



AGENDA

CITY COUNCIL MEETING

November 2, 2023 | 5:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, November 2, 2023, beginning at 5:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to City Secretary Toshia Kimball prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Toshia Kimball at tkimball@lucastexas.us by no later than 3:30 pm 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. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

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

Citizen Input

1. Citizen 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. Items of Community Interest:

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Consent Agenda:

- A. Approval of minutes of the October 19, 2023, City Council meeting.

Regular Agenda

- 4. Provide the Annual Elected Official Educational Program to the Lucas City Council. **(Presenter: City Attorney Joe Gorfida)**
- 5. Consider approving Resolution R 2023-11-00547 and cast votes for Collin Central Appraisal District Board of Directors. **(City Secretary: Toshia Kimball)**
- 6. Consider Fire and Emergency Medical Services (EMS) Mutual Aid Agreements and provide direction to the City Manager. **(Presenter: Fire Chief Ted Stephens)**
- 7. Consider the following items as it relates to the termination of the Length of Service Awards Program (LOSAP) for Volunteer Emergency Responders (VER):
 - A. Discuss the termination of the Length of Service Awards Program (LOSAP) for Volunteer Emergency Responders (VER).
 - B. Authorize the city manager to proceed with the termination process and payout the full (100%) actuarial present value of accrued benefits (APVAB) to all 28 members on our current LOSAP roster. **(Presenter: HR Generalist Alana Cohen)**
- 8. Consider approving Resolution R 2023-11-00546 authorizing the Mayor to execute the Interlocal Agreement between Collin County and the City of Lucas and appropriate funding in the amount of \$358,012 from Unrestricted General Fund Reserves for the Trinity Trail Connect Phase 1 project. **(Presenter: Assistant City Manager Kent Souriyasak)**
- 9. Consider the creation of an advisory panel consisting of up to three members from each school that provides educational services to children that reside in the City of Lucas and up to three members from the Lucas City Council. **(Presenter: Philip Lawrence)**

Public Hearing

- 10. Public hearing to consider adopting Ordinance # 2023-11-00993 approving a specific use permit request by Wal-Mart Real Estate on behalf of Panda Express for a drive-through restaurant on a .975-acre tract of land in the W. Snider Survey, Abstract Number 821, being part of Lot 1, Block A, Wal-Mart Lucas Addition, located at 2662 West Lucas Road. **(Presenter: Development Services Director Joe Hilbourn)**
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct public hearing
 - C. Take action on the specific use permit request

Executive Session

11. Executive Session:
 - A. The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, for City Manager Evaluation.
 - B. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.
12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
13. 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, Texas 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on October 27, 2023.

Toshia Kimball, 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 Toshia Kimball at 972.912.1211 or by email at tkimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

November 2, 2023

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

City Council Agenda Request

November 2, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 3, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the October 19, 2023, City Council Meeting.

Background Information

NA

Attachments/Supporting Documentation

- 1. Minutes of the October 19, 2023 City Council Meeting

Budget/Financial Impact

NA

Recommendation

Staff recommends approval of the consent agenda as presented.

Motion

I make a motion to approve the consent agenda as presented.



MINUTES

CITY COUNCIL REGULAR MEETING

October 19, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

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

City Councilmembers Not Present:

Councilmember Tim Johnson
Councilmember Dusty Kuykendall
Councilmember Phil Lawrence

City Staff Present:

City Manager Joni Clarke
City Secretary Toshia Kimball
Public Works Director Scott Holden
On-Call Engineer Joe Grajewski
Management Analyst Joshua Menhennett
Deputy Daniel Gillespie

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

There were no members of the public wishing to address the City Council.

Community Interest

2. Items of Community Interest.

Mayor Olk gave items of community interest including:

- Parks Survey
- Lucas Farmers Market
- Arbor Day and Recycling
- Grand Opening and Ribbon Cutting at Wolf Creek Village
- Holiday Donation Drive
- Election Day

Consent Agenda

3. Consent Agenda:

A. Approval of minutes of the October 5, 2023, City Council meeting.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Keer to approve the Consent Agenda as presented. The motion passed unanimously by a 4 to 0 vote. Councilmember Kuykendall, Councilmember Johnson and Councilmember Lawrence did not attend.

4. **Consider the following items as it relates to the West Lucas Road Elevated Storage Tank:**
 - A. **Appropriate \$5,027,616 to account number 21-8210-490-125 (West Lucas Road Elevated Storage Tank), using earmarked funding sources from the American Recovery Plan Act, 2019 Certificates of Obligation (Water Fund), Restricted Water Fund Reserves, and remaining funds from account 21-8210-490-125.**
 - B. **Award the bid and authorize the City Manager to enter into an agreement with Landmark Structures for the construction of the West Lucas Road Elevated Storage Tank in an amount not to exceed \$4,570,560.**
 - C. **Encumber a 10% contingency totaling \$457,056 to be reserved by the City to cover any unforeseen project expenses.**

Public Works Director Scott Holden presented the West Lucas Road Elevated Storage Tank items.

City Manager Joni Clarke advised that Public Works Director Scott Holden saved the City two million dollars. She also advised that we have another summer to get through before the new storage tank comes online and the City is working on strategies on how to communicate and encourage our citizens to use their water wisely.

Mayor Pro Tem Peele asked how soon can we get started if it's approved. Public Works Director Scott Holden advised a month or less.

MOTION: A motion was made by Mayor Olk, seconded by Councilmember Fisher to approve:

- A. Appropriate \$5,027,616 to account number 21-8210-490-125 (West Lucas Road Elevated Storage Tank), using earmarked funding sources from the American Recovery Plan Act, 2019 Certificates of Obligation (Water Fund), Restricted Water Fund Reserves, and remaining funds from account 21-8210-490-125.
- B. Award the bid and authorize the City Manager to enter into an agreement with Landmark Structures for the construction of the West Lucas Road Elevated Storage Tank in an amount not to exceed \$4,570,560 and
- C. Encumber a 10% contingency totaling \$457,056 to be reserved by the City to cover any unforeseen project expenses.

The motion passed unanimously by a 4 to 0 vote. Councilmember Kuykendall, Councilmember Johnson and Councilmember Lawrence did not attend.

5. **Consider the creation of an advisory panel consisting of up to three members from each school that provides educational services to children that reside in the City of Lucas and up to three members from the Lucas City Council.**

Mayor Olk advised that Councilmember Lawrence requested that item five be moved to the November 2, 2023 City Council Meeting agenda.

Executive Session

6. **Executive Session:**

The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

City Council convened into Executive Session at 6:44 pm.

7. **Reconvene from Executive Session and take any action necessary as a result of the Executive Session.**

City Council reconvened from Executive Session at 6:53 pm.

No action necessary for this item.

8. **Adjournment.**

The City Council meeting was adjourned by Mayor Olk at 6:53 pm.

APPROVED:

ATTEST:

Mayor Jim Olk

Toshia Kimball, City Secretary



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 04

Requester: City Attorney Joe Gorfida

Agenda Item Request

Provide the Annual Elected Official Educational Program to the Lucas City Council.

Background Information

This annual elected official educational program will review fundamental areas of municipal government, help you side-step potential pitfalls, and give you the educational resources needed to maximize your impact as a city leader. The following list of topics will be discussed:

- Municipal Government Fundamentals – An overview of the local government
 - What is the Role of Councilmembers
 - What changes have occurred in State law that impact our ability to protect citizens from nuisances and specifically, what is prohibited.
- Code of Ethics - Section 3.20 of the City of Lucas Home Rule Charter (Amended by Election on May 1, 2021) states that the City Council shall establish a Code of Ethics which can be found in the City of Lucas Code of Ordinances, Article 1.06.
 - Texas Ethics Commission – Electioneering and Advocacy
- Texas Public Information Act
- Texas Open Meetings Act
 - Open Meeting Requirements
 - Closed Meeting Limitations
- Electronic Communication - Social Media, email, texting, etc. and how to avoid a walking quorum.
- Land Use and Development – Annually, there is a comprehensive Land Use Conference in April that offers high-level, detailed coverage of the key issues, strategies, challenges, tools, and opportunities facing municipalities, counties, and developers regarding land use and zoning.
 - State Law regarding the Platting Process
 - What is a “takings” and how to avoid it



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 04

Attachments/Supporting Documentation

The Texas Municipal League (TML) provides educational material for elected officials on their website at www.tml.org. Some of the publications that will keep you up to speed on your duties as a city official include:

- A Guide to Becoming a City Official
- Economic Development Handbook
- Handbook for Mayors and Councilmembers
- How Cities Work
- Key Legal Requirements
- Texas Municipal League Revenue Manual for Texas Cities
- Understanding Your Personal Liability as a City Official: A Primer (PDF)

Texas Town and City, TML's member magazine, includes helpful articles on city government topics. Here are a few articles written for newly elected officials:

- 30 Tips for Newly Elected Mayors and Councilmembers
- The ABCs of a Successful First Term on City Council
- You and Your City Attorney

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 05

Requester: Toshia Kimball

Agenda Item Request

Consider approving Resolution R 2023-11-00547 and cast votes for Collin Central Appraisal District Board of Directors.

Background Information

The Collin Central Appraisal District has submitted the official ballot for their nominees to the Board of Directors. The City of Lucas is allotted seven (7) votes which may be cast for one candidate or distribute the votes among any number of candidates listed.

The Collin Central Appraisal District ballot is attached to the letters received from the Collin Central Appraisal District.

Attachments/Supporting Documentation

1. Resolution R 2023-11-00547
2. Letter and ballot from Collin Central Appraisal District

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to approve Resolution R 2021-11-00547 and cast votes for _____ to the Collin Central Appraisal District Board of Directors.



RESOLUTION R 2023-11-00547
[Collin Central Appraisal District Board Directors]

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

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

WHEREAS, the City of Lucas, Texas is entitled up to seven (7) votes by an official resolution to cast votes for the Board of Directors of the Central Appraisal District of Collin County;

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

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

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

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 2nd day of November, 2023.

City of Lucas, Texas

Jim Olk, Mayor

ATTEST:

Toshia Kimball, City Secretary



Collin Central Appraisal District

October 18, 2023

Erin Flores, City Secretary
Lucas City
665 Country Club Rd.
Lucas, TX 75002

RE: Board of Directors election, one-year term, beginning January 1, 2024

Dear Ms. Flores:

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

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2023, **except taxing units with 250 or more votes.**

Taxing Units with 250 or more votes MUST determine its votes by Resolution adopted at the FIRST or SECOND open meeting of the governing body held after the chief appraiser delivers the ballot and their voting Resolution must be submitted to the chief appraiser not later than the THIRD day following the date the Resolution was adopted.

Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser will not count votes for someone not listed on the official ballot.

Regards,

A handwritten signature in black ink that reads "Marty Wright". The signature is written in a cursive, flowing style.

