



AGENDA

Lucas City Council Regular Meeting

March 5, 2015

6:00 PM

City Hall - 665 Country Club Road – Lucas, Texas – 75002-7651

Notice is hereby given that a City of Lucas Regular City Council Meeting will be held on Thursday, March 5, 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.

Reception: 6:00 PM

A Welcome Reception for the City Secretary of the City of Lucas will be held on from 6:00 PM – 7:00 PM.

Call to Order – 7:00 PM

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

[Councilmember Debbie Fisher and Public Works Director/City Engineer Stanton Foerster, PE]

3. Discussion and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature. [City Manager Joni Clarke]

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.

4. Consider approval of the minutes from the February 5, 2015 City Council meeting. [Administrative Assistant, Jennifer Clark]
5. Consider approval of the minutes from the February 19, 2015 City Council meeting. . [City Secretary, Stacy Henderson]
6. 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. [City Manager, Joni Clarke]

Public Hearings

No public hearings are scheduled for this meeting.

Regular Agenda

7. 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. [Finance Director, Liz Exum]
8. 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". [Development Services Director, Joe Hillbourn]
9. 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. [Development Services Director, Joe Hillbourn]

10. Consider \$1.7 Million in Collector Street Priority Projects and the issuance of Certificates of Obligation for fund said projects. [Public Works Director, Stanton Foerster]
11. Discuss and 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, 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.

12. Adjournment.

Certification

I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002-7651 and on the City’s website at www.lucastexas.us by 5:00 p.m. on Friday, February 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.

LUCAS CITY COUNCIL

Meeting Date March 5, 2015

AGENDA ITEM:

- Call to Order

- Roll Call

Present

Absent

Mayor Rebecca Mark

☐☐

Seat 1 CM Wayne Millsap

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Seat 2 CM Jim Olk

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Seat 3 CM Steve Duke

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Seat 4 CM Philip Lawrence

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Seat 5 CM Debbie Fisher

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Seat 6 MPT Kathleen Peele

☐☐

- Determination of Quorum
- Reminder to silence cell phones
- Pledge of Allegiance

Informational Purposes

City Manager Joni Clarke

☐

City Secretary Stacy Henderson

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Public Works Director Stanton Foerster

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Finance Director Liz Exum

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HR Director Cheryl Meehan

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Fire Chief Jim Kitchens

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Development Services Director Joe Hilbourn

☐

City Attorney Joe Gorfida, Jr.

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City of Lucas City Council Regular Meeting March 5, 2015

Name & Title: City Secretary, Stacy Henderson

Agenda Item:

Citizen's Input.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



City of Lucas City Council Regular Meeting March 5, 2015

Name & Title: Councilmember Debbie Fisher, Public Works Director/City Engineer Stanton Foerster, PE, City Manager Joni Clarke

Agenda Item:

Items of Community Interest:

2. Discussion and update regarding the drought contingency plan, conservation efforts and watering restrictions as it pertains to the City of Lucas.
3. Discussion and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature.

Background Information:

N/A

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A



City of Lucas City Council Regular Meeting March 5, 2015

Name & Title: City Secretary, Stacy Henderson

Agenda Item:

Consent and approve:

4. Consider approval of the minutes of the February 5, 2015 City Council meeting.
5. Consider approval of the minutes of the February 19, 2015 City Council meeting.
6. 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.

Background Information:

Resolution 2015-02-0424:

Bills have been introduced into the Texas Legislature to cap the amount of property tax revenue cities can collect each year replacing the eight percent "rollback rate" with a hard cap of four percent and require mandatory elections on an increase over four percent. Imposing a revenue cap on cities does not provide meaningful tax relief and inhibits the City's ability to meet local needs.

Attachments/Supporting Documentation:

1. Minutes from the February 5, 2015 City Council meeting
2. Minutes from the February 19, 2015 City Council meeting.
3. Resolution 2015-02-00424.

Budget/Financial Impact:

N/A

Recommendation:

Recommend approval.

Motion:

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



**City Council Meeting
February 5, 2015, 7:00 PM
City Hall - 665 Country Club Road
Minutes**

Call to Order

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present:

Mayor Rebecca Mark	Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap	Councilmember Jim Olk
Councilmember Steve Duke	Councilmember Debbie Fisher
Councilmember Philip Lawrence (absent)	

Staff:

City Attorney Joe Gorfida	Fire Chief Jim Kitchens
City Manager Joni Clarke	Finance Director Liz Exum
Public Works Dir. Stanton Foerster	Admin Assistant Jennifer Clark
Development Svc. Dir. Joe Hilbourn	HR Manager Cheryl Meehan

It was determined that a quorum was present.

Everyone was reminded to turn off or silence cell phones.

Councilmember Jim Olk led everyone in saying the Pledge of Allegiance.

Citizens' Input

1. Citizens' Input.

Hyun Ballatti, 220 Rising Sun, has lived in Lucas for 12 years and has enjoyed raising chickens. I do not use any pesticides on my property, and I enjoy the fresh air away from the City. I moved to Lucas to enjoy my own property however, newcomers to the City are complaining about the county lifestyles. It is my strong opinion that existing regulations of the City of Lucas should not be changed or modified.

Mike Ballatti, 220 Rising Sun, basically what my wife is saying is please keep Lucas country. There are plenty of other towns and cities within the DFW metroplex to live if people do not want animals. If you do not want the country lifestyle move pack to Plano.

John Dunaway, 120 McMillen, came forward to speak regarding water usage and conservation efforts. A couple things I have noticed on our ordinances that need to be updated such as sprinkler systems. This ordinance has not been updated since 2005. I think we should have more regulations placed on the builders and developers. I would urge the City Council to take a long hard look at what's on the books right now.

Mayor Rebecca Mark recognized Boy Scout Nathaniel Williams, 1 Orchard Road, from Troop 1234, Mr. Williams is currently working toward his Life Badge.

Tristen Murphy from Troop 1234 was also in attendance for tonight's meeting. Mr. Murphy resides in Allen and is currently working on his Eagle Scout.

Community Interest

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

Councilmember Fisher commented that Ms. Clarke, Mr. Foerster, Mayor Mark, and myself attended a water conference in Austin and have some ideas that you will see in the future.

3. Discussion and provide guidance to the City Attorney and City Staff regarding pending legislation that is being considered by the 84th Legislature.

City Manager Joni Clarke commented this will be a standing item on the agenda as we proceed with this legislative session. If there are any bills that come the attention of the City Council please forward those bills to the City Manager Joni Clarke.

Consent Agenda

The Consent Agenda was presented for consideration and action.

4. Consider the minutes from the January 15, 2015 City Council meeting.
5. Budget adjustment not to exceed \$62,900 for the BW2 design of the Parker Road 12" waterline. Approved at the January 15, 2015 City Council meeting. Water fund reserves will be used to fund this project.

MOTION: Councilmember Jim Olk made a Motion to approve the Consent Agenda as presented. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

Public Hearings

- No public hearings are scheduled for this meeting

Regular Agenda

6. Consider the City of Lucas compensation market analysis and benefit survey including:
 - a. Presentation by Wendi Delgado regarding the results of the comprehensive market salary analysis and benefit survey with discussion related to benefit levels and compensation strategies.
 - b. Consider implementation of compensation strategies, benefits enhancements, and funding plan and provide guidance to staff.

Councilmember Wayne Millsap asked that we have three Councilmembers sit down and review the information presented.

Mayor Rebecca Mark commented that we do not delay this, our employees have not had raises and we do not need to delay this any longer than absolutely necessary.

Councilmember Wayne Millsap withdrew his recommendation for a workshop meeting to discuss the compensation and benefits analysis presented. Councilmember Wayne Millsap went on to say design a policy manual to present the City Council along with what the budget impact will be.

City Manager Joni Clarke is hoping to bring the policy manual to the City Council for approval in April.

MOTION: Councilmember Wayne Millsap made a Motion to approve the compensation market analysis and benefit survey as presented. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0

7. Consider Ordinance #2015-01-00806 of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation" by amending Article 6.02 titled "Dumping or Depositing Garbage, Junk or Refuse"; by amending Section 6.02.001 titled "Definitions"; by amending section 6.02.002 titled "Prohibited Acts" to include erosion of soil or stagnant water; by amending Article 6.03 titled "High Grass and Weeds"; titled "Duty to Cut and Mow"; and any adding Article 6.06 titled "Rodent Harborage" to provide regulations to prevent rodent harborage or infestation; 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.

