associated with each.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Olk to approve Resolution 2015-02-00424 in opposition to a revenue cap and direct staff to prepare a letter opposing the Senate Bill for appraisal revenue caps and the Senate Bill relating to homestead exemptions. The motion passed by a 6-0 vote.

9. Consider the acceptance and approval of the City of Lucas' Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2013-2014 presented by Conway Company CPAs PC.

Mike Conway, Conway CPAs gave a presentation regarding the City's Comprehensive Financial Report for fiscal year 2013-2014. Mr. Conway also stated that the City had once again received the Certificate of Achievement for Excellence in Financial Reporting only 15 to 20% of all cities receive this award.

MOTION: A motion was made by Councilmember Fisher and seconded by Councilmember Duke to approve the Comprehensive Financial Report for fiscal year 2013-2014. The motion passed by a 6-0 vote.

10. Discuss and consider amending the Code Of Ordinances by amending Chapter 2 titled "Animal Control" by amending Article 2.01 titled "General Provisions" by amending Section 2.01.001 titled "Definitions" and amending Section 2.01.002 titled "Violations; Penalty" to set forth specific violations; by renaming Article 2.02 to read "Caring For Animals" to set forth specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 titled "Rabies Control".

The City Council and City Attorney discussed State law requirements and local enforcement. The City Council also discussed the County local enforcement agency. The City Council then discussed various sections of the Ordinance related to sanitation, cages and barking dogs.

Mayor Mark asked if anyone in the audience wanted to speak regarding this request.

Mr. Paul Rathgeb, 10 Rollingwood, Lucas, stated that the website had the meeting posted at 7:00pm and there may be more citizens that would like to speak regarding this request than what was in the audience currently.

Mayor Mark confirmed with the City Secretary and City Attorney that the meeting was posted correctly on the website; however, she did note that on the City Council page of the website, it does state that meetings generally start at 7:00pm. Mayor Mark stated that on occasion, City Council meetings will change their time due to a larger agenda or as in this case, the last City Council meeting was cancelled due to inclement weather and because there were a large number of items on the agenda, the Council meeting started earlier. Mayor Mark suggested to always check the City calendar and Agenda packet on the City's website for the most up-to-date times of City Council meetings.

Mayor Mark moved to Agenda Item 13 to allow additional time for more citizens to arrive and comment on Agenda Item No. 10, the Animal Control Ordinance.

13. Consider approving an Interlocal Agreement for Emergency Services between the City of Lucas and Collin County effective upon execution by both parties through September 30, 2016 to clarify the City of Lucas service area for Fire and Emergency Medical Services and authorize the Mayor to execute said agreement.

City Manager Clarke gave a presentation regarding a revision of the Interlocal Agreement with the County and clarification of the service area for Fire and EMS service.

MOTION: A motion was made by Mayor Mark and seconded by Councilmember Duke to draft an Interlocal Agreement for emergency services with Collin County effective upon execution by both parties through September 30, 2016 to clarify the City of Lucas service area for Fire and Emergency Medical Services and authorize the Mayor to execute said agreement. The motion passed by a 6-0 vote.

15. Consider the Center for Public Safety Management's (CPSM) Fire and Emergency Medical Services Operational Analysis of the Lucas Fire Department and provide guidance to staff.

City Manager Clarke and Fire Chief Kitchens gave a presentation discussing the points of the analysis report. City Manager Clarke stated that the assessment will help guide staff and Council in long range planning goals for the community and what the City's needs will be in the future.

The City Council and staff discussed current staffing levels and staffing needs for the future as well as current equipment levels and equipment needs for the future.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to accept the operational analysis for the Lucas Fire and Emergency Medical Services provided by the Center for Public Safety Management. The motion passed by a 6-0 vote.

Mayor Mark announced that the City Council will take a five minute break beginning at 7:20p.m.

Mayor Mark reconvened the City Council meeting at 7:25p.m.

Mayor Mark announced that the City Council would be returning to Agenda Item No. 10 at this time.

- 10. Discuss and consider amending the Code Of Ordinances by amending Chapter 2 titled "Animal Control" by amending Article 2.01 titled "General Provisions" by amending Section 2.01.001 titled "Definitions" and amending Section 2.01.002 titled "Violations; Penalty" to set forth specific violations; by renaming Article 2.02 to read "Caring For Animals" to set forth specific regulations and requirements for the care of animals; by amending and re-numbering Article 2.02 titled "Rabies Control".**

Mayor Mark asked if anyone in the audience wanted to speak regarding this request.

Paul Rathgeb, 10 Rollingwood asked if the ordinance was necessary and if additional funds will be spent trying to enforce the ordinance.

Chris Churchill, 1125 Brockdale Park spoke in opposition to the request and stated she would like the section relating to harboring requirements extended from 3 days to 7 days and was not in favor of the section related to Sanitation. She also had concerns related to the 10-foot tying requirement for animals and horses to a trailer.

Carol Winston, 315 E. Blondy Jhune stated she also had concerns about the sections related to sanitation and stakes and tying.

The Mayor, City Council and City Attorney went through each section of the ordinance and outlined changes they had with the City Attorney.

City Manager Clarke stated that staff will incorporate all the changes mentioned and place the Ordinance on the Consent Agenda at the April 2, 2015 meeting.

- 11. Discuss and consider amending the Code of Ordinances by amending Chapter 3 titled "Building Regulations" by adding a new Article 3.19 titled "Fencing Requirements" to set forth fencing requirements.**

Mayor Mark asked the City Attorney to explain how fines were assessed in ordinances.

City Attorney Joe Gorfida discussed the maximum penalty for health and safety violations was \$2,000, the maximum fine for other violations, non-traffic related was \$500 and the maximum fine for traffic violations was \$200. The City Attorney stated that any time a health and safety ordinance is adopted, the maximum fine allowed is \$2,000.

Mayor Mark asked if anyone in the audience wanted to speak regarding this agenda item.

Carol Winston, 315 E. Blondy Jhune asked why chain link was not an allowable material and asked if the ordinance was necessary.

Paul Rathgeb, 10 Rollingwood asked for clarification on the definition of an agricultural district and stated the maximum penalty was too expensive and did not allow for a reasonable timeframe for items to be repaired.

Elizabeth Pekinpaugh, 4 Woodmoor Circle spoke in opposition to the request stating it was overregulating.

The Mayor, City Council and City Attorney went through each section of the ordinance and outlined changes they had with the City Attorney.

City Manager Clarke stated that staff will incorporate all the changes mentioned and place the Ordinance on the Consent Agenda at the April 2, 2015 meeting.

Mayor Mark announced that they would be moving forward to Agenda Item 14 at this time.

14. Discuss and consider the revised Outdoor Burning Rule, Title 30, Texas Administrative Code, Sections 111.201-221, and requirements under Texas State law as it relates to the authority of the City to issue permits for outdoor burning.

Development Services Director Joe Hilbourn gave a presentation stating the Texas Commission on Environmental Quality (TCEQ) has banned outdoor burning for cities located within a non-attainment county and provide solid waste collection. Because the City of Lucas meets this criteria, outdoor burning is not allowed. Any outdoor burning would be enforced by TCEQ.

City Manager Joni Clarke stated that staff is working with Barnes Sanitation to provide chipper service to the residents of Lucas.

Mayor Mark asked if anyone in the audience wanted to speak regarding this agenda item.

Tracy Matern, 2 Choice Lane spoke in opposition with concerns related to hauling debris from her property.

Mayor Mark announced that they would be moving to Agenda Item No. 12, the last item on the agenda.

**12. A. Consider prioritizing safety enhancements to Collector Street Projects.
B. Authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation.**

Mayor Mark allowed members of the audience to speak at this time.

Bob Winston, 315 E. Blondy Jhune spoke in opposition to the request stating a bond election should be held.

Carol Winston, 315 E. Blondy Jhune stated she had concerns on how the improvements would be funded.

Public Works Director Foerster gave a presentation outlining roadways and bridges under consideration for improvements and explained how they were ranked in order of importance and deterioration.

Councilmember Fisher expressed her concerns relating to funding.

Mayor Mark suggested this item be continued to the April 2, 2015 City Council meeting to allow Council additional time for a more comprehensive review.

Executive Session

No Executive Session was scheduled for this meeting.

16. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 10:05 p.m. The motion passed by a 6-0 vote.

Rebecca Mark, Mayor

ATTEST:

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request April 2, 2015

Item No. 09

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider approval of an application by Mary Feagin for a specific use permit for a self-storage facility on a parcel of land containing 4.417 acres situated in the William Snider survey, Abstract number 821, tract 32, and lot 1 of the SC Lucas Addition.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct Public Hearing
- C. Take action

Background Information:

This parcel is located just to the north of Wal-Mart and to the east of KWIK lube. The property is currently zoned C (commercial business). The request is for an SUP for a self-storage facility.

1. Conditioned self-storage 38,000 square feet
2. Unconditioned self-storage 56,888 square feet
3. Office Space 1800 square feet
4. Total square footage 96,688 square feet

Attachments/Supporting Documentation:

1. Site plan
2. Renderings
3. Application
4. Legal description
5. Ordinance 2015-03-00426

Budget/Financial Impact:

N/A

Recommendation from Board:

The Planning and Zoning Commission, by unanimous vote, recommended approval of the request by Mary Feagin for a specific use permit for a self-storage facility with the following conditions:



City of Lucas Council Agenda Request April 2, 2015

Item No. 09

Requester: Development Services Director Joe Hilbourn

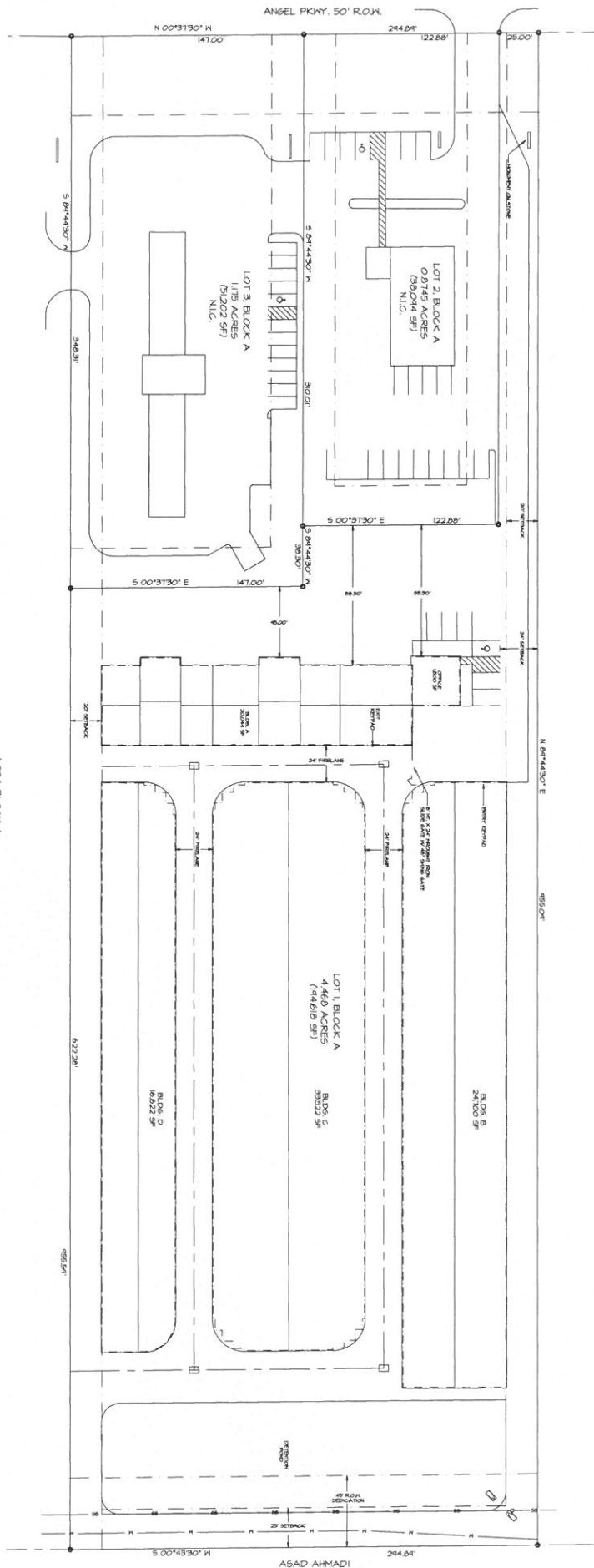
1. 100% Austin Stone on east and west elevations;
2. 50% Austin Stone on north and south elevations;
3. All colors shall be neutral tan and browns;
4. The height of Building B be shortened to allow for a hammer head on the site plan
5. Monument sign frame in the shape of an L with Austin Stone to match existing signage frames on Angel Parkway;
6. Tie elevations with above comments to the specific use permit including wall signage;
7. Tie the site Concept Plan to the specific use permit with allowance for code requirements during the Site Plan and Landscape Plan approval process;
8. Add eight foot masonry screening wall on the west side of the detention pond with one 3 inch large caliper tree every twenty feet, and a small tree between each large tree staggered in two rows on the east side of the masonry screening wall;
9. The conduct of sales or other business activity other than storage shall be prohibited within any individual storage unit.
10. No on-site residence for caretaker/manager shall be permitted;
11. No storage of U-Haul type truck or trailer shall be permitted on site;
12. No outside storage shall be permitted on site;
13. All fencing be wrought iron with masonry and stone posts and be 8 feet in height.

Recommendation from Staff:

Staff is in agreement with the recommendation from the Planning and Zoning Commission.

Motion:

I make a motion to Approve/Deny an application by Mary Feagin for a specific use permit for a self-storage facility on a parcel of land containing 4.417 acres situated in the William Snider survey, Abstract number 821, tract 32, and lot 1 of the SC Lucas Addition.



PENNINGTON PARTNERS, LTD.

LOT 1, BLOCK A
MAYHART LUCAS ADDITION



NORTH

SITE PLAN

SCALE: 1" = 30'-0"

Information depicted on this site plan is from a SITE SURVEY* drawn by BEDFORD GROUP, INC. 301 N. Alamo Rd., Rockwall, TX 75087, dated 03/20/2013. Refer to original survey for all site information.

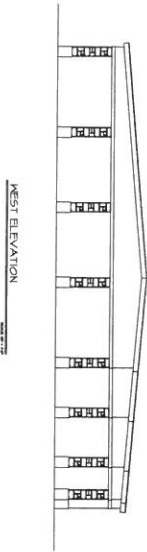
NEW COMMERCIAL CONSTRUCTION
FOR MARY FEAGIN
LOT 1, BLOCK A
ALLEN, TX 75002

Sage Drafting and Design
970.331.4901
P.O. Box 4127
Cypress, Colorado 81637
sagedrafting@gmail.com

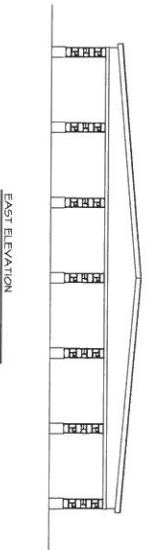
02/03/15 - REVIEW
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02/03/15 - REVIEW

SITE PLAN

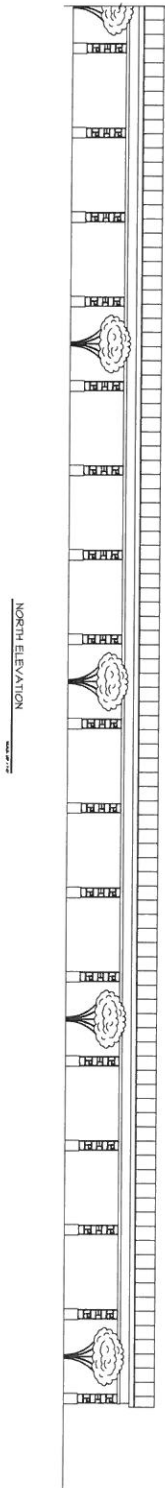
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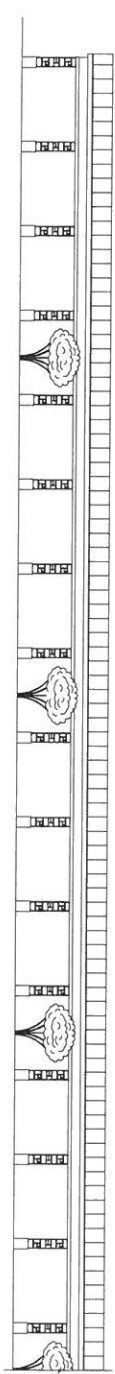
WEST ELEVATION



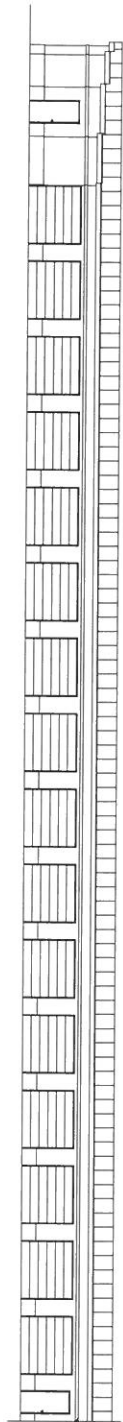
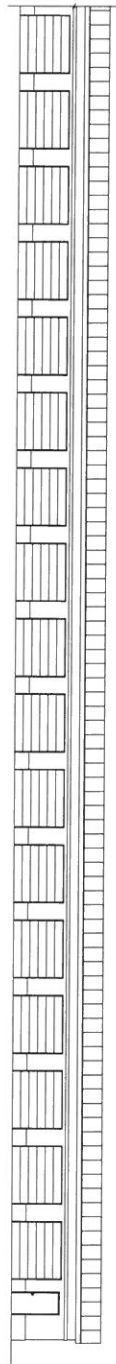
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



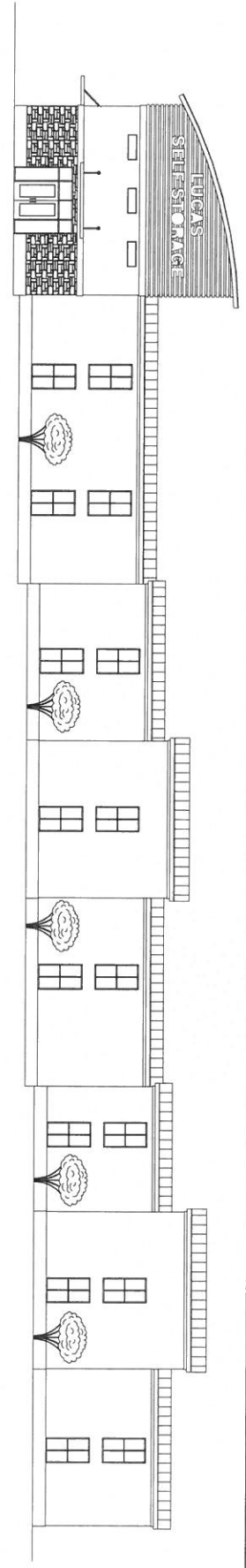
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BLDG. B
ELEVATIONS

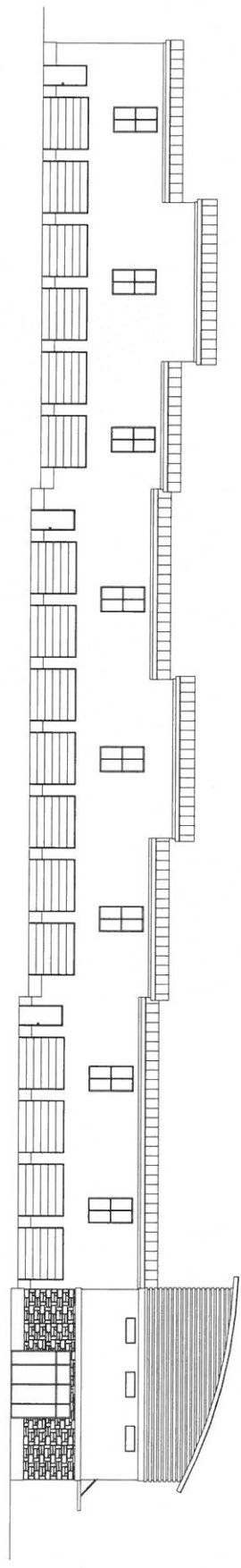
NEW COMMERCIAL CONSTRUCTION
FOR MARY FEAGIN
LOT 1, BLOCK A
ALLEN, TX 75002

Sage Drafting
and Design

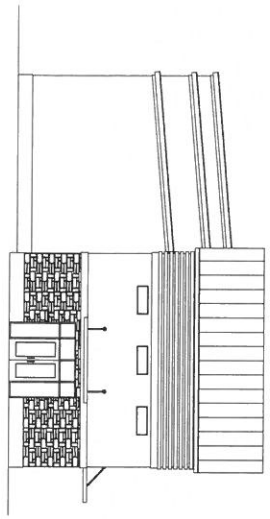
970.331.4901
P.O. Box 4127
Gypsum, Colorado 81637
sagedrafting@gmail.com



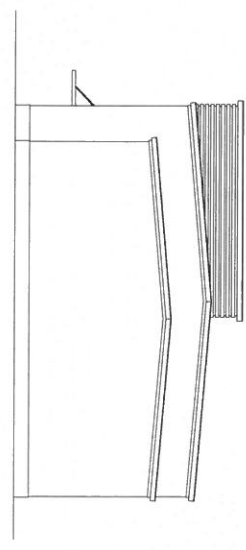
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

SHEET NO.
A3.1

01/01/15 - REVIEW
02/02/15 - REVIEW
03/03/15 - REVIEW
04/04/15 - REVIEW

BLDG. A
ELEVATIONS

NEW COMMERCIAL CONSTRUCTION
FOR MARY FEAGIN
LOT 1, BLOCK A
ALLEN, TX 75002

Sage Drafting
and Design
970.331.4901
P.O. Box 4127
Cypress, Colorado 81637
sagedrafting@gmail.com

CITY OF LUCAS, TEXAS
SPECIFIC USE PERMIT APPLICATION

Application is hereby made to the Planning and Zoning Commission and the City Council for a specific use permit which amends the Comprehensive Zoning Regulations as applicable to property in the City of Lucas, Texas, as hereinafter set forth, and in support of such request, the following facts are shown:

NAME OF OWNER: Sterling Group

MAILING ADDRESS: _____

NAME OF APPLICANT: Dahlia ARR LLC ; Mary Feagin

MAILING ADDRESS: 5275 Buena Vista Dr Frisco TX 75034

APPLICANT'S INTEREST: Option to buy PHONE: 469-396-8280
(OWNER, AGENT, LEASE, OPTION, ETC.)