Marty Wright
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **Lucas City**

NUMBER OF VOTES: **7**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, ONE-YEAR TERM
BEGINNING JANUARY 1, 2024.**

NOMINEES	VOTES
<i>DAN BOLLNER</i>	
<i>DAVID GENSLER</i>	
<i>RICHARD "RICK" GRADY</i>	
<i>MICHELLE HOWARTH</i>	
<i>RONALD L. KELLEY</i>	
<i>BRIAN MANTZEY</i>	
<i>CLINT PRUETT</i>	
<i>SCOTT SPERLING</i>	
<i>CHARLES WEIS</i>	
<i>RICHARD WILLIAMS</i>	
<i>VERONICA YOST</i>	

October 18, 2023

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2023, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

2024 - 2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

DAN BOLLNER	Nominated by the City of Frisco. Resides in Frisco, TX.
DAVID GENSLER	Nominated by the Town of Saint Paul. Resides in Saint Paul, TX
RICHARD "RICK" GRADY	Nominated by the City of Plano and Plano ISD. Resides in Plano, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
RONALD L. KELLEY	Nominated by Plano ISD. Resides in Plano, TX. Current Board member.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
CLINT PRUETT	Nominated by Collin County. Resides in McKinney, TX.
SCOTT SPERLING	Nominated by the City of Lucas. Resides in Fairview, TX.
CHARLES WEIS	Nominated by the City of Parker. Resides in Parker, TX.
RICHARD WILLIAMS	Nominated by the City of Parker. Resides in Parker, TX.
VERONICA YOST	Nominated by the City of Allen and Allen ISD. Resides in Allen, TX.



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 06

Requester: Fire Chief Ted Stephens

Agenda Item Request

Consider Fire and Emergency Medical Services (EMS) Mutual Aid Agreements and provide direction to the City Manager.

Background Information

At the City Council meeting held on April 20, 2023, Councilmember Fisher led the discussion regarding the mutual aid agreements the City of Lucas has with neighboring entities. The following concerns were expressed during the City Council discussion:

- The amount of area that the City of Lucas is required to cover with its emergency services.
- The distance the City's ambulances are driving and the wear and tear on the emergency vehicles.
- Collin County does not have enough ambulances to cover their needs and relies too heavily on the cities to provide backup service.
- The number of responses provided by the City of Lucas is far greater than services received with some mutual aid cities.
- The impact of hospitals and the turnaround time it takes to get an ambulance released back into services after a transport.
- Municipal Utility Districts placing more of a burden on the surrounding cities to provide emergency services to a larger population.
- Another issue is that our residents are being billed by outside agencies based on their policy when our ambulance is not able to respond.

The City Council requested additional data regarding response times for medical calls as well as mutual aid provided and received from specific jurisdictions. Lucas Fire-Rescue began including in their monthly calls for service report a summary of mutual aid.

At the August 3, 2023, Lucas City Council meeting a presentation was provided regarding our automatic and mutual aid provisions, specifically concerning our EMS to the Princeton/Branch area. Councilmember Fisher expressed an interest in reviewing the mutual aid agreements with staff and the city attorney. City Council requested that a plan be put together to determine what work would need to be done and if a subcommittee will be required.

On August 24, 2023, City Manager Joni Clarke and Fire Chief Ted Stephens met to review all agreements relating to mutual aid and those agreements were previously forwarded to City Attorney Joe Gorfida to evaluate as well. The following information highlights the outcome of the meeting and the status of the City's agreements regarding mutual aid:



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 06

Contract Description	Parties	Comments	Revision Needed
Interjurisdictional Mutual Aid Agreement dated 7/7/2008-Final Collin County signed on 8/13/08 with automatic renewal.	Collin County and all cities located in Collin County	Texas Government Code Section 418.109(d) – Authority to Render Mutual Aid Assistance – broadly defined which is why we do not need mutual aid agreements with all jurisdictions.	No update or revision needed.
Agreement for the Provision of Firefighting and Fire Protection Services effective date 10/1/13 with automatic renewal.	Collin County and Lucas Fire Department	Services benefits an area of the county that is located outside the municipality.	Minor updates needed regarding the service area and funding. However, an updated agreement is not necessary as Interjurisdiction Mutual Aid Agreement provides authority to respond.
Interlocal Agreement for Emergency Ambulance Services effective on 10/1/14 expires on 9/30/15. Contract may be extended for additional time with the fees and payments being negotiated at that time.	Collin County and City of Lucas	The City provides ambulance services (ALS) to certain identified unincorporated areas of Collin County in the Lucas Fire District excluding Seis Lagos Utility District, Brockdale Parks Estates, and Inspiration Point.	This contract has expired with no extension. Updated agreement is not necessary as Interjurisdiction Mutual Aid Agreement provides authority to respond.
Agreement for Mutual Aid effective 3/8/15 with automatic renewal.	City of Wylie and City of Lucas	Mutual aid emergency service functions that may be requested under this Agreement include fire and emergency medical services and any other services agreed on by the parties in a memorandum of understanding.	Revisions are needed including the identification as an automatic aid agreement. The City of Wylie is a member of the Southeast Collin County EMS Coalition. This coalition contracts transport ambulance service from Paramedics Plus Texas. Paramedics Plus provides two staffed advanced lifesaving (ALS) ambulances that are housed at fire stations 3 and 4.
Interlocal Automatic Mutual Aid Agreement effective 9/4/08 with automatic renewal	City of Lucas, Town of Fairview, and City of Parker	Provide automatic mutual aid for the purpose of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions (collectively “Emergency Services”).	Revisions are needed as the Agreement does not specifically reference Emergency Medical Services. City of Parker does not operate EMS but relies on Southeast Collin County EMS Coalition.



City of Lucas

City Council Agenda Request

November 2, 2023

On September 24, 2023, Councilmember Fisher, Councilmember Lawrence, City Attorney Joe Gorfida, City Manager Joni Clarke, and Fire Chief Ted Stephens met concerning our active automatic and mutual aid agreements. The outcomes from the meeting include the following:

1. Chief Stephens explained how Lucas Fire-Rescue responds to emergencies within the city limits and outside the city limits via mutual aid.
 - a. Wylie, Parker, and Fairview are automatic aid departments, all within the Wylie Dispatch system.
 - b. All other cities located in Collin County are mutual aid departments covered by the Interjurisdictional Mutual Aid Agreement.
 - c. Princeton has agreed to serve the Branch area and is currently staffing 2 Princeton firefighters in the “Branch” station, now called Princeton Station 4.
 - d. Princeton Fire Department is a “first responder” organization and does not transport patients.
 - e. Collin County Emergency Medical Response (AMR) is the transport EMS agency for Princeton/Branch.
 - f. Chief Stephens closely monitors (and will continue to monitor) our mutual aid specifically to Princeton/Branch area, and only sends our ambulance to Priority 1 and Priority 2 calls for service.
 - i. Priority 1 Calls – Cardiac Arrest, Rescues, Difficulty Breathing, Unconscious person, Traffic Accidents etc.
 - ii. Priority 2 Calls – OB/Gyn Emergency, Falls, Overdose, etc.
2. An evaluation of our automatic and mutual aid agreements was completed.
 - a. Automatic Aid Agreements that should be updated included:
 - i. Wylie Fire Department
 - ii. Fairview Fire Department
 - iii. Parker Fire Department
 - b. Mutual Aid Agreements that do not require revision included:
 - i. Collin County Firefighting and Fire Protection Services
 - ii. Interlocal Agreement for Emergency Ambulance Services (expired).
3. Provide update to City Council and request their direction.

Attachments/Supporting Documentation

1. Interjurisdictional Mutual Aid Agreement dated 7/7/2008 as Final and execution by City of Lucas on 7/3/08 and Collin County on 8/13/08.
2. Agreement for the Provision of Firefighting and Fire Protection Services executed by City of Lucas on 8/15/13 and Collin County on 11/5/13.



City of Lucas

City Council Agenda Request

November 2, 2023

3. Interlocal Agreement for Emergency Ambulance Services executed by City of Lucas on 8/21/14 and Collin County on 9/30/14. This agreement expired on 9/30/15.
4. Agreement for Mutual Aid executed by the City of Lucas on 2/18/15 and the City of Wylie on 3/8/15.
5. Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on 6/3/08, the City of Parker on 8/12/08 and the City of Lucas on 9/4/08.

Budget/Financial Impact

NA

Recommendation

1. Chief Stephens will continue to monitor and report on our mutual aid including the Princeton/Branch area, and only dispatch the Lucas ambulance to Priority 1 and Priority 2 calls for service which include:
 - Priority 1 Calls – Cardiac Arrest, Rescues, Difficulty Breathing, Unconscious person, Traffic Accidents, etc.
 - Priority 2 Calls – OB/Gyn Emergency, Falls, Overdose, etc.
2. Update the Agreement for Mutual Aid executed by the City of Lucas on 2/18/15 and the City of Wylie on 3/8/15 to an Automatic Aid Agreement.
3. Update the Interlocal Automatic Mutual Aid Agreement executed by the Town of Fairview on 6/3/08, the City of Parker on 8/12/08 and the City of Lucas on 9/4/08 to two separate agreements.

Motion

NA

Countywide
Mutual Aid
Agreement 2008

INTERJURISDICTIONAL MUTUAL AID AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF COLLIN

§

This Mutual Aid Agreement ("Agreement") is entered into by, between and among Collin County, Texas ("County"); local government entities; and organized volunteer groups providing emergency response services located within or partially within the County (collectively, "the Parties").

RECITALS

The Parties recognize the vulnerability of the people and communities located within the County to damage, injury, and loss of life and property resulting from Emergencies, Disasters and/or Civil Emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural emergency or disaster incidents, all capable of causing severe danger to life and damage to property; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such Emergency, Disaster or Civil Emergency incidents; and

Texas Government Code Section 418.109(d), Authority to Render Mutual Aid Assistance, states in part that "A local government entity or organized volunteer group may provide mutual aid assistance on request from another local government entity or organized volunteer group"; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies, Disasters and/or Civil Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791.027. Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002(b), Law Enforcement Assistance of the Law Enforcement Services Provided Through Cooperation of Municipalities, Counties and Certain Other Local Governments Chapter; Local Government Code Chapter 352.019, Cooperation With Other Fire Protection Agencies; Greater Dallas-Fort Worth Regional Law Enforcement Interlocal Assistance Agreement; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and personnel is available, and would help ensure that

Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.

2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:

A. **AGREEMENT** - this Interjurisdictional Mutual Aid Agreement, duly executed.

B. **CIVIL EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

C. **DESIGNEE OF THE REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (DESIGNEE)** – Designee(s), as approved by the Emergency Management Director or the Authorized Official of a Local Governmental Entity or Organized Volunteer Group, include:

- Emergency Management Coordinator
- Fire Chief
- Chief of Police
- Incident Commander
- City Manager or Assistant City Manager
- Town Administrator
- Dispatcher or other member of the requesting organization on behalf of one of the above designees.

D. **DISASTER** - the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

E. **EMERGENCY** - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

F. **MUTUAL AID** - includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

G. PARTY or PARTIES – means the local governmental entity(ies) or organized volunteer group(s) that are signatories to and have agreed to adopt this mutual agreement.

H. RESPONDING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (RESPONDING PARTY)– means a local governmental entity or organized volunteer group providing mutual aid assistance in response to a request under the agreement, i.e. furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

I. REQUESTING LOCAL GOVERNMENT ENTITY OR ORGANIZED VOLUNTEER GROUP (REQUESTING PARTY) means a local governmental entity or organized volunteer group requesting mutual aid assistance under this agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

3. **PARTY'S EMERGENCY MANAGEMENT PLAN (EMP)**. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code or be a signatory to the Collin County Emergency Management Plan. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor's Division of Emergency Management.