Presentation given by Development Services Director Joe Hilbourn.

Mike Ballatti, 220 Rising Sun, my main concern is mulch, leaves and compost are not considered garbage or refuse. As an organic gardener I use compost, mulch, and leaves, in my garden to produce health organic fruits and vegetables. Some may consider organic matter as garbage or refuse but is actually a valuable natural resource. I want to ensure that vegetable gardens are not considered weeds. Article 6.06 Rodent Harborage should be deleted the article is written to vague. I would ask the City Council to reject Article 6.06 completely.

Councilmember Jim Olk asked that under Section 6.02.002 subsection (a) please remove “properly maintained landfill operator or licensed by the city” we do not have a landfill.

City Attorney Joe Gorfida reviewed the changes requested by the City Council to be made to this ordinance; under Section 6.02.002 bring subsection (f) down in Section 6.03.001 section remains the same just remove section (b), and removing Section 6.02.002 subsection (a) please remove “properly maintained landfill operator or licensed by the city” we do not have a landfill.

MOTION: Councilmember Jim Olk made a Motion to approve Ordinance #2015-01-00806 with the corrections as address by City Attorney Joe Gorfida of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 6 titled “Health and Sanitation” by amending Article 6.02 titled “Dumping or Depositing Garbage, Junk or Refuse”; by amending Section 6.02.001 titled “Definitions”; by amending section 6.02.002 titled “Prohibited Acts” to include erosion of soil or stagnant water; by amending Article 6.03 titled “High Grass and Weeds”; titled “Duty to Cut and Mow”; and any adding Article 6.06 titled “Rodent Harborage” to provide regulations to prevent rodent harborage or infestation; 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. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote 6 -0.

8. Consider Ordinance #2015-02-00810 of the City of Lucas, Texas, amending the Code of Ordinances by amending Chapter 4 “Business Regulations” by repealing Article 4.02 “Peddlers” by providing a new Article 4.02 titled “Solicitors and Canvassers”; establishing regulations governing solicitation; providing definitions; establishing a permit requirement; establishing a permit fee; prohibiting solicitation in the roadway and from public property adjacent to the roadway; prohibiting specific activities and conduct related to solicitation; and regulating the hours for solicitation.

Presentation given by Development Services Director Joe Hilbourn.

Councilmember Wayne Millsap would like to exempt charitable organizations from the requirements of a permit.

Collin County Sheriff's Office Deputy Gary Gilchrist came forward to address the City Council. I have been your Deputy for three years and have never had a call on a Boy Scout or Girl Scout. It's the shady characters and having an ordinance in place would allow me to have a conversation with that individuals.

MOTION: Councilmember Wayne a Motion to approve Ordinance #2015-02-00810 with the modification that under Section 4.02.004 Permit Required that charitable organizations be exempted from obtaining a permit; and under the same Section subsection (f) under fee required strike a fee is not required for charitable solicitation or soliciting for charitable purposes. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

9. Consider approval of preliminary plat for the Pennington Addition creating Lot 1 Block A. Being a 5.928 tract of land situated in the William Snider Survey, Abstract number 821. This tract of land is located just to the west of the Fox Glen Subdivision.

Presentation given by Development Services Director Joe Hilbourn.

MOTION: Councilmember Debbie Fisher made a Motion to approve preliminary plat for the Pennington Addition creating Lot 1 Block A. Being a 5.928 tract of land situated in the William Snider Survey, Abstract number 821. This tract of land is located just to the west of the Fox Glen Subdivision. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

10. Consider accepting the resignation of Jim Olk, Councilmember for the City of Lucas Seat 2, with a term expiring in May of 2017.

MOTION: Councilmember Wayne Millsap made a Motion to accept the resignation of Jim Olk, Councilmember for the City of Lucas Seat 2, with a term expiring in May of 2017. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

11. Consider the approval of Ordinance # 2015-02-00809 of the City Council of the City of Lucas, Collin County, Texas, ordering a general election to be held on May 9, 2015, for the purpose of electing the Mayor and two (2) City Councilmember's for Seat no. 3 and for Seat no. 4; and ordering a special election for the City of Lucas, to be held on May 9, 2015, for the purpose of electing a City Councilmember to fill a vacancy for the unexpired term for Seat no. 2; designating location of polling place; ordering notice of



City Council Meeting
February 5, 2015, 7:00 PM
City Hall - 665 Country Club Road
Minutes

Call to Order

Mayor Rebecca Mark called the meeting to order at 7:00 p.m.

Present:

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Philip Lawrence (absent)

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

Staff:

City Attorney Joe Gorfida
City Manager Joni Clarke
Public Works Dir. Stanton Foerster
Development Svc. Dir. Joe Hilbourn

Fire Chief Jim Kitchens
Finance Director Liz Exum
Admin Assistant Jennifer Clark
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MOTION: Councilmember Wayne a Motion to approve Ordinance #2015-02-00810 with the modification that under Section 4.02.004 Permit Required that charitable organizations be exempted from obtaining a permit; and under the same Section subsection (f) under fee required strike a fee is not required for charitable solicitation or soliciting for charitable purposes. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

9. Consider approval of preliminary plat for the Pennington Addition creating Lot 1 Block A. Being a 5.928 tract of land situated in the William Snider Survey, Abstract number 821. This tract of land is located just to the west of the Fox Glen Subdivision.

Presentation given by Development Services Director Joe Hilbourn.

MOTION: Councilmember Debbie Fisher made a Motion to approve preliminary plat for the Pennington Addition creating Lot 1 Block A. Being a 5.928 tract of land situated in the William Snider Survey, Abstract number 821. This tract of land is located just to the west of the Fox Glen Subdivision. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 6-0.

10. Consider accepting the resignation of Jim Olk, Councilmember for the City of Lucas Seat 2, with a term expiring in May of 2017.

MOTION: Councilmember Wayne Millsap made a Motion to accept the resignation of Jim Olk, Councilmember for the City of Lucas Seat 2, with a term expiring in May of 2017. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 6-0.

11. Consider the approval of Ordinance # 2015-02-00809 of the City Council of the City of Lucas, Collin County, Texas, ordering a general election to be held on May 9, 2015, for the purpose of electing the Mayor and two (2) City Councilmember's for Seat no. 3 and for Seat no. 4; and ordering a special election for the City of Lucas, to be held on May 9, 2015, for the purpose of electing a City Councilmember to fill a vacancy for the unexpired term for Seat no. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement.

MOTION: Councilmember Jim Olk made a Motion to approve Ordinance # 2015-02-00809 of the City Council of the City of Lucas, Collin County, Texas, ordering a general election to be held on May 9, 2015, for the purpose of electing the Mayor and two (2) City Councilmember's for Seat no. 3 and for Seat no. 4; and ordering a special election for the City of Lucas, to be held on May 9, 2015, for the purpose of electing a City Councilmember to

fill a vacancy for the unexpired term for Seat no. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 6-0.

12. Consider Ordinance No. 2014-12-00805 Amending Chapter 1, Article 1.06, Code of Conduct of the City of Lucas Code of Ordinances regarding the General Standards of Conduct pertaining to Elected Officials and appointed Members of Boards and Commissions and establishing a complaint procedure.

Mayor Rebecca Mark asked that section 6.06.10 be deleted.

MOTION: Councilmember Wayne made Motion to approve Ordinance No. 2014-12-00805 Amending Chapter 1, Article 1.06, Code of Conduct with the deletion of Section 6.06.010 of the City of Lucas Code of Ordinances regarding the General Standards of Conduct pertaining to Elected Officials and appointed Members of Boards and Commissions and establishing a complaint procedure. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

13. Consider appointing Stacy Henderson as City Secretary for the City of Lucas.

MOTION: Councilmember Jim Olk made a Motion to appoint Stacy Henderson as City Secretary for the City of Lucas. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 6-0

Executive Session

The City Council may convene in a closed Executive Session pursuant to Chapter 551, Subchapter D of the Texas Government Code.

- An Executive Session is not scheduled for this meeting.

Reconvene into Regular Session

14. Adjournment.

MOTION: Councilmember Wayne Millsap a Motion to adjourn the meeting at 9:00 p.m. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

These minutes were approved by a majority vote of the City Council on March 5, 2015.

Rebecca Mark
Mayor

ATTEST:

Jennifer Clark, TRMC
Administrative Assistant



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

Call to Order

Mayor Mark called the meeting to order at 7:00p.m.