PROPERTY DESCRIPTION: 4.46 acres behind the Kwik Kar,
(legal description and/or map must be attached)
Murphy Gas Station, & Wal-Mart

SUBDIVISION: _____ BLOCK: _____ LOT: _____

ADDRESS: off ^{Angel Pkwy /} E Murphy Rd behind the Wal-Mart (no frontage on Angel)

REASON FOR REQUEST SUP for a storage facility

PROPOSED USE OF PROPERTY for a self-storage facility

ARE THERE DEED RESTRICTIONS WHICH WOULD PREVENT THIS PROPERTY BEING USED IN THE MANNER HEREIN PROPOSED: no

I, Mary Feagin, do hereby certify that I am authorized to act for Sterling Group & Dahlia ARR, owner(s) of the above named property in making this zoning application.

\$150 FEE PAID DATE 2/13/15 ACCEPTED BY: [Signature]
ORDINANCE NO. _____ FILE DATE: _____

[Signature] DATE: 2-13-15
Signature of Applicant

FIELD NOTE DESCRIPTION

LOT 1

BEING a 4.417 acre tract of land situated in the William Snider Survey, Abstract No. 821, Collin County, Texas and being all of a 6.467 acre tract of land according to the Deed recorded in Instrument Number 20070604000748030, Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an "x" in concrete set for the northwest corner of said 6.476 acre tract of land and being located in the east line of F.M. 2551 (variable width);

THENCE departing the east line of said F.M. 2551, NORTH 89°44'30" EAST a distance of 955.09 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 00°43'30" EAST a distance of 294.89 feet to a 5/8 inch iron rod set for the southeast corner of said 6.467 acre tract of land and being the northeast corner of Lot 1, Block A of Walmart Lucas Addition recorded in Cabinet 2012, Page 457 of the Plat Records of Collin County Texas ;

THENCE along the south line of said 6.467 acre tract of land, SOUTH 89°44'30" WEST a distance of 607.28 feet to a 5/8 inch iron rod set for corner;

THENCE departing the south line of said 6.467 acre tract of land, NORTH 00°37'30" EAST a distance of 147.00 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 89°44'30" WEST a distance of 38.28 feet to a 5/8 inch iron rods set for corner;

THENCE NORTH 00°37'30" EAST a distance of 122.88 feet to a 5/8 inch iron rod set for corner;

THENCE SOUTH 89°44'30" WEST a distance of 310.03 feet to a 5/8 inch iron rods set in the east line of said F.M. 2551;

THENCE with the east line of said F.M. 2551, NORTH 00°37'30" WEST a distance of 25.00 feet to the POINT OF BEGINNING;

CONTAINING 4.417 acres or 192,411 square feet of land more or less.

ORDINANCE #2015-03-00426

[Special Use Permit for Self-Storage Facility SC Lucas Addition]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL EXCEPTIONS TO ALLOW FOR A SELF-STORAGE FACILITY ON LAND ZONED COMMERCIAL BUSINESS (“CB”) FOR A TRACT OF LAND IN THE CITY OF LUCAS, TEXAS, CONSISTING OF APPROXIMATELY 4.417 ACRES AND SITUATED IN THE WILLIAM SNIDER SURVEY, ABSTRACT NO. 821, TRACT 32, LOT 1, OF THE SC LUCAS ADDITION, AND BEING MORE PARTICULARLY DESCRIBED AND IDENTIFIED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR THE APPROVAL OF THE SITE PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE ELEVATIONS PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Lucas, Texas, and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the ordinances of the City of Lucas, have given requisite notice of publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as previously amended, should be amended.

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

Section 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, by granting a Special Use Permit with special conditions to allow for a self-storage facility on land zoned Commercial Business (“CB”), for a tract of land consisting of approximately 4.417 acres and situated in the William Snider Survey, Abstract No. 821, Tract 32, Lot 1, of the SC Lucas Addition (the “Property”), and being more particularly described and identified in Exhibit “A” attached hereto and made a part hereof for all purposes.

Section 2. That the above-described Property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, and the regulations imposed within the Commercial Business District, subject to the following conditions and requirements:

- A. The Property shall be developed in accordance with the Site Plan attached hereto as Exhibit “B” and made a part hereof for all purposes;
- B. The Property shall be developed in accordance with the Elevations Plan attached hereto as Exhibit “C” and made a part hereof for all purposes;
- C. The buildings shall consist of 100% Austin Stone on east and west elevations;
- D. All colors for all buildings shall be neutral tan and browns;
- E. The monument sign frame shall be in the shape of an L with Austin Stone to match existing signage frames on Angel Parkway;
- F. An eight foot (8’) masonry screening wall shall be added on the west side of the detention pond with one three-inch (3”) large caliper tree every twenty feet, and a small tree between each large tree staggered in two rows on the east side of the masonry screening wall;
- G. The conduct of sales or other business activity other than storage shall be prohibited within any individual storage unit;
- H. No on-site residence for caretaker/manager shall be permitted;
- I. No storage of U-Haul type truck or trailer shall be permitted on site;
- J. No on-site storage of commercial or recreational vehicles;
- K. No outside storage shall be permitted on-site; and
- L. All fencing shall be wrought iron with masonry and stone posts; and, shall be 8 feet in height as shown on Exhibit “B”.

Section 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Lucas governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

Section 4. That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 5. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 6. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained

DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS _____ DAY OF _____, 2015.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(03-24-15/70817)

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request April 2, 2015

Item No. 10

**Requester: Public Works Director Stanton Foerster
Finance Director Liz Exum**

Agenda Item:

Consider funding and scheduling of the following transportation infrastructure projects:

- A. Estates Parkway/Rock Ridge Road Intersection
- B. FM 1378 pavement maintenance including the Lucas Christian Academy two turn lanes
- C. White Rock Creek Bridge construction
- D. Country Club Road/W Lucas Road Intersection
- E. W Lucas Road from Country Club Road to Angel Parkway
- F. Lucas Road/Southview Drive Intersection
- G. Parker Road from Murphy Road to SH 78.

Background Information:

- A. In December 2013, the city entered into an advanced funding agreement (AFA) with the Texas Department of Transportation (TxDOT) for zero dollars for the Estates Parkway/Rock Ridge Road Intersection Project. The purpose of the agreement was to allow the city to design and let the project locally (meaning no direct TxDOT funds would be used). TxDOT was responsible for completing the environmental study.

In January 2014, the city retained Metropolitan Infrastructure to design the project for \$70,000 using roadway impact fees in FY 13-14. The city had budgeted \$320,000 for the construction of this project in FY 14-15 using roadway impact fees. We received one bid in the amount of \$445,000 in June 2014. Because of the budget shortfall of \$125,000, we did not let the project. The project design has been shelved until more funding is available. We have requested funding from Collin County and TxDOT for this project. The use of roadway impact fees is limited to capacity improvements. In other words, these funds can only be used for projects that allow for an increase in traffic volume.

- B. This month staff attended a preconstruction meeting at TxDOT for the FM 1378 Base Repair and Overlay Project from Parker Road to 0.2 miles south of Forest Grove Road. Jagoe-Public Company is the TxDOT contractor, and they are planning to start work the last week of May. Their work includes the two Lucas Christian Academy turn lanes. Staff requested that the LCA turn lanes be finished or at least operational by August 1st. This is a federal-aid project using safety category funding. This means the pavement will be high friction (a.k.a. noisy-to-drive-on pavement).

The City of Lucas is not using any tax dollars to fund this project. The LCA is funding 100% of this project, and we are the pass-through agency to TxDOT. LCA has deposited \$141,000 with the city, and we sent \$116,160.56 to TxDOT. We still have \$24,839.44 of LCA's money and plan



City of Lucas Council Agenda Request April 2, 2015

**Requester: Public Works Director Stanton Foerster
Finance Director Liz Exum**

to keep it until the turn lanes are built. At that time, we will need to refund the balance to LCA or ask them if they want to apply it to impact fees they owe the city. The use of these LCA funds are restricted to use on the turn lanes.

- C. TxDOT let the White Rock Creek Bridge Project last summer, and they have been waiting for the city and private utilities to move their infrastructure out of the area that conflicts with the bridge construction. We have participated in three ways: 1) \$13,000 for right-of-way and 2) \$25,000 in design of the 12-inch waterline relocation, and 3) The 12-inch waterline relocation construction is estimated to be \$150,000. The city's participation for this work is funded by water impact fees and 2011 CO funds.
- D. In July 2013, the city and TxDOT entered in to an AFA in the amount of \$550,000 using Regional Toll Revenue (RTR) funds for the Country Club Road/W Lucas Road Intersection RTR Project. The \$440,000 in RTR funds are controlled by TxDOT with Collin County acting as the pass-through agency, and to use these funds, the city must contribute a 20% match in the amount of \$110,000. By September 2013, most of the project was completed. We had approximately \$120,000 (TxDOT \$96,000 and Lucas \$24,000) remaining. If the city did not use these funds on a RTR project, we were obligated to return the \$96,000 to RTR funding pool for others to use. The city still has \$62,570.57 of the \$96,000. Our match to use these funds is \$15,643. In FY 14-15, we budgeted \$4,184 in matching funds. We have a total of \$78,214 to use towards RTR approved work within the project limits. The city is allowed to roll any funds from this project into the W Lucas Road RTR project with approval from Collin County.

The RTR funds must be used for two types of projects: 1) Concession Funds – a name often used for funds that were received by the region through the Comprehensive Development Agreement (CDA) process and 2) CMAQ or Congestion Mitigation Air Quality Improvement Program that funds projects that contribute to improved air quality. Simply stated, RTR funds must be used on projects that increase the capacity of the roadway or intersection.

- E. In 2012, The city requested \$1.5 million in RTR funding for the reconstruction of W Lucas Road from Angel Parkway to Country Club Road from a two-lane to a three-lane roadway. At the time of the request, the city thoroughfare plan contemplated a four-lane divided roadway. The Regional Transportation Council agreed to the funding on October 11, 2012. The Texas Department of Transportation Commission on January 31, 2013, with Minute Order 113473 approved the funding as well. RTR funds are restricted for use in capacity enhancement projects only. Collin County agreed to fund \$244,414 (2007 Bond Project #07-034) of the city's required \$300,000 match; so the city would be spending \$55,586 to receive \$1,500,000 in roadway improvements.



City of Lucas Council Agenda Request April 2, 2015

Item No. 10

**Requester: Public Works Director Stanton Foerster
Finance Director Liz Exum**

In 2013, the city and county agreed on the following: the total reconstruction of all pavement with an ultimate 46-foot cross-section, 2) minor modification to parallel drainage, 3) partial reconstruction of cross street approaches, 4) utility adjustments, 5) traffic signal modifications, 6) environmental studies, and 7) new right and left turn lanes in various locations. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by County.

After receiving the \$1.2 million funds, the city requested from the county that the funds be used to construct a \$1.8 million two-lane roadway with extended turn lanes on the 48-foot cross section. The city is required to fund the \$300,000 difference. This request was made at the direction of the city council and was supported by staff. This request did not match the Collin County nor the City of Lucas thoroughfare plans. Informally, Collin County has all but rejected the \$1.8 million two-lane option in favor of the city's original request for a \$1.5 million three-lane option on the 38-foot cross section. The City of Lucas will forfeit \$1.2 million in roadway funding if Collin County does not approve of our design plans.

- F. In FY 14-15, staff requested \$300,000 in roadway impact fees to fund engineering and schematic design of the Lucas Road/Southview Drive intersection. The goal was to improve the operation and increase the capacity of the intersection. Earlier this year staff requested that these funds be reallocated to the design of Blondy Jhune Road and bridges, and the city council agreed. The professional services of Metropolitan Infrastructure were retained in February for the amount of \$260,300, and the design is underway.
- G. The eastern Parker Road Project extends west into Lucas from 1000 feet west of FM 1378 to SH 78 in Wylie. This project has a proposed letting in September of this year. In January, BW2 Engineers began working on the design of our waterline between FM 1378 and Stinson Road. The eastern 1000 feet of their designs addresses the relocation of our waterline in conflict with the eastern project.

In 2016, TxDOT plans to let the western project: from FM 2551 in Parker to 1000 feet west of FM 1378 in Lucas. The western project will require the relocation of the six-inch Lucas waterline from Lewis Lane in Parker and 1000 feet west of FM 1378. Both roadway projects will be constructed as four-lane, curb and gutter, urban highways with the ability to add lanes five and six into the median. The actual letting of these projects is difficult to predict, but staff want to start the planning for a large waterline project on the same scale as the Stinson Road 12-Inch Waterline project as soon as practical.

Attachments/Supporting Documentation:

1. Transportation Update Spreadsheet



City of Lucas Council Agenda Request April 2, 2015

Item No. 10

**Requester: Public Works Director Stanton Foerster
Finance Director Liz Exum**

2. 2014 Master Thoroughfare Plan

Budget/Financial Impact:

Available Funding Resources:

A. Estates Parkway/Rock Ridge Road Intersection

\$320,000 – Roadway Impact Fees FY 14-15 Budget

- Design \$70,000
- Construction Estimate \$320,000

B. FM 1378 pavement maintenance including the Lucas Christian Academy two turn lanes

\$24,839 – Restricted LCA Funds FY 14-15 Budget

- Design by TxDOT
- Construction \$116,161 – Restricted LCA Funds

C. White Rock Creek Bridge Construction

\$150,000 – 2011 CO Funds FY 14-15 Budget

- Right-of-Way \$13,000 Water Impact Fee
- Design \$25,000 Water Impact Fee
- Construction \$150,000 2011 CO Funds

D. Country Club Road/W Lucas Road Intersection

\$78,213 – RTR \$62,571; Roadway Impact Fees \$4,184 FY 14-15 Budget; and \$11,458 Budget Adjustment Needed from Roadway Impact Fees

Project Budget \$550,000

Design 80% RTR and 20% Lucas

Construction 80% RTR and 20% Lucas

E. W Lucas Road from Country Club Road to Angel Parkway

\$1,465,346 – RTR \$1,185,346; City Impact Fees \$36,000; and Collin County Bond \$244,000

- Design \$79,250
 - \$23,664 Collin County 2007 Bond
 - \$55,586 Roadway Impact Fees
- Construction \$1,800,000
 - \$1,200,000 RTR
 - \$220,750 Collin County 2007 Bond
 - \$300,000 Shortfall/Unfunded

F. Lucas Road/Southview Drive Intersection

\$300,000 – Impact Fees FY 14-15 Budget

a. Lucas Road/Southview Drive Intersection

Design \$39,700

Construction \$3,000,000



**City of Lucas
Council Agenda Request
April 2, 2015**

**Requester: Public Works Director Stanton Foerster
Finance Director Liz Exum**

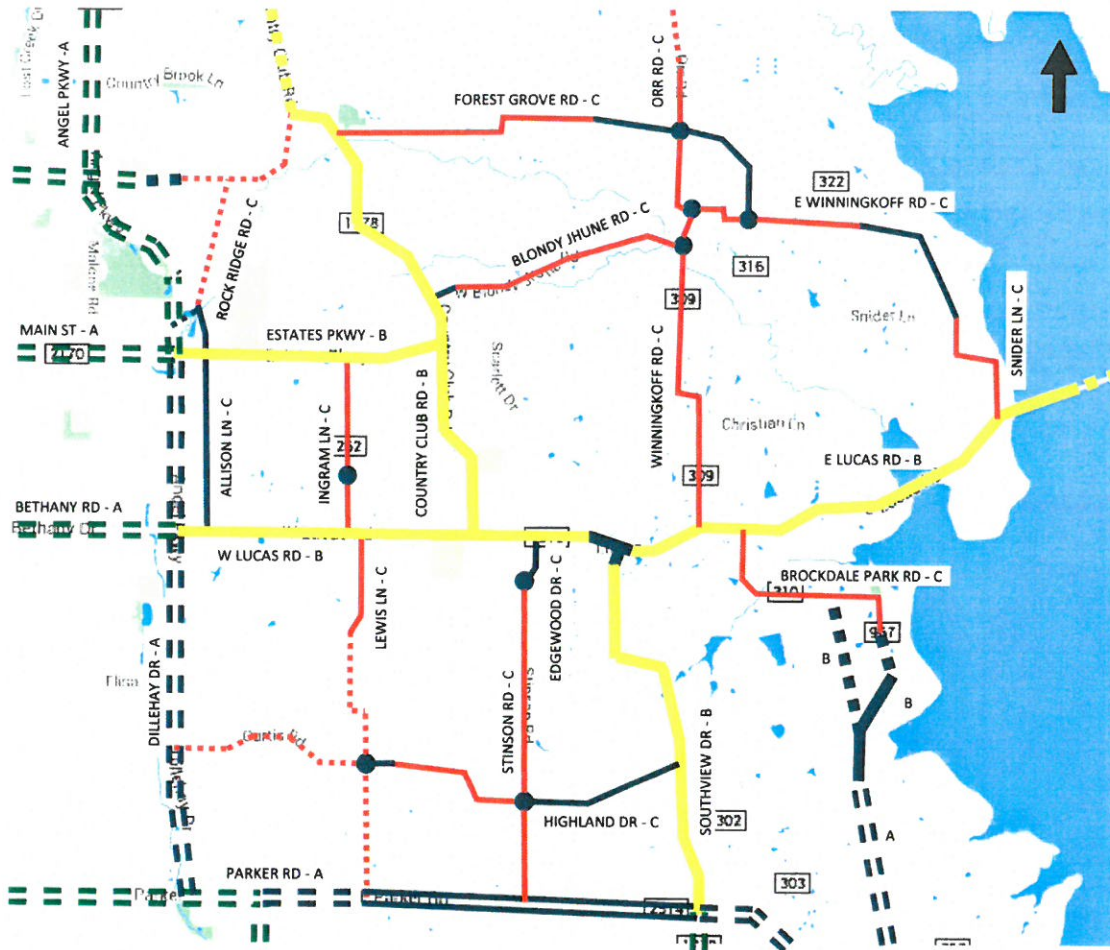
- b. Blondy Jhune
Design \$260,300
Construction has not been determined

G. Parker Road from Murphy Road to SH 78
\$62,900 – Water Reserves FY 14-15 Budget
Design \$150,000
Construction \$1,000,000

PROJECT NAME	CONTRACT NAME/TYPE	CONTRACT DATE/CC APPROVAL	Contract Amount	Funding Date	3rd Party Funding Receiv Restricted	FY 14-15 Budget	Pmts FY 11-12	Pmts FY 12-13	Pmts FY 13-14	Pmts FY 14-15	Total Project Pmts	Remaining 3rd Party Funding Restricted
A Estates / Angel Pkwy Intersection (21-8210-491.114)	TXDOT AFA # CSJ 2461-01-008	12/19/2013	\$ -		\$ -	\$ 320,000.00					\$ 70,000.00	
	Metropolitan Infrastructure	01/16/2014	\$ 70,000.00					\$ 70,000.00			\$ 70,000.00	
	Total Project A		\$ 70,000.00			\$ 320,000.00		\$ 70,000.00			\$ 70,000.00	
B LCA Turn Lane TX-DOT (21-8210-491.119)	TXDOT AFA # CSJ 1392-01-040	12/18/2014	\$ 116,160.56	10-6-14 to 1-27-15	\$ 141,000.00 L	\$ 116,160.56				\$ 116,160.56	\$ 116,160.56	\$ 24,839.44 L
	Metropolitan Infrastructure		\$ 116,160.56		\$ 141,000.00					\$ 116,160.56	\$ 116,160.56	\$ 24,839.44
	Total Project B		\$ 116,160.56		\$ 141,000.00	\$ 116,160.56				\$ 116,160.56	\$ 116,160.56	\$ 24,839.44
C White Rock Bridge (21-8210-491.115)	Agreement for ROW w TXDOT	04/17/2014	\$ 13,000.00								\$ 13,000.00	
	Metropolitan Infrastructure		\$ 13,000.00					\$ 13,000.00			\$ 13,000.00	
	Total Project C		\$ 13,000.00					\$ 13,000.00			\$ 13,000.00	
D W Lucas / CC Intersection (21-8210-491.112) AFA Agreement is for \$550,000	TXDOT AFA # CSJ 1392-01-039	06/06/2013	\$ 49,600.00	7-19-13 to 11-1-13	\$ 440,000.00 R	\$ 25,300.00					\$ -	\$ 62,570.57 R
	BW2 - Design	08/02/2013	\$ 49,600.00				\$ 3,100.00	\$ 42,500.00	\$ 3,102.82		\$ 48,702.82	
	Consolidated Traffic Signs	08/07/2014	\$ 24,427.92						\$ 24,427.92		\$ 24,427.92	
	Pave it - FD Driveway	06/05/2014	\$ 18,448.31					\$ 577.02	\$ 12,469.74	\$ 3,089.84	\$ 16,136.60	
	Kimley Horn T Study	06/19/2014	\$ 11,000.00						\$ 11,000.00	\$ 1,290.50	\$ 12,290.50	
	Pavecon - Construction	05/16/2013	\$ 343,208.84					\$ 368,220.45	\$ 10,606.00		\$ 378,826.45	
	Total Project D		\$ 446,685.07			\$ 440,000.00	\$ 25,300.00	\$ 411,297.47	\$ 61,606.48	\$ 4,380.34	\$ 480,384.29	\$ -
E W Lucas Rd FM 2551/FM 1378 (21-8210-491-113) AFA Agreement is for \$1,500,000	TXDOT AFA # CSJ 0918-24-194	07/18/2013	\$ 1,200,000.00	8-19-13 to 11-1-13	\$ 1,400,000.00 R	\$ 1,400,000.00					\$ -	\$ 1,185,345.54 R
	Metropolitan Infrastructure		\$ 1,200,000.00								\$ -	
	Total Project E		\$ 1,200,000.00			\$ 1,400,000.00			\$ 18,600.00		\$ 18,600.00	\$ 1,185,345.54
F Lucas Rd/Southview Drive (21-8210-491-116) Reallocated to Blondy/Jhune Rd Project	TXDOT AFA # CSJ 0918-24-194	02/19/2015	\$ 260,300.00			\$ 300,000.00					\$ -	
	Metropolitan Infrastructure		\$ 260,300.00								\$ -	
	Total Project F		\$ 260,300.00			\$ 300,000.00					\$ -	
G Parker Rd 12 inch water line (21-8210-490-120) TOTAL Transportation Infrastructure Projects	BW2-Design	01/15/2015	\$ 62,900.00			\$ 62,900.00					\$ -	
	Metropolitan Infrastructure		\$ 62,900.00								\$ -	
	Total Project G		\$ 62,900.00			\$ 62,900.00					\$ -	
TOTAL Transportation Infrastructure Projects												
					\$ 1,781,000.00	\$ 2,224,360.56	\$ 3,100.00	\$ 411,297.47	\$ 163,206.48	\$ 120,540.90	\$ 698,144.85	\$ 1,210,184.98




NOTE:
"L" Denotes Funding from LCA Restricted for Turn Lanes Project B
"R" Denotes Funding from TXDOT RTR Restricted for Project D and E

2014 Master Thoroughfare Plan (Figure 10.2.1)



Legend

- Solid lines are thoroughfares within the city.
- Dashed lines are thoroughfares outside the city.
- Blue lines are proposed thoroughfares.
- Blue dots are proposed roundabout locations.
- Thoroughfare name is followed by thoroughfare type.