At minimum, each Party must document either in their EMP or separately, if a signatory of the Collin County Emergency Management Plan, the following:

- Chain of Command
- Continuity of Operations Plan
- Response Capabilities and Plan
- Mutual Aid Request Procedures, and
- Recovery/Recall Process/Procedures

4. **EMERGENCY MANAGEMENT DIRECTOR**. The County Judge of the County and the Mayor of each participating municipality in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

5. **ACTIVATION OF AGREEMENT**. This Agreement may be activated by:

(a) The Emergency Management Director of the affected Party after signing:

(1) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code; or

(2) A finding of a state of Civil Emergency;

Or

(b) A determination by the Designee of the Party having jurisdiction that the incident, emergency, disaster or imminent threat of an emergency or disaster is such that local capabilities are or are predicted to be exceeded.

The activation of the Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is still active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

6. PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID. The Emergency Management Director or the Designee of the Requesting Party may request Mutual Aid assistance by:

(1) submitting a written Request for Assistance to an Responding Party;

or

(2) orally communicating a request for Mutual Aid assistance to a Responding Party following a mutually acceptable procedure.

Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Emergency Management Director of the Requesting Party or by the Designee of Requesting Party.

A. REQUESTS DIRECTLY TO RESPONDING PARTY: The Requesting Party may directly contact the Emergency Management Director of the Responding Party or the Designee of the Responding Party and provide the necessary information as prescribed in Section 6.B. hereto.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the incident, emergency, disaster, damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular kind and type of assistance needed;
- 3) The amount, kind and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Emergency Management Director of the Responding Party or the Designee of the Responding Party agrees to assess local resources to

determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE RESPONDING PARTY. An Emergency Management Director or the designee of the Responding Party who determines that the Responding Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

E. SUPERVISION AND CONTROL: When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS), or Multi-Agency Coordination System (MACS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

It shall be the responsibility of each Party to this agreement to achieve and maintain NIMS compliance and to operate according to the Incident Command System at all emergency incidents, joint training exercises and special events. All responding personnel must be qualified and certified to perform the tasks assigned during mutual aid operations as determined by the current NIMS compliance criteria.

F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide available Mutual Aid assistance under this Agreement in accordance with the North Central Texas Multi-Agency Coordination Centre (Regional Disaster Resource Coordination System) and the Texas Statewide Mutual Aid System. Additionally, each Party will develop a continuity of government plan or continuity of operations plan (COOP) which specifies those positions authorized to activate this Agreement.

G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of

the Responding Party from the time of their arrival at the designated location to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable. Upon arriving at the designated incident check-in location, Responding Parties shall ensure that interoperable communications is coordinated or facilitated by the Requesting Party. This includes confirmation of frequencies, talk group assignments and radio protocols to be used on the incident. Radio protocols and procedures shall be NIMS compliant.

I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. TERM OF DEPLOYMENT: The initial duration and special conditions of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the incident, and provide copies to each Responding Party. This may be a copy of the Incident Report completed by the Requesting Party. The report shall, at a minimum, include a chronology of events and description of personnel, equipment and materials provided by one Party to the other.

7. **COSTS.** All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first eight (8) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. All Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

8. **INSURANCE**

A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own

actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

B. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

C. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.

D. **OTHER COVERAGE:** The Responding Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

9. **WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Except as specifically stated in this agreement, each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

10. **EXPENDING FUNDS.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

11. **TERM.** This Agreement shall become effective as to each Party on date of adopted as indicated on the signature pages for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 20 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

12. **ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.

13. **RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

14. **OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with each other for Mutual Aid in Emergency, Disaster

and/or Civil Emergency situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement or contract. To assist each other in the process of Mutual Aid response planning, each Party agrees to inform the other Parties of all Mutual Aid Agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Notwithstanding the foregoing, the Parties acknowledge that County may be a party to Mutual Aid agreements similar to this Agreement with other counties, which counties have Mutual Aid agreements with municipalities within their respective jurisdictions. The Parties hereto agree to provide Mutual Aid to such other counties and municipalities upon request so long as there is a reciprocal agreement to provide Mutual Aid to the parties to this Agreement and so long as the requesting county or municipality agrees to reimbursement of the reasonable and documented costs of the Responding Party that provided Mutual Aid.

15. INTERLOCAL COOPERATION ACT. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

16. SEVERABILITY. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

17. VALIDITY AND ENFORCEABILITY. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

18. AMENDMENT. This Agreement may be amended only by the mutual written consent of the Parties.

19. AGREEMENT REVIEW. The Collin County Fire Marshal shall cause a review of this agreement every five (5) years unless other circumstances warrant a more frequent review.

20. TERMINATION. Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

21. THIRD PARTIES. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

22. NOTICE. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Chief Elected Official or authorized official of an organized volunteer organization, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

23. **WARRANTY.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

24. **GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

25. **HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

26. **SIGNATORIES.** The Collin County Fire Marshal's Office shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document and copies of signed documents from every other Party to this Agreement.

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EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Collin County, Texas:

NAME: Keith Self Date: 7/7/08

Signature: [Signature]
County Judge

Local Government Entity or Organized Volunteer Group:

City of Lucas

NAME: Bill Carmickle Date: July 3, 2008

Signature: [Signature]
Mayor

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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.

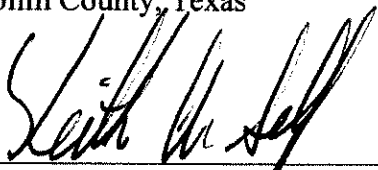
5.10 Authority. The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

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.

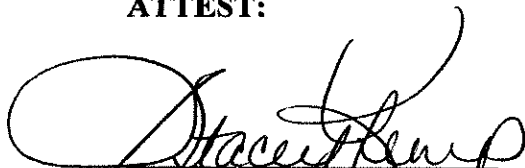
COUNTY

Collin County, Texas


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

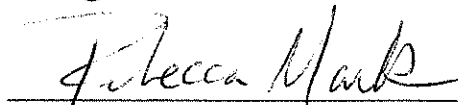
11/5/13
Date

ATTEST:


Stacey Kemp, County Clerk

AGENCY

City of Lucas


Name

Mayor
Title

Aug. 15, 2013
Date

ATTEST:


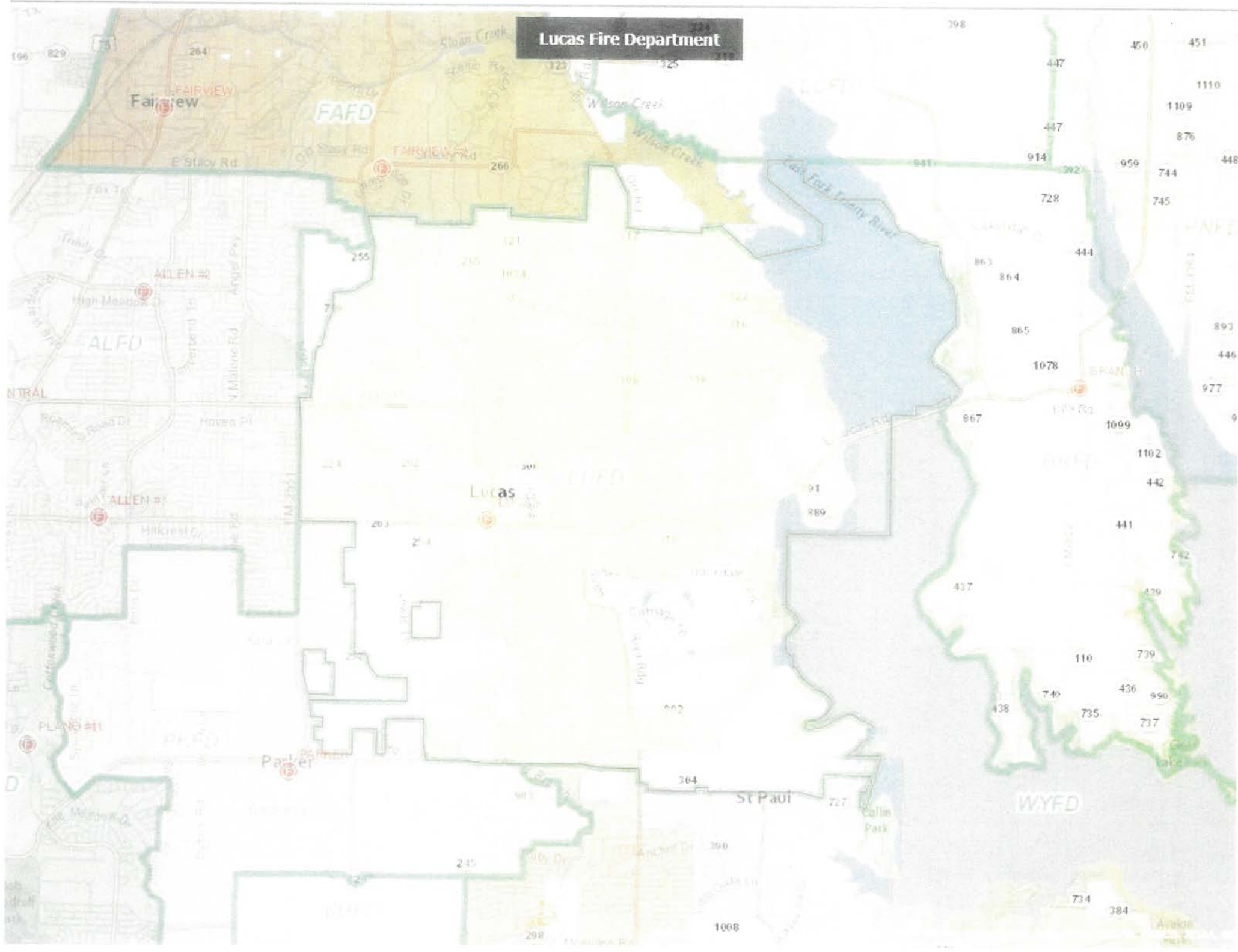

Kathy Wing, City Secretary

EXHIBIT A

MAP OF AGENCY FIRE DISTRICT

Lucas Fire Department



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
Rebecca Mark, Mayor

Attest:

By:

Kathy Wingo
Kathy Wingo, TRMC, MMC, City Secretary

Approved as to Form:

By:

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

EXECUTED on this 20th day of September, 2014.