Present:

Mayor Rebecca Mark
Mayor Pro Tem Kathleen Peele
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 Hillbourn
Fire Chief Jim Kitchens
City Secretary Stacy Henderson

It was determined that a quorum was present.
Everyone was reminded to turn off or silence cell phones.
Fire Chief, Jim Kitchens 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 it would be determined on April 1st if the City will remain in Stage 3 conditions.

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, Joni Clarke informed the Council that Senate Bill 182 being considered before the 84th Legislature, relating to the calculation of ad valorem rollback tax rates, would reduce the City's rollback and create a revenue cap for the City. City Manager Clarke suggested the Council pass a resolution that could be placed on their March 5 agenda.

The City Council recommended having a Resolution opposing the cap placed on the March 5th agenda.

City Manager Clarke informed the Council that a meeting will be held on February 24, 2015 at 6:00pm regarding the Lake Lavon Master Plan. The meeting will be held at the Wyle Recreation Center, located at 300 Country Club Road, Building 200.

City Manager Clarke also noted that the draft Animal Control and Fence Ordinances were on the City's website for public viewing

Consent Agenda

The Consent Agenda was presented for consideration and action.

4. **Consider approval of the minutes from the January 29, 2015 City Council meeting.**
5. **Consider the approval of amended Ordinance #2015-02-00809 of the City Council of the City of Lucas, Collin County, Texas, ordering a general election to be held on May 9, 2015 for the purpose of electing the Mayor and two (2) City Councilmembers for Seat No. 3 and Seat No. 4; and ordering a special election for the City of Lucas, to be held on May 9, 2015, for the purpose of electing a City Councilmember to fill a vacancy for the unexpired term for Seat No. 2; designating location of polling place; ordering notice of election to be given as prescribed by law in connection with such election; authorizing execution of joint election agreement.**

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

Public Hearings

No public hearings are scheduled for this meeting

Regular Agenda

6. **Consider accepting the resignation of Lisa O'Leary, Parks and Open Space Board member effective March 1, 2015 and to fill the unexpired term effective June 2015 and fill any vacant position.**

MOTION: A motion was made by Councilmember Duke, seconded by Councilmember Fisher to accept the resignation of Lisa O'Leary and appoint Parks and Open Space Alternate Board Member, Kenneth Patterson as a regular voting member and appoint Amber Patteson to the vacant Alternate Board Member position. The motion passed with a 7-0 vote.

7. **Consider allowing Andrea Hanley, a certified Personal Trainer, to hold boot camp classes in the Community Park beginning March 15, 2015 from the hours of 5:30am to 6:30am, Monday through Friday.**

Ms. Andrea Hanley gave a presentation regarding her proposal.

The Council discussed concerns relating to various ways in which the park should be used and having a permitting process in place for future activities.

The Council directed the Parks and Open Space Board to create a facility use policy ordinance and fee schedule for commercial uses of the park.

Ms. Hanley withdrew her request before Council.

8. **Consider allowing the City Manager to enter into a professional service agreement with Metropolitan Infrastructure, PLLC for the design of a roadway and two bridges on Blondy Jhune Road in the amount not to exceed \$260,300 and to amend the description of the Capital Improvement Fund line item 21-8210-491-116 to include the Blondy Jhune Project Design.**

Public Works Director, Stanton Foerster gave a presentation.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Olk to authorize the City Manager to enter into a professional service agreement with Metropolitan Infrastructure, PLLC for the design of a roadway and two bridges on Blondy Jhune Road in the amount not to exceed \$260,300 and to amend the description of the Capital Improvement Fund line item 21-8210-491-116 to include the Blondy Jhune Project Design. The motion passed with a 7-0 vote.

9. **Discuss and consider an application by Bob Roeder on behalf of Lovejoy ISD for an offsite parking agreement for Lovejoy High School.**

Development Services Director, Joe Hillbourn gave a presentation

Dennis Womack, representing Lovejoy ISD, came forward and addressed Council's questions.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to approve an offsite parking agreement with Lovejoy ISD. The motion passed by a 6-1 vote with Mayor Pro Tem Peele voting in opposition.

10. **Discuss and consider assistance from the Firefighter SAFER Grant for the Lucas Fire Department.**

Fire Chief, Jim Kitchens gave a presentation.

MOTION: A motion was made by Councilmember Olk, seconded by Councilmember Duke to authorize the Fire Chief to apply for the Firefighter SAFER Grant for the Lucas Fire Department. The motion passed by a 7-0 vote.

11. Discuss and consider the boundaries of the Lucas Fire District and the Interlocal Agreement with Collin County regarding fire and EMS service in the Lucas Fire District.

Mayor Pro Tem Peele suggested the Council convene into Executive Session to discuss this agenda item.

Mayor Mark announced that the Council would be convening into Executive Session at 8:28p.m. relating to Agenda items 11 and 12 pursuant to Section 551.071 of the Texas Government Code.

Executive Session

12. Discuss pending litigation pursuant to Section 551.071 of the Texas Government Code with the City of Lucas, Texas v. Seis Lagos Utility District (Cause No. 416-05095-1014).

Regular Agenda

The City Council reconvened into Regular Session at 9:13p.m.

13. Take any action necessary as a result of the Executive Session.

MOTION: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to direct the City Attorney to draft a letter to the Collin County Commissioners Court to cancel the Fire Interlocal Agreement. The motion passed by a 7-0 vote.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Olk to dismiss the lawsuit upon verification that all amounts owed have been paid in full. The motion passed by a 7-0 vote.

14. Adjournment.

MOTION: A motion was made by Councilmember Duke, seconded by Mayor Mark to adjourn the meeting at 9:23 p.m. The motion passed by a 7-0 vote.

Rebecca Mark, Mayor

ATTEST:

Stacy Henderson, City Secretary

RESOLUTION NO. 2015-02-00424

A RESOLUTION OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, IN OPPOSITION TO A REVENUE CAP AND LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES.

WHEREAS, bills have been introduced to cap the amount of property tax revenue cities can collect each year in a misguided effort to reduce the property tax burden on homeowners and businesses; and

WHEREAS, currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase; and

WHEREAS, bills have been introduced to replace that eight percent “rollback rate” with a hard cap of four percent and require mandatory elections on an increase over four percent – all with the false claim that this would provide property tax relief; and

WHEREAS, according to the state comptroller’s latest survey of property tax rates in 1,002 cities in Texas, 67 percent of cities raised their property taxes by less than four percent from 2012 to 2013 and 37 percent of cities actually reduced their property taxes; and

WHEREAS, that means property owners in at least 669 Texas cities would have seen no reduction in their city property taxes if the four percent cap had been in effect; and

WHEREAS, while the savings to individual taxpayers are very small or even non-existent, a four percent cap could represent a loss in vital city services; and

WHEREAS, cities collect just 16 percent of the property taxes levied in Texas, and most of the property taxes paid by Texans (55 percent) go to school districts; and

WHEREAS, according to the comptroller’s report, the total amount of property taxes collected by cities rose by 3.61 percent between 2012 and 2013, while school district tax collections rose by more than twice that rate or 7.72 percent; and

WHEREAS, school property taxes have been rising because the legislature continues to reduce the state’s share of funding for schools, which forces districts to get more revenue from property taxes.

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

1. That all of the above recitals are true and correct;
2. That the City Council of the City of Lucas, Texas, is OPPOSED to the legislative imposition of a revenue cap and legislative interference with local services; and

3. That imposing a revenue cap on cities: (a) does not provide meaningful tax relief; (b) robs cities of the ability to meet local needs; and (c) diverts attention from the real cause of higher property taxes, which is the legislature's failure to address the problem of school funding.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS ON THIS THE 5th DAY OF MARCH, 2015.

APPROVED:

Rebecca Mark, Mayor

ATTEST:

Stacy Henderson
City Secretary



**City of Lucas
Council Agenda Request
March 5, 2015**

Name of Requestor: Finance Director Liz Exum

Agenda Item:

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.

Background Information:

NA

Attachments/Supporting Documentation:

1. A hard copy of the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2013-2014 will be distributed before the City Council meeting.

Budget/Financial Impact:

N/A

Recommendation:

Approve as presented.

Motion:

I move to approve/deny the City of Lucas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2013-2014.



City of Lucas Council Agenda Request March 5, 2015

Name & Title: Development Services Director, Joe Hillbourn

Agenda Item:

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".

Background Information:

This item is was brought forward to the City Council and feedback was given regarding changes. Staff has incorporated the requested changes. The ordinance was also posted on the City's website to solicit citizen feedback.