Thoroughfare Type	No. of Lanes	Divided Roadway	Pavement Width (Feet)	Right-of-Way Width (Feet)
A 	Six	Yes	78 Plus a 16-Foot Median	120
B 	Four	No	64	90
C 	Two	No	34	60
D (Not Shown)	Two	No	24	50



City of Lucas Council Agenda Request April 2, 2015

Item No. 11

Requester: Public Works Director Stanton Foerster
Finance Director Liz Exum

Agenda Item:

Consider prioritizing safety enhancements to Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation.

Background Information:

During the January 29, 2015, Lucas City Council Meeting, staff was asked to bring a list of safety enhancement projects forward to the City Council for consideration and prioritization. These project are related to safety improvements along Blondy Jhune Road, Winningkoff Road, Forest Grove Road, Snider Lane, and Stinson Road.

Attachments/Supporting Documentation:

1. Collector Street Information with Schematic Cost Estimates
2. Certificates of Obligation Timeline.

Budget/Financial Impact:

These projects are not funded in the FY 2014-2015 budget. The cost estimates are schematic in nature and are subject to revision as engineering design progresses.

Recommendation:

Staff is recommending using Certificates of Obligation to fund the safety enhancement projects.

Motion:

I move to approve/deny the identified safety enhancements to the Collector Street Projects and authorize staff to work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation in an amount not to exceed \$ _____.

Collector Street	Element	Quantity	Unit	Unit Cost	Cost	Ranking				
						High Five	>>> Four	Medium Three	>>> Two	Low One
Blondy Jhune Road	Guardrail	2500	LF	\$ 35	\$ 87,500					
	Culvert	4	EA	\$ 5,000	\$ 20,000					\$ 20,000
	Headwall	6	EA	\$ 2,000	\$ 12,000					\$ 12,000
	West Bridge	1	EA	\$ 400,000	\$ 400,000					
	East Bridge	1	EA	\$ 400,000	\$ 400,000					
	Subtotal				\$ 919,500		\$ 52,500		\$ 35,000	
Winningkoff Road	Guardrail	1100	LF	\$ 35	\$ 38,500					
	Culvert	6	EA	\$ 5,000	\$ 30,000					\$ 30,000
	Headwall	6	EA	\$ 2,000	\$ 12,000					\$ 12,000
	Reverse Curve	1	EA	\$ 400,000	\$ 400,000					
	Subtotal				\$ 480,500		\$ 100,000	\$ 300,000		
	Forest Grove Road	Guardrail	1200	LF	\$ 35	\$ 42,000				
Culvert		4	EA	\$ 5,000	\$ 20,000					\$ 42,000
Headwall		4	EA	\$ 2,000	\$ 8,000					\$ 20,000
Subtotal					\$ 70,000					\$ 8,000
Guardrail		1500	LF	\$ 35	\$ 52,500					
Culvert		5	EA	\$ 5,000	\$ 25,000					\$ 52,500
Snider Lane	Headwall	7	EA	\$ 2,000	\$ 14,000					\$ 25,000
	Subtotal				\$ 91,500					\$ 14,000
	Guardrail	1000	LF	\$ 35	\$ 35,000					
	Culvert	4	EA	\$ 5,000	\$ 20,000					\$ 35,000
	Headwall	4	EA	\$ 2,000	\$ 8,000					\$ 20,000
	Subtotal				\$ 63,000		\$ 226,000	\$ 300,000	\$ 266,500	\$ 32,000
Stinson Road	Ten Percent Contingency				\$ 162,450					\$ 26,650
	Total By Ranking									\$ 3,200
	Cumulative Total By Ranking									\$ 293,150
	Total				\$ 1,786,950		\$ 1,128,600	\$ 1,458,600	\$ 1,751,750	\$ 1,786,950

CITY OF LUCAS, TEXAS (THE "CITY")
 \$ _____
 COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION,
 SERIES 2015 (THE "OBLIGATIONS")

March							April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2	1	2	3	4	5	6	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	28	29	30										

Tuesday, January 20, 2015	SAMCO Capital Markets, Inc. ("SAMCO") begins work on the Notice of Sale ("NOS") and the Preliminary Official Statement ("POS")
Thursday, January 29, 2015	City Council meets in a workshop to discuss the issuance of Certificates of Obligations and General Obligation Bonds
Friday, March 6, 2015	SAMCO sends the City the Request for Information ("RFI")
Thursday, March 19, 2015	City Council meets to determine project list and maximum borrowing amount for Certificates of Obligation.
Friday, March 20, 2015	City returns the RFI to SAMCO
Wednesday, March 25, 2015	First draft of the NOS/POS sent to Bond Counsel
Wednesday, April 1, 2015	Comments due on first draft of NOS/POS
Thursday, April 2, 2015	City Council meets to authorize the Notice of Intention Resolution ("NOI") to issue the Obligations
Friday, April 3, 2015	Second draft of NOS/POS sent to Issuer, Bond Counsel and Rating Agency
Wednesday, April 8, 2015	First publication of the NOI in City's paper of record
Friday, April 10, 2015	Comments due on the second draft of the NOS/POS
Week of April 13 th	Hold Rating Call with the City and Rating Agency
Wednesday, April 15, 2015	Second publication of the NOI in City's paper of record
Wednesday, April 22, 2015	Rating due back; Post NOS/POS to the Municipal Advisory Council
Wednesday, April 29, 2015	Post the NOS/POS to PostOS and email link to working group
Wednesday, May 6, 2015	Bids received
Thursday, May 7, 2015	City Council authorizes the issuance of the Obligations at a competitive sale.
Thursday, June 4, 2015	Obligations Closing; Funds wired to the City's depository bank



City of Lucas Council Agenda Request April 2, 2015

Item No. 12

Requester: Human Resources Manager Cheryl Meehan

Agenda Item:

Consider the City of Lucas Volunteer Firefighter Pension Plan, redefined benefits and implementation for the qualified participants of the City of Lucas Fire Rescue Department.

Background Information:

A study was conducted due to the fact that Texas Emergency Services Retirement System (TESRS) was extremely underfunded and our payment were increasing to assist in subsidizing of the fund. Volunteers were only 50% vested after 10 years of service. We were spending \$36,000 per year and covering 30 of our volunteers.

Attachments/Supporting Documentation:

1. City of Lucas Volunteer Firefighter Pension – Length of Service Award Program (LOSAP). Plan is completely defined by the Pension Board to accommodate the needs of the Lucas Fire Rescue Department.
2. Options will be presented for three levels of the plan along with funding requirements.

Budget/Financial Impact:

One-time payment of up to \$135,000 to prefund plan for existing volunteers for up to 5 years of service. Annual plan payments of up to \$36,000 per year covering 40 members.

Recommendation:

The City of Lucas Volunteer Firefighter Pension Board recommends that the City of Lucas City Council accept the highest level of the benefit which is \$15 per year, for the number of years volunteered to a maximum of \$300 per month. This level will guarantee a lifetime pension or 120 payments to the firefighter whichever is longer, after they reach the age of 65 and have left the department.



City of Lucas Council Agenda Request April 2, 2015

Requester: Human Resources Manager Cheryl Meehan


Motion:

I move to approve/deny the City of Lucas Volunteer Firefighter Pension – Length of Service Award Program (LOSAP) at the benefit level of _____ and funded from _____. Contracts to be received by the City of Lucas for review by the City Attorney and can be placed on the consent agenda at the next City Council meeting when approved by the City Attorney. The Pension plan will be implemented the first day of the month following the contract being signed.

City of Lucas Volunteer Firefighter Pension Length of Service Award Program (LOSAP)

by

City of Lucas Volunteer Firefighter Pension Board.

- Results of research for a better pension plan to benefit the volunteers who serve our Fire Department. Old plan was not transparent. Cost was high with very little return for City or firefighters.
 - Costs to the City to change to a transparent pension fund that actually benefits both the City and the volunteer firefighters.
 - Recommendations of the Board.
- 

City of Lucas Volunteer Firefighter Pension Length of Service Award Program (LOSAP)


Why change?

- The City of Lucas Volunteer Firefighter Pension Board has researched alternate plans for our volunteer firefighters, to replace the previous Texas Emergency Services Retirement System (TESRS).
- TESRS is extremely underfunded and was planning to incorporate an additional surcharge onto the original amount that the City funded for each volunteer. Our current contribution is approximately \$36,000 per year for 30 members.
- TESRS Plan has a vesting rate of 50% at 10 years, increasing by 10% every year till you were 100% vested at 15 years. After paying into the plan for 13 years we only had 10 person that were a percentage vested. When a volunteer left the department with less than 10 years all the money was absorbed by the plan. This meant no value to the City or it's participants.



City of Lucas Volunteer Firefighter Pension Length of Service Award Program (LOSAP)

New Plan is completely defined by the Board, to incorporate the needs of the City of Lucas Fire Department.

- Defined Benefit plan with a payment date of age 65, they must have discontinued service with the City.
 - The pension will be preloaded with up to 5 years of service, so that the volunteers having 3 or more years of service will already have a vested benefit.
 - Maximum benefit payment will be 20 years of service X rate.
 - Vesting schedule: 3 years=60%, 4 years=80% and 5 years=100%.
 - Benefit – Monthly Life Annuity –minimum 120 payments.
 - Disability Benefit – Lump sum Distribution
 - Pre-Entitlement Death Benefit : The greater of \$10,000 or the present value of the participant's accrued benefit.
- 

City of Lucas Volunteer Firefighter Pension Length of Service Award Program (LOSAP)

Qualifications required to be a member.

- Must be 18 years of age or older.
- Must possess and maintain one of the following certifications:
 - SFFMA Intro Firefighter
 - TCFP – Firefighter 1
 - EMT–B Basic
 - EMT–P Paramedic
 - Consideration will be given to those active volunteers that are in an approved training program and actively seeking certification.
- Be an active volunteer of the City of Lucas Fire Rescue Department with the following:
 - Participation in a minimum of 60 hours training hours with the department each year.
 - Complete a minimum of 500 hours of shift or standby hours annually.



City of Lucas Volunteer Firefighter Pension

Length of Service Award Program (LOSAP)

How much will the Pension Plan cost?

The plan was priced out to include 40 Volunteers.

Benefit	Yearly Contribution	Single Pre Load	5 year Amortized	10 Year Amortized
\$10/\$200 Max	\$27,064	\$89,936	\$19,662 (\$98,310)	\$10,966 (\$109,660)
\$12/240 Max	\$30,448	\$108,052	\$23,601 (\$118,005)	\$13,164 (\$131,640)
\$15/300 Max	\$35,536	\$135,000	\$29,487 (\$147,435)	\$16,446 (\$164,460)



City of Lucas Volunteer Firefighter Pension Length of Service Award Program (LOSAP)

Volunteer Firefighter Pension Board Recommendation.

- At the March 23, 2015 meeting the Pension Board discussed the need to recruit and retain qualified Firefighter and EMS certified volunteers. Every benefit that we can provide to volunteers are an important tool in the recruitment and retainage of volunteers. They are very instrumental to the success of the department as they supplement the services provided to the Citizens of Lucas.
- The Pension Board recommends to City Council that we fund the \$15 per year/\$300 maximum level of this benefit.





GLATFELTER SPECIALTY BENEFITS DEFINED BENEFIT LENGTH OF SERVICE AWARDS PROGRAM

A PROPOSAL TO:
LUCAS FIRE DEPARTMENT

Prepared By:
Glatfelter Specialty Benefits
183 Leader Heights Road
York, PA 17402
www.glatfelterspecialtybenefits.com

Presented By:
Barbara Marzean
VFIS of Texas
(800) 252-9435



THIS PROPOSAL EXPIRES IN 90 DAYS
THE SIGNED PLAN DOCUMENT WILL SUPERSEDE ANY PROPOSAL SPECIFICATIONS OR EXAMPLES

HISTORY

In 1969 VFIS pioneered specialized insurance coverage designed to meet the unique needs of America's emergency service organizations. The insight of founder Arthur J. Glatfelter, owner of a well established insurance agency, with the professional help of the late Fire Chief Robert W. Little, Jr., formed the foundation of this highly praised program. Today, VFIS insures more than 15,000 volunteer and paid emergency service groups.

Neglected, misunderstood, and even feared by many insurance companies, volunteer and career firefighters were badly in need of specialized coverage. Response to the VFIS program soon brought to light the needs of rescue squads and other equally high-risk emergency service organizations.

As a result, VFIS has become much more than its name implies. Whatever the nature of your emergency service organization and its inherent risks, VFIS has a program to provide you with the coverage you require to keep your organization functioning at peak efficiency.

- A. VFIS is the world's largest insurance agency specializing in coverage for emergency service organizations.
- B. We proclaim our commitment to the emergency service field with memberships in many professional organizations. Some of these organizations include:
 - International Association of Fire Chiefs
 - National Volunteer Fire Council
 - International Society of Fire Service Instructors
 - Professional Insurance Agents
 - National Association of Life Underwriters
 - National Association of Casualty & Surety Agents
 - Congressional Fire Service Institute
 - Volunteer Combination Officers Section of the IAFC
- C. VFIS is the leader in providing Property and Casualty Insurance, Accident and Sickness Insurance, Length of Service Awards Programs, Loss Control, Education and Training, and other Support Services to the nation's emergency service organizations.

We understand the problems and concerns of emergency service organizations and take an active role in programs aimed at ensuring their success. We know our clients and the challenges they face. We appreciate their dedication and approach our jobs with the same enthusiasm and commitment. Our ability to meet the unique needs of the emergency service community has made us the leader in this field. We hold this confidence as a sacred trust.

GENERAL INFORMATION

- Founded in 1969 — over 45 years of experience with emergency service organizations
- Specializes exclusively in emergency service organizations
- Provides insurance, education, training, and consulting in 49 states and Canada
- Over 15,000 emergency service organization clients
- Unequaled client support services

LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) SPECIFICS

- Involvement with LOSAP began in 1980
- Client service is our highest priority
- 500 LOSAP clients in 33 states
- Highly trained administrative staff dedicated exclusively to LOSAP service
- Continued research and analysis of tax and labor issues
- Written service fee agreement with 2 year price guarantee
- Specimen plan document provided to all clients for attorney review
- Annual certification by independent Enrolled Actuary provided at no additional cost

1. WHAT IS A DEFINED BENEFIT LENGTH OF SERVICE AWARDS PROGRAM?

A Defined Benefit Length of Service Awards Program provides a monthly benefit based on years of qualified active service. This benefit commences on the Plan's Entitlement (Retirement) Date.

2. WHAT ARE THE BENEFITS OF THE PROGRAM?

- A. Service Award- lifetime monthly income with a guaranteed minimum of 120 payments
- B. Pre-Entitlement Disability – lump sum benefit
- C. Pre-Entitlement Death – lump sum benefit

3. WHAT IS THE SIGNIFICANCE OF THE EFFECTIVE DATE?

It is the date the program begins.

- A. Service earned before the effective date is considered past service.
- B. It is the date future service benefits begin to accrue under the Plan.
- C. It is the date the initial contribution is assumed to be made.
- D. It establishes the date used to determine life insurance premiums.
- E. It is the life insurance effective date (with receipt of life insurance applications and premium).
- F. It establishes the Plan anniversary date; the date the actuarial valuation is prepared each year; and when life insurance policies renew.

4. WHO IS ELIGIBLE TO PARTICIPATE IN THE PROGRAM?

The emergency service organization (Sponsor) determines eligibility:

- A. Initially, upon submitting a census to Glatfelter Specialty Benefits (GSB) for a proposal.
- B. In future years, eligibility is based on your organization's point system or other methods used to determine who is an active volunteer member. *A point system illustration follows.*

A year of firefighting service shall be credited under a service award program for each calendar year after establishment of the program in which an active volunteer firefighter accumulates at least 50 points. Points are granted in accordance with a system adopted by the program Sponsor. In considering the categories below, all or any portion of this list can be used with additional flexibility in the point maximums. Such systems shall provide points granted for activities designated by the program Sponsor, with activities selected from the following:

I. TRAINING COURSES — 25 point maximum

- A. Courses under 20 hours duration — one point per hour, with a maximum of five points
- B. Courses of 20 to 45 hours duration — one point per hour for each hour over initial 20 hours, with a maximum of ten points
- C. Courses over 45 hour duration — 15 points per course
- D. Courses over 100 hour duration — 25 points per course

II. DRILLS — 20 point maximum

One point per drill, minimum two hour drill

III. SLEEP-IN OR STAND-BY — 20 point maximum

- A. *Sleep-in* — one point each full night
- B. *Stand-by* — one point each — a stand-by is defined as line of duty activity of the volunteer fire company, lasting for four hours, not falling under one of the other categories.

IV. ELECTED OR APPOINTED POSITIONS — 25 point maximum

- A. Elected or appointed position includes line officers, department or company officers and president, vice president, treasurer, and secretary of a fire company or department.
- B. Completion of one year term in an elected or appointed position.
- C. An active volunteer firefighter elected to serve as a delegate to a firefighters' convention shall also be eligible to receive one point per meeting.

V. ATTENDANCE AT MEETINGS — 20 point maximum

Attendance at any official meeting of the volunteer fire company — one point per meeting

VI. PARTICIPATION IN DEPARTMENT RESPONSES — 25 points for responding on the minimum number of calls, as outlined below:

Total number of calls Volunteer Fire Company responds to annually other than emergency rescue and first aid squad calls (ambulance calls)			
0 to 500	500 to 1,000	1,000 to 1,500	1,500 and up
Minimum number of calls volunteer firefighters must run annually in order to receive 25 points credit			
10%	7.5%	5%	2.5%

Total number of calls emergency rescue and first aid squad (ambulance)			
0 to 500	500 to 1,000	1,000 to 1,500	1,500 and up
Minimum number of calls volunteer firefighter must run annually in order to receive 25 points credit			
10%	7.5%	5%	2.5%

VII. MISCELLANEOUS ACTIVITIES — 15 point maximum

Participation in inspections and other activities not otherwise listed

VIII. ACTIVE MILITARY SERVICE — 50 point maximum

Only available for full-time, active military service for up to four years

Non NY

5. WHAT IS THE BENEFIT FORMULA?

The benefit formula determines the monthly income payable at the Plan’s Entitlement Date. The following formula illustrates the proposed benefit structure:

- A. A benefit of \$10.00* for each year of service earned **before** the Plan Effective Date.
- B. The Maximum Years of Service to be recognized prior to the Plan Effective Date is 5*.
- C. A benefit of \$10.00*for each year of service earned **after** the Plan Effective Date.
- D. The Maximum Years of Service to be provided under the Program is 20*. This number limits the overall Years of Service recognized under the Program (*both Past and Future Service*).
- E. A Maximum Monthly Benefit of \$200.00* is the highest award permitted by the Plan.

6. WHAT IS THE ACCRUED BENEFIT?

The Accrued Benefit is the monthly benefit earned through the last Plan Anniversary Date.

7. WHAT IMPACT DOES VESTING HAVE ON EARNED MONTHLY BENEFITS?

Each year of active service adds to a Participant's accrued (earned) monthly benefit. Vesting refers to the process by which Participants earn a non-forfeitable right to their accrued benefit. The amount of service or participation required for vesting is chosen by the Sponsor. Once a Participant is 100% vested, benefits are guaranteed to commence at the Entitlement Date assuming the plan remains in force and is properly funded. In addition, accrued benefits are automatically 100% vested in the event of Death or Disability.

8. WHAT VESTING OPTIONS ARE AVAILABLE?

The Sponsor may design the vesting schedule in accordance with their objectives or to comply with any existing legislation. The period of years chosen is based on total Years of Service (*Past and Future Service*).

The proposed vesting schedule used is:

<u>Years of Service</u>	
0 through 1	0% Vested
2	40% Vested
3	60% Vested
4	80% Vested
5 or greater	100% Vested

Non NY

*Used for illustrative purposes. Sponsor chooses plan specifications to suit the needs of the organization.