Collin County

By:

Keith Self
Name: Keith Self

County Judge
Title: County Judge

Attest:

By:

Georgia Shepherd
Name: Georgia Shepherd

Administrative Secretary
Title: Administrative Secretary

Approved as to Form:

By: _____

Name: _____

Title: _____

EXHIBIT “A”

Lucas Fire Department

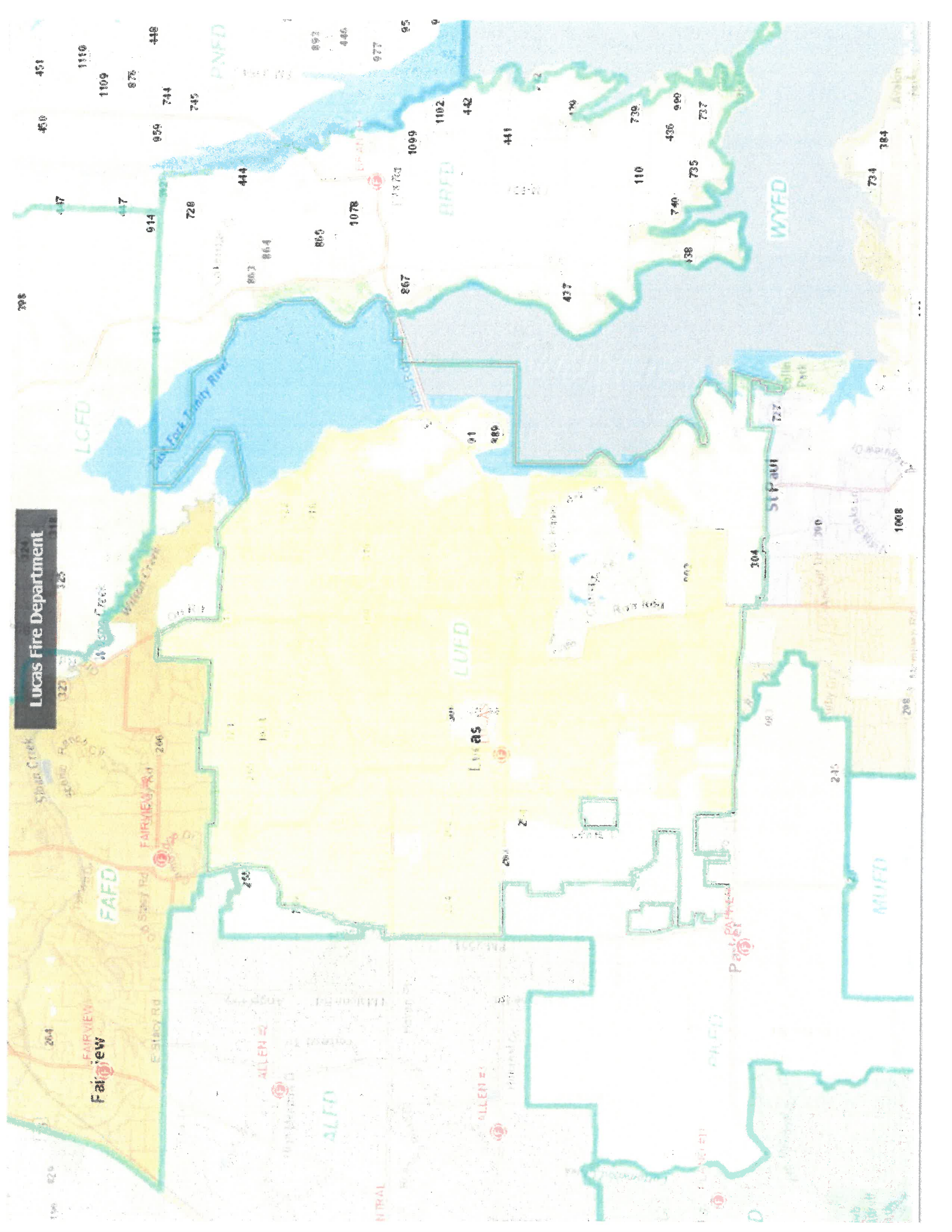
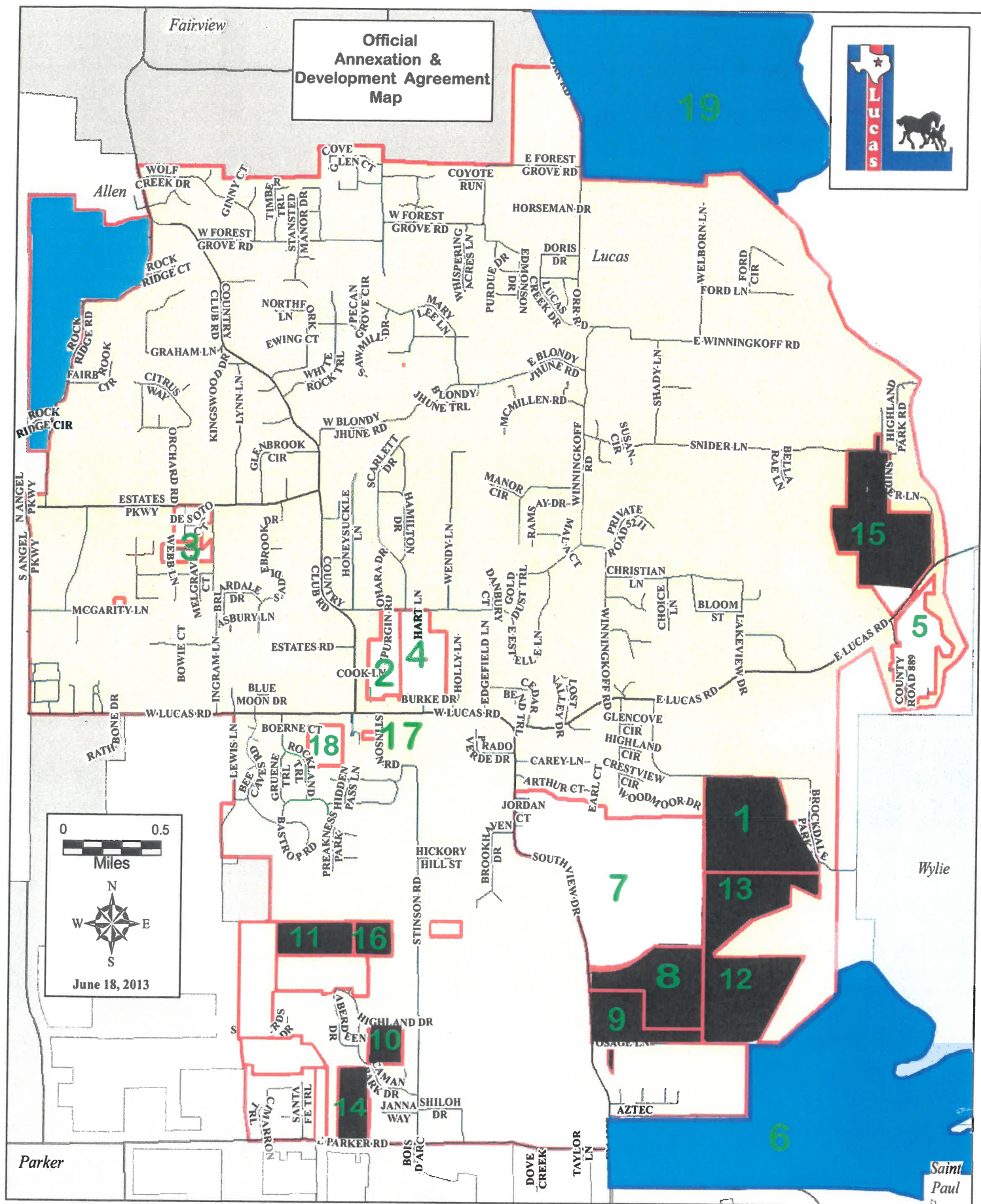


EXHIBIT “B”



#	Sub-Division	Street	Annex Date	In ETJ	In FD
1	BROCKDALE ESTATES				
	205 houses	Colt 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
		Straiton Mills Dr	Available	X	X
		Cook Ln	Available	X	X
		Red Store Court	Available	X	X
		Ruffledge Lane	Available	X	X
		Spurgin Road	Available	X	X
3	CLAREMONT SPRINGS I				
	23 homes	Ambleswood Drive	Available	X	X
		Desoto Ct	Available	X	X
		Marchmont 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
		Daytona 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				
	406 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
		Camino Real East	3 yrs from Dev/annex Plan	X	X
		Cannonero 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
		Santiago Trail	3 yrs from Dev/annex Plan	X	X
	SEIS LAGOS III				
		Castillo Trail	3 yrs from Dev/annex Plan	X	X
	SEIS LAGOS IV				
		Lago Grande Trail	3 yrs from Dev/annex Plan	X	X
		Barranco Trail	3 yrs from Dev/annex Plan	X	X
		Cordero Trail	3 yrs from Dev/annex Plan	X	X
	SEIS LAGOS V				
		Trinidad Circle	3 yrs from Dev/annex Plan	X	X
8	McKenna Property (1 home)				
9	North Texas Equestrian Center	Southview	8/1/2027	X	X
10	Donihoo/McCreary	Southview	2028	X	X
11	Stinson Highlands III	Stinson Rd	Final Plat or 2018	X	X
12	Inspiration I (600 lots)	Stinson Rd	Upon Final Plat	X	X
13	Inspiration II (800 lots)	Brockdale	9/17/2024	X	X
14	McCreary Watson	Brockdale	9/17/2024	X	X
15	Lakeview Downs (106 lots)	Parker Rd.	2027	X	X
16	Oakbrook (44 lots)	E. Lucas Rd	2021	X	X
17	190 Stinson Rd. (Commercial)	Stinson Rd	Upon Final Plat	X	X
18	Willow Springs Middle School	Available		X	X
19	North Texas Municiple Water District	Available		X	X
		Not Available			X

STATE OF TEXAS

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AGREEMENT FOR MUTUAL AID

COUNTY OF COLLIN

This Mutual Aid Agreement ("Agreement") is entered into by and between the City of Lucas, Texas ("Lucas") and the City of Wylie, Texas ("Wylie"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement so that the equipment, facilities and trained personnel of each Party's fire department are available to respond to Emergencies in the other Party's Jurisdiction as provided for in this Agreement on an as-requested basis; and

WHEREAS, the Parties recognize that Mutual Aid has been provided in the past and have determined that it is in their best interests to create a plan to foster communication and the sharing of equipment, facilities and trained personnel in the event of an Emergency; and

WHEREAS, the governing bodies of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency; and

WHEREAS, this Agreement is not intended to replace or modify the current Agreement for Mutual Aid in Disaster Assistance, as amended, between the Parties for Disaster or Civil Emergencies, and assistance under this Agreement shall be considered as "pre-planned" mutual aid response; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to Emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act");

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, the terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid, duly executed.

Designee shall mean the individual or individuals approved by the Fire Chief to act in his or her absence under this Agreement, including the following individuals: (i) Chief of Police; (ii) Incident Commander; (iii) City Manager or Assistant City Manager; or (iv) dispatcher or other member of the Requesting Party on behalf of one of the Designees.

Fire Chief shall mean the Fire Chief, or designee, of a Party.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction shall mean the city limits and extraterritorial jurisdiction of either party.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Party or Parties shall mean the local governmental entity that is a signatory to and has agreed to adopt this Agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, emergency, civil emergency or disaster within its legal jurisdiction.

Article II

Term

This Agreement shall become effective as to each Party on the date of adoption as indicated on the signature pages for each Party and shall continue in force and remain binding on each Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one (1) year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of either Party terminates its participation in this Agreement pursuant to Article III of this Agreement.

Article III

Termination

Either Party shall have the right to terminate this Agreement on ninety (90) days written notice to the other Party.

Article IV

Activation of Agreement

4.1 This Agreement may be activated by the Fire Chief or designee of the Party having Jurisdiction after he or she determines that the Emergency is such that local capabilities are or are expected to be exceeded. The Parties' respective Fire and/or Emergency Medical

Service Units may be simultaneously dispatched for all types of Emergency calls that occur within either Parties' Jurisdiction.

4.2 The activation of this Agreement shall continue until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own Jurisdiction and are officially recalled.

Article V

Procedures for Requests and Provision of Mutual Aid

5.1 Methods of Requesting Mutual Aid. The Fire Chief or Designee of the Requesting Party may request Mutual Aid assistance under this Agreement by orally communicating a direct request for Mutual Aid to the Responding Party.

5.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless the request for Mutual Aid is directly related to the Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the Emergency. All requests for Mutual Aid must be transmitted by the Fire Chief or Designee of the Requesting Party.