Attachments/Supporting Documentation:

1. Revised Animal Control Ordinance.

Budget/Financial Impact:

None.

Recommendation:

Approve as presented.

Motion:

I make a motion to approve/deny a request 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".

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.

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.

Harboring. The act of keeping or caring for an animal or of providing premises to which the animal returns for food, shelter, or care for a period of three (3) consecutive days.

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 three (3) 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 wholesome and nutritious food, potable 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 parked vehicles

(a) It shall be unlawful to leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health or safety.

(b) It shall be unlawful to leave any animal in any standing or parked vehicle unless the animal is safely enclosed within the vehicle, and 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 a 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 Tying or staking

(a) It shall be unlawful for any animal to be tied or staked upon any open or unfenced lot or land in a manner which allows the animal 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. An animal tied or staked in violation of this subsection shall be considered at large in violation of section 2.02.009.

(b) If an animal 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 animal.

(c) It shall be unlawful to tie, tether, chain, stake or fasten an animal 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 animal or the person actually tying or staking the animal shall be responsible for the offense.

Sec. 2.02.009 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) Permit any dangerous or vicious animal to run at large.
- (3) Harbor a dog(s) which, by loud, frequent, or habitual barking, howling, yelping, or other noise or action, disturbs any person of ordinary sensibility.

Sec. 2.02.010 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) Tied or staked per the requirements of Section 2.02.008;
- (3) 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;
- (4) Held in the hands of the owner or keeper;
- (5) 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
- (6) 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 2.02.009.

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 three (3) months of age or older shall have such animal vaccinated against rabies. All dogs or cats vaccinated at three (3) months of age or older shall be revaccinated once every three (3) years or once every one (1) year dependent upon the duration of the rabies vaccination used by the veterinarian. 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. For any animal known to have been or suspected of being exposed to rabies, the following rules must apply:

- (1) Animals having a current vaccination must be revaccinated immediately and confined according to the method prescribed by the local health authority for a period of not less than ninety (90) days; and
- (2) Animals not having a current vaccination should be humanely destroyed. However, if the owner of such an animal elects, he may, at his expense and in a manner prescribed by the local health authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six (6) months. A revaccination shall be done one (1) month prior to release from quarantine.

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. That 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. That 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. That 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. That 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 _____ DAY OF
_____, 2015.**

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(02-03-15/70036)

Stacy Henderson, City Secretary



City of Lucas City Council Regular Meeting March 5, 2015

Name & Title: Development Services Director Joe Hilbourn

Agenda Item:

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.

Background Information:

This item was originally asked to be brought forward by the Planning Chairperson in response to privacy fences in front yards. Staff brought this item forward to the Planning and Zoning Commission for their recommendations, and then to the City Council. Staff has incorporated all the requested changes. The proposed ordinance was also posted on the City's website to solicit citizen feedback.

Attachments/Supporting Documentation:

1. Proposed Ordinance 2015-01-00808.

Budget/Financial Impact:

N/A

Recommendation:

Approve as presented.

Motion

I make a motion to approve/deny a request 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.

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 3.19 titled "Fencing Requirements", to read as follows:

"CHAPTER 3

BUILDING REGULATIONS

...

ARTICLE 3.19 FENCING REQUIREMENTS

Sec. 3.19.001 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 are permitted.

(d) Fencing located outside of the required, rear and side yard setbacks may be privacy-style.

Sec. 3.19.002 Fence materials for residential or estate districts

(a) Fences within the residential or estate districts shall be constructed from wood, concrete, masonry, wrought iron, metal tubing, vinyl, fiberglass composite, decorative concrete, or other materials approved by the design review committee which shall be determined on a case by case basis. The Development Review Committee (“DRC”) in making a determining shall consider such factors including whether the fencing materials proposed would be detrimental to land or property values and whether the proposed materials and appearance are harmonious with the district in which the fence will be constructed.

(b) Razor ribbon, plywood or other similar materials manufactured for other uses shall not be permitted.

Sec. 3.19.003 Fencing requirements for agricultural districts and/or agricultural uses

(a) Fences within the agricultural districts shall be constructed from wood, masonry, wrought iron, metal tubing, vinyl, fiberglass composite, decorative concrete, galvanized or aluminum wire mesh, barbed wire, chain link or other materials approved by the Development Review Committee for exterior use.

(b) Electrically charged fences are permitted but cannot be charged in such a manner as to be dangerous to humans.

(c) Fences containing razor ribbon, plywood or other similar materials that are not manufactured as fencing materials shall not be permitted.

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) Privacy fencing must be built with the finished side(s) facing the street.

(e) Fences shall not obstruct proper visual clearance for vehicular traffic.

(f) 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.

(g) Fences over eight feet (8') in height shall be approved by the board of adjustments. The board of adjustment shall not require a hardship and there is no application fee or public notice requirement.

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 be required for all fence repair and/or replacement when such repair or replacement will exceed 60% of the area of the fence over a twelve month period.

(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 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 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 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 not to exceed the sum of two thousand dollars (\$2,000.00) for each violation. Each day that a violation is permitted to exist shall constitute a separate offense."

Section 2. 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 3. 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 4. 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 5. 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 City of Lucas Code of Ordinances, as 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, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 6. 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 COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 5th DAY OF MARCH, 2015.

APPROVED:

Rebecca Mark, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(2-18-15/69625)

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request March 5, 2015

Name & Title: Public Works Director/City Engineer Stanton Foerster, PE

Agenda Item:

Consider prioritizing safety enhancements to Collector Street Projects and provide guidance to staff on a funding strategy.

Background Information:

During the January 29, 2015, Lucas City Council Meeting, staff was asked to bring a list of priority projects forward to the City Council for consideration. 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

Budget/Financial Impact:

These projects are not funded in the FY 2014-2015 budget.

Recommendation:

Staff is recommending using Certificates of Obligation to fund some or all of these projects.

Motion:

I move to approve/deny the identified safety enhancements to the Collector Street Projects.

Collector Street	Element	Quantity	Unit	Unit Cost	Cost
Blondy Jhune Road					
	Guardrail	2500	LF	\$ 35	\$ 87,500
	Culvert	4	EA	\$ 5,000	\$ 20,000
	Headwall	6	EA	\$ 2,000	\$ 12,000
	West Bridge	1	EA	\$ 400,000	\$ 400,000
	East Bridge	1	EA	\$ 400,000	\$ 400,000
	Subtotal				\$ 919,500
Winningkoff Road					
	Guardrail	1100	LF	\$ 35	\$ 38,500
	Culvert	6	EA	\$ 5,000	\$ 30,000
	Headwall	6	EA	\$ 2,000	\$ 12,000
	Reverse Curve	1	EA	\$ 400,000	\$ 400,000
	Subtotal				\$ 480,500
Forest Grove Road					
	Guardrail	1200	LF	\$ 35	\$ 42,000
	Culvert	4	EA	\$ 5,000	\$ 20,000
	Headwall	4	EA	\$ 2,000	\$ 8,000
	Subtotal				\$ 70,000
Snider Lane					
	Guardrail	1500	LF	\$ 35	\$ 52,500
	Culvert	5	EA	\$ 5,000	\$ 25,000
	Headwall	7	EA	\$ 2,000	\$ 14,000
	Subtotal				\$ 91,500
Stinson Road					
	Guardrail	1000	LF	\$ 35	\$ 35,000
	Culvert	4	EA	\$ 5,000	\$ 20,000
	Headwall	4	EA	\$ 2,000	\$ 8,000
	Subtotal				\$ 63,000
	Total				\$ 1,624,500



City of Lucas Council Agenda Request March 5, 2015

Name & Title of Requestor: Joni Clarke, City Manager

Agenda Item:

Discuss and 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.

Background Information:

Staff is seeking clarification from the Lucas City Council regarding the cancellation of the interlocal agreement for the provision of firefighting and fire protection services with Collin County. In light of the recent Special Meeting held on February 24, 2015, where the Lucas City Council authorized a short-term contract to provide EMS and Fire Suppression Services to Seis Lagos Utility District, staff is seeking direction as to whether it would be prudent to address the provision of "emergency services" consisting of both Fire and Emergency Medical Services in what is referred to the "Lucas Fire District" by providing Collin County with a revised interlocal that addresses both Fire and Emergency Medical Services in one comprehensive interlocal and to further clarify that the Lucas Fire District does not include Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point.

The Council's position is that the City should provide both Fire and Emergency Medical Services to eliminate the confusion of who should be providing services in the unincorporated areas of the Lucas Fire District and to ensure the highest possible standard for patient care. Collin County has contracted with the City to provide Fire and Emergency Medical Services in these areas but the existing agreement for the provision of firefighting and fire protection services with Collin County does not exclude Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point.