9. WHAT IS ENTITLEMENT DATE?

- A. Entitlement Date is the point when monthly benefits begin to be paid to a vested Participant.
- B. Entitlement Date is the latter of: the plan's specified entitlement age; one year of service after the commencement date of the plan (future service); or termination from the Plan.
- C. Service Award benefits begin on the month following attainment of the Entitlement Date and subsequent to completion of all necessary paperwork.
- D. Most plan sponsors choose to specify age 65 as the Entitlement Age. While the Plan Sponsor may establish an alternate age, there are three primary reasons why age 65 is usually elected:
 - 1. It allows older Participants more active years to earn a larger benefit.
 - 2. An older entitlement age is initially less expensive because there are more years for funds to accumulate and fewer years to pay benefits.
 - 3. From a tax standpoint, the monthly benefit may be an unwelcome addition to a Participant's income before age 65.

10. WHAT METHOD IS USED TO ISSUE SERVICE AWARD BENEFITS?

Service Award benefits commences at the Entitlement Date selected by the Sponsor. There are two methods used to issue Service Award Benefits.

- A. The standard GSB program contemplates the purchase of single premium annuities owned by the Sponsor naming the entitled Participant as annuitant.
- B. In the early years of the Program it may be necessary to fund service award benefits from the Plan's Group Annuity Contract until sufficient assets are accumulated to support the purchase of single premium annuities.

11. WHAT IS AN INDIVIDUAL ANNUITY?

An individual annuity is an insurance product that guarantees periodic payment to a person named as the "annuitant" in exchange for a premium.

12. WHAT IS THE ADVANTAGE OF USING A SINGLE PREMIUM INDIVIDUAL ANNUITY OVER DISTRIBUTION FROM THE INVESTMENT FUND?

There are various reasons that make the purchase of single premium individual annuities a preferable approach to providing Service Award benefits.

- A. Risk is transferred to the insurance carrier. The insurance carrier assumes the liability associated with how long the annuitant will live. The distribution is guaranteed for life; minimum 10 years.

- B. The insurance carrier will locate the Participant. This eliminates the need for the Sponsor to locate a vested, terminated volunteer at Entitlement Date. This may be years after leaving the emergency service organization.
- C. Interest rate on the investment is "locked-in". Premium is determined using a 30-year guaranteed rate of return on the investment.
- D. The cost to issue monthly benefit checks, administration, and annual tax reporting forms are "locked-in". The Sponsor's concern over what costs may be in the future to provide these services is eliminated.

13. HOW DOES THE ANNUITY PURCHASE PROCESS WORK?

When a Participant terminates and is vested or when a Participant reaches Entitlement Date, annuity paperwork is prepared by GSB and sent to the Plan Sponsor. The paperwork includes a Sponsor authorization form that verifies Participant benefit information and authorizes GSB to purchase an annuity using Plan assets.

14. WHAT METHOD IS USED TO DISTRIBUTE DEATH BENEFITS?

The Sponsor is the owner and beneficiary of the universal life insurance Policy insuring the life of a Plan Participant. In the event of an insured death claim, life insurance policy proceeds are deposited into the Plan's investment account.

A Pre-Entitlement Death Benefit is issued from the investment account to the deceased Participant's named beneficiary in accordance with the Plan document. This is a seamless process that requires minimal administration on the part of the Sponsor.

15. WHAT DOES THE INSURED DEATH BENEFIT PROVIDE?

- A. An insured Participant's beneficiary receives the greater of the face amount of life insurance provided by the Plan or the actuarial equivalent lump sum value of the Participant's accrued benefit. This lump sum benefit is payable upon death from any cause. **The benefit is not limited to an emergency duty.** This benefit applies to all Participants age 65 and younger (*without evidence of insurability*) as well as those Participants over age 65 (*who qualify for life insurance*).
- B. A non-insured Participant's beneficiary receives the lump sum value of the Participant's earned benefit or their earned benefit payable for 10 years.

16. WHY IS THE INSURED PRE-ENTITLEMENT DEATH BENEFIT IMPORTANT?

GSB believes in the overwhelming benefits of an insured Pre-Entitlement Death Benefit. Our experience throughout the years confirms the overall importance of this benefit. There are four critical reasons to provide this benefit:

- A. **Participant ownership of life insurance policy with cash value intact upon termination or at Entitlement Date.** As an additional motivation to provide service for a requisite number of years, ownership of the life insurance policy can be transferred to the Participant (providing the Sponsor chooses this option).
- B. **Provide a meaningful death benefit in the event a Participant does not live to receive his service award.** One of the basic purposes of the awards program is to provide Participants an additional incentive to remain active for many years. It is important for a Participant to know that his family will receive some benefit from the program if he does not reach his Entitlement Date. The alternative to an insured Pre-Entitlement Death Benefit is the Participant's accrued benefit. For a young Participant with very few years of service, this could result in a participant's beneficiary receiving a few hundred dollars.
- C. **Protect Plan assets from mortality risk.** An alternative to an insured death benefit is a significant non-insured death benefit. However, with this approach several deaths in the early years of the Plan could bankrupt the Program. Therefore, it makes sound financial sense to insure a minimum death benefit so any potential mortality risk to Plan assets are transferred to an insurer for a reasonable mortality cost.
- D. **Produce a lump-sum actuarial gain if an insured Participant dies before receiving his monthly benefit.** Under the GSB death benefit definition, the deceased Participant's beneficiary receives the greater of 1) the present value of the accrued benefit or 2) the Plan's insured death benefit. The lesser of those amounts remains a Plan asset, which may eventually be used to enhance the Plan or reduce annual recommended deposits.

17. HOW CAN THE LIFE INSURANCE BE CONTINUED WHEN A PARTICIPANT LEAVES THE PROGRAM?

There are two options available to the Sponsor regarding continued life insurance coverage for former Participants.

- A. **Option #1:** Upon termination from the Plan for any reason other than disability, ownership of the Life insurance contract is transferred from the Sponsor to the Participant with cash value. The Participant must complete the number of Years of Service required by the Sponsor or attain Entitlement Date to qualify for policy transfer with cash value. Upon transfer of ownership, the insured is responsible to pay future premiums to the insurance company to maintain coverage.

Note that transfer of policy with cash value is a taxable event to the Participant.

- B. **Option #2:** A Participant who terminates from the Plan for any reason other than disability may request that ownership of the Life insurance contract be transferred from the Sponsor to the Participant. The cash value is surrendered from the policy prior to policy transfer and is returned to the Sponsor, because the policy's cash value is an asset of the Plan. The insured can assume ownership of the policy by completing the appropriate forms and paying at least a quarterly premium. The insured may either:

1. Repay the cash value into the policy to reinstate the policy face amount to its original value; or
2. Choose not to repay the cash value into the policy thereby accepting a policy with a reduced face value.

In summary, including life insurance to fund the pre-entitlement death benefit becomes a win—win proposition for Plan Participants and the Plan Sponsor.

18. HOW CAN THE PROGRAM PROVIDE SUCH A SUBSTANTIAL DEATH BENEFIT?

The Pre-Entitlement Death Benefit is supported by a universal life insurance policy. In the event of a death claim, the life insurance policy proceeds are used for benefit distribution. Without the guarantee of a life insurance policy, the financial solvency of the Plan would be at risk if anything more than the actuarial equivalent value of the Participant's accrued benefit were awarded. This is particularly true in the early years of the Plan or if a catastrophic event would occur.

19. WHAT TYPE OF POLICY IS USED TO INSURE THE PRE-ENTITLEMENT DEATH BENEFIT?

Participants are insured by an interest-sensitive, universal life policy underwritten by Combined Insurance Company.

20. WHO IS ELIGIBLE FOR COVERAGE UNDER THIS POLICY?

Coverage is guaranteed issue for ages 16 through 65. This means Participants in this age group are insured regardless of their health. Participants over age 65 must apply for medical underwriting approval.

21. HOW DOES GROUP TERM INSURANCE COMPARE WITH UNIVERSAL LIFE INSURANCE TO PROVIDE THE DEATH BENEFIT?

GSB encourages you to purchase the maximum amount of group term life insurance available outside your LOSAP. The overwhelming majority of Americans are grossly under-insured thereby making additional coverage a welcome benefit. Within the LOSAP, we believe universal life insurance makes more sense.

An awards program is a long-term commitment to your volunteers. Group term insurance best suits a specific need over a short period of time.

- A. When analyzing the net cost of insurance for 20 or 30 years, group term insurance with its increasing premiums, may exceed the cost of universal life (UL). The UL premium is based on the age of the Participant when the policy is issued. The UL premium does not increase with age and remains the same as when the policy was originally issued.
- B. Another advantage of UL is the option of continuing coverage beyond Entitlement Date or termination with no conversion necessary. The universal life policy is transferable without proof of insurability and in many instances the annual premium will remain as stated when the policy was originally issued. Group term insurance may be available, but only in an alternative form of insurance, such as whole life. Whole life is more expensive than group term and the premium would be stated as of the age of the insured at the time the policy is converted.

- C. Group term insurance coverage typically reduces or terminates at age 65 or 70.
- D. Universal life provides coverage and contains a savings element. Term life insurance usually provides only insurance protection. In contrast, universal life insurance not only provides insurance protection, it also builds interest-sensitive cash value that functions as a savings element. Cash value that is returned to the Plan investment account upon policy surrender or transfer results in an actuarial gain to the Program and may serve to reduce the annual recommended deposit.
- E. The universal life insurance policy can be transferred to terminated or entitled Participants with cash value intact as an additional Plan benefit (*subject to any applicable federal or state regulations, laws, and limitations*). Group term insurance has no cash value.

22. DOES THE FEDERAL DEATH BENEFIT, WORKER'S COMPENSATION, OR A SUPPLEMENTAL ACCIDENT POLICY PROVIDE ADEQUATE DEATH BENEFITS?

All of these benefits are important to the emergency service volunteer. However, because these benefits are limited specifically to either emergency responses or department activities, a large gap in coverage exists. Some deaths are hard to attribute to an emergency duty and fall outside the scope of coverage. By providing a 24-hour, on and off duty benefit, the Participant's beneficiary is assured of receiving a reasonable death benefit regardless of the cause of death.

23. WHAT HAPPENS IF A VESTED PARTICIPANT TERMINATES AND THEN DIES PRIOR TO ENTITLEMENT DATE?

If an annuity has been purchased to provide the Participant's benefit, there is a death benefit built into the annuity equal to the net present value of the annuity. If no annuity was purchased, the named beneficiary will receive the actuarial equivalent of the Participant's vested earned benefit payable in a lump sum.

24. WHAT IS THE PROGRAM'S DEFINITION OF PRE-ENTITLEMENT DISABILITY BENEFIT?

The Plan uses the Social Security definition to establish total and permanent disability. This definition requires "the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment". This definition, while strict, ensures that Participants are entitled to their earned benefit based on an objective definition determined by a third party.

25. WHAT DOES THE PRE-ENTITLEMENT DISABILITY BENEFIT PROVIDE?

If a Participant becomes totally and permanently disabled before reaching Entitlement Date and is eligible to receive disability benefits under the Federal Social Security Act the following benefits apply:

- A. The Participant is entitled to a cash distribution equal to the actuarial equivalent of the Participant's accrued benefit.
- B. The life insurance contract is maintained by the Sponsor if the Participant is certified disabled by a physician.

26. WHAT METHOD IS USED TO DISTRIBUTE PRE-ENTITLEMENT DISABILITY BENEFITS?

A Pre-Entitlement Disability Benefit is issued from the investment account in a manner defined in the Plan documents.

27. WHAT HAPPENS TO PARTICIPANTS WHO TERMINATE FROM THE PLAN BEFORE REACHING THE PLAN'S ENTITLEMENT DATE?

Participants terminating before becoming vested forfeit all rights to benefits from the Plan. Vested Participants will begin receiving the vested accrued monthly benefit at the Plan's Entitlement Date.

At the inception of the plan, the Sponsor elects one of two options to manage a terminated vested member's benefit:

Option #1 - an amount is withdrawn from the Plan's investment fund to purchase a single premium deferred annuity from the insurance company. The insurance company then assumes all responsibility for keeping the Participant's payment information and issuing benefit checks when the Participant reaches their Entitlement Date. **Purchasing a deferred annuity provides three important advantages to the Plan Sponsor:**

In most cases, funding constraints may limit the utilization of Option 1 in the early years of the LOSAP.

- A. It eliminates the need for the emergency service organization to maintain records on terminated Participants.
- B. It ensures that Participants cannot outlive their monthly Service Award benefit by transferring both the mortality and investment risk to an outside carrier.
- C. It reduces the yearly per-participant administrative fee.

Option #2 - the Plan elects not to purchase a deferred annuity and agrees to monitor the Participant's location and assume responsibility for completing the necessary paperwork to purchase the annuity immediately prior to the Participant's Entitlement Date. (If this option is selected the Participant's benefit remains a liability of the plan until the annuity is purchased at Entitlement Date.)

28. WHAT ARE THE TAX CONSEQUENCES TO PLAN PARTICIPANTS?

- A. Accumulation Period — It is the opinion of our legal counsel that there are no tax consequences to Plan Participants as the funds accumulate on their behalf.
- B. Service Award Benefit — The benefit is taxed as ordinary income when a Participant begins receiving it at Entitlement Date.
- C. Pre-Entitlement Disability Benefit — If a Participant becomes disabled, the benefit is taxed as ordinary income.
- D. Pre-Entitlement Death Benefit — If a Participant dies, the death benefit, whether insured or non-insured, is taxed as ordinary income to the named beneficiary. Because of the structure of service

awards programs, the proceeds of any insurance policy are first paid to the Sponsor as owner and beneficiary of the policy. The Sponsor then issues a check to the Participant's named beneficiary.

The material presented above is provided for informational purposes only and should not be construed as tax advice. Changes to federal or state tax code through legislation, regulation, or rulings may warrant modification of the interpretations presented herein.

29. HOW IS THE ANNUAL RECOMMENDED DEPOSIT DETERMINED?

Our goal is to assist you in funding your Program on an actuarially sound basis. The Annual Recommended Deposit is calculated using a series of actuarial assumptions and an accepted actuarial funding method. The combination of the assumptions and funding method allow us to project relatively level, predictable recommended deposits not only in the current year, but in subsequent years as well. As the Sponsor of the Plan you have the right to request alternative actuarial assumptions and are responsible for the timing and amount of your contribution. Many Sponsors elect to contribute higher than the recommended deposit to accelerate the funding status of the Plan. Please refer to question 33 for a detailed explanation of the funding method.

30. WHY IS THE ASSUMED INTEREST RATE USED?

The most important actuarial assumption in the funding of your program is the assumed interest rate. This rate is used to project the performance of the investment fund account and serves to discount the Program's liabilities. Since an awards program is a long-term commitment to your volunteers, the assumed interest rate must be considered reasonable for the long term duration of the plan. Over the last thirty years, the rate of return earned on long term, low risk, fixed income investments has been approximately 5%.

31. WHAT IS THE RISK OF ASSUMING AN AGGRESSIVE RATE OF INTEREST?

Establishing an overly aggressive interest rate assumption may result in an underestimate of the contribution necessary to meet your Plan's liabilities. The impact of not attaining your assumed interest rate over the long term is an increase to deposit recommendations in future years to meet Plan liabilities.

The use of a conservative interest rate assumption can protect your Plan fund by minimizing the impact of unpredictable investment results. If actual investment experience is more favorable than the assumption used, the excess interest earnings will be an actuarial gain to the Plan.

32. WHAT ARE ACTUARIAL GAINS AND HOW DO THEY AFFECT FUTURE RECOMMENDED DEPOSITS?

Actuarial gains represent plan experience greater than the actuarial assumptions used to fund the program. The most notable actuarial gain is interest earned in excess of the assumed rate. Plan participants who terminate without a vested benefit also create an actuarial gain. Actuarial gains benefit the Plan Sponsor by reducing plan liabilities.

33. HOW DOES THE FUNDING METHOD WORK?

The funding method used in this proposal is Entry Age Normal with Frozen Initial Liability. Under this funding method, the following steps take place in calculating the recommended annual deposit:

- A. The amount required at Entitlement Age to guarantee each Participant's projected monthly benefit payable for life, with a minimum of 120 payments, is calculated. This future value amount is called the maturity value.
- B. An annual amount is calculated that, if contributed annually starting from the Participant's date of membership through Entitlement Age, would accumulate at the assumed interest rate to equal the maturity value. This annual amount is the Plan's Normal Cost.
- C. Since no contributions were made prior to the Plan's effective date, the total value that would have accumulated needs to be contributed. This accumulated value is known as the Frozen Initial Liability (FIL).
- D. The FIL may be paid off as a lump sum or amortized (spread) over future years to ensure that necessary funds are available to pay the Participant's benefits. Various amortization periods are available based on the average age of the Participants. A longer amortization period generates a lower annual recommended deposit. However, it will take longer to fully amortize the FIL.

The annual recommended deposit is determined by adding the Plan's normal cost and the amortization of the FIL. Under this method, any actuarial gains and losses will be spread over the Plan's future deposits in order to minimize year to year fluctuations in the recommended annual deposit.

It is important to note that the period to fund benefits is the expected active career of the volunteers. Benefits may be earned at a more rapid rate than funded. The ratio of assets to Present Value of Accrued Benefit represents the percentage your Plan is funded. In the early years (particularly when past service is awarded), the ratio is relatively low. However, as the plan matures and any Frozen Initial Liability is paid off, the ratio will increase. If at any point in time the Plan is terminated prior to 100% of the benefits being funded, the Plan will either have to make up the difference or reduce the benefit promised to Participants.

The above explanation is a description of the funding method in the simplest terms and is not meant to be a complete description.

34. HOW CAN SUBSEQUENT YEARS' DEPOSITS BE DETERMINED?

The valuation method utilized by GSB is designed to provide level and predictable recommended deposits assuming a stable participant roster. Actuarial gains or losses and variations in roster will result in fluctuations to the recommended deposit from year to year. Generally speaking, once the FIL is paid in full, the recommended deposit will decrease. At this point, the Plan Sponsor may look at the feasibility of certain plan enhancements such as increasing benefit levels or reducing the Plan's entitlement age. A strong advantage of using the Frozen Initial Liability funding method is the predictability of deposits.

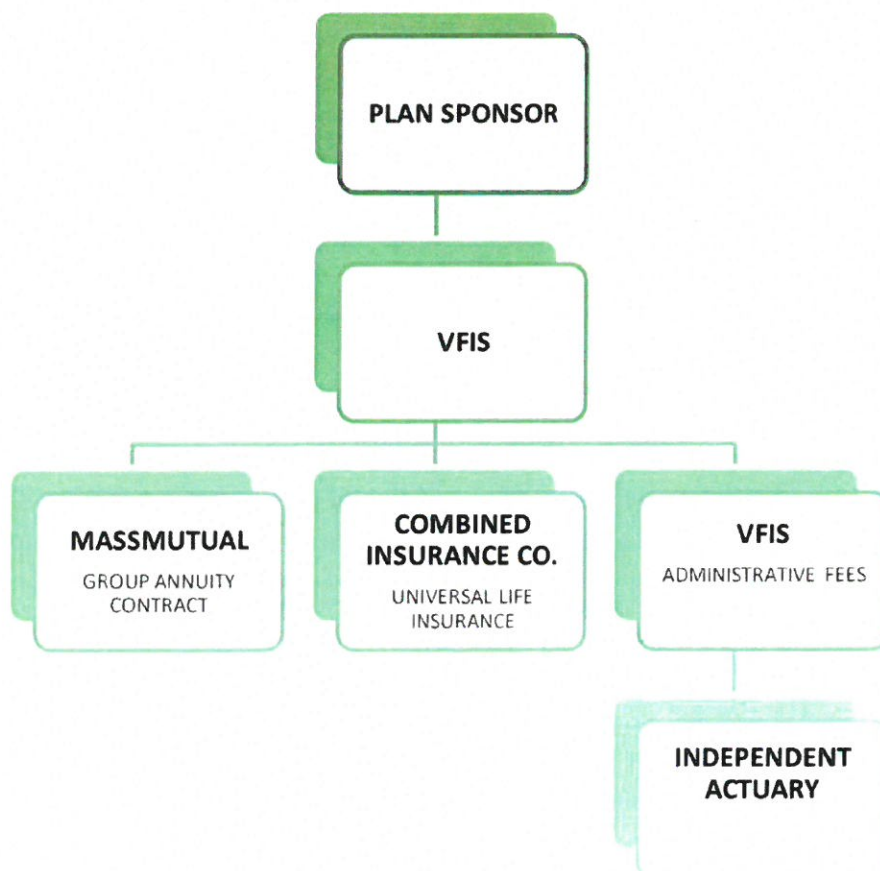
35. HOW IS THE ANNUAL RECOMMENDED DEPOSIT USED?

The majority of your deposit is invested in a Group Annuity Contract underwritten by MassMutual Financial Group. The investment contract is utilized for its safety, competitive interest rate, and liquidity.

A portion of the deposit is used to insure the Pre-Entitlement Death Benefit offered through the Plan. The product used for this purpose is an interest-sensitive Universal Life Policy underwritten by Combined Insurance Company.

Finally, a small portion is used to pay for Plan administration and actuarial certification costs. The administrative services provided by GSB are described in the Administrative section of this proposal. The annual actuarial certification of the plan is performed by an independent enrolled actuary. GSB coordinates the actuarial certification on behalf of the Plan sponsor by contracting with an independent actuarial firm. We believe that this structure is preferable in assuring an unbiased approach to the certification.

In summary, deposits are allocated as follows:



36. WHAT IS THE PLAN SPONSOR'S RESPONSIBILITY IN THE ONGOING OPERATION OF THE LOSAP?

The Plan Sponsor is responsible for all decisions regarding funding, who is eligible for benefits, and ongoing changes. GSB will assist you by providing support to minimize your administrative duties. With your written direction, GSB will coordinate all investment transactions and reporting, entitlement distributions, death and disability claims, life insurance policy maintenance, and general administrative responsibilities. It is your responsibility to review and understand the information that we provide. We welcome questions and offer service calls upon request to review information provided and answer any questions your designated Plan Contact (Plan Administrator) may have.