5.3 Mutual Aid Service Functions. The types of Mutual Aid Emergency service functions that may be requested under this Agreement include fire and emergency medical services and any other services agreed on by the Parties in a memorandum of understanding.

5.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party for Mutual Aid under this Agreement, the Fire Chief or Designee of the Responding Party shall assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. The Responding Party shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated needs or events within its own Jurisdiction.

5.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant and as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

5.6 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

5.7 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Jurisdiction where the personnel are regularly employed. Moreover, all medical expenses wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

5.8 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his sole discretion, that further assistance should not be provided or on activation of the Texas Statewide Mutual Aid System.

5.9 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of Jurisdiction may not be possible upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determinate of jurisdictional responsibility can be made and if outside the responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Subsection, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

5.10 Costs. All costs associated with the provision of Mutual Aid, including but not limited compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be borne by the Responding Party for the first twelve (12) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Responding Party and reimbursed by the Requesting Party at a reasonable and documented cost. Requests for reimbursement for reasonable and documented expenses must be submitted within ten (10) working days of the return of all personnel deployed under this Agreement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Responding Party shall be responsible for creating and maintaining for a period of three (3) years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. Both Parties acknowledge that unreimbursable costs incurred will not be subject to reimbursement with any available federal funds.

Article VI Insurance

6.1 Worker's Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

6.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

6.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

6.4 Other Coverage. The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article VII Waiver of Claims Against Parties; Immunity Retained

Except as specifically stated in this Agreement, each Party waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself or its officers, employees or agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article VIII Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article IX Miscellaneous

9.1 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local

governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

9.2 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

9.3 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

9.4 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

9.5 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

9.6 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

9.7 Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

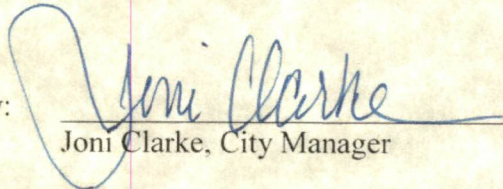
9.8 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Civil Practice and Remedies Code.

9.9 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

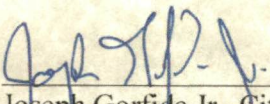
9.10 Entire Agreement. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 9.4.

EXECUTED this 18th day of February, 2015.

City of Lucas, Texas

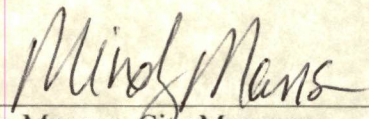
By: 
Joni Clarke, City Manager

Approved as to Form:

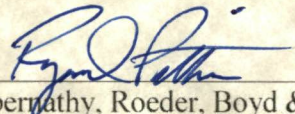
By: 
Joseph Gorfida Jr., City Attorney

EXECUTED this 8th day of MARCH, 2015.

City of Wylie, Texas

By: 
Mindy Manson, City Manager

Approved as to Form:

By: 
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §

§

INTERLOCAL AUTOMATIC MUTUAL AID AGREEMENT

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Lucas, Texas ("Lucas"), the City of Parker, Texas ("Parker"), and the Town of Fairview ("Fairview"), (hereinafter collectively referred to as the "Participating Cities") acting by and through their duly authorized officers.

RECITALS:

WHEREAS, the parties desire to enter into an Interlocal Cooperation Agreement which provides automatic mutual aid for the purpose of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions (collectively "Emergency Services"); and

WHEREAS, Chapters 791 and 418 of the Texas Government Code provide authorization for local governments to contract with one another to provide for mutual aid in the protection of life and property from fires and disasters; and

WHEREAS, the parties desire to secure the benefits of automatic mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement; and

WHEREAS, each party shall make the payments required under this Agreement from current available revenue;

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

**ARTICLE I
PURPOSE**

The purpose of this Agreement is for the Participating Cities to provide automatic mutual aid that will be simultaneously dispatched for the purposes of backup, active firefighting, rescue, emergency services or disaster aid and assistance, and the investigation of fires and explosions, as the need arises.

**ARTICLE II
TERM**

2.1 This Agreement shall be for a term of one (1) year beginning on the last day of execution hereof (the "Effective Date"). This Agreement shall automatically renew for successive periods of one

(1) year under the terms and conditions stated herein, unless superseded by another agreement, or terminated as provided herein.

2.2 A party may terminate its participation in this Agreement by providing sixty (60) days prior written notice to the other party. The written notice of intent to terminate shall be delivered to the Mayor and/or their designee by certified mail, return receipt requested or hand-delivery.

ARTICLE III AUTOMATIC MUTUAL AID

3.1 Services upon Request. Services under this agreement will be dispatched by a simultaneous tone to each party. Firefighting or rescue personnel and equipment based upon availability will be dispatched to any point within the territorial limits of the requesting party designated by the fire chief, or fire marshal, or their designee, or fire alarm operator/dispatcher of the requesting party. The responding party shall determine the advisability of sending equipment and personnel to the territorial limits of the requesting party and the judgment of the responding party shall be final in all respects.

3.2 Dispatch of Personnel and Equipment. The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The amount and type of equipment and number of personnel sent by the responding party, subject to the discretion authorized below, shall be established by written protocol and agreed to by each of the fire chiefs of the participating cities. The alarm operator/dispatcher for each party shall receive a copy of such written protocol as agreed to by the fire chiefs. Provided however, the amount and type of equipment and the number of personnel to be furnished, if any, shall be at the sole discretion of the responding party.
- b. The requesting party shall be responsible for any fees, charges and wages for any equipment of personnel requested by the requesting party that is in addition to the equipment and personnel initially provided by the responding party.
- c. All equipment used by the responding party in carrying out this Agreement will, during the time response services are being performed, shall be owned by such responding party; and all personnel acting pursuant to the Agreement will, during the time response services are required, be paid personnel of the responding party or a member of an organized volunteer fire department.
- d. At all times while equipment and personnel of the responding party are traveling to, from, or within the territorial limits of the requesting party including geographical response area of the requesting party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, by the responding party. Such equipment and personnel shall, be deemed to be engaged in the performance of a governmental function of responding party when acting pursuant to this Agreement.

- e. The responding party shall report to the fire scene officer or to the designated representative of the requesting party in charge of the requesting party's forces at the location to which the personnel and/or equipment are to be dispatched and assist in emergency services.
- f. The responding party shall be released by the requesting party when the services of the responding party are no longer required or when the responding party determines that further assistance should not be provided.

3.3 Salary and Benefits. The personnel who are ordered by the official designated by a responding party to perform duties outside the territorial limits of that party pursuant to this Agreement, are entitled to the same wage, salary, pension, and all other compensation and rights, if any, for the performance of such duties, including injury or death benefits, and workers' compensation benefits, as though the services had been rendered for and within the territorial limits of the party where such personnel are regularly employed. Further, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing, and expenses of travel, food and lodging shall be paid by the party in which the employee in question is regularly employed.

3.4 Liability. In the event that any person performing duties subject to this Agreement shall be cited as a defendant to any State or Federal civil lawsuit arising out of such person's official actions while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that such person would be entitled to receive and/or assert had such a civil action arisen out of an official act within the scope of such person's employment as an employee of the party where regularly employed. The benefits described herein shall be provided by the party where the person is regularly employed. However, in the situations where the requesting party may be liable, in whole or in part, for the payment of damages, then the requesting party may intervene in such cause of action to protect its interests.

3.5 In order to assist each other in the process of automatic or requested mutual aid response planning, each party shall inform the other party of mutual aid agreements which each party has instituted with other municipalities, entities, counties, or other State agencies.

3.6 This Agreement is made for each respective party's fire department and/or fire investigative units as an automatic mutual aid agreement to be construed in conformity with the Disaster Act of 1975, Texas Government Code, Chapter 418, as amended.

3.7 The parties agree that the other party may equip their respective fire departments with radio equipment and/or frequencies that enable communication between units and/or stations of the agencies of the parties involved, and that its installation whether base, mobile, or portable does not insure the continuance of permission to have that capability. Each party agrees that radio channels belonging to another party will be used only in mutual aid situations, and not for traffic for daily operations of their respective agencies. The provisions of this section 3.7 may be terminated by sixty (60) days prior written notice to the other party without affecting any other provision of this Agreement or termination of the Agreement as a whole.

**ARTICLE IV
MISCELLANEOUS**

4.1 Assignment. This Agreement may not be assigned by any party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without prior written unanimous consent of all parties hereto.

4.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of appropriate jurisdiction of Collin County, Texas.

4.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be constructed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

4.4 Amendment. This Agreement may be amended by the mutually written agreement of the parties.

4.5 Entire Amendment. This Agreement represents the entire Agreement among the parties respected by subject matter covered by this Agreement.

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

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

4.8 Recitals. The recitals of this Agreement are incorporated herein.

4.9 Notice. Any notice required to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by hand delivered to the party at the address set forth below:

If intended for the Town Of Fairview:

Town Manager
Town of Fairview
500 S. State Hwy 5
Fairview, TX 75069

If intended for the City of Lucas:

Manager
City Administrator
City of Lucas
151 Country Club Road
Lucas, TX 75002

If intended for the City of Parker:

City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

EXECUTED this 3 day of June, 2008.

TOWN OF FAIRVIEW, TEXAS

By: *Chad LaClay*
Mayor

ATTEST:

By: *Michelle Louis Swain*
Town Secretary

EXECUTED this 4 day of September, 2008.

CITY OF LUCAS, TEXAS

By: *Bill Lee*
Mayor

ATTEST:

By: Kathy Winz
City Secretary



EXECUTED this 12th day of August, 2008.
Res 2008-229



CITY OF PARKER, TEXAS

By: [Signature]
Mayor

ATTEST:

By: Carrie A. Smith
City Secretary



City of Lucas Council Agenda Request November 2, 2023

Item No. 07

Requester: HR Generalist Alana Cohen

Agenda Item Request

Consider the following items as it relates to the termination of the Length of Service Awards Program (LOSAP) for Volunteer Emergency Responders (VER):

- A. Discuss the termination of the Length of Service Awards Program (LOSAP) for Volunteer Emergency Responders (VER).
- B. Authorize the city manager to proceed with the termination process and payout the full (100%) actuarial present value of accrued benefits (APVAB) to all 28 members on our current LOSAP roster.

Background Information

In April 2015, the City Council approved offering an IRS Qualified Retirement Program to our Volunteer Emergency Responders by providing them a Length of Service Award Program (LOSAP) as a mechanism to recruit and retain our volunteers. The provision of the LOSAP is through the Volunteer Firemen's Insurance Services (VFIS) and may be terminated without cause by either party by providing 60 days written notice. The termination process timeline takes approximately six months to complete.

Lucas Fire-Rescue currently has four active volunteer emergency responders. The table below illustrates the downward trend associated with the number of volunteers the Lucas Fire-Rescue Department has been able to retain:

Fiscal Year	Avg. # of VERs
FY 2013 - 2014	37
FY 2014 - 2015	42
FY 2015 - 2016	27
FY 2016 - 2017	27
FY 2017 - 2018	20
FY 2018 - 2019	17
FY 2019 - 2020	16
FY 2020 - 2021	14
FY 2021 - 2022	9
FY 2022 - 2023	4



City of Lucas

Council Agenda Request

November 2, 2023

Item No. 07

Chief Stephens asked our current volunteers for their feedback on both the stipend program that is offered and the LOSAP. Here are their responses:

Malik:

- Stipend – It is not why I am here. It has value to me in my current costs to come here.
- LOSAP – I would rather have that money somehow now.