Attachments/Supporting Documentation:

1. Proposed Interlocal Agreement for Emergency Services between the City of Lucas and Collin County effective upon execution by both parties through September 30, 2016.
2. Copy of February 19, 2015 agenda packet item no. 11 discussing the boundaries of the Lucas Fire District including 1) the agreement for the provision of firefighting and fire

protection services with Collin County effective October 2013 and 2) the agreement for emergency ambulance service approved by Collin County on September 30, 2014.

Budget/Financial Impact:

The Fire Department has been providing fire and emergency medical services to the Lucas Fire District and has the ability to continue to bill and collect revenue for emergency medical services.

Recommendation:

Staff is seeking additional guidance to see if any additional action is required to clarify our service area as it pertains to the provision of fire and emergency medical services by creating one comprehensive interlocal between the City of Lucas and Collin County to explain that the Lucas Fire District excludes Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point.

Motion:

I make a motion to approve/deny an Interlocal Agreement for Emergency Services between the City of Lucas and Collin County effective upon execution by both parties through September 30, 2016 and authorize the Mayor to execute the agreement.

STATE OF TEXAS

COUNTY OF COLLIN

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**INTERLOCAL AGREEMENT FOR
EMERGENCY SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City") and Collin County, Texas ("County"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, emergency services; and

WHEREAS, the City and County have agreed to the boundaries of the Lucas Fire District which specifically excludes the Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point (the "Lucas Fire District") ; and

WHEREAS, the City currently provides firefighting, fire protection and ambulance service (collectively referred to as "Emergency Services") to the citizens of the City and has the capacity to service those areas that are located outside the corporate limits of the City but within the Lucas Fire District; and

WHEREAS, the City and County have previously entered into Interlocal Agreement for the purpose of providing both fire and emergency ambulance services to the areas within the Lucas Fire District; and

WHEREAS, it is in the best interest of the City and the County to enter into one Agreement for the purposes of the City providing both Emergency Fire and Ambulances Services to the areas within the Lucas Fire District; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to the County and its inhabitants to provide Emergency Services to the County and its inhabitants; and

WHEREAS, County desires to engage the City, and the City desires to be engaged by the County, to provide Emergency Services within the Lucas Fire District as set forth herein; and

WHEREAS, the governing bodies of the City and County desire to foster good-will and cooperation between the two entities; and

WHEREAS, City and County, deem it to be in the best interest of both entities to enter into this Agreement relative to Emergency Services;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Services to be Performed

County agrees to engage the City to furnish Emergency Services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency calls within the unincorporated areas of the Lucas Fire District as shown on the map attached hereto as Exhibit "A" and incorporated herein.

The level of emergency ambulance services required under this Agreement shall include Advanced Life Support ("ALS") or Basic Life Support (BLS") based on unit availability and includes patient transport.

Article II Effective Date, Term and Termination

2.1 The effective date of this Agreement shall be the _____ day of _____, 2015. ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

2.2 The term of this Agreement shall begin on the Effective Date and **shall continue through September 30, 2016**. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated by either Party as provided herein.

2.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this Article, County and City agree to pay for or reimburse the other Party for overpayment of under payment to the termination date.

Article III Compensation

3.1 Firefighting and Fire Protection Services. County shall pay a yearly fee to the City according to the following formulas: (1) \$750,000 divided by the total number of persons living in the County's unincorporated areas, as computed by the County's GIS Department, multiplied by the specific population of the unincorporated area of the Lucas Fire District as assigned by Collin County and defined herein; and (2) \$200,000 divided by the total square miles of County's unincorporated area multiplied by the total square miles of the unincorporated area of the Lucas Fire District.

County shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to City. The first payment to be paid within a reasonable time after County has approved said fees in County's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to City. In accordance with the Texas Local Government Code Chapter 352, such payment will be made from County's general fund.

County will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and City acknowledges that any payments are subject to budget appropriations approved by the County's government board.

3.2 Emergency Ambulance Services. The emergency ambulance services described in Article I shall be provided to the County at no charge.

Article IV Relationship of Parties

The Parties intend that the City, in performing the Emergency Services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City, its agents, employees, volunteer help nor any other person operating under this Agreement shall be considered an agent or employee of the County and shall not be entitled to participate in any pension or other benefits that the County provides its employees.

Article V Notice to Parties

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

If intended for City, to:

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

With a copy to:

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

If intended for County, to:

Collin County
Attn: Purchasing Agent

With copy:

2300 Bloomdale, Suite 3160
McKinney, Texas 75071

Article VI Requirements for Insurance

6.1 Before commencing work, the City shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copied of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

- 6.1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.
- 6.1.2 Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.
- 6.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
- 6.1.4 Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

6.2 The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The City may maintain reasonable and customary deductibles, subject to approval by the County.

6.3 With reference to the foregoing insurance requirement, the City shall endorse applicable insurance policies as follows:

- 6.3.1 The City's insurance policies shall be endorsed to the effect that the County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 6.3.2 All copies of Certificates of Insurance shall reference the project/contract number.
- 6.3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 6.3.3.1 A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent

6.3.3.2 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

6.3.3.2.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

6.3.3.2.2 Sets forth the notice of cancellation or termination to the County.

Article VII Funding Sources and Nonappropriation

7.1 Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

7.2 Notwithstanding Section 2.3, if sufficient funds are not appropriated by the County to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budget for this Agreement have been appropriated. In no event shall County be obligated to make any payments under this Agreement beyond the then current fiscal year of county for which funds have been appropriated to satisfy its payment obligations under this Agreement.

Article VIII Miscellaneous Provisions

8.1 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

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

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

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

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

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

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

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

EXECUTED on this ____ day of _____, 2015.

City of Lucas, Texas

By: _____
Rebecca Mark, Mayor

Attest:

By: _____
Stacy Henderson, City Secretary

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(11-25-14/69289)

EXECUTED on this ____ day of _____, 2015.

Collin County

By: _____
Name: _____
Title: _____

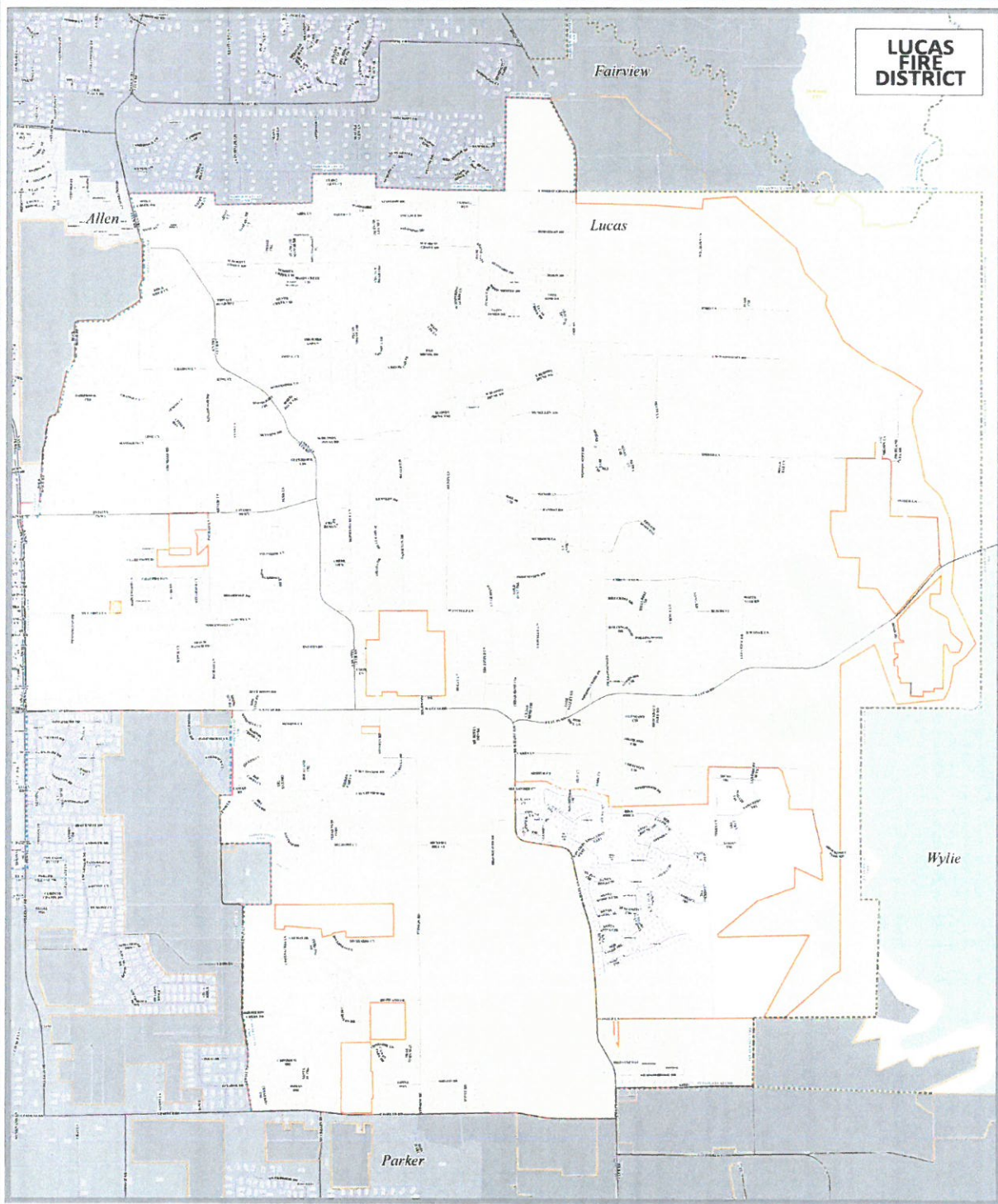
Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

