



AGENDA

**City of Lucas
Special City Council Meeting
December 21, 2020
8:30 AM
City Hall, Council Chambers
and Video Conference
665 Country Club Road – Lucas, Texas**

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, December 21, 2020 at 8:30 am at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, 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.

On March 16, 2020 Governor Abbott suspended some provisions of the Open Meetings Act in response to the COVID-19 emergency. In order to practice safe distancing, Lucas City Council meetings will be open to on-site visitors in a limited capacity of 15 audience members. City Council meetings will also be available through Zoom Webinar from your computer or smartphone. To join the meeting, please click this URL: <https://zoom.us/j/98274690619?pwd=QXVWbEovbWxBWG1DVnlG1FPc3Z5dz09> and enter your name and email address.

To join by phone: 1-346-248-7799
Webinar ID: 982 7469 0619
Passcode: 375861

If you would like to watch the meeting live, and not participate via Zoom, you may go to the City's live streaming link at <https://www.lucastexas.us/live-streaming-videos/>.

If the public desires to speak during a specific agenda item, they must email shenderson@lucastexas.us by 4:00 pm on the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. You may also communicate and send your comments to the City Councilmembers directly by emailing citycouncil@lucastexas.us.

Call to Order

- Roll Call
- Determination of Quorum

Citizen Input

1. Citizen Input

Regular Agenda

2. Consider the Interlocal Cooperation Agreement for Municipal Direct Public Safety Expense Funding between Collin County and the City of Lucas in the amount of \$217,889.47. **(City Manager Joni Clarke)**
3. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on December 17, 2020.

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 City Secretary Stacy Henderson at 972.912.1211 or by email at shenderson@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

December 21, 2020

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

Council Agenda Request

December 21, 2020

Item No. 02

Requester: City Manager Joni Clarke

Agenda Item Request

Consider the Interlocal Cooperation Agreement for Municipal Direct Public Safety Expense Funding between Collin County and the City of Lucas in the amount of \$217,889.47.

Background Information

The Collin County Commissioners Court agreed to distribute an additional \$28,639,067.33 to 13 Collin County cities to reimburse for public safety expenditures. A zoom meeting was held on Tuesday, December 15, 2020 to discuss the process with Collin County cities. Collin County is requesting that the executed interlocal be sent to Mr. Bilyeu by Tuesday, December 22, 2020.

Attachments/Supporting Documentation

1. Interlocal Cooperation Agreement for Municipal Direct Public Safety Expense Funding
2. Public Safety Direct Service Reimbursement 12/15/20
3. Collin County Administrator Bill Bilyeu's email dated October 28, 2020

Budget/Financial Impact

If the Interlocal is approved, it will bring an additional \$217,889.47 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to the City of Lucas.

Recommendation

Staff recommends approval.

Motion

I make a motion to approve/deny the Interlocal Cooperation Agreement for Municipal Direct Public Safety Expense Funding and authorize the Mayor to execute the Interlocal accepting funds in the amount of \$217,889.47.

INTERLOCAL COOPERATION AGREEMENT
[MUNICIPAL DIRECT PUBLIC SAFETY EXPENSE FUNDING]

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Collin County, Texas (hereinafter “County”) and the City of Lucas, Texas (hereinafter “City”) under the County’s Emergency Program for Direct public safety costs expended by Municipalities located in Collin County to address and respond to COVID-19.

1. Program Description. The County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES ACT”) to address and respond to the effects of the COVID-19 emergency. Assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding, including the cost of public safety employees, which includes, police officers, city marshals, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.

2. Incorporation of Program. The Order of the Collin County, Texas Commissioners Court establishing a COVID-19 Emergency Program for Direct Public Safety Costs Expended by Municipalities located in Collin County to Address and Respond to COVID-19 (hereinafter “Direct Costs Program”) is attached hereto and incorporated by reference herein.

3. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of \$217,889.47 of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. The account must be an interest-bearing account and similarly insured and protected as the City’s other funds.

4. Use of Municipal Funds. The City may use its Municipal Funds for reimbursing itself for COVID-19 expenditures already paid and incurred **related to public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.**

5. City’s Obligations relating to its Use of the Municipal Funds. The City agrees to:

- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures hereunder;
- b) reimburse and return to the Municipal Funds account within thirty days any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City’s Municipal Funds account is already closed

out, the reimbursement and return of the ineligible expenditure shall be made to the County;

- c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement. All documentation shall be delivered to the County no later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Public Safety Costs Program;
- d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
- e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
- f) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
- g) acknowledge and recognize that the source of these Municipal Funds is Collin County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
- h) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives or programs occurs; and
- i) impose similar terms and conditions upon any sub-recipient of its Municipal Funds.

6. Reports. The City shall provide periodic reports relating to the use of the Municipal Funds as requested or required by the County.

7. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

8. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department. **The sole purpose of this funding is for the cost of public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel. Such costs are the only costs eligible for this funding.**

9. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

10. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Collin County, Texas.