Contreras:

- Stipend - The stipend is not the reason I signed up; however, it is important to me as that is how I pay my car payment now.
- LOSAP - I like the program and know it will help me in the future, but don't really understand it. I would be in favor of transferring a lump sum into my own retirement if I can.

Blackwell:

- Stipend – Very nice and has value to me but is not why I volunteer. It helps with gas, meals, and expendables I purchase as we go along.
- LOSAP – I would prefer the money be reallocated to training and/or other “today” benefits.

Termination of the LOSAP plan requires several steps. Detailed steps are included in the attachments to the cover sheet. Step one of the termination process of the plan is to determine the pay-out option for the existing members. There are currently 28 (active/inactive) members on the LOSAP roster. Staff received several payout options to review from VFIS. The actuarial present value of accrued benefits (APVAB – 100%) July 1, 2023 projection is \$284,468. Paying out the full APVAB would require approximately \$7,350 in additional funding. Staff is recommending the 100% payout based on the actuarial present value of accrued benefits.

Members will receive 1099s at year end for the benefits paid. They are mailed directly to the members. Payments are taxed as ordinary income.

Attachments/Supporting Documentation

- City Manager LOSAP memo to council (August 11, 2023)
- VFIS LOSAP Service Agreement
- VFIS LOSAP termination process (Steps)

Budget/Financial Impact

The approximate costs to terminate the LOSAP plan and pay 100% of the actuarial present value of accrued benefits to all 28 members on the LOSAP roster is approximately \$284,468. The city has \$284,802 restricted funding set aside in account number 11-1015 Restricted LOSAP and \$13,000 budgeted in account number 11-6300-128 other retirement for the payout of the plan.



City of Lucas Council Agenda Request November 2, 2023

Item No. 07

Recommendation

Staff recommends the following:

- Termination of the LOSAP due to the feedback from our existing VERs, the high administrative cost and the inability to enhance our ability to retain VERs.
- Payout of 100% of the actuarial present value of accrued benefits (APVAB) to all 28 members on our current LOSAP roster.

Motion

I make a motion to approve/deny authorizing the city manager to proceed with the termination of the Length of Service Program (LOSAP) and payout the full (100%) actuarial present value of accrued benefits (APVAB) to all 28 members on our current LOSAP roster.



MEMORANDUM

To: City Council

Copy: Alana Cohen, HR Generalist
Ted Stephens, Fire Chief

From: Joni Clarke, City Manager

Date: August 11, 2023

Re: Recommendation to terminate the Length of Service Awards Program (LOSAP)

In 2014, it was discovered that the City of Lucas was a participant in the Texas Emergency Services Retirement System ("TESRS"). The City of Lucas was contributing \$60 per month for 27 Fire Department members to participate in the Texas Emergency Services Retirement System. The TESRS contract was effective January 1, 2001 and the last amendment effective October 1, 2012 which increased the contribution rate from \$50 to \$60 per month. There were many compliance issues, but the bottom line was the June 16, 2014 correspondence where TESRS indicated it had an unfunded liability more than 33 million. Over time, the TESRS Pension Board and the City of Lucas was able to get legislation passed that allowed us to terminate our participation in this pension.

In February 2015, the City of Lucas completed a Fire and Emergency Medical Services Operational Analysis of the Lucas Fire-Rescue Department which was completed by the Center of Public Safety Management, LLC (CPSM). One of the outcomes of this study was a recommendation that the City continue to foster a recruitment and retention program that focuses on the retention of volunteer members by not only sustaining current incentives but researching and implement new incentives. This assessment also pointed out the challenges associated with a decline in the number of volunteer firefighters in the U.S. with many factors contributing to the decline such as:

- Increased time demands to be a firefighter due to increased training requirements, increasing call volumes, and a wider variety of services expect of fire departments.
- Less time available for individuals to volunteer due to factors such as the proliferation of two-income families and longer commuting distances to work.
- Change in attitudes among the public, such as less focus on volunteering, loss of community pride or feeling that one should give back, employers less willing to let off employees to participate in calls.

- While the number of volunteer firefighters is declines, the age of volunteer firefighters is increasing.

The table below illustrates the downward trend associated with the number of volunteers the Lucas Fire-Rescue Department has been able to retain:

Fiscal Year	Avg. # of VERs
FY 2013 - 2014	37
FY 2014 - 2015	42
FY 2015 - 2016	27
FY 2016 - 2017	27
FY 2017 - 2018	20
FY 2018 - 2019	17
FY 2019 - 2020	16
FY 2020 - 2021	14
FY 2021 - 2022	9
FY 2022 - 2023	5

In April 2015, the City Council approved offering an IRS Qualified Retirement Program to our Volunteer Emergency Responders by providing them a Length of Service Award Program (LOSAP) as a mechanism to recruit and retain our volunteers. The provision of the LOSAP is through the Volunteer Firemen's Insurance Services (VFIS) and may be terminated without cause by either party by providing 60 days written notice. The invoice for July 1, 2023 to July 1, 2024 requires the City to pay an investment deposit of \$1,784.00 (for an estimated 8 volunteers) and an administrative services fee of \$1,810.00 for a total due of \$3,594.00. In addition, the service that is provided by the City's contact at VFIS is generally unresponsive. There is a fee associated with plan termination and transfer assistance of \$750.00.

The City also provides a stipend program. A Volunteer Emergency Responder (VER) in good standing agrees to the following to participate in the stipend program:

- 1) Sign up for shift(s) in the Fire-Rescue scheduling software by the 15th of the current month for the next month's schedule.
- 2) Once you sign up for a shift/event, it is your responsibility to be at that shift/event or find a replacement and notify the shift officer at least 24 hours in advance.
- 3) The following nominal fees (stipends) include:
 - a. Day shift = \$100
 - b. Night Shift = \$75
 - c. External Agency Events (per occurrence outside of scheduled shifts) = \$50
 - d. City of Lucas Special Events (per occurrence outside of scheduled shifts) = \$50
- 4) If you sign up for a shift and there is an event during the shift, you may be assigned to cover the event. This does not include additional nominal fees (stipends) for covering External Agency Events or City of Lucas Special Events during a scheduled shift.

Lucas Fire-Rescue currently has three active volunteer emergency responders. Chief Stephens asked them for feedback on both the stipend program that is offered and the LOSAP. Here are their responses:

Malik:

- Stipend – It is not why I am here. It has value to me in my current costs to come here.
- LOSAP – I would rather have that money somehow now.

Contreras:

- Stipend - The stipend is not the reason I signed up, however it is important to me as that is how I pay my car payment now.
- LOSAP - I like the program and know it will help me in the future, but don't really understand it. I would be in favor of transferring a lump sum into my own retirement if I can.

Blackwell:

- Stipend – Very nice and has value to me but is not why I volunteer. It helps with gas, meals, and expendables I purchase as we go along.
- LOSAP – I would prefer the money be reallocated to training and/or other “today” benefits.

Chief Stephens has opened the recruitment process for VERs with modifications made to the volunteer requirements in hopes to attract additional applicants. I believe that Lucas Fire-Rescue will be somewhat successful in attracting a few volunteers that are focusing on a career in firefighting and/or emergency medical services and those “volunteers” will gain valuable experience at the department that will allow them to become employed as career firefighters and/or EMT/paramedics.

I would recommend that the City of Lucas discontinue offering VERs the LOSAP based on feedback from our existing VERs, the high administrative cost and the inability to enhance our ability to retain VERs. Once you have had an opportunity to review this information, I would be happy to place it on a future city council agenda for consideration. In addition, I would like to recommend an increase in the stipend amount and have asked Chief Stephens to make a recommendation.

**CITY OF LUCAS VOLUNTEER
FIREFIGHTER
DEFINED BENEFIT
SERVICE AWARD PROGRAM
PLAN DOCUMENT**



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INTRODUCTION

The City of Lucas Volunteer Firefighter (the "Plan") is a Length of Service Award Plan ("LOSAP") within the meaning of Internal Revenue Code § 457(e)(11) (the "Code"), and is therefore exempt from the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This Plan shall be interpreted, wherever possible, to comply with the applicable terms of the Code for a LOSAP.

The Sponsor has established this Plan to provide reasonable benefits ("Benefits") exclusively for bona-fide volunteers ("Volunteers") as defined in the Code who complete the requirements to vest and become eligible hereunder. Benefits provided by the Plan are intended to recognize and reward volunteer service rendered to a Covered Entity.

The provisions of the Plan are set forth as follows:

IDENTIFICATION

SPONSOR: City of Lucas

ADDRESS: 665 Country Club Rd. Lucas, TX 75002

EMPLOYER IDENTIFICATION NUMBER: 75-1707179

COVERED ENTITIES: City of Lucas Volunteer Firefighter

DESIGNATED DATES

Effective Date of this Restatement: July 1, 2020

Original Plan Effective Date: July 1, 2015

DEFINITIONS

Whenever used herein, in this document, the following terms shall be capitalized and have the respective meanings set forth below unless otherwise stated.

Accrued Benefit means, with respect to a Participant and subject to the limitations outlined below, a monthly amount payable following attainment of Entitlement Age outlined herein.

Active Member shall mean a Volunteer who has been approved by the authorities in control of a Covered Entity and is faithfully and actually performing service in the protection of life and property from fire or other emergency, accident or calamity in connection with which the services of the Covered Entity are required. Whether a Volunteer is deemed to be an Active Member shall be determined in accordance with the Covered Entity's by-laws.

Actuarial Equivalent shall mean the present value of a stated Benefit, under the terms of this Plan.

Actuary means the individual actuary or firm selected by the Sponsor to provide actuarial services in connection with the administration of this Plan.

Administrative Service Provider means VFIS, a non-governmental third party organization duly authorized to do business in the State appointed by the Sponsor to carry out certain actuarial and administrative services set forth in the VFIS Length of Service Awards Plan Service Agreement.

Age means the age of the Active Member, Participant, or Terminated Participant as of his most recent birthday.

Beneficiary shall mean the person or persons so designated by the Participant or Terminated Participant to receive any amounts payable under the Plan following the Participant or Terminated Participant's death. If no Beneficiary is named or survives the Participant or Terminated Participant, the Beneficiary shall be the deceased's estate.

Benefit Commencement Date means the date when a Death, Disability, Entitlement, or Post Entitlement Benefit is due in the time and form specified under the terms of this Plan.

Code means the Internal Revenue Code of 1986, and any amendments thereof.

Covered Entity shall mean a duly organized volunteer fire company or volunteer fire department whose Active Members are covered by this Plan.

Defined Benefit Plan means a Service Award Program that provides Active Members with Service Award Benefits definitively determined under the program.

Determination Date means the most recent Valuation Date.

Disability shall mean medically-determinable physical or mental impairment(s) that occur prior to Entitlement Age; is considered to be total and permanent in nature as certified by the workers' compensation board or any another competent authority approved by the Sponsor; and the impairment(s) prevents the Participant from pursuing his or her normal occupation. A Participant

shall not be deemed Disabled for purposes of this Plan if he or she has been performing active volunteer services for a Covered Entity notwithstanding the existence of the impairment(s).

Effective Date means the general effective date of the Plan.

Entitlement Age means the date that a Participant attains each of the following:

- age 65 and
- has been awarded at least 1 Year of Participation in this Plan; and
- complete separation as an Active Member or attainment of the maximum benefit permitted by the Plan (whichever occurs first).