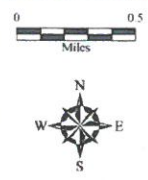
EXHIBIT "A"
Lucas Fire District



LUCAS FIRE DISTRICT



- LEGEND**
- LUCAS FIRE DISTRICT
 - MUNICIPAL UTILITY DISTRICT
 - AGREED ULTIMATE MUTUAL BOUNDARIES
- Roads**
- Paved
 - Rock
 - Dirt
 - Urban
 - Private



Source data compiled from Collier County GIS databases, aerial photography, County digital data from owners, and various maps throughout Collier County.

This map is a graphic representation of Collier County and should only be used for reference purposes. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

December 11, 2014



City of Lucas Council Agenda Request February 19, 2015

Name & Title: City Manager Joni Clarke

Agenda Item:

Discuss and consider the boundaries of the Lucas Fire District and the Interlocal Agreement with Collin County regarding fire and EMS service in Lucas Fire District.

Background Information:

In negotiations with the Collin County Fire Marshal, the City of Lucas agreed to provide both Fire and EMS in its Fire District (which is not much different than the City's ETJ) excluding Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point. The City did not request an additional subsidy from Collin County as the City would be in a position to be able to bill for EMS and was of the understanding that this would benefit Collin County as it would save them money from having to contract with the coalition ambulance to provide the services.

Since an interlocal was already in place for fire related services, the Collin County Fire Marshal suggested that the City of Lucas draft a second interlocal to address the provision of EMS to unincorporated areas within its Fire District. Currently, we have two interlocal agreements in place to provide Fire and EMS in the Lucas Fire District which include:

- The agreement for the provision of firefighting and fire protection services with Collin County effective October 2013 with automatic renewal for successive one year terms with a budgeted revenue of \$36,000 for fiscal year 13/14; and
- the agreement for emergency ambulance service approved by Collin County on September 30, 2014.

Both agreements call for the provision of service in the Lucas Fire District.

Currently, the Interlocal Agreement for Emergency Ambulance Services between the City of Lucas and Collin County authorizes the Lucas Fire Department to respond to fire and emergency medical calls within the unincorporated areas of the Lucas Fire District. The Interlocal specifically excludes from the Lucas Fire District the Seis Lagos Utility District, Brockdale Park Estates and Inspiration Point. The current contract expires September 30, 2015.

When the City was unable to reach an agreement with Seis, the City notified the City of Plano's Communications Department who provides dispatching services for the City of Lucas that we would no longer be providing fire services to Seis. However, Collin County Communications continues to dispatch fire calls to the City of Lucas Fire Department.

We also notified Mr. Eric J. DeArmitt, Community Hazard Mitigation Analyst at the Insurance Services Office that as of Thursday, October 16, 2014, the City of Lucas, Texas is no longer under contract to provide services to the area within the Seis Lago Utility District. Accordingly, the City will no longer receive or respond to dispatch calls.

Our City Manager contacted the Collin County Fire Marshal to seek clarification as to why Collin County Communications would continue to dispatch fire calls to the City of Lucas Fire Department. We were surprised to learn that the Fire Marshal's position was that the interlocal pertaining to fire services has the Lucas Fire District defined as including the utility district and the interlocal pertaining to EMS specifically excluded the utility district.

The Mayor and City Manager met with Commissioner Chris Hill to determine why Collin County took the position that they were going to continue to dispatch the City of Lucas Fire Department to an area that is not in its jurisdiction. Collin County's remedy to the SLUD's lack of fire protection would be to continue to dispatch fire departments on the basis of proximity to the municipal utility district.

Attachments/Supporting Documentation:

1. Interlocal Agreement for Emergency Ambulance Services
2. Interlocal Agreement for the Provision of Firefighting and Fire Protection Services

Budget/Financial Impact:

NA

Recommendation:

Staff is seeking legal guidance to see if any additional action needs to be taken to clarify our service area as it pertains to the provision of fire and emergency medical services.

Motion:

N/A

STATE OF TEXAS

COUNTY OF COLLIN

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**INTERLOCAL AGREEMENT FOR
EMERGENCY AMBULANCE SERVICES**

This Interlocal Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City") and Collin County, Texas ("County"), (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, emergency ambulance services; and

WHEREAS, City provides these emergency ambulance services to the citizens of the City and has the capacity to service other municipalities; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to the County and its inhabitants to provide emergency ambulance services to the County and its inhabitants; and

WHEREAS, County desires to engage the City, and the City desires to be engaged by the County, to provide emergency ambulance services as set forth herein; and

WHEREAS, the governing bodies of the City and County desire to foster good-will and cooperation between the two entities; and

WHEREAS, City and County, deem it to be in the best interest of both entities to enter into this Agreement relative to emergency ambulance services;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Services to be Performed**

County agrees to engage the City to furnish emergency ambulance services to the certain identified unincorporated areas of the County known as the Lucas Fire District, and to answer all emergency ambulance calls within the unincorporated areas of the Lucas Fire District as shown

on the map attached hereto as Exhibit "A" and incorporated herein. The Lucas Fire District specifically excludes the following areas currently known as: The Seis Lagos Utility District; Brockdale Park Estates and Inspiration Point and as further identified on Exhibit "B".

The level of emergency ambulance services required under this Agreement shall include Advanced Life Support ("ALS").

Article II Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 1st day of October, 2014. This contract expires at midnight on September 30, 2015. This contract may be extended for additional time with the fees and payments being negotiated at that time.

Article III Compensation

The emergency ambulance services described in Paragraph I shall be provided to the County at no charge.

Article IV Relationship of Parties

The Parties intend that the City, in performing the emergency ambulance services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither the City, its agents, employees, volunteer help nor any other person operating under this Agreement shall be considered an agent or employee of the County and shall not be entitled to participate in any pension or other benefits that the County provides its employees.

Article V Notice to Parties

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

If intended for City, to:

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

With a copy to:

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

If intended for County, to:

Collin County
Attn: Purchasing Agent
2300 Bloomdale, Suite 3160
McKinney, Texas 75071

With copy:

Article VI Requirements for Insurance

6.1 Before commencing work, the City shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copied of all insurance certificates indicating the coverage to remain in force throughout the term of this contract.

6.1.1 Commercial General Liability Insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000.00 per occurrence. Coverage must be written on an occurrence form.

6.1.2 Workers Compensation insurance at statutory limits, including employers' liability coverage at minimum limits.

6.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000.00 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

6.1.4 Medical Professional Liability Insurance at minimum limits of \$1,000,000.00. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage).

6.2 The required limits may be satisfied by any combination of primary, excess or umbrellas liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The City may maintain reasonable and customary deductibles, subject to approval by the County.

6.3 With reference to the foregoing insurance requirement, the City shall endorse applicable insurance policies as follows:

6.3.1 The City's insurance policies shall be endorsed to the effect that the County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

6.3.2 All copies of Certificates of Insurance shall reference the project/contract number.

6.3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

6.3.3.1 A financial rating of B+VI or better as assigned by the Best Rating Company or equivalent

6.3.3.2 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

6.3.3.2.1 Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

6.3.3.2.2 Sets forth the notice of cancellation or termination to the County.

Article VII Funding Sources

Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

Article VIII Miscellaneous Provisions

8.1 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

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

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

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

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

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

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

EXECUTED on this 21st day of August, 2014.