11. No Assignment. The City may not assign this Agreement.

12. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

13. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

14. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

15. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

16. Signature Authority. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

COLLIN COUNTY, TEXAS

By: _____
Chris Hill, County Judge

Date

By: _____
Jim Olk, Mayor, City of Lucas

Dated: December 21, 2020

Attest:

Stacy Henderson, City Secretary

Public Safety Direct Service Reimbursement 12/15/20

City	Population	%	First Distribution	Public Safety Expenditures	Proposed Distribution
Allen	98,366	10.73%	5,376,848.82	14,138,989.00	3,242,008.08
Celina	12,012	1.31%	656,581.94	3,002,014.08	395,899.00
Fairview	12,091	1.32%	660,930.59	3,726,824.91	398,502.73
Farmersville	3,085	0.34%	168,644.68	646,114.00	101,677.36
Frisco	124,125	13.53%	6,784,894.38	10,083,744.00	4,090,989.29
Lavon	4,101	0.45%	224,171.48	595,549.92	135,163.32
Lucas	6,611	0.72%	361,355.69	716,626.67	217,889.47
McKinney	184,742	20.14%	10,098,347.55	26,350,000.00	6,088,842.24
Plano	293,559	32.01%	16,046,479.36	24,850,389.54	9,675,300.90
Princeton	13,261	1.45%	724,894.87	449,832.09	437,064.32
Prosper	20,103	2.19%	1,098,850.23	5,605,572.02	662,567.23
Richardson	44,295	4.83%	2,421,235.13	6,024,062.88	1,459,902.28
Sachse	8,207	0.89%	448,591.56	434,972.15	270,491.43
Wylie	44,382	4.84%	2,425,994.40	13,565,902.96	1,462,769.68
Total	868,940	94.75%	47,497,820.68	110,190,594.22	28,639,067.33

From: Bill Bilyeu <bbilyeu@co.collin.tx.us>
Sent: Wednesday, October 28, 2020 3:00 PM
To: 'Don Wagner' <Don.Magner@cor.gov>; 'pgrimes@mckinneytexas.org' <pgrimes@mckinneytexas.org>; 'Susie Quinn' <squinn@murphytx.org>; 'Ron Patterson' <RPatterson@friscoedc.com>; 'brian.ritter@wylietexas.gov' <brian.ritter@wylietexas.gov>; 'Arthur Cotten' <acotten@murphytx.org>; 'chris.holsted@wylietexas.gov' <chris.holsted@wylietexas.gov>; 'Gina Nash' <gnash@cityofsachse.com>; 'marki@plano.gov' <marki@plano.gov>; 'gpurefoy@friscotexas.gov' <gpurefoy@friscotexas.gov>; 'Jared Mayfield' <JMayfield@murphytx.org>; 'Lee Battle' <lbattle@cityofallen.org>; 'Nyla Oliver' <NOliver@murphytx.org>; 'jclarke@lucastexas.us' <jclarke@lucastexas.us>; 'brent.parker@wylietexas.gov' <brent.parker@wylietexas.gov>; 'jcouch@fairviewtexas.org' <jcouch@fairviewtexas.org>; 'harlan_jefferson@prospertx.gov' <harlan_jefferson@prospertx.gov>; 'b.white@farmersvilletx.com' <b.white@farmersvilletx.com>; 'renae.ollie@wylietexas.gov' <renae.ollie@wylietexas.gov>; 'Anita Cothran' <ACothran@friscotexas.gov>; 'Kent Pfeil' <Kent.Pfeil@cor.gov>; 'jlittle@cityofmelissa.com' <jlittle@cityofmelissa.com>; 'dan.johnson@cor.gov' <dan.johnson@cor.gov>; 'dborg@princetontx.us' <dborg@princetontx.us>; Kerry Shulman <kshulman@co.collin.tx.us>; 'Karen Montgomery' <kmontgomery@murphytx.org>; 'lolson@parkertexas.us' <lolson@parkertexas.us>; 'jlaumer@celina-tx.gov' <jlaumer@celina-tx.gov>; 'mcastro@murphytx.org' <mcastro@murphytx.org>; 'Liz Exum' <lexum@lucastexas.us>; 'eellwanger@cityofallen.org' <eellwanger@cityofallen.org>; 'Monika Arris' <marris@co.collin.tx.us>; 'Teresa Mercer' <tmercer@co.collin.tx.us>; 'kim.dobbs@cityoflavon.org' <kim.dobbs@cityoflavon.org>; 'Mark Holloway' <mholloway@mckinneytexas.org>; 'Jim Proce' <jproce@annatexas.gov>; 'kstovall@celina-tx.gov' <kstovall@celina-tx.gov>
Subject: Collin CARES Spending- urgent request for October 30

As we all know, CARES Act funding must be spent by December 30, 2020- roughly two months from now. The County held back some funding in reserves and I am exploring different spending options to present to Commissioners Court. One option includes reimbursing cities for additional expenses. Specifically, CARES Act funding may be used for payroll and benefit expenses for public safety employees for the time period beginning March 1, 2020 to December 30, 2002 (see <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>). Public safety employees include police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. In reviewing the Collin CARES reports submitted for each city, some of you have used part or all of your previous allocation for salaries and some cities have not. The purpose of this email is to request your city's unreimbursed payroll and benefit expenses for the period March 1 thru December 30th. I need a response by this **Friday, October 30th** in the following format:

City:			
Eligible Department	Total payroll and benefits for the period 3/1-12/30	Amount previously reimbursed from CARES Act funds	Net amount not reimbursed
Law Enforcement including city detention*	\$0		
Fire Protection*	\$0		

Emergency Management	\$0		
Emergency medical services*	\$0		
Environmental and public health*	\$0		

* Do not include the costs of any services paid to Collin County. For example, some cities contract with the county for health inspections, ambulance services, etc., do not include these costs in the report.

If your city crosses county lines, prorate the costs by county population and only include the expenses equal to the percentage of your city's residents in Collin County.

This is staff research and I have not discussed this option with court members, so this email should not be perceived as a commitment or expectation to fund these expenses. I am just exploring various options.

If you have any questions that would be helpful to everyone on this string, please respond to all, otherwise direct individual questions to me.

Thanks,
 Bill Bilyeu
 972-548-4631