In accordance with law, the Entitlement Age is designated by the Sponsor.

Fiduciary means any person or entity that exercises discretionary control or authority with respect to the administration of the Plan or the management or disposition of Plan assets.

Insurer means any insurance company underwriting annuity contracts that may be used to provide Benefits set forth by this Plan.

Investment Manager means the person or entity responsible for management of the Plan's assets in accordance with the investment objectives established by the Sponsor. Investment direction by Participants is not permitted by this Plan.

Normal Form of Benefit shall mean a 10 year certain and continuous monthly annuity based upon the life of the Participant with the certain period beginning on the Entitlement Age Benefit Commencement Date.

Participant means an Active Member who has met the Service Award Program eligibility and participation requirements set forth in this Plan Document, who is currently participating in this Plan, and who is eligible for a Benefit under a Defined Benefit Plan.

Plan means the City of Lucas Volunteer Firefighter as set forth herein and as may be amended from time to time.

Plan Administrator means the City of Lucas and/or the Sponsor's designee who shall have sole authority to administer and carry out the duties set forth in this Plan Document.

Plan Document means this document setting forth the provisions of the Service Award Program, the obligations of the Sponsor, the rights of Active Members, Participants and Terminated Participants, and the standards and procedures for the administration of the Plan.

Plan Year means the 12 consecutive month period beginning each July 1 and ending each June 30.

Point System Year shall mean the 12-consecutive month period beginning each July 1 and ending each June 30.

Prior Service means the number of Years of Service rendered with the Covered Entity prior to July 1, 2015 which may, at the option of the Sponsor, be recognized for purposes of determining a Participant's Accrued Benefit and vesting, as hereinafter described. Prior Service shall be determined by the Sponsor and may not exceed 5 consecutive years immediately preceding the Effective Date of the Plan.

Service Award means the Benefit payable to a Participant in a Service Award Program.

Service Award Program shall mean the Defined Benefit Length of Service Award Plan described in this Plan Document and which is established and maintained to provide Service Awards for Active Members pursuant to the benefit options specified by the Sponsor.

Sponsor shall mean the Plan Fiduciary and named in the Identification section herein.

Summary of Plan Provisions means the written document used to communicate Plan features to Participants. It is intended as a general summary of the Plan provisions.

Terminated Participant means a former Participant who is no longer an Active Member of a Covered Entity.

Valuation Date shall mean the first day of each Plan Year.

VFIS shall mean Volunteer Firemen's Insurance Services, Inc.

Year of Service means each Point System Year during which a Participant fulfills the requirements established by the Sponsor to be awarded an Accrued Benefit under the terms of the Plan.

Year of Participation shall mean a Point System Year after July 1, 2015 in which a Participant completes a Year of Service.

ELIGIBILITY AND PARTICIPATION

Active Members of a Covered Entity shall become a Participant in the Plan on the first day of the Plan Year immediately following satisfaction of age 18 and service requirements stated in the Covered Entity's by-laws.

Participation will cease on the date the Participant is no longer an Active Member.

BENEFIT FORMULA

Benefit Multiplier

Each Year of Service awarded in the Plan will be multiplied by \$15.00 to calculate the Participant's Accrued Benefit.

Recognition of Prior Service

The Plan will recognize up to 5 years of Prior Service for purposes of calculating a Participant's Accrued Benefit.

Maximum Years of Service

The Maximum Years of Service recognized by the Plan is 20.

Maximum Plan Benefit

The maximum monthly Accrued Benefit that any Participant in the Plan may accumulate is \$300.00.

VESTING

A Participant's Accrued Benefit shall be 100% vested when at least one of the following criteria is satisfied:

- Entitlement Age is attained while a Participant; or

- Definition of total and permanent Disability while a Participant, as set forth by this Plan, is satisfied; or
- Death occurs while a Participant; or
- In accordance with the following schedule:

Year(s) of Service	Vested %
0 - 2	0%
3	60%
4	80%
5 or more	100%

FORFEITURES

A Participant shall forfeit his or her Service Award when the individual ceases to be an Active Member with a Covered Entity and has not yet earned a non-forfeitable right to a Service Award.

RESTORATION OF NON-VESTED SERVICE

A Participant who had a 0% vested interest in his Accrued Benefit when he ceased participation shall receive credit for previous Years of Service when he resumes participation in accordance with the following:

- All previous Years of Service shall be automatically restored.

PAYMENT OF BENEFITS/TIME AND FORM

Entitlement Age

Benefits attributable to Years of Service earned prior to Entitlement Age are payable on the first day of the month immediately following attainment of Entitlement Age. Payments shall be made based upon the Normal Form of Benefit set forth by this document.

A Participant who is terminated from the Plan prior to Entitlement Age is subject to Plan Document provisions in place as of the date he ceases to be an Active Member. Should this Terminated Participant resume participation in the Plan at a later date, any

Death

If a Participant dies prior to Entitlement Age, a lump sum shall be paid to the deceased's Beneficiary (or the Participant's estate if no Beneficiary is designated or survives.) Payment shall be made as soon as administratively feasible following the date of death and shall be the greater of \$10,000 (If Universal Life policy remains) or the Actuarial Equivalent of the deceased's Accrued Benefit and in accordance with the Year of Service provisions stated herein. If no Universal Life policy remains, payment shall be the later.

If a Participant dies following attainment of Entitlement Age, a lump sum may be paid to the deceased's Beneficiary (or the estate if no Beneficiary is designated or survives). Payment shall be made as soon as administratively feasible following the date of death and shall be the Actuarial Equivalent of a Year of Service if earned in the Point System Year of Death in accordance with the Year of Service provisions stated herein. Additionally, any monthly annuity will continue in accordance with Entitlement Age and Post Entitlement Age set forth herein.

If a vested Terminated Participant dies prior to Entitlement Age, a lump sum shall be paid to the deceased's Beneficiary (or the Participant's estate if no Beneficiary is designated or survives.) Payment shall be made as soon as administratively feasible following the date of death and shall be the Actuarial Equivalent of the deceased's Accrued Benefit.

Disability

Disability Benefits, as defined and set forth by this Plan Document, are payable to a Participant as soon as administratively feasible following the date the Sponsor approves the Participant's application for Disability that occurred while a Participant of the Plan. The payable Benefit will be equal to the Participant's Accrued Benefit as of the date Disability is confirmed by the Sponsor and in accordance with the Year of Service provision stated herein. All Plan Benefits awarded due to Disability shall be paid in the form of an Actuarial Equivalent lump sum.

Separation Benefits

When a Participant separates service with the Covered Entity, vested Benefits in this Plan shall be payable upon attainment of Entitlement Age. However, should a Terminated Participant with a vested interest in this Plan die prior to Entitlement Age, Benefits shall be immediately payable to the individual's Beneficiary as set forth by this Plan Document.

Facility of Payment

In the event the Sponsor is provided with an original or certified copy of (1) the judicial appointment of a guardian or custodian of the property of, or (2) a power of attorney for a Participant or Beneficiary, together with signed written direction from such guardian, custodian or attorney-in-fact providing that payment be otherwise made, payment of Benefits will be made as directed by such guardian, custodian or attorney-in-fact.

PARTICIPANT RIGHTS AND CLAIMS PROCEDURES

Filing a Claim for Benefits

Each Participant or Beneficiary must submit a claim for Benefits to the Sponsor (or its designee) in writing in the form so designated by the Sponsor. Upon receipt, the Sponsor shall conduct an examination to determine the validity of the claim and take any action necessary to facilitate the payment of any Benefits which may be payable under the terms of the Plan. When a claim for Benefits has been properly filed, such claim shall be evaluated and claimant notified of the approval or denial within 90 days after receipt of such claim unless special circumstances would require an extension of time for review of the claim. Claimant will be provided a written notice which advises whether the claim is granted or denied in whole or in part. If the commencement of payments is delayed beyond the Benefit Commencement Date, payment shall be made retroactive to that date without interest.

Limitation of Rights

Participation hereunder shall not grant any Participant the right to remain a Participant or any other rights or interest in the Plan or assets of the Sponsor other than those specifically set forth herein.

Non-Alienation of Benefits

Benefits payable under this Plan shall not be assigned or alienated except as required by law.

Material Provided to Participants

The designated Plan Administrator shall provide each Participant with the Summary of Plan Provisions relating to plan eligibility, participation, plan benefit structure, vesting and the timing and form of Benefits. In addition, any material modification to Plan provisions shall be communicated in writing to each Participant. A copy of the Plan Document, the Summary of Plan Provisions, and any documents related to the funding or investment of the assets of the Plan and of any contracts or agreements with service providers to the Plan shall be made available for inspection or copying by a Plan Participant or Beneficiary at the office of the Sponsor.

Required Information

Any Participant or Beneficiary who is eligible to receive Benefits under the Plan shall be required to supply the Sponsor with any information requested that is reasonably necessary to the proper

administration of the Plan. Failure to supply such information within a reasonable period of time shall be sufficient grounds to delay payment of Benefits under the Plan until such information is submitted to the Sponsor in good order.

Portability

This Plan is not considered an eligible retirement plan. Therefore any Benefits issued from the Plan are not eligible for rollover to a tax-deferred retirement arrangement.

PLAN AMENDMENT, PLAN TERMINATION, AND OTHER RIGHTS OF THE SPONSOR

Plan Amendment

The Sponsor reserves the right to amend the Plan from time to time as may be necessary. Participants covered under the terms of the Plan will be notified of Plan amendments by way of changes applied to the Summary of Plan Provisions.

Plan Termination

The Sponsor may terminate the Plan at any time.

Funding Obligation

The obligation to pay any Benefits under this Plan shall be unfunded and unsecured by the Sponsor. Any payments pursuant to the terms outlined by this Plan are to be made from the general assets of the Sponsor, which remain subject to the claims of the Sponsor's creditors. However, the Sponsor in its sole discretion may set aside assets to discharge all or part of its obligation under this Plan. The assets set aside shall remain in the name of the Sponsor.

Duties of the Sponsor

The Sponsor shall execute any certificate, instrument or other written direction on behalf of the Plan and make payment on behalf of the Plan. All interpretations of the Plan and questions concerning its administration and application shall be determined by the Sponsor in its sole discretion and such determination shall be binding. The Sponsor may appoint such counsel, specialists or other persons it deems necessary in connection with the administration of this Plan.

Delegation of Responsibilities

The Sponsor shall have the authority to delegate and allocate from time to time, by a written instrument, all or any part of its responsibilities under this Plan to such persons it may deem advisable, and in the same manner, to revoke any such delegation or allocation of responsibility.

Sponsor's Designee (Named Plan Administrator)

The Sponsor and its designee shall be in charge of the operation and administration of the Plan and shall administer the Plan in accordance with its terms and have all power necessary to carry out such terms.

Fiduciary Responsibility

Each Fiduciary of the Plan is required to act solely in the interest of the Plan's Participants and Beneficiaries.

Plan Records

The records of the Sponsor shall be conclusive evidence of the Accrued Benefit, service attributable to vesting, eligibility, age, Beneficiary, status as an eligible Plan Participant and all other matters applicable to this Plan; provided however, that a Participant may request correction of his record at any time by supplying necessary documentation as may be required by the Sponsor.

MISCELLANEOUS

Pronouns

When necessary to the meaning hereof, either the masculine or the neuter pronoun shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall be deemed to include the plural.