City of Lucas, Texas



By: _____

Rebecca Mark, Mayor

Attest:

By: _____

Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By: _____

Joseph J. Gorfida, Jr., City Attorney
(08-08-14/67490)

EXECUTED on this 20th day of September, 2014.

Collin County

By: _____

Name: Keith Self

Title: County Judge

Attest:

By: _____

Name: Georgia Shepherd

Title: Administrative Secretary

Approved as to Form:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

EXHIBIT "A"
CITY OF LUCAS/COLLIN COUNTY, TEXAS
INTERLOCAL AGREEMENT FOR EMERGENCY AMBULANCE SERVICES

Lucas Fire Department

Water Tower

Fairview

FAFD

Fairview

WFD

WFD

WFD

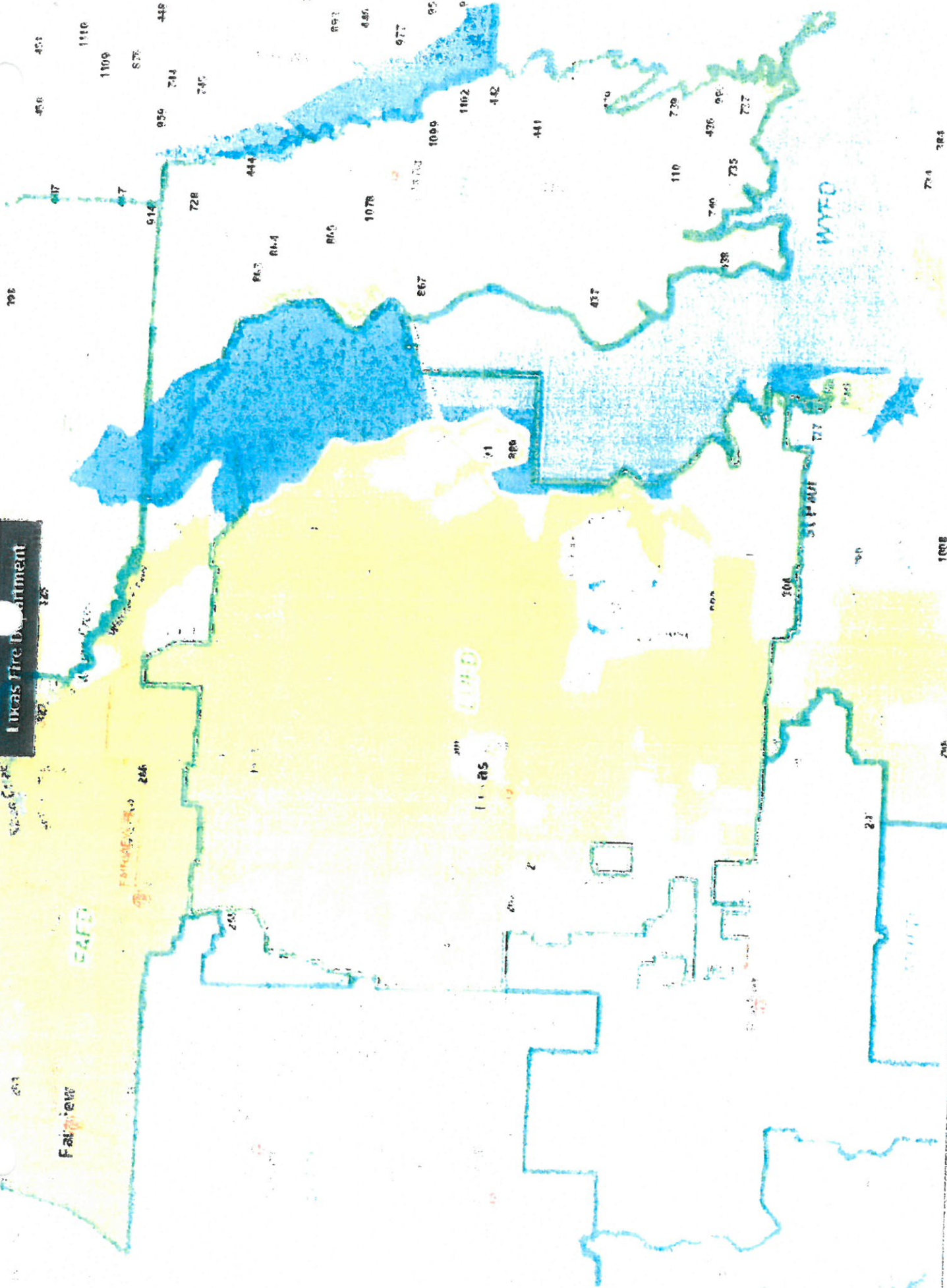
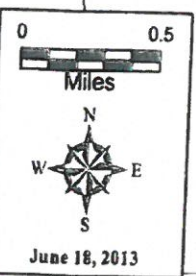
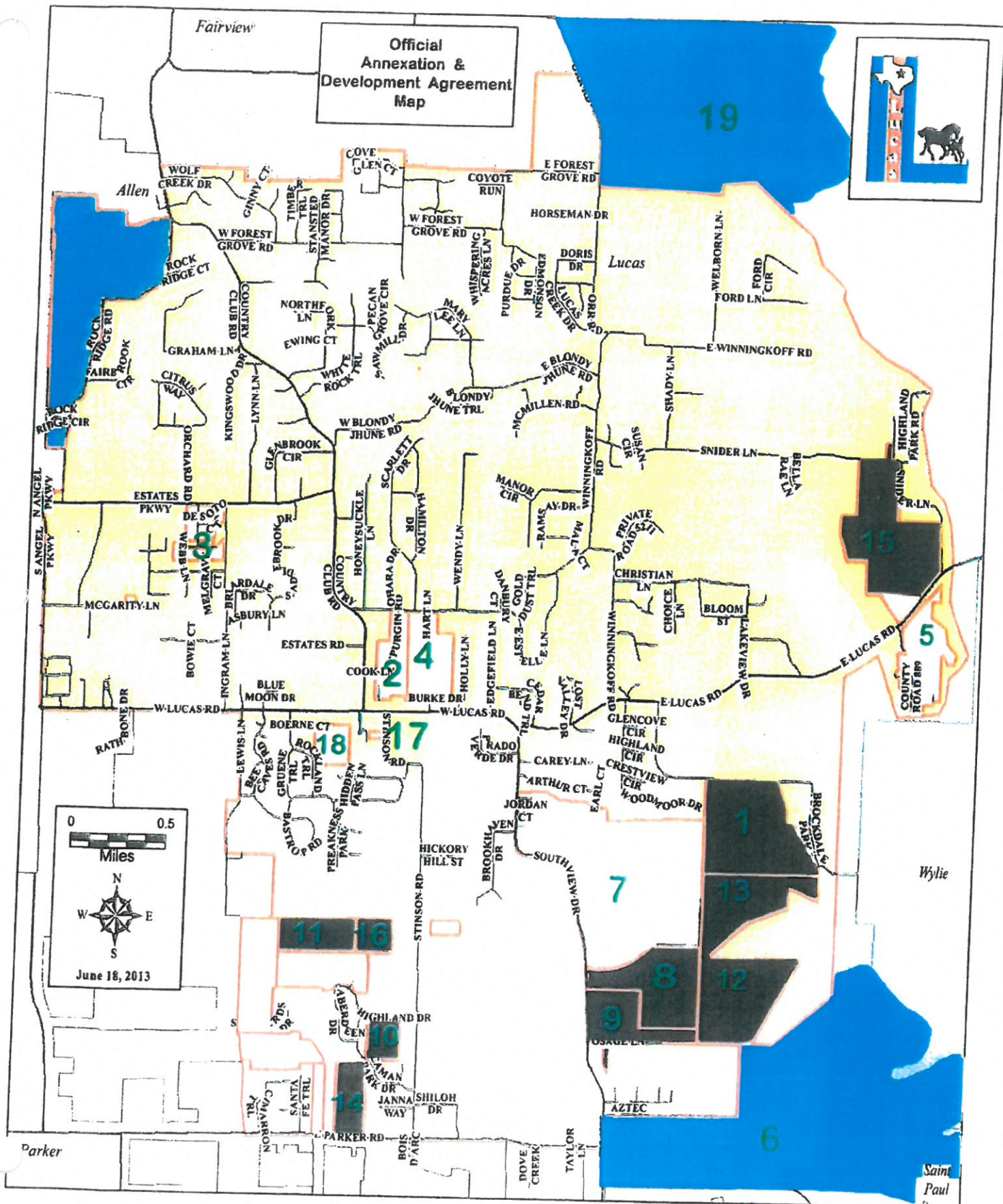