37. WHY SHOULD YOU CHOOSE GLATFELTER SPECIALTY BENEFITS?

GSB is committed to providing its agents and clients a level of service beyond what would be expected. We support this commitment by recognizing the value of an independent agent to provide the client with the local support necessary to ensure a successful LOSAP for many years. Working together with the independent agent we provide the following services to our valued clients:

SUPPORT

- ✓ Staff of experienced associates committed to the sales and administration of LOSAP
- ✓ Designated single point of contact for day-to-day administration
- ✓ Technical support

INSTALLATION ASSISTANCE

- ✓ Enrollment assistance
- ✓ LOSAP administration package including all necessary forms
- ✓ Specimen plan documents
- ✓ Explanation of benefits for Plan Participants
- ✓ Detailed service fee agreement
- ✓ Investment contract
- ✓ Sample point systems

FIXED GROUP ANNUITY CONTRACT

The Length of Service Awards Program assets are invested in MassMutual Financial Group's General Account through a Fixed Group Annuity Contract. This account guarantees both principal and accrued interest. The staff responsible for the Contract consists of research analysts, portfolio managers, economists, and securities traders. They employ a fundamental, disciplined approach to the selection and management of securities. This gives MassMutual access to some of the best values among the universe of public bonds, private placements and mortgages. This, in turn, gives our clients the advantage of above-average return for each dollar invested. The objective of the General Account is to maximize the long-term rate of return consistent with a goal of ensuring the safety of principal of invested assets.

I. HOW DOES THE GROUP ANNUITY CONTRACT MEET THE RESPONSIBILITY OF PRUDENT PLAN ASSET INVESTMENT?

The primary objective of the plan's investment account is to accumulate funds in a manner that will ensure the ability to pay promised benefits to plan Participants. Many plan Sponsors prefer a low-risk investment earning an attractive rate of return. GSB believes the Group Annuity Contract is a perfect fit to meet these objectives by offering the following:

- A. Significant investment flexibility;
- B. Meaningful guarantees, such as guarantee of principal and guaranteed minimum interest rate;
- C. Consistently attractive investment results.

II. WHAT ARE SOME OF THE ADVANTAGES OF THE VFIS GROUP ANNUITY* CONTRACT?

- A. Excellent long term record;
- B. Access to best values in the market;
- C. Book value accounting;
- D. Constant market presence;
- E. Increased yield through joint participation with other investors– assets are pooled in an effort to generate greater returns on investment and provide protection from volatility in the markets;
- F. Guarantee of principal.

III. WHAT ARE SOME OF THE FEATURES OF THE VFIS GROUP ANNUITY* CONTRACT?

- A. Guarantee of principal and credited interest;
- B. Interest credited daily from date of deposit to date of withdrawal;
- C. Minimum lifetime interest guarantee of 3%;
- D. All clients in the same contract will have the same rate of interest;
- E. Participant tax reporting provided annually at no additional fee;
- F. Periodic reports of results;
- G. Benefits paid at book value;
- H. No additional fees for transactions (deposit, withdrawal, etc.);
- I. Check issuance provided at no additional fee.

IV. WHAT IS THE HISTORIC RETURN OF THE VFIS GROUP ANNUITY CONTRACT?

VFIS Group Annuity*	
10/01/01-12/01/03	5.55%
12/01/03-07/01/05	5.20%
07/01/05-06/01/08	4.85%
06/01/08-04/01/10	4.60%
04/01/10-03/01/11	4.25%
03/01/11-02/01/12	4.00%
02/01/12-03/01/13	3.75%
03/01/13-03/01/14	3.50%
Effective 03/01/14	3.00%

*Offered through MassMutual Financial Group

V. HOW DOES THE INVESTMENT CONTRACT OPERATE?

- A. The Contract accepts periodic deposits. The emergency service organization is able to make deposits in a time frame consistent with their fiscal constraints.
- B. Deposits are sent to GSB for bulk remission to MassMutual. GSB coordinates all transactions with MassMutual easing administration for the emergency service organization.
- C. Individual sub-accounts are established for each emergency service organization. Although funds are pooled with all other assets in the General Account for greater investment power, each emergency service organization is provided individual customer service.
- D. MassMutual produces annual fund statements for each emergency service organization. This is important because tracking of all sub-account activity is available.
- E. All benefits are withdrawn from the fund at book value. All funds deposited and the growth on those funds (100%) is used to benefit your LOSAP Participants without withdrawal penalty or fee.
- F. The VFIS Group Annuity Contract is provided for full disclosure of contract application, conditions, and provisions. Each participating emergency service organization should sign an acknowledgement form to ensure proper understanding of the contract.

VI. HOW IS WITHDRAWAL DUE TO PLAN TERMINATION HANDLED?

Withdrawals on account of cessation of a Participating Emergency Service Organization's participation in the Group Annuity Contract due to Termination or Involuntary Annexation of the Participating Emergency Service Organization's Length of Service Awards Program will be made at book value in a lump sum.

VII. HOW IS WITHDRAWAL DUE TO CONTRACT DISCONTINUANCE HANDLED?

If the Plan remains active and the Participating Emergency Service Organization discontinues the funding arrangement, withdrawal on account of cessation of participation in the Group Annuity Contract will be subject to the Discontinuance provisions of the Contract. Two options are available:

Option 1: 100% of the Withdrawal at Discontinuance

At the discretion of MassMutual, this amount may be paid in a lump sum or in level installments (spread provision) over a period not to exceed five years. If the spread provision is invoked, interest will be credited on the unpaid balance at a rate per annum produced by the formula stated in the Contract.

Option 2: Withdrawal at Discontinuance with Market Value Adjustment

The market value of the Withdrawal at Discontinuance will be made in a lump sum. MassMutual will determine the market value of the Withdrawal at Discontinuance in accordance with the Market Value Adjustment Formula stated in the contract. MassMutual may defer such payment for a period not exceeding ninety (90) days from the date MassMutual receives proper notification.

VIII. HOW IS THE MARKET VALUE ADJUSTMENT DETERMINED?

The market value of a Withdrawal at Discontinuance will be derived by multiplying the amount of Withdrawal at Discontinuance by the Market Value Adjustment Factor determined as follows:

- A. If the average yield in the current market place is greater than the interest rate credited under this Contract, the market value adjustment formula will produce a distribution less than book value.
- B. If the interest rate credited under this Contract is greater than or equal to the average yield in the current market place, the market value adjustment formula will produce a *distribution* equal to or greater than book value.



183 Leader Heights Road • P.O. Box 2726 • York, Pennsylvania 17405
(717) 741-0911 • (800) 233-1957 • Fax (717) 747-7069 • www.vfis.com



Length of Service Award Program

Designed For

Lucas Fire Department

Illustration #5

Date Prepared: March 03, 2015

OPTION 1
\$10 YR/ \$200 MAX

Prepared By:

Jeff Moore
Glatfelter Specialty Benefits
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Presented By:

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VFIS of Texas
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Austin, TX 78731
(800) 252-9435

**THIS PROPOSAL EXPIRES IN 90 DAYS
THE SIGNED PLAN DOCUMENT WILL SUPERSEDE ANY PROPOSAL SPECIFICATIONS**

Lucas Fire Department

Illustration #5

PLAN SPECIFICATIONS

1. **Effective Date:** 04/01/2015
2. **Eligibility:** As provided on your census.
3. **Pre-Entitlement Benefit Formula:**
 - \$10.00 Per month per year of past service
(maximum of 5 Years).
 - \$10.00 Per month per year of future service.
 - 20 Maximum years of service.
 - \$200.00 Maximum monthly entitlement benefit.
4. **Vesting Schedule:** 3 Years = 60%, 4 years = 80%, 5 years = 100%
5. **Entitlement Age:** Age 65 plus 1 year of Plan Participation. (Participant must sever service with your organization or attain the maximum benefit permitted under the program to commence payment of the award.)
6. **Normal Form of Entitlement Benefit:** Monthly life annuity - (Minimum 120 monthly payments)
7. **Disability Benefit:** Lump sum distribution
8. **Pre-Entitlement Death Benefit:** The greater of \$10,000.00 or the present value of the participant's accrued benefit.

ACTUARIAL FUNDING METHODS & ASSUMPTIONS

9. **Interest Assumptions:** 4.75%
10. **Turnover Table:** N/A
11. **Mortality Table:**

	<u>Pre-Retirement</u>	<u>Post-Retirement</u>
Male	1994 Group Annuity (GAR)	1994 Group Annuity (GAR)
Female	1994 Group Annuity (GAR)	1994 Group Annuity (GAR)
12. **Funding Method:** Entry age normal frozen initial liability

Lucas Fire Department

Illustration #5

ANNUAL RECOMMENDED DEPOSIT

This Length of Service Awards Program has been structured to allow the plan sponsor to systematically set aside funds in relatively level increments as a means to accumulate funds necessary to provide benefits. The Annual Recommended Deposit illustrated in this proposal is based on information provided to us as well as the proposed effective date outlined in Plan Specifications. Any changes to participant specific data, Plan Specifications, or the effective date may cause variations in the illustrations provided below.

The Annual Recommended Deposit will be recalculated each year using current data, assumes first day of plan year contribution, and consists of the following:

	5 Year Amortization	10 Year Amortization
Administrative Fee	\$1,112.00	\$1,112.00
Life Insurance Premium	\$9,010.00	\$9,010.00
Investment Deposit Normal Cost	\$16,942.00	\$16,942.00
Investment Deposit Amortization	\$19,662.00	\$10,966.00
Annual Recommended Deposit	\$46,726.00	\$38,030.00

Administrative Fee

The VFIS annual administrative fee is \$800.00 + \$ 8 per Participant. This fee covers contracted VFIS services, as well as annual certification by an independent, enrolled actuary. The fee noted above is based on 39 Participants on your roster.

Life Insurance Premium

The death benefit illustrated in this proposal is supported by *individual* universal life insurance contracts. Coverage is guaranteed issue for members aged 16 to 65. Members aged 66 and older must go through medical underwriting to be considered for coverage. Coverage may be denied based upon the member's medical history. Life insurance protection is not available in this product for members aged 70 and older.

Investment Deposit Normal Cost ("Normal Cost")

"Normal Cost" is an estimate of the minimum funding necessary for the coming year that will accumulate an investment fund that is sufficient to provide promised benefits at entitlement for all eligible Participants.

Investment Deposit Amortization

"Normal cost" is calculated as if the plan had always been in effect and the sponsor had been making regular contributions up to the plan's effective date. However, since contributions were not made prior to the effective date, the amount that would have otherwise accumulated needs to be funded. As an alternative to paying this amount in a lump sum, it can be amortized over a number of years.

**Lucas Fire Department
Participant Summary Report
Valuation as of 04/01/2015 for the Plan Year Ending 03/31/2016**

<u>Employee Name</u>	<u>Status</u>	<u>Hire Date</u>	<u>Curr Age</u>	<u>Ret Age</u>	<u>Proj Mo Benefit</u>	<u>Accrued Benefit</u>	<u>Vest Pct</u>	<u>Vested Accr Ben</u>
Abston, Larry William	Active	1/1/01	62	65	\$80.00	\$50.00	100%	\$50.00
Alderdice, Aaron	Active	1/5/15	27	65	\$200.00	\$10.00	0%	\$0.00
Bohnenkamper, Tony L	Active	4/1/13	53	65	\$140.00	\$20.00	0%	\$0.00
Bramett, Doug G	Active	6/8/09	45	65	\$200.00	\$50.00	100%	\$50.00
Brasfield, Kyle J	Active	1/1/12	23	65	\$200.00	\$30.00	60%	\$18.00
Contreras, Alejandro	Active	8/1/14	28	65	\$200.00	\$10.00	0%	\$0.00
Cook, John	Active	10/1/13	22	65	\$200.00	\$20.00	0%	\$0.00
Dejong, Scott C	Active	7/11/11	27	65	\$200.00	\$40.00	80%	\$32.00
Evans, Ian C	Active	1/1/12	30	65	\$200.00	\$30.00	60%	\$18.00
Fick, Denise	Active	1/5/15	56	65	\$100.00	\$10.00	0%	\$0.00
Frome, Robert L	Active	1/16/11	49	65	\$200.00	\$40.00	80%	\$32.00
Gadness, Joel	Active	8/1/14	34	65	\$200.00	\$10.00	0%	\$0.00
Gant, Lance M	Active	2/28/11	39	65	\$200.00	\$40.00	80%	\$32.00
Garcia, Jonathan	Active	8/1/14	31	65	\$200.00	\$10.00	0%	\$0.00
Graham, Sam	Active	1/5/15	35	65	\$200.00	\$10.00	0%	\$0.00
Guajardo, Jesus	Active	12/1/12	27	65	\$200.00	\$20.00	0%	\$0.00
Hamilton, Sabrina L	Active	4/22/13	34	65	\$200.00	\$20.00	0%	\$0.00
Hazelton, Dakota	Active	11/17/14	23	65	\$200.00	\$10.00	0%	\$0.00
Hines, Benjamin W	Active	4/9/12	23	65	\$200.00	\$30.00	60%	\$18.00
Hurley, Jim L	Active	5/12/10	63	65	\$70.00	\$50.00	100%	\$50.00
Johnson, Gary D	Active	8/14/01	76	77	\$60.00	\$50.00	100%	\$50.00
Johnson, Theran	Active	8/1/14	25	65	\$200.00	\$10.00	0%	\$0.00
Jones, Victor	Active	12/1/12	20	65	\$200.00	\$20.00	0%	\$0.00
Kellan, Chris	Active	9/1/13	54	65	\$130.00	\$20.00	0%	\$0.00



Leonard, Coy David	Active	1/1/01	61	65	\$90.00	\$50.00	100%	\$50.00
Lin, Andrew	Active	2/1/13	23	65	\$200.00	\$20.00	0%	\$0.00
Lynch, Dennis C	Active	2/2/07	37	65	\$200.00	\$50.00	100%	\$50.00
Malik, Matthew W	Active	1/1/13	26	65	\$200.00	\$20.00	0%	\$0.00
Mauck, Bobeite	Active	10/21/08	56	65	\$140.00	\$50.00	100%	\$50.00
Orozco, Brian Jt	Active	7/3/14	32	65	\$200.00	\$10.00	0%	\$0.00
Petersen, Cameron Del Var	Active	12/5/10	24	65	\$200.00	\$40.00	80%	\$32.00
Poteete, Joshua	Active	8/1/14	24	65	\$200.00	\$10.00	0%	\$0.00
Reining, Gerald L	Active	1/8/11	35	65	\$200.00	\$40.00	80%	\$32.00
Robinett, Chad D.	Active	9/15/09	32	65	\$200.00	\$50.00	100%	\$50.00
Sanchez, Maria J	Active	1/1/12	24	65	\$200.00	\$30.00	60%	\$18.00
Tellier, James Edward	Active	1/1/01	64	65	\$60.00	\$50.00	100%	\$50.00
Thompson, Kimberly A	Active	1/10/13	47	65	\$200.00	\$20.00	0%	\$0.00
Wheless, Scott L	Active	7/11/11	24	65	\$200.00	\$40.00	80%	\$32.00
Zale, Craig A	Active	1/1/01	47	65	\$200.00	\$50.00	100%	\$50.00

Member Total: 39

*Life insurance coverage is guaranteed issue for members aged 16 to 65. Members aged 66 and older must go through medical underwriting to be considered for coverage. Coverage may be denied based upon the member's medical history. Life insurance protection is not available in this product for members aged 70 and older.



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Length of Service Award Program

Designed For

Lucas Fire Department

Illustration #6

Date Prepared: March 04, 2015

OPTION 2
\$12 YR/ \$240 MAX

Prepared By:

Jeff Moore
Glatfelter Specialty Benefits
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Presented By:

Barbara Marzean
VFIS of Texas
3420 Executive Center Drive, Suite 301
Austin, TX 78731
(800) 252-9435

THIS PROPOSAL EXPIRES IN 90 DAYS
THE SIGNED PLAN DOCUMENT WILL SUPERSEDE ANY PROPOSAL SPECIFICATIONS

Lucas Fire Department

Illustration #6

PLAN SPECIFICATIONS

1. **Effective Date:** 04/01/2015
2. **Eligibility:** As provided on your census.
3. **Pre-Entitlement Benefit Formula:**
 - \$12.00 Per month per year of past service
(maximum of 5 Years).
 - \$12.00 Per month per year of future service.
 - 20 Maximum years of service.
 - \$240.00 Maximum monthly entitlement benefit.
4. **Vesting Schedule:** 3 Years = 60%, 4 years = 80%, 5 years = 100%
5. **Entitlement Age:** Age 65 plus 1 year of Plan Participation. (Participant must sever service with your organization or attain the maximum benefit permitted under the program to commence payment of the award.)
6. **Normal Form of Entitlement Benefit:** Monthly life annuity - (Minimum 120 monthly payments)
7. **Disability Benefit:** Lump sum distribution
8. **Pre-Entitlement Death Benefit:** The greater of \$10,000.00 or the present value of the participant's accrued benefit.

ACTUARIAL FUNDING METHODS & ASSUMPTIONS

9. **Interest Assumptions:** 4.75%
10. **Turnover Table:** N/A
11. **Mortality Table:**

	<u>Pre-Retirement</u>	<u>Post-Retirement</u>
Male	1994 Group Annuity (GAR)	1994 Group Annuity (GAR)
Female	1994 Group Annuity (GAR)	1994 Group Annuity (GAR)
12. **Funding Method:** Entry age normal frozen initial liability

Lucas Fire Department

Illustration #6

ANNUAL RECOMMENDED DEPOSIT

This Length of Service Awards Program has been structured to allow the plan sponsor to systematically set aside funds in relatively level increments as a means to accumulate funds necessary to provide benefits. The Annual Recommended Deposit illustrated in this proposal is based on information provided to us as well as the proposed effective date outlined in Plan Specifications. Any changes to participant specific data, Plan Specifications, or the effective date may cause variations in the illustrations provided below.

The Annual Recommended Deposit will be recalculated each year using current data, assumes first day of plan year contribution, and consists of the following:

	5 Year Amortization	10 Year Amortization
Administrative Fee	\$1,112.00	\$1,112.00
Life Insurance Premium	\$9,010.00	\$9,010.00
Investment Deposit Normal Cost	\$20,326.00	\$20,326.00
Investment Deposit Amortization	\$23,601.00	\$13,164.00
Annual Recommended Deposit	\$54,049.00	\$43,612.00

Administrative Fee

The VFIS annual administrative fee is \$800.00 + \$ 8 per Participant. This fee covers contracted VFIS services, as well as annual certification by an independent, enrolled actuary. The fee noted above is based on 39 Participants on your roster.

Life Insurance Premium

The death benefit illustrated in this proposal is supported by *individual* universal life insurance contracts. Coverage is guaranteed issue for members aged 16 to 65. Members aged 66 and older must go through medical underwriting to be considered for coverage. Coverage may be denied based upon the member's medical history. Life insurance protection is not available in this product for members aged 70 and older.

Investment Deposit Normal Cost ("Normal Cost")

"Normal Cost" is an estimate of the minimum funding necessary for the coming year that will accumulate an investment fund that is sufficient to provide promised benefits at entitlement for all eligible Participants.

Investment Deposit Amortization

"Normal cost" is calculated as if the plan had always been in effect and the sponsor had been making regular contributions up to the plan's effective date. However, since contributions were not made prior to the effective date, the amount that would have otherwise accumulated needs to be funded. As an alternative to paying this amount in a lump sum, it can be amortized over a number of years.