EXHIBIT "B"

Official
Annexation &
Development Agreement
Map



June 18, 2013

Lucas Sub-Divisions/P Is outside City Limits

#	Sub-Division	Street	Annex Date	In ETJ	In FD
1	BROCKDALE ESTATES 206 houses	Coit Trail	4/17/2026	X	X
		Hicks Trail	4/17/2026	X	X
		Lakeshore Blvd.	4/17/2026	X	X
		Maggie Trail	4/17/2026	X	X
		Samantha Trail	4/17/2026	X	X
		Logan Trail	4/17/2026	X	X
		Terry Court	4/17/2026	X	X
2	CIMARRON 25 homes	Strain Ln	Available	X	X
		Stratton Mills Dr	Available	X	X
		Cook Ln	Available	X	X
		Red Stone Court	Available	X	X
		Ruffledge Lane	Available	X	X
		Spurgin Road	Available	X	X
3	CLAREMONT SPRINGS I 23 homes	Amblerwood Drive	Available	X	X
		Desoto Ct	Available	X	X
		Marlinton Dr	Available	X	X
		Melgrave Ct	Available	X	X
		Webb Ln	Available	X	X
		Chatfield Ln	Available	X	X
4	EDGEWOOD ESTATES 45 homes	Burke Drive	Available	X	X
		Connell Ln	Available	X	X
		Darton Dr	Available	X	X
		Darton Dr	Available	X	X
		Edgewood Dr	Available	X	X
		Hart Ln	Available	X	X
		Hayden	Available	X	X
		Hunt Dr	Available	X	X
		Lee Drive	Available	X	X
		Pool Ln	Available	X	X
		Walker Ln	Available	X	X
5	Trinity Park 48 homes	E. Fork CR 891	Available	X	X
		Miami CR 890	Available	X	X
		Dayona CR 391	Available	X	X
		Trout CR 887	Available	X	X
		Orlando CR 889	Available	X	X
6	Southview Area/Parker Rd Area 24 homes/10 Commercial	Private Rd 5237	Not in City	X	
		Pecan Drive	Not in City	X	
		Wright Lane	Not in City	X	

#	Sub-Division	Street	Annex Date	In ETJ	In FD
7	SEIS LAGOS I 405 homes	Alameda Circle	3 yrs from Dev/Annex Plan	X	X
		Avenida	3 yrs from Dev/Annex Plan	X	X
		Bella Vista Circle	3 yrs from Dev/Annex Plan	X	X
		Brisas	3 yrs from Dev/Annex Plan	X	X
		Caminero Real East	3 yrs from Dev/Annex Plan	X	X
		Cannoneo Circle	3 yrs from Dev/Annex Plan	X	X
		Carriage Trail	3 yrs from Dev/Annex Plan	X	X
		Chula Vista Circle	3 yrs from Dev/Annex Plan	X	X
		Del Mar Circle	3 yrs from Dev/Annex Plan	X	X
		Lago Vista East	3 yrs from Dev/Annex Plan	X	X
		Lago Vista West	3 yrs from Dev/Annex Plan	X	X
		Laguna Circle	3 yrs from Dev/Annex Plan	X	X
		Las Brisas Circle	3 yrs from Dev/Annex Plan	X	X
		Las Cruces Circle	3 yrs from Dev/Annex Plan	X	X
		Los Alamitos Circle	3 yrs from Dev/Annex Plan	X	X
		Riva Ridge	3 yrs from Dev/Annex Plan	X	X
		San Juan Circle	3 yrs from Dev/Annex Plan	X	X
		Santa Anita Circle	3 yrs from Dev/Annex Plan	X	X
		Santa Maria Circle	3 yrs from Dev/Annex Plan	X	X
		Santa Monica Circle	3 yrs from Dev/Annex Plan	X	X
		Santa Rosa Circle	3 yrs from Dev/Annex Plan	X	X
		Seis Lagos Trail	3 yrs from Dev/Annex Plan	X	X
		Ventura Circle	3 yrs from Dev/Annex Plan	X	X
	SEIS LAGOS II	San Cristobal Circle	3 yrs from Dev/Annex Plan	X	X
		Sanlago Trail	3 yrs from Dev/Annex Plan	X	X
		Castillo Trail	3 yrs from Dev/Annex Plan	X	X
		Lago Grande Trail	3 yrs from Dev/Annex Plan	X	X
		Barranca Trail	3 yrs from Dev/Annex Plan	X	X
		Cordero Trail	3 yrs from Dev/Annex Plan	X	X
		Trinidad Circle	3 yrs from Dev/Annex Plan	X	X
8	McKenna Property (1 home)	Southview	8/1/2027		
9	North Texas Equestrian Center	Southview	2026	X	X
10	Donihoe/McCreary	Sinson Rd	Final Plat or 2018	X	X
11	Stinson Highlands III	Sinson Rd	Upon Final Plat	X	X
12	Inspiration I (600 lots)	Brockdale	9/17/2024	X	X
13	Inspiration II (800 lots)	Brockdale	9/17/2024	X	X
14	McCreary Watson	Parker Rd	2027	X	X
15	Lakeview Downs (106 lots)	E. Lucas Rd	2021	X	X
16	Oakbrook (44 lots)	Sinson Rd	Upon Final Plat	X	X
17	190 Stinson Rd. (Commercial)	Available		X	X
18	Willow Springs Middle School	Available		X	X
19	North Texas Municipal Water District	Not Available			X



COLLIN COUNTY

Fire Marshal's Office
825 N. McDonald Street
Suite 140
McKinney, Texas 75069
972-548-5576
975-548-5574 fax
www.collincountytx.gov

TO: Commissioners' Court
FROM: Jason Browning, Fire Marshal
RE: Contract for Fire Protection in Unincorporated Collin County

Honorable Court,

I respectfully request the Court to consider and approve the enclosed contract for providing fire protection in the unincorporated fire district of Collin County. The funding for the contract has been approved in the FY14 budget. This contract is with the individual Fire Department that has unincorporated areas within their fire district and will take the place of the annual subsidy the county has been providing to the Firefighters Association in years past.

COUNTY OF COLLIN §
 §

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and Lucas Fire Department (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

WHEREAS, AGENCY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

WHEREAS, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

WHEREAS, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

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

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

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

III. Obligations and Responsibilities of COUNTY.

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local

Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

IV. Effective Date, Term and Termination.

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

V. Miscellaneous

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:
Collin County, Texas
Attn: County Judge, Keith Self
2300 Bloomdale Rd.
McKinney, TX 75071

To AGENCY:
Lucas Fire Department
Attn: Fire Chief, Jim Kitchens
165 Country Club Rd
Lucas, TX 75002

5.2 Authority and Enforceability. The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.3 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

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

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

5.6 No Third Party Beneficiaries: This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

5.8 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.9 Dispute Resolution. The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

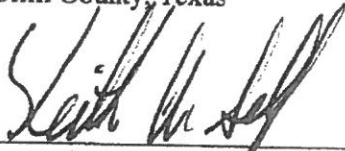
5.10 Authority. The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

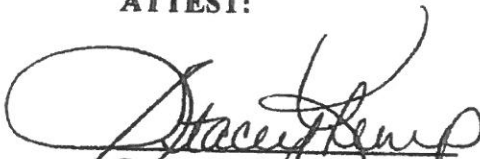
Collin County, Texas



County Judge, Keith Self
Acting on behalf and by Authority
Of the Collin County Commissioners

11/5/13
Date

ATTEST:


Stacey Kemp, County Clerk

AGENCY

City of Lucas

Rebecca Mark
Name

Mayor
Title

Aug. 15, 2013
Date

ATTEST:

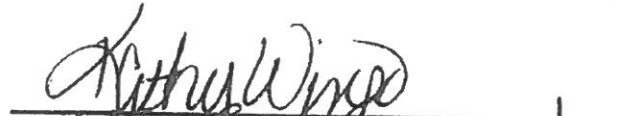

Kathy Wingo, City Secretary

EXHIBIT A

MAP OF AGENCY FIRE DISTRICT

Lucas Fire Department

Engine

as

as

as

as