**Lucas Fire Department
Participant Summary Report
Valuation as of 04/01/2015 for the Plan Year Ending 03/31/2016**

<u>Employee Name</u>	<u>Status</u>	<u>Hire Date</u>	<u>Curr Age</u>	<u>Ret Age</u>	<u>Proj Mo Benefit</u>	<u>Accrued Benefit</u>	<u>Vest Pct</u>	<u>Vested Accr Ben</u>
Abston, Larry William	Active	1/1/01	62	65	\$96.00	\$60.00	100%	\$60.00
Alderdice, Aaron	Active	1/5/15	27	65	\$240.00	\$12.00	0%	\$0.00
Bohnenkamper, Tony L	Active	4/1/13	53	65	\$168.00	\$24.00	0%	\$0.00
Bramett, Doug G	Active	6/8/09	45	65	\$240.00	\$60.00	100%	\$60.00
Brasfield, Kyle J	Active	1/1/12	23	65	\$240.00	\$36.00	60%	\$21.60
Contreras, Alejandro	Active	8/1/14	28	65	\$240.00	\$12.00	0%	\$0.00
Cook, John	Active	10/1/13	22	65	\$240.00	\$24.00	0%	\$0.00
Dejong, Scott C	Active	7/11/11	27	65	\$240.00	\$48.00	80%	\$38.40
Evans, Ian C	Active	1/1/12	30	65	\$240.00	\$36.00	60%	\$21.60
Fick, Denise	Active	1/5/15	56	65	\$120.00	\$12.00	0%	\$0.00
Frome, Robert L	Active	1/16/11	49	65	\$240.00	\$48.00	80%	\$38.40
Gadness, Joel	Active	8/1/14	34	65	\$240.00	\$12.00	0%	\$0.00
Gant, Lance M	Active	2/28/11	39	65	\$240.00	\$48.00	80%	\$38.40
Garcia, Jonathan	Active	8/1/14	31	65	\$240.00	\$12.00	0%	\$0.00
Graham, Sam	Active	1/5/15	35	65	\$240.00	\$12.00	0%	\$0.00
Guajardo, Jesus	Active	12/1/12	27	65	\$240.00	\$24.00	0%	\$0.00
Hamilton, Sabrina L	Active	4/22/13	34	65	\$240.00	\$24.00	0%	\$0.00
Hazelton, Dakota	Active	11/17/14	23	65	\$240.00	\$12.00	0%	\$0.00
Hines, Benjamin W	Active	4/9/12	23	65	\$240.00	\$36.00	60%	\$21.60
Hurley, Jim L	Active	5/12/10	63	65	\$84.00	\$60.00	100%	\$60.00
Johnson, Gary D	Active	8/14/01	76	77	\$72.00	\$60.00	100%	\$60.00
Johnson, Theran	Active	8/1/14	25	65	\$240.00	\$12.00	0%	\$0.00
Jones, Victor	Active	12/1/12	20	65	\$240.00	\$24.00	0%	\$0.00
Kellen, Chris	Active	9/1/13	54	65	\$156.00	\$24.00	0%	\$0.00



Leonard, Coy Davld	Active	1/1/01	61	65	\$108.00	\$60.00	100%	\$60.00
Lin, Andrew	Active	2/1/13	23	65	\$240.00	\$24.00	0%	\$0.00
Lynch, Dennis C	Active	2/2/07	37	65	\$240.00	\$60.00	100%	\$60.00
Malik, Matthew W	Active	1/1/13	26	65	\$240.00	\$24.00	0%	\$0.00
Mauck, Bobeite	Active	10/21/08	56	65	\$168.00	\$60.00	100%	\$60.00
Orozco, Brian Jt	Active	7/3/14	32	65	\$240.00	\$12.00	0%	\$0.00
Petersen, Cameron Del Var	Active	12/5/10	24	65	\$240.00	\$48.00	80%	\$38.40
Poteete, Joshua	Active	8/1/14	24	65	\$240.00	\$12.00	0%	\$0.00
Reining, Gerald L	Active	1/8/11	35	65	\$240.00	\$48.00	80%	\$38.40
Robinet, Chad D.	Active	9/15/09	32	65	\$240.00	\$60.00	100%	\$60.00
Sanchez, Maria J	Active	1/1/12	24	65	\$240.00	\$36.00	60%	\$21.60
Tellier, James Edward	Active	1/1/01	64	65	\$72.00	\$60.00	100%	\$60.00
Thompson, Kimberly A	Active	1/10/13	47	65	\$240.00	\$24.00	0%	\$0.00
Wheless, Scott L	Active	7/11/11	24	65	\$240.00	\$48.00	80%	\$38.40
Zale, Craig A	Active	1/1/01	47	65	\$240.00	\$60.00	100%	\$60.00

Member Total: 39

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183 Leader Heights Road • P.O. Box 2726 • York, Pennsylvania 17405
(717) 741-0911 • (800) 233-1957 • Fax (717) 747-7069 • www.vfis.com



Length of Service Award Program

Designed For

Lucas Fire Department

Illustration #7

Date Prepared: March 04, 2015

OPTION 3
\$15 YR/ \$300 MAX

Prepared By:

Jeff Moore
Glatfelter Specialty Benefits
(800) 233-1957 or jmoore@vfis.com
www.glatfelterspecialtybenefits.com

Presented By:

Barbara Marzean
VFIS of Texas
3420 Executive Center Drive, Suite 301
Austin, TX 78731
(800) 252-9435

THIS PROPOSAL EXPIRES IN 90 DAYS
THE SIGNED PLAN DOCUMENT WILL SUPERSEDE ANY PROPOSAL SPECIFICATIONS

Lucas Fire Department

Illustration #7

PLAN SPECIFICATIONS

1. **Effective Date:** 04/01/2015
2. **Eligibility:** As provided on your census.
3. **Pre-Entitlement Benefit Formula:**
 - \$15.00 Per month per year of past service
(maximum of 5 Years).
 - \$15.00 Per month per year of future service.
 - 20 Maximum years of service.
 - \$300.00 Maximum monthly entitlement benefit.
4. **Vesting Schedule:** 3 Years = 60%, 4 Years = 80%, 5 Years = 100%
5. **Entitlement Age:** Age 65 plus 1 year of Plan Participation. (Participant must sever service with your organization or attain the maximum benefit permitted under the program to commence payment of the award.)
6. **Normal Form of Entitlement Benefit:** Monthly life annuity - (Minimum 120 monthly payments)
7. **Disability Benefit:** Lump sum distribution
8. **Pre-Entitlement Death Benefit:** The greater of \$10,000.00 or the present value of the participant's accrued benefit.

ACTUARIAL FUNDING METHODS & ASSUMPTIONS

9. **Interest Assumptions:** 4.75%
10. **Turnover Table:** N/A
11. **Mortality Table:**

	<u>Pre-Retirement</u>	<u>Post-Retirement</u>
Male	1994 Group Annuity (GAR)	1994 Group Annuity (GAR)
Female	1994 Group Annuity (GAR)	1994 Group Annuity (GAR)
12. **Funding Method:** Entry age normal frozen initial liability

Lucas Fire Department

Illustration #7

ANNUAL RECOMMENDED DEPOSIT

This Length of Service Awards Program has been structured to allow the plan sponsor to systematically set aside funds in relatively level increments as a means to accumulate funds necessary to provide benefits. The Annual Recommended Deposit illustrated in this proposal is based on information provided to us as well as the proposed effective date outlined in Plan Specifications. Any changes to participant specific data, Plan Specifications, or the effective date may cause variations in the illustrations provided below.

The Annual Recommended Deposit will be recalculated each year using current data, assumes first day of plan year contribution, and consists of the following:

	5 Year Amortization	10 Year Amortization
Administrative Fee	\$1,112.00	\$1,112.00
Life Insurance Premium	\$9,010.00	\$9,010.00
Investment Deposit Normal Cost	\$25,414.00	\$25,414.00
Investment Deposit Amortization	\$29,487.00	\$16,446.00
Annual Recommended Deposit	\$65,023.00	\$51,982.00

Administrative Fee

The VFIS annual administrative fee is \$800.00 + \$ 8 per Participant. This fee covers contracted VFIS services, as well as annual certification by an independent, enrolled actuary. The fee noted above is based on 39 Participants on your roster.

Life Insurance Premium

The death benefit illustrated in this proposal is supported by *individual* universal life insurance contracts. Coverage is guaranteed issue for members aged 16 to 65. Members aged 66 and older must go through medical underwriting to be considered for coverage. Coverage may be denied based upon the member's medical history. Life insurance protection is not available in this product for members aged 70 and older.

Investment Deposit Normal Cost ("Normal Cost")

"Normal Cost" is an estimate of the minimum funding necessary for the coming year that will accumulate an investment fund that is sufficient to provide promised benefits at entitlement for all eligible Participants.

Investment Deposit Amortization

"Normal cost" is calculated as if the plan had always been in effect and the sponsor had been making regular contributions up to the plan's effective date. However, since contributions were not made prior to the effective date, the amount that would have otherwise accumulated needs to be funded. As an alternative to paying this amount in a lump sum, it can be amortized over a number of years.



**Lucas Fire Department
Participant Summary Report
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Alderdice, Aaron	Active	1/5/15	27	65	\$300.00	\$15.00	0%	\$0.00
Bohnenkamper, Tony L	Active	4/1/13	53	65	\$210.00	\$30.00	0%	\$0.00
Bramett, Doug G	Active	6/8/09	45	65	\$300.00	\$75.00	100%	\$75.00
Brasfield, Kyle J	Active	1/1/12	23	65	\$300.00	\$45.00	60%	\$27.00
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City of Lucas Council Agenda Request April 2, 2015

Item No. 13

Requester: City Manager Joni Clarke

Agenda Item:

Consider providing input on the revision of the Lavon Lake Master Plan by the U.S. Army Corps of Engineers (USACE).

Background Information:

The current master plan is dated May 13, 1972 and the region (including Collin, Rockwall and Denton Counties) have experienced more than a 50% population increase during the 2000 – 2010 census period. The federal lands and water surface of Lavon Lake provides the region with recreational opportunities that are grand by any scale. With area development pressure, Lavon Lake provides the opportunity for maintaining wildlife habitat, protection of environmentally sensitive areas and the provision of recreational opportunities that are becoming increasingly scarce and deserving of our attention. The USACE is requesting feedback within 30 days and is anticipating a draft plan to be complete in six to eight months with the final draft completed in 12 to 18 months.

Some of the possible feedback on behalf of the City of Lucas may include:

- Wild hog management
- Consideration of a lease agreement with USACE regarding Brockdale Park
- Consideration of a lease agreement with USACE regarding Highland Park
- Defining utility corridors
- Preservation of wildlife habitat and support of the Blackland Prairie Raptor Center
- Support of the Trinity Trail Preservation Association
- Expansion of trail network and connectivity
- Coordination of public safety services including emergency medical, fire services and law enforcement
- Protection of existing assets and deterring vandalism

Attachments/Supporting Documentation:

1. Lavon Lake Master Plan Revision Presentation for the Public Information Meeting held on March 10, 2015.
2. Public Workshop Comment Form
3. Email from Trinity Trails Preservation Association



City of Lucas Council Agenda Request April 2, 2015

Requester: City Manager Joni Clarke

Budget/Financial Impact:

N/A

Recommendation:

Staff is seeking guidance from the City Council regarding the Lavon Lake Master Plan revision so we can provide comments on behalf of the City of Lucas.

Motion:

N/A

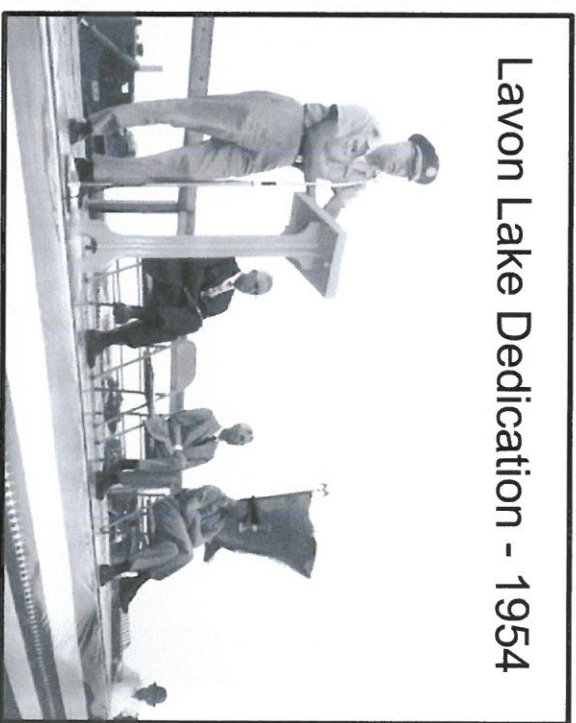
Lavon Lake Master Plan Revision Public Information Meeting March 10, 2015

Presented By Michael Kinard
Lake Manager
U.S. Army Corps of Engineers
Fort Worth District



Purpose of this Meeting

- Fully describe the purpose and intent of a Master Plan
- Describe the revision process
- Answer questions you may have
- Ask for your participation
- Explain why the Lavon Lake Master Plan is in need of revision and how it may affect nearby communities and the public at large



National Environmental Policy Act of 1969

- Applies to all Federal Actions, including Master Plan Revisions
- Requires Federal agencies to **CONSIDER and DOCUMENT** *the environmental impacts of their proposed actions as part of an agency's OVERALL planning and decision-making*
- Requires Federal agencies to cooperate with Federal, state and local governments, and other concerned public and private organizations and citizens during project planning
- Scoping is where the agency asks for initial input from “the public” (agencies, governments, citizens, non-profits) with information about the project area, resources, etc



Purpose and Intent of Master Plans

The Corps defines a Master Plan as...

“ The strategic land use management document that guides the comprehensive management and development of all project recreational, natural and cultural resources throughout the life of the water resource development project.”



Source: Chapter 3 of EP 1130-2-550 available at

www.usace.army.mil/library/publications



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Key Points Regarding Master Plans

- Main focus is stewardship of natural and cultural resources and provision of high quality outdoor recreation facilities and opportunities
- Proposed effective life of a Master Plan is 25 years
- Recreational use of the water surface is addressed
- Master Plans do not address in detail the technical aspects of water management for flood risk management or water supply



Additional Key Points

- Key sections of the Master Plan Revision include resource management objectives, revised land use classifications and a conceptual management plan for each land classification
- Potential outcomes could be designation of lands for resort development, new marinas, and utility corridors
- Stakeholder and public input is critical
- Protection of environmentally sensitive areas is given priority



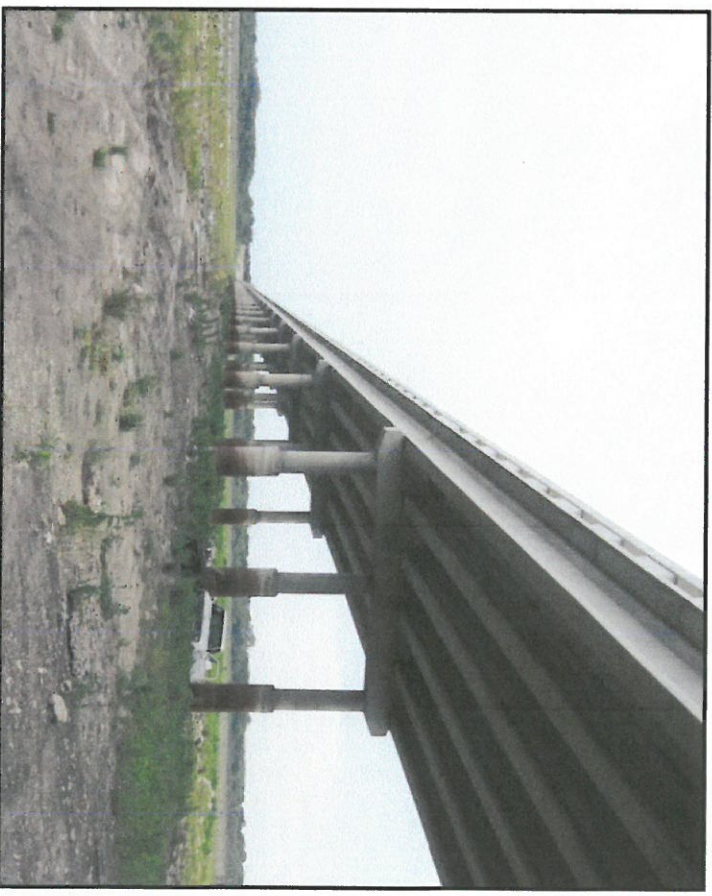
What Will Not be Addressed

- By regulation, privately owned boat docks are not allowed at Lavon Lake and will not be addressed in the Master Plan
- National policy places strict limitations on the proposed construction of new public roads on Corps lands. With few exceptions road proposals that would cross Federal land will not be addressed



What About the Drought?

- Master Plans cannot change how water in the lake is managed
- Natural resources and recreation management must be implemented within the constraints of the primary missions of flood risk management and water conservation



F-M 3286 Bridge, Summer 2014



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Why Revise the Lavon Lake Master Plan?

- Current Master Plan is dated May 13, 1972... has exceeded its useful life
- Collin County and adjacent Rockwall and Denton Counties each experienced more than 50% population growth during the 2000-2010 census period
- Residential development around Lavon Lake is expanding rapidly, especially on the west side
- The Master Plan must be revised to address current and future growth in the region



The Corps' Vision for Lavon Lake

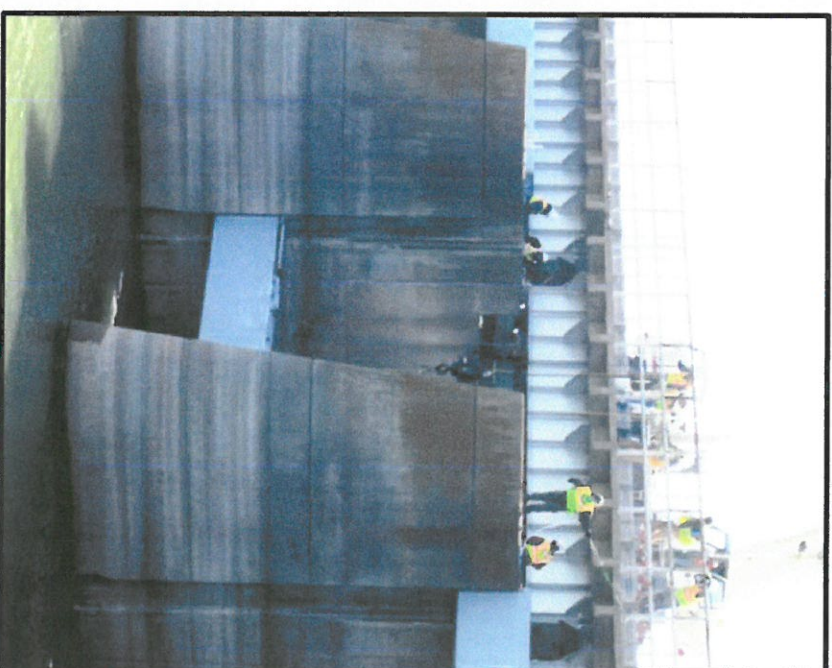
The land, water surface and recreational resources of Lavon Lake will be managed to protect, conserve, and sustain natural and cultural resources, especially environmentally sensitive resources, and provide outdoor recreation opportunities that complement overall project purposes for the benefit of present and future generations.



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Lavon Lake Missions

- Flood Risk Management
- Water Conservation
- Environmental Stewardship
- Public Outdoor Recreation



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Fast Facts about Lavon Lake

- The original Lavon Dam and Lake was completed in 1954
- The Lavon Lake enlargement was completed in 1975 almost doubling the size of the lake
- At conservation (normal) pool elevation the lake covers 21,357 acres
- At the 100-year flood pool elevation the lake covers 32,700 acres
- The federal property boundary line is 155 miles long



More Fast Facts

- Lavon Lake is the primary source of water for the North Texas Municipal Water District which supplies water to 1.6 million people
- The federal lands and water surface of Lavon Lake represent the largest, and perhaps most important, outdoor recreation venue in Collin County and the northeastern counties comprising NCTCOG
- 16,158 acres of land above conservation pool
- 849 acres of flowage easement



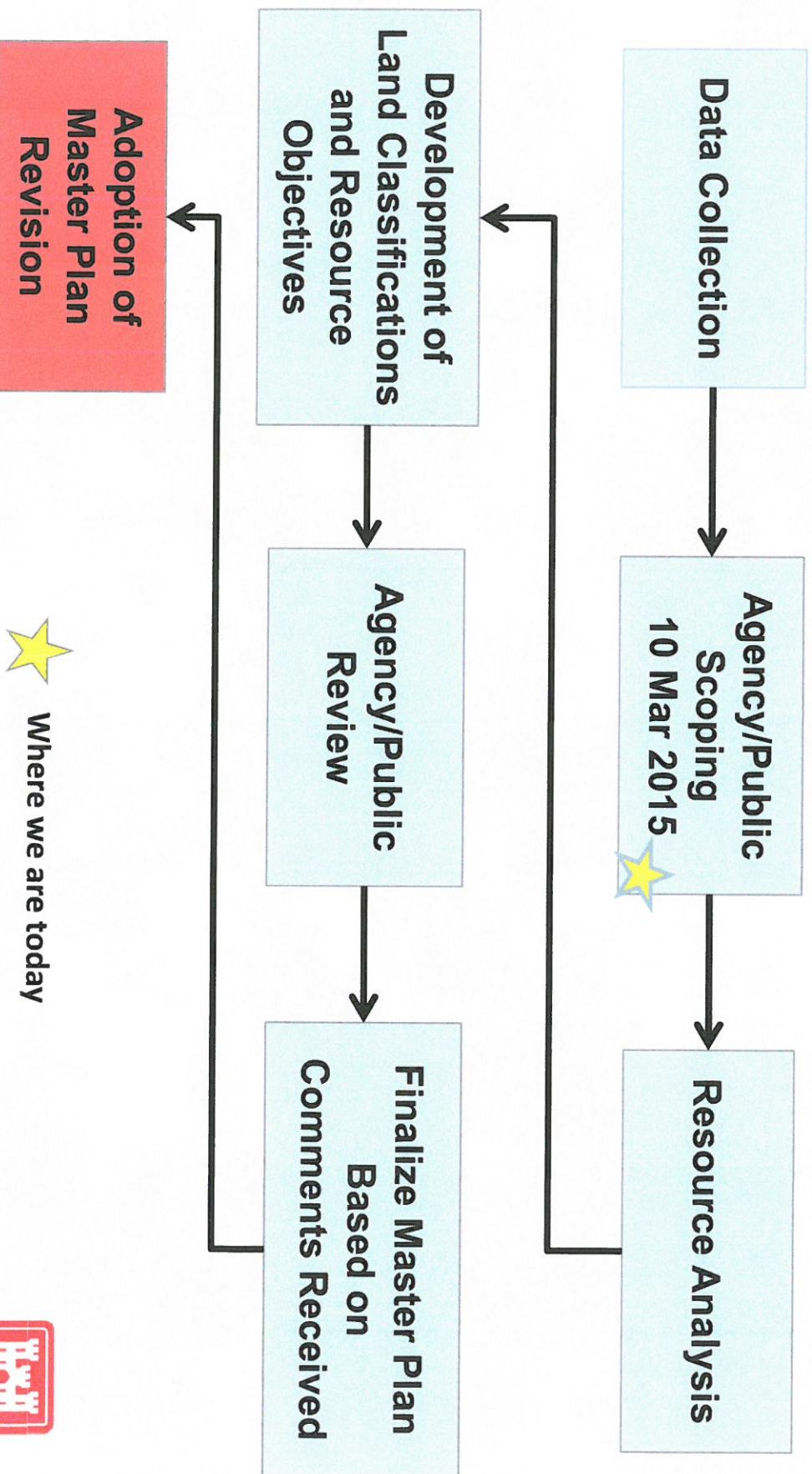
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Master Plan Revision Process

- Accomplished by a team of Corps employees with input from other agencies
- Public and stakeholder input will be carefully considered
- An Environmental Assessment of the Master Plan will be prepared and appended to the plan



The Master Planning Process



★ Where we are today



What Major Changes Are Needed in the Current Master Plan?

- Reclassify all project lands and water surface
 - ▶ Some currently designated parks may be reclassified as wildlife or low intensity recreation lands
 - ▶ New or expanded high density recreation areas could be designated
 - ▶ Anticipate significant lands being classified as environmentally sensitive areas
 - ▶ Decide where, if any, new marinas or resort may be located
 - ▶ Designate utility corridors



Additional Major Changes

- Prepare new Resource Objectives
 - ▶ Need current recreation objectives that reflect major trends identified by TPWD and through public input
 - ▶ Need current natural resource objectives that reflect major habitat and open space needs identified by TPWD, NCTCOG, and public input



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Lavon Lake Land Classification Now and Proposed

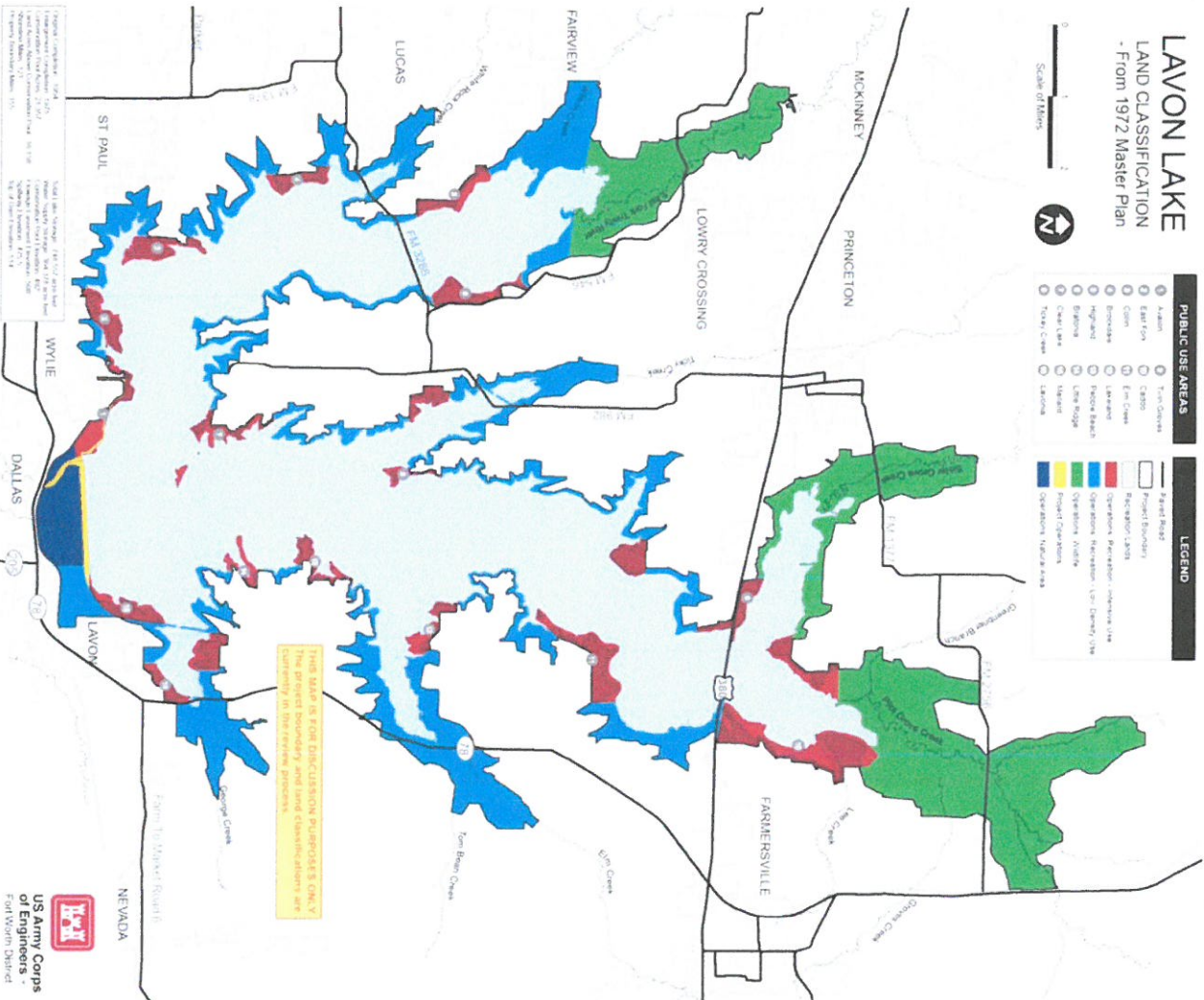
Current Land Classifications	Proposed New Land Classifications
Project Operations	Project Operations
Recreation Lands	High Density Recreation
Operations – Recreation Intensive Use Operations – Recreation Low Density Use Operations – Wildlife Operations – Natural Area	Environmentally Sensitive Areas Multiple Resource Management • Low Density Recreation • Wildlife Management • Vegetation Management • Future/ Inactive Recreation Areas Water Surface



LAVON LAKE
LAND CLASSIFICATION
- From 1972 Master Plan



PUBLIC USE AREAS		LEGEND	
Aspen	Easton	Project Boundary	Recreation Land
Canon	Easton	Operations Recreation - Intensive Use	Operations Recreation - Low Density Use
Clara	Easton	Project Operations	Operations Intensive Area
Enclosed	Easton	Project Operations	Operations Intensive Area
Hogland	Easton	Project Operations	Operations Intensive Area
Elgin	Easton	Project Operations	Operations Intensive Area
Clear Lake	Easton	Project Operations	Operations Intensive Area
Tomlin	Easton	Project Operations	Operations Intensive Area
Easton	Easton	Project Operations	Operations Intensive Area
Easton	Easton	Project Operations	Operations Intensive Area




UTM Zone 18N
NAD 83
UTM Zone 18N
NAD 83
UTM Zone 18N
NAD 83
UTM Zone 18N
NAD 83



US Army Corps
of Engineers
Fort Worth District

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Land Classification	Definition
Project Operations	Those lands required for the dam, operations center, office, maintenance compound and other areas that are used solely for project operations
High Density Recreation	Land developed for intensive recreational activities by the visiting public, including developed recreation areas and areas for marinas and related concessions, and resorts Recreation –Low Density: Activities such as hiking, primitive camping, wildlife observation, and hunting Wildlife Management General: Fish and wildlife management activities
Multiple Resource Management	Vegetative Management: Management activities for the protection and development of a specific vegetative cover Inactive and/or Future Recreation Areas: Recreation areas planned for the future or that have been temporarily closed
Environmentally Sensitive Areas	Areas where scientific, ecological, cultural or aesthetic features have been identified. These areas must be considered by management to ensure they are not adversely impacted
Easement Lands	All land for which USACE holds an easement interest but not fee title. Planned use and management of easement lands will be in strict accordance with the terms and conditions of the easement estate acquired for the project 

Water Surface Classification

Definition

Restricted

Water areas restricted for project operations, safety, and security purposes

Designated No-Wake

To protect environmentally sensitive shoreline areas, recreational water access areas from disturbance, and for public safety

Fish and Wildlife Sanctuary

Annual or seasonal restrictions on areas to protect fish and wildlife species during periods of migration, resting, feeding, nesting, and/or spawning

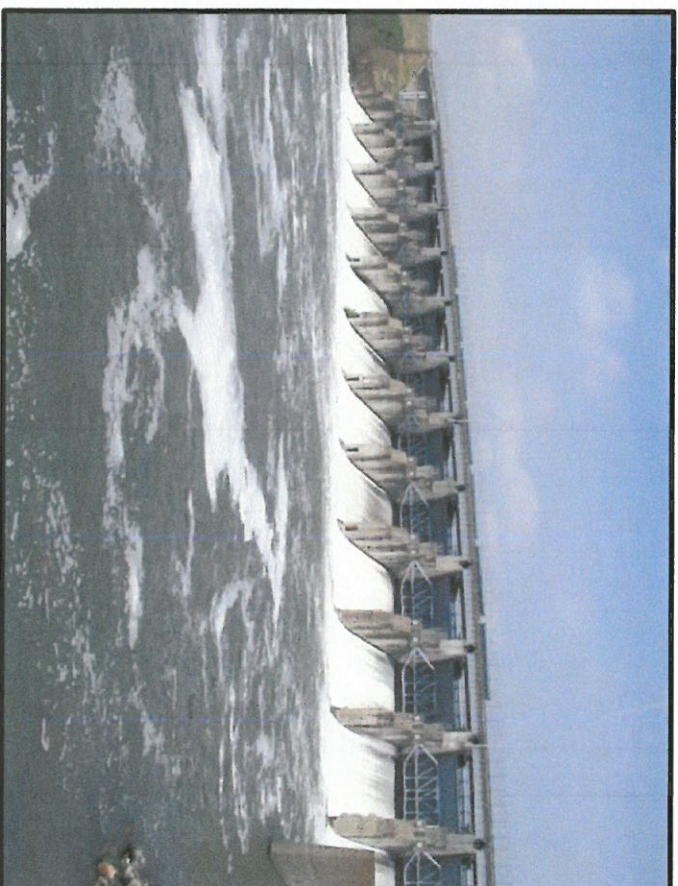
Open Recreation

Those waters available for year round or seasonal water-based recreational use



Land Classifications

Project Operations - This category includes those lands required for the dam, spillway, switchyard, levees, dikes, offices, maintenance facilities, and other areas that are used solely for the operation of the project



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Land Classifications

High Density Recreation - Lands developed for intensive recreational activities for the visiting public including day use areas and/or campgrounds. These could include areas for concessions (marinas, comprehensive resorts, etc)



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Land Classifications

Environmentally Sensitive Areas - Areas where scientific, ecological, cultural or aesthetic features have been identified. Designation of these lands is not limited to just lands that are otherwise protected by laws such as the Endangered Species Act, the National Historic Preservation Act or applicable State statutes. These areas must be considered by management to ensure they are not adversely impacted

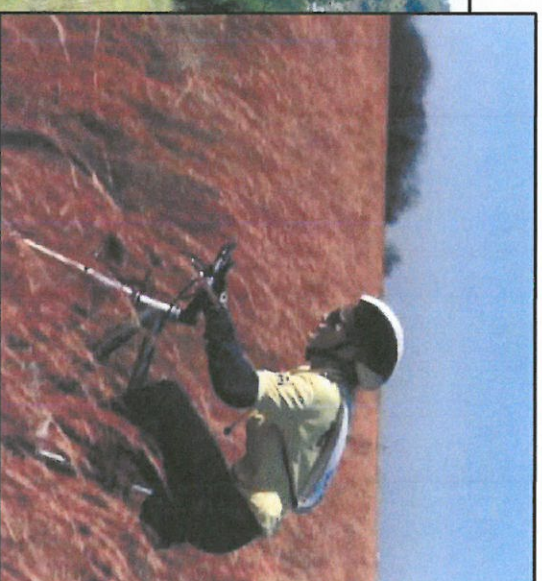
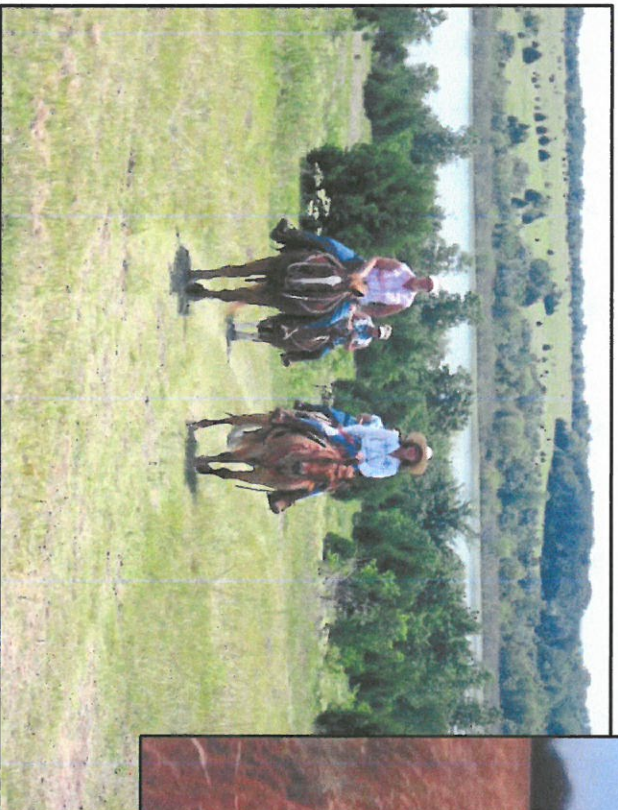
Examples may include mature bottomland forests, river and stream corridors, scenic bluffs, and native prairie.



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Land Classifications

Low Density Recreation - Lands with minimal development or infrastructure that support passive public recreational use (e.g. primitive camping, fishing, hunting, trails, wildlife viewing, etc.)



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Land Classifications

Wildlife Management - Lands designated for stewardship of fish and wildlife resources



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Land Classifications

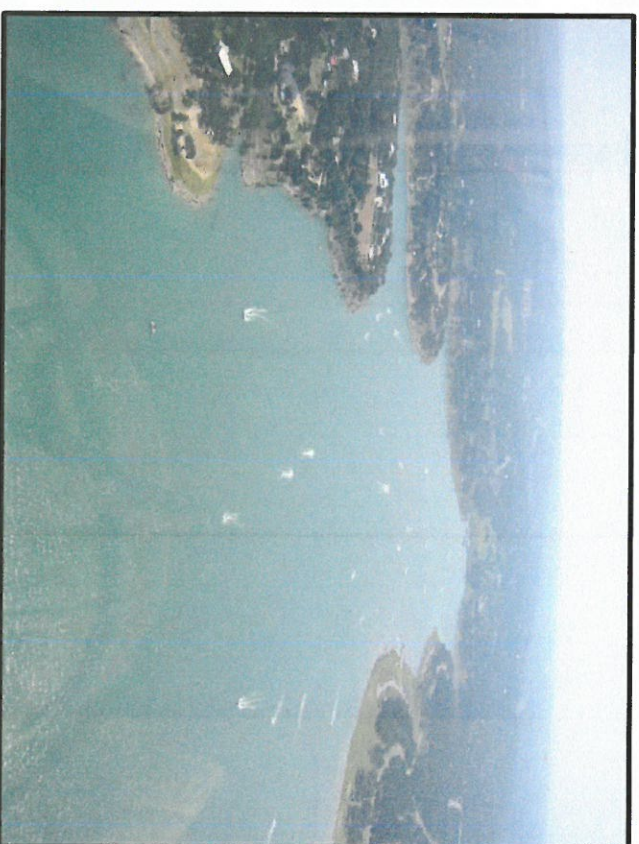
Vegetative Management - Lands designated for stewardship of forest, prairie, and other native vegetative cover



BUILDING STRONG®

Water Classifications

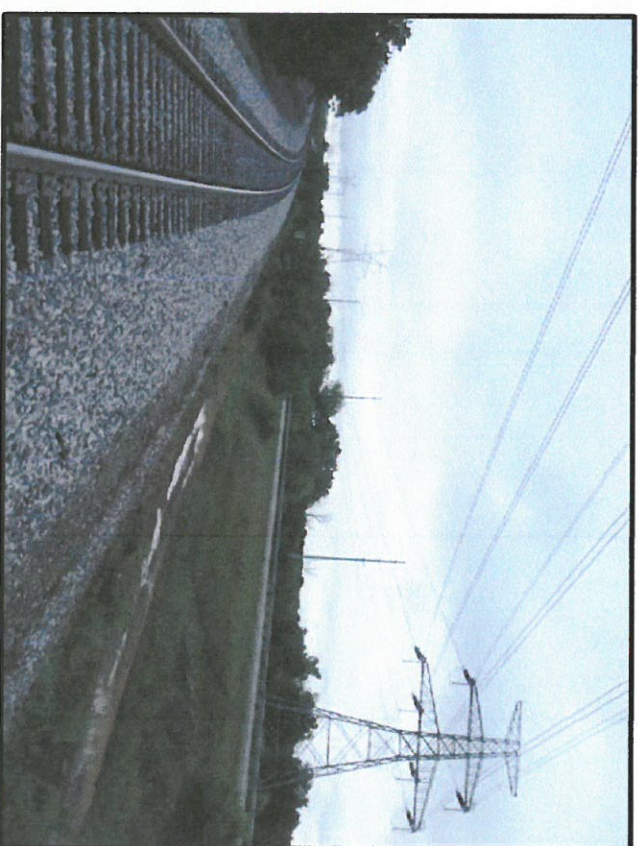
- Water Surface- Restricted
- Water Surface-Designated No Wake
- Water Surface-Fish and Wildlife Sanctuary
- Water Surface- Open Recreation



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Utility Corridors

- Linear strips of Federal land used for consolidation of multiple utility lines
- Establish only where no viable alternative to crossing Federal land exists
- Main purpose is to reduce negative environmental Impacts
- Generally follow existing roads or utility lines



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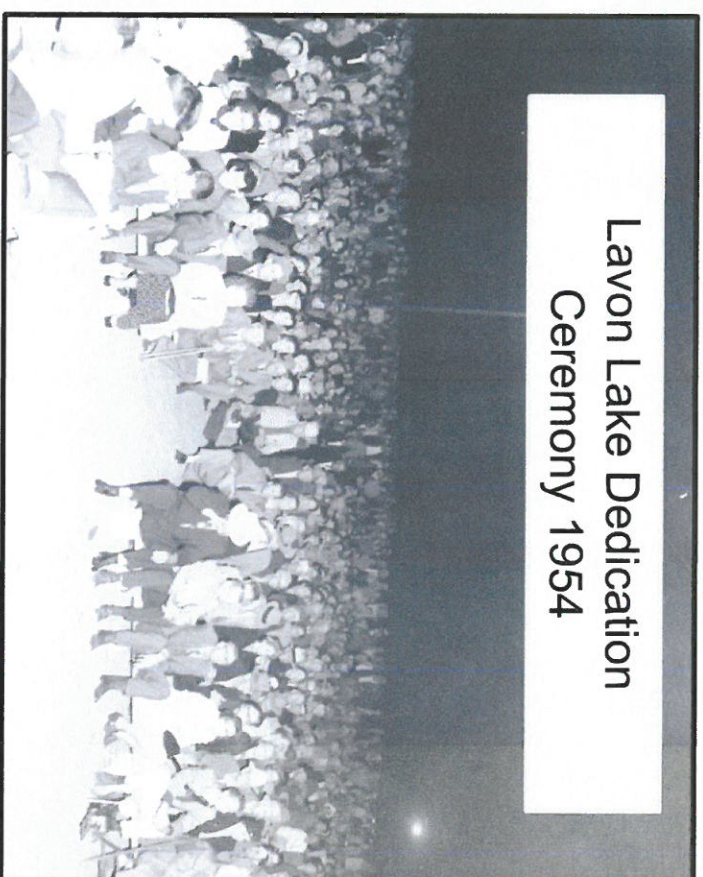
Examples of Resource Objectives

- **Recreation Objective:**
 - ▶ Expand existing trails and create new trails for a variety of users
 - ▶ Extend key boat ramps to accommodate low lake levels
- **Natural Resource Objective:**
 - ▶ Restore degraded prairie sites to support a diversity of native grasses and forbs
 - ▶ Implement a zebra mussel control program
- **General Objective:**
 - ▶ Reduce encroachments and trespass through improved boundary marking and surveillance



How Can I Participate?

- Attend Meetings
- Visit our website at:
(www.swf.usace.army.mil)
- Send us an e-mail at:
(lavonlakemp@usace.army.mil)
- Visit with our lake staff
- Tell your friends
- Fill out a comment card
now or take it home and
send later



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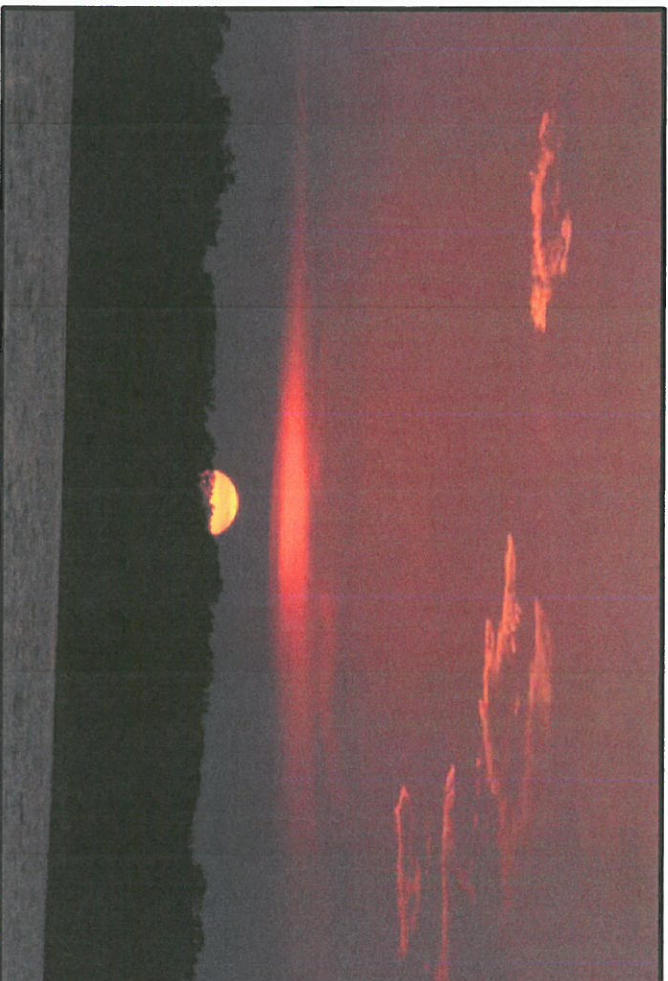
Master Plan Next Steps

- Typical lake master plan update will take 12 to 18 months to finalize. Lavon Lake Master Plan update is in the initial stage of development.
- 30 day public comment - 10 Mar – 10 Apr
- Draft MP document - 6 - 8 months
- Draft MP / EA public meeting
- Final document - 6 - 8 months



The End

Please use our remaining time to visit with
staff members, ask questions and help us produce
an excellent Master Plan



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US Army Corps of Engineers

FORT WORTH DISTRICT

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Lavon Lake Master Plan Update

General Information

The U.S. Army Corps of Engineers (USACE), Fort Worth District, is revising the Lavon Lake Master Plan. The Master Plan guides the management of the government lands around the edge of the lake. The Master Plan affects future management of natural resources and recreational opportunities to ensure the sustainability of Lavon Lake.

About Lavon Lake

Facts about Lavon Lake:

- The original Lavon Dam and Lake was completed in 1954
- The Lavon Lake enlargement was completed in 1975 almost doubling the size of the lake
- At conservation (normal) pool elevation the lake covers 21,357 acres
- At the 100-year flood pool elevation the lake covers 32,700 acres
- The federal property boundary line is 155 miles long
- Lavon Lake is the primary source of water for the North Texas Municipal Water District which supplies water to 1.6 million people
- The federal lands and water surface of Lavon Lake represent the largest, and perhaps most important, outdoor recreation venue in Collin County and the northeastern counties comprising North Central Texas Council Of Governments (NCTCOG)
- 16,158 acres of land above conservation pool
- 849 acres of flowage easement



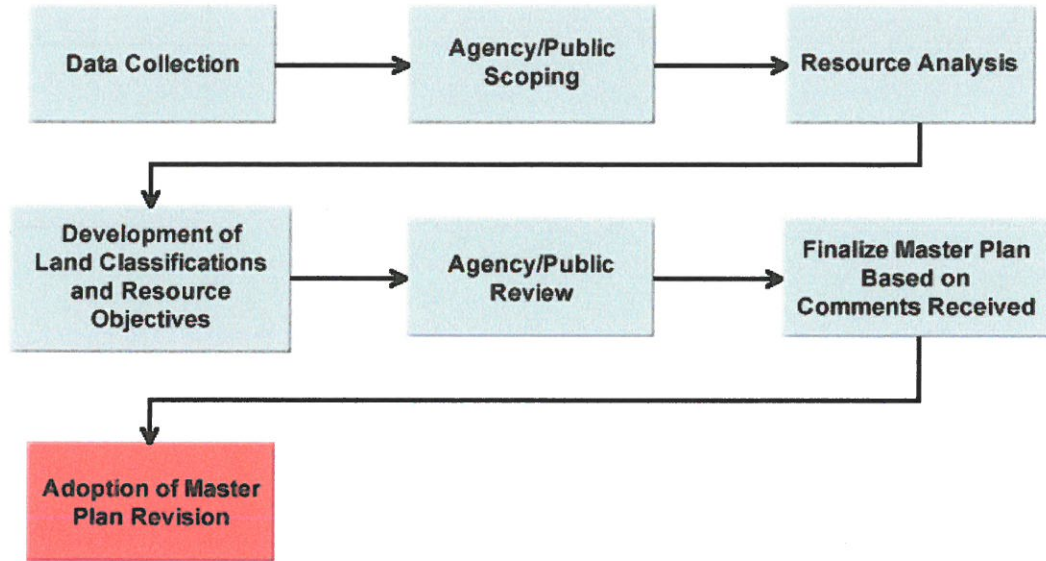
What is a Master Plan?

The Master Plan is the strategic land use management document that guides the comprehensive management and development of all project recreational, natural, and cultural resources throughout the life of the water resources project.

Why Revise the Lavon Lake Master Plan?

Lavon Lake was constructed in 1953 as a flood mitigation project. In the 1960's the North Texas Municipal Water District (NTMWD) recognized a need for increased water supplies to support the growing population. As a result of the study, the NTMWD partnered with USACE to raise the dam and structure roughly twenty feet to its current elevation. The current Master Plan is dated May 13, 1972 and was completed as part of the planned enlargement of Lavon Lake, which was completed in December 1975. Collin County and adjacent Rockwall and Denton counties each experienced population growths of more than 50 percent during the 2000-2010 census periods. Increased urban growth around the lake and surrounding communities creates a need for bigger roads, more electricity, more water and sewer, and more public recreation opportunities. All of these factors affect management of the Federal lands at Lavon Lake and necessitate a need for an updated Master Plan.

The Master Planning Process



Related Files

- [Public Meeting Presentation - March 10, 2015](#)
- [Master Plan Revision Comment Form](#)
- [Lavon Lake Land Classification Map - From 1972 Master Plan \(1.26 MB\)](#)



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**US Army Corps
of Engineers**

Public Workshop

Comment Form

Lavon Lake, Texas

Master Plan Revision

Wylie, Texas

Tuesday, February 24, 2015

Questions, comments, or suggestions?

We want your input on the Master Plan revision and any related environmental comments under the National Environmental Policy Act (NEPA). Your participation is key to our success! Please write your questions, comments, or suggestions in the space provided below. Feel free to use additional pages if needed. Forms may be submitted at the public workshop or within 30 days, to the address below. Thank you for your participation!

Optional Information (used for mailing list to keep you informed and will not be used for any other purpose):

Name: _____ Affiliation: _____

Address: _____ City: _____ State: _____

Zip code: _____ Phone: ____/____ Email: _____

Mail or email comment sheet to the following Point of Contact:

Mr. Ryan Shackelford, USACE - Fort Worth District - PEC-PM
819 Taylor Street, Room 3B10, Fort Worth, Tx 76102
Email: lavonlakemp@usace.army.mil

Additional information and comment sheets can be found at the following:
<http://www.swf.usace.army.mil/About/LakesandRecreationInformation/MasterPlanUpdates.aspx>

Joni Clarke

From: Stacy Henderson
Sent: Wednesday, March 18, 2015 8:37 AM
To: Joni Clarke
Subject: FW: TTPA Membership - Urgent Action Requested
Attachments: Lavon_Public_Comment_Form_Fillable.pdf302557245.pdf

Good morning,

Do you get this email? Not sure if you needed to see this.

Stacy Henderson
City Secretary
City of Lucas

972.912.1211
shenderson@lucastexas.us

From: Pat Pollard [mailto:pcpollard@gmail.com]
Sent: Tuesday, March 17, 2015 7:44 PM
To: Pat Pollard
Subject: TTPA Membership - Urgent Action Requested

Hello all.

By now, you have probably heard news about the Lavon Lake Master Plan Revision. The plan re-design is in the very early stages, a later stage will allow for folks to stand up at a microphone at a public hearing and tell the Corps what they like or don't like about the revised plan, but for now they just want written comments.

Essentially, the plan is going to define the 'type' of land use for each section of the Corps land around the lake, re-defining old ones (i.e. unused parks) and defining new ones (i.e. areas where folks express a strong interest in doing something different). There are only a few 'types' of land classifications available (e.g. high intensity recreational, low-intensity recreational, etc.) and you can't make new ones up. In our suggested comments below, we've used the types allowed by the Corps.

Defining the land type doesn't explicitly define what can be done in that place (i.e. if our trail is in a low-intensity area, that doesn't mean just equine trails, but any kind of trails). There is interest from the biking community in setting up trails for bikes, so some of our comments do address that issue. There is a 30 day comment period (deadline is April 10) where the Corps is taking public comments either by the official comment form on paper or by a scanned copy of

the form sent via email. We need to get the word out about this period so horse folks can go on record as wanting the types of land uses that preserve our separate equestrian trail.

We are asking the horse community to let their thoughts be known regarding this and would like everyone to either print the form, fill it out and mail it to the address on the form, or print the form, fill out, scan it and send it via email to the email address on the form.

Below are some bullet points that you can use if you want, but feel free to add your own or modify these to suit your thoughts.

As a member of Trinity Trail Preservation Association, I would like to voice my opinion regarding the Lavon Lake Master Plan Revision:

1) Request that all the Corps land containing the Trinity Trail trailbed are classified as Low Intensity Recreational, from the water line to the Corps boundary. This will preserve the natural feel and look of the woods and fields that the trail traverses, increasing the enjoyment of the trail by hikers and equestrians.

2) Request that the Trinity Trail trailheads be classified as Low Intensity Recreational. This will prevent further development of the trailheads beyond their current uses (ie. Ample parking for horse trailers, bathrooms, picnic tables, pavilions, water for horses, electric outlets for gatherings at the pavilions).

3) Request that the Sycamore grove along the north and south sides of Wilson Creek, containing the Giant Sycamore, and the area within the 'Sycamore Loop' of the trail, containing the Bent Sycamore (see Trinity Trail Emergency Markers 92 through 87) be classified as an Environmentally Sensitive Area. This will ensure that no development or hardened trails are allowed in this area.

4) Request that the watershed along White Rock Creek (between Trinity Trail Emergency Markers 67 through 64) be classified as an Environmentally Sensitive Area. Since the creek does overflow and flood the adjacent land in high rainfall events, it doesn't appear to have ever been farmed and the area contains a large number of old growth trees. This will ensure that no development or hardened trails are allowed in this area.

5) Request that the meadows approximately 2-1/2 and 3 miles south of the Brockdale trailhead (between Trinity Trail Emergency Markers 27 and 26), be classified as an Environmentally Sensitive Area. This stretch of meadows sitting high above the lake, and offers the most scenic view of the lake along the entire length of the trail. Allowing any development in this area would greatly impact the vistas available from the trail.

6) Request that each of the major meadows traversed by the trail be examined for native grasses and if the meadow is a native grass meadow, the meadow and its environs should be classified as an Environmentally Sensitive Area.

7) Request that the Corps continue its policy of excluding bicycles and other wheeled vehicles (except emergency and TTPA maintenance vehicles) from the Trinity Trail. Mixing wheeled vehicles and equestrians on the same trail will create dangerous situations and conflict on a trail that was designed and maintained solely for hiking and equestrian use.

8) For safety reasons, no bikes should be allowed on the Trinity Trail. The trail is used by beginner horses and horse riders that are not parade ready or advanced enough to ride with bicycles. As a rule, new horses and new horse riders (usually children) do not mix with bicycles on a trail. We need to preserve the Trinity Trail as it is, as an equestrian and hiker trail. Safety should come first.

9) I am for a bike trail on the east side of Lake Lavon so the Northeast Texas Trail can hook up through Wylie. There needs to be a trail made for the bikes to get across the Trinity River along Highway 78.

Pat Pollard

TTPA Newsletter Editor

Joni Clarke

From: Duke Monson <duke.fhollow@earthlink.net>
Sent: Sunday, March 22, 2015 11:08 AM
To: Joni Clarke
Subject: Lucas 'Leasing' Brockdale and Highland Park trailheads

Joni,

I thought I'd capture some of my thoughts while they are still fresh. Just so the Council can get a clear picture of what is being done today, to better understand what they'd want to do going forward.

First, let me repeat the relationships that exist between all the parties, so that you have a good handle on it when discussing further with your Council. The Corps owns the land and will set the land use type with their Master Plan. The County has an MOU with the Corps, wherein the Corps grants the County an easement for the trailbed and the trailheads. I believe the Corps and County are working through the process of updating that MOU (signed in the late 80's?) to cover the extensions and additions to the trails and to exactly define (via GPS) where the trailbed and trailheads are. TTPA and the County have a contract wherein TTPA agrees to maintain the trail and the trailheads, on behalf of the County to fulfill the County's obligations under the MOU.

What do we do at the trailheads?

- Mowing and weedwhacking, your folks are doing this per our MOU with Lucas.
- Painting the fencing every few years – last time was two years ago on the National Public Lands Day, we had hordes of Scouts and adults to work on the painting, sadly Brockdale didn't get completed and probably needs a re-coat
- Repairs to the fencing and gates as needed
- Repair the drive in the trailhead as needed (just recently we added fill and did grading at Brockdale because of deep ruts at the south end)
- Trimming branches and dead trees within the trailhead, as needed, usually on a workday
- Picking up litter, usually on a workday, or as needed, note that Barnes Waste folks empty the trash containers at the trailheads each week (they are doing this gratis)
- Illegal trash dumps, inform the Sheriff and pay Barnes Waste for the extra trip to pick up whatever got dumped
- Clean the toilets (and keep them stocked with toilet paper) each week at both trailheads, usually on a Friday. We were doing this with volunteers, but it wasn't reliable enough so we've hired a fellow do it for us. At some point, we'll likely also need to pump the toilets.
- Keep the water trough fresh and full. The same fellow doing the toilets is also doing this each week

- Pay the water bill at both trailheads (both receive Lucas water)
- Pay the electric bill at Brockdale, and Highland Park when we finally get permission from the Corps to install the electric service
- Secure the entry gates as needed (either to prevent vandalism on weekends, or for a week or more at a time when the trail gets too waterlogged as it is right now)
- Coordinate with groups who are using the trailheads to open the water faucets or turn on the electricity if they need those services (all the water faucets and electric boxes are locked normally)

I think that's all the activities I can think of at the moment that we're responsible for currently. Presumably, if Lucas were to 'lease' the trailheads, the responsibility for these might or might not change, we'd have to work that out.

Thanks again for letting us participate yesterday

Duke



City of Lucas Council Agenda Request April 2, 2015

Requester: City Manager Joni Clarke

Agenda Item:

Consider an Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding the provision of fire and emergency medical services commencing on October 1, 2015.

Background Information:

The City Council held a special meeting on Tuesday, February 24, 2015 and approved entering into an Interlocal Cooperative Agreement between the City of Lucas and Seis Lagos Utility District regarding fire and emergency medical services through September 30, 2015. Both parties are interested in exploring whether an agreement can be reached for upcoming years. Fire Chief Jim Kitchens and City Manager Joni Clarke met with Vice-President of the Seis Lagos Utility District (SLUD) Board of Directors, Brett Faucett, on March 9, 2015, to review some possible elements of a proposed agreement which included a discussion of the following items:

- Automatic renewal for five years.
- Termination clause that would call for a 120-day written notice. City staff would prefer notice to be required each July so that it does not have an adverse impact on the City's budget.
- Should payment be collected up front? How many times? Quarterly? Yearly amount due at a certain date?
- Discussed an allocation for indirect cost (Administration, Finance, City Attorney and Information Technology) as a percentage of budgeted expenditures.
- SLUD may be willing to pay a percentage of costs associated with the Fire Department based on ratio on the number of homes on July 1. The SLUD may be willing to pay a percentage of equipment purchases. For example, we include the annual lease payment for the ambulance in the Fire Department budget. We will need to determine how to determine actual costs without needing to restate prior years. Finance Director Liz Exum has indicated that we should have final actual cost figures 60 days after the end of the fiscal year which would be so we could have a final accounting by November 30th.
- SLUD would consider paying the cost associated with per capital assessment by Plano Dispatch. It may be prudent to agree upon a methodology in which this is calculated.



City of Lucas Council Agenda Request April 2, 2015

Item No. 14

Requester: City Manager Joni Clarke

- City staff is agreeable to adding a reporting requirement so that the SLUD is provided with call data.
- SLUD would like to include a maximum percentage of costs in the agreement and proposed a maximum of 25%.
- SLUD mentioned that the sales tax being generated is partially attributed to SLUD residents contributing to our sales tax so they requested a type of credit for their contribution to sales tax. City staff indicated that it would not be considered.

Using a methodology based on housing units, total houses for Seis including Brockdale = 467 and the total houses in the City of Lucas is 2,126 so $467/2593 = 18\%$ and using the Fire Department budget for fiscal year 14/15 of \$1,263,806 * 18% = \$227,485.

During a discussion with Mayor Pro Tem Peele on Friday, March 13, 2015, another formula was brought forwarded. She suggested that we consider a flat rate per household.

So the calculation could work something like:

- The Fire Department Budget / The Total General Fund Budget = 32% (For FY 14/15)
- Average Valuation for a home in Lucas per the certified tax role (dated 7/25/14) = \$406,258
- Average Valuation * tax rate of .320661 /\$100 = \$1,303
- Seis should pay 32% of \$1,303 = \$417 per household
- Number of homes in Seis including Brockdale which is $467 * \$417 = \$194,730$
- Mayor Pro Tem Peele would also like to add 5% indirect cost which would bring it to \$204,467.

Since the majority of property tax is paid by January, we could require a one-time payment in January 2016.



City of Lucas Council Agenda Request April 2, 2015

Requester: City Manager Joni Clarke

Attachments/Supporting Documentation:

1. Existing Interlocal Cooperation Agreement between the City of Lucas and Seis Lagos Utility District through September 30, 2015.

Budget/Financial Impact:

The proposed Interlocal Cooperation Agreement would generate revenue for the benefit of the general fund. The amount is contingent about how to calculate the fee for service and approval from the Seis Lagos Utility District Board of Directors and the Lucas City Council.

Recommendation:

This item is proactively being placed on the agenda to get direction from the City Council regarding the terms of the proposed agreement.

Motion:

N/A

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Lucas, Texas, (“City”) and the Seis Lagos Utility District (“Seis Lagos”), (each a “Party” and collectively the “Parties”), acting by and through their authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement for the purposes of Lucas providing fire and emergency medical service (herein after referred to as “Emergency Services”) to Seis Lagos; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide for Emergency Services; and

WHEREAS, the Parties further desire to secure the benefits of the protection of life and property from fire or explosion by entering into this Agreement for establishing investigative resources to conduct the cause and origin investigation of fires and explosions to perform any latent criminal investigations resulting from said fires or explosions; and

WHEREAS, each Party shall make the payment required under this Agreement from current available revenue;

NOW THEREFORE, in consideration the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Firefighting and Emergency Services

1.1 Upon the request of Seis Lagos or upon receipt of a call for Emergency Services within the scope of services to be provided hereunder, City shall, based upon availability, dispatch firefighting, emergency medical service, disaster support, and related equipment and personnel (“Emergency Services”) to any point designated within the territorial limits of Seis Lagos. The details as to the amounts and types of assistance to be dispatched and/or employed, methods of dispatching and communications, personnel training and operations procedures shall be within the discretion of the Fire Chief of the City of Lucas.

1.2 The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- (a) City shall extend its 911 emergency call and dispatch system to Seis Lagos;

- (b) City will provide the same level and quality of service in performing the terms of this Agreement as are provided in the corporate boundaries of the City. Nothing contained in this Agreement, shall require City to construct new facilities, purchase new equipment or retain additional personnel where, in the discretion of the Fire Chief and/or City Manager sufficient equipment, personnel and facilities exist or are available to accommodate appropriate levels of readiness and protection. City does not guaranty the effectiveness or quality of service and expressly disclaims any warranties, implied or otherwise, regarding effectiveness or quality;
- (c) Seis Lagos agrees to provide City with a copy of the latest official map of Seis Lagos following execution of, and for the duration of, this Agreement; and
- (d) Seis Lagos shall provide written assurance that any previous Agreements for EMS service with Wylie has been terminated.

**Article II
Term and Termination**

This Agreement shall begin on the last date all Parties have executed this Agreement (“Effective Date”) and shall continue until September 30, 2015 (the “Term”).

**Article III
Costs for Services**

Seis Lagos agrees to compensate the City for Emergency Services during the Term in the non-refundable amount of One Hundred Fifty Thousand Dollars (\$150,000.00). Compensation shall be made in one payment delivered to the City prior to the Effective Date of this Agreement.

**Article IV
Independent Contractor**

The Parties intend that City, in performing services specified in this Agreement, shall act as an independent contractor of Seis Lagos and City shall have control of its work and the manner in which it is to be performed. No employee, agent or representative of City shall be deemed to be an employee, agent, or representative of Seis Lagos.

**Article V
Sovereign Immunity**

The Parties hereto are political subdivisions of the State of Texas, each of which has official and sovereign immunity. Nothing contained within this Agreement shall in any way be regarded or interpreted as a waiver of such immunity nor shall any provisions of this Agreement be deemed to create any rights to any person not a signatory hereto.

Article VI Liability

6.1 City has and will maintain in full force and effect policies of public liability insurance covering all Parties in the event of loss, damage or injury, to persons or property which may arise from the provision of service under this Agreement. The Parties agree that they shall be responsible for civil liabilities in the manner provided by Section 791.006(a) of the Texas Interlocal Cooperation Act, as it existed on the Effective Date. The provisions of this paragraph are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, controlled or otherwise, to any third person or entity. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6.2 In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal civil lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that are provided by the Party's insurance carrier that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the Party.

Article VII Miscellaneous

7.1 Assignment and Entire Agreement. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written consent of the other Party hereto. This Agreement is the entire agreement of the Parties regarding the subject matter stated herein. There is no other collateral or oral agreement among the Parties that in any way relates to the subject matter of this Agreement.

7.2 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 exclusive venue for any action arising as a result of this Agreement shall be in a state court of proper jurisdiction in Collin County, Texas.

7.3 Severability. In the event that 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 the other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

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

7.5 Current Revenues. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to the Party.

7.6 Recitals and Authority to Sign. The recitals of this Agreement are incorporated herein. The signatories to this Agreement each represent and warrant they have been granted the requisite authority, by resolution, ordinance, order or other proper formal action of the governing body of each, to execute this agreement and bind the public entity on whose behalf he/she signs.

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

If to City, to: Joni Clarke, City Manager
 City of Lucas
 665 Country Club Road
 Lucas, TX 75002

If to Seis Lagos, to: President
 Seis Lagos Utility District
 220 Seis Lagos Tr.
 Wylie, TX 75098

7.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

7.9 Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.


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

(signature page to follow)

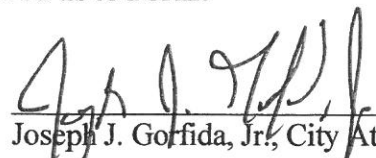
EXECUTED THIS 24 day of February, 2015.
City of Lucas, Texas

By: 
Rebecca Mark, Mayor

Attest:

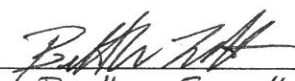
By: 
Stacy Henderson, City Secretary

Approved as to Form:


By: 
Joseph J. Gorfida, Jr., City Attorney

EXECUTED THIS 2nd day of March, 2015.

Seis Lagos Utility District

By: 
Name: Brett W. Fawcett
Title: VP. SLUD.

Attest:

By: 
Name: Rhonda Justice
Title: Office Assistant

Approved as to Form:

By: _____
Julie Fort
Attorney for Seis Lagos Utility District