Applicable Law

This Plan shall be construed and enforced in accordance with applicable state and federal laws including but not limited to the Internal Revenue Code.

Limited Liability of Insurer and VFIS

Neither the Insurer nor VFIS shall be held responsible for the validity of this Plan. Further, neither VFIS nor the Insurer shall assume responsibility for actions taken or not taken by the Sponsor or its designee in carrying out its administrative duties. Unless specifically directed otherwise by the

Sponsor, VFIS and the Insurer are authorized to accept any and all direction from the Sponsor or the Sponsor's named designee. The Sponsor acknowledges that it is the Sponsor's responsibility to notify VFIS when a change in the Sponsor's named designee is warranted.

EXECUTION AND ADOPTION

IN WITNESS WHEREOF, the Sponsor has caused this Plan to be executed by its duly authorized designee this 9th day of April, 2021. I have read and understand the terms of the Plan, and hereby accept the provisions outlined herein. The Sponsor has received sample copies of, read, and understands the terms of the investment options to be used by the Plan and hereby accepts same.

By:
Its:

Alana M. Cohen
Plan Administrator

Witness

By:
Title:

John Clarke
City Manager

03.24.2021 ATC/SMT

Steps for Termination of VFIS/LOSAP Plan:

1. Payment option determination made by city council.
2. VFIS will create the Resolution to Terminate document within 7 business days of all details being confirmed by City.
3. The city will review, execute (once satisfied of course), and return to VFIS.
4. VFIS will stop monthly payments (determining the appropriate date once payment amounts are finalized).
5. VFIS will create Lump Sum Paperwork for each Member and send it to the city within 14 days of receipt of the Resolution.
6. The city will work with its members to ensure that paperwork is completed and returned to VFIS within 90 days of receipt. Forms not returned within 90 days - funds would be returned to the city and the city can determine if those Members are still eligible to receive payment directly or if failure to complete paperwork results in forfeit of benefit. Hopefully this is a non-issue but if it is, VFIS recommends consulting the city's legal advisor on the matter.
7. VFIS will work to coordinate Member payouts to be made within 30 days of receipt of completed paperwork.
8. Once all Members have received payments, VFIS will provide a Liquidation Option Election Form (LOEF) and Authorization to Terminate (ATC) to return any remaining funds (minimal amount due to rounding and interest accrual during this process) to the city. You may elect to have termination fees withdrawn from assets or pay by invoice.
9. LOEF must be completed and returned within a few days, otherwise a new form may be required. Empower sets this deadline when balances are calculated.
10. Empower will process and mail final payment and send final statements showing a \$0 balance once that payment is cleared.
11. VFIS will forward \$0 balance statements to the city thereby completing the LOSAP termination process.
12. Members will receive 1099s at year end for the benefits paid. They are also mailed directly to the Members. Payments are taxed as ordinary income.



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 08

Requester: Assistant City Manager Kent Souriyasak

Agenda Item

Consider approving Resolution R 2023-11-00546 authorizing the Mayor to execute the Interlocal Agreement between Collin County and the City of Lucas and appropriate funding in the amount of \$358,012 from Unrestricted General Fund Reserves for the Trinity Trail Connect Phase 1 project.

Background Information

On June 1, 2023, the City Council authorized application to the Collin County Park and Open Space Project Funding Assistance Program for the Trinity Trail Connect Phase 1 project. The proposed trail would connect the East Winningkoff Trailhead to the Trinity Trail. The Project Funding Assistance Program is a reimbursement program and requires a 50% match.

The proposed project is identified as the Trinity Trail Connect Phase 1 which is included in the City's Trails Master Plan. The project would focus on creating a trail connecting the East Winningkoff Trailhead to the Trinity Trail by utilizing existing trail easements along East Winningkoff Road and Welborn Lane. The trail would be constructed of crushed granite materials. The total estimated cost for the project is \$358,012.

On October 2, 2023, Collin County notified the City has been awarded funding for the Trinity Trail Connect Phase 1 project in the matching share amount of \$179,006. Collin County would reimburse the City for invoices paid by the City for costs related to the project on a dollar for dollar matching basis.

Attachments/Supporting Documentation

1. Resolution R 2023-11-00546
2. Interlocal Agreement between Collin County and the City of Lucas
3. Resolution R 2023-06-00542 Authorizing Application to the Collin County Parks and Open Space Project Funding Assistance Program
4. Exhibit A – Trinity Trail Connect Map
5. City of Lucas Trails Master Plan

Budget/Financial Impact

The total estimated cost for the project is \$358,012. The Collin County Parks and Open Space Project Funding Assistance Program is a reimbursement program and requires a 50% match. The City's 50% match would be \$179,006 and Collin County's 50% match would be \$179,006.

If the City Council approves entering into the Interlocal Agreement, funding would be utilized from Unrestricted General Fund Reserves for the project.



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 08

Recommendation

Staff recommends approval of entering into the Interlocal Agreement between Collin County and the City of Lucas and appropriate funding in the amount of \$358,012 from Unrestricted General Fund Reserves for the Trinity Trail Connect Phase 1 project.

Motion

I make a motion to approve/deny Resolution R 2023-11-00546 authorizing the Mayor to execute the Interlocal Agreement between Collin County and the City of Lucas and appropriate funding in the amount of \$358,012 from Unrestricted General Fund Reserves for the Trinity Trail Connect Phase 1 project.



RESOLUTION NO. 2023-11-00546

[Approving and Authorizing the Mayor to enter into ILA between Collin County and the City of Lucas for 2018 Parks and Open Space Project]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO THE INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF LUCAS FOR THE 2018 PARKS AND OPEN SPACE BOND PROJECT O118PG38 FOR THE CONSTRUCTION OF THE TRINITY TRAIL CONNECT PHASE 1 PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Collin, Texas (“County”) and the City of Lucas “City”) desire to enter into an Agreement concerning the Trinity Trail Connect Phase 1 project in the City of Lucas, Collin County, Texas (“Project”); and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing the Interlocal Agreement Between Collin County and the City of Lucas 2018 Parks and Open Space Bond Project O118PG38 (“Agreement”); and

WHEREAS, the City shall arrange for the construction of the Project which it estimates the total cost to be \$358,012.00; and

WHEREAS, the County shall reimburse the City for the total cost of the Project in an amount not to exceed \$179,006.00; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should

be approved, and that the Mayor or his designee is authorized to execute the Agreement on behalf of the City of Lucas, Texas.

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

SECTION 1. The Mayor is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Lucas.

SECTION 2. This Resolution shall take effect immediately from and after its passage and publication of the caption, as the law and Charter in such case provide.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ON THE _____ DAY OF _____, 2023.

CITY OF LUCAS, TEXAS

APPROVED:

Jim Olk, Mayor

ATTEST:

Toshia Kimball, City Secretary

(10-13-2023: ND 4865-0709-2615, v. 1)

EXHIBIT “A”
Interlocal Agreement between Collin County and the City of Lucas
2018 Parks and Open Space Bond Project 0118PG38

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF LUCAS
2018 PARKS AND OPEN SPACE BOND PROJECT OI18PG38**

WHEREAS, the County of Collin, Texas (“County”) and the City of Lucas “City”) desire to enter into an Agreement concerning the Trinity Trail Connect Phase 1 project in the City of Lucas, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange for the construction of the Trinity Trail Connect Phase 1 project, hereinafter called the “Project”.

ARTICLE II.

The City shall prepare plans and specifications for improvements, accept bids, award a construction contract and administer the construction contract in accordance with all state statutory requirements. The City shall provide the county with a copy of executed construction contract(s) for the Project. All improvements shall be in accordance with the plans and specifications approved by the City. Changes to the Project which alter the initial funding set forth in Exhibit “A” must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the Project to be \$358,012. The County agrees to fund a portion of the total cost for items described in Exhibit "A" in an amount not to exceed **\$179,006**. The County shall reimburse the City for invoices paid by the City for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's dollar for dollar matching participation in this project shall not exceed \$179,006 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall also provide **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including the City's match, in-kind services or donations for the project. All projects for which the County has provided funds through its 2018 Parks and Open Space Bond Program must remain open and accessible to all County residents. Upon development of the property, the City shall install a **project sign** identifying the project as being partially funded by the Collin County 2018 Parks and Open Space Bond Program.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, 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, judgements 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.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

ARTICLE XV.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XVI.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XVII.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Chris Hill
Title: County Judge
Date: _____
Executed on this ____ day of _____,
20 __, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

By: _____
Name: Toshia Kimball
Title: City Secretary
Date: November 2, 2023

CITY OF LUCAS

By: _____
Name: Jim Olk
Title: Mayor
Date: November 2, 2023
Executed on behalf of the City of Lucas
pursuant to City Council Resolution No.
R 2023-11-00546

APPROVED AS TO FORM:

By: _____
Name: Joseph J. Gorfida, Jr.
Title: City Attorney
Date: November 2, 2023

EXHIBIT "A"

The County will provide funding assistance for the following:

- ☐ All items requested

Total funding
County Project Code OI18PG38

\$179,006

Contact Information

Request for reimbursement submitted to:

Dawn Redwine
dredwine@co.collin.tx.us

Submission of electronic photos and quarterly reports:

Dawn Redwine
dredwine@co.collin.tx.us

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: Patrick Hubbard

Address: 665 Country Club Road
Lucas, Texas, 75002

Phone: 972-912-1209

Email: phubbard@lucastexas.us



RESOLUTION R 2023-06-00542

[AUTHORIZING APPLICATION TO THE COLLIN COUNTY PARK
AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, HEREINAFTER REFERRED TO AS THE “APPLICANT”, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF THE “APPLICANT”, IN DEALING WITH COLLIN COUNTY, HEREINAFTER REFERRED TO AS “GRANTOR”, FOR THE PURPOSE OF PARTICIPATING IN THE COLLIN COUNTY PARK AND OPEN SPACE PROJECT FUNDING ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”, CERTIFYING THAT THE “APPLICANT” IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE, CERTIFYING THAT THE “APPLICANT” MATCHING SHARE IS READILY AVAILABLE, AND DEDICATING THE PROPOSED FACILITY FOR PERMANENT PUBLIC PARK AND PEDESTRIAN TRANSPORTATION USES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the “Applicant” is fully eligible to receive assistance under the “Program”;
and

WHEREAS, the “Applicant” is desirous of authorizing an official to represent and act for the “Applicant” in dealing with the “Grantor” concerning the “Program”; and

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

SECTION 1. The “Applicant” hereby certifies that it is eligible to receive assistance under the “Program”.

SECTION 2. The “Applicant” hereby certifies that the matching share for this application is readily available at this time.

SECTION 3. The “Applicant” hereby authorizes and directs its Assistant City Manager to act for the “Applicant” in dealing with the “Grantor” for the purpose of the “Program”, and Kent Souriyasak is hereby officially designated as the representative in this regard.

SECTION 4. The “Applicant” hereby specifically authorizes the official to make application to the “Grantor” concerning the project known as the Trinity Trail Connect (or dedicated upon completion of construction) for public park and pedestrian transportation purposes in perpetuity.

City of Lucas, Texas

Resolution R 2023-06-00542; Authorizing Application to the Collin County Park and Open Space Project Funding Assistance Program

Approved: June 1, 2023

DULY PASSED by the City Council of the City of Lucas, Texas, on this the 1st day of June, 2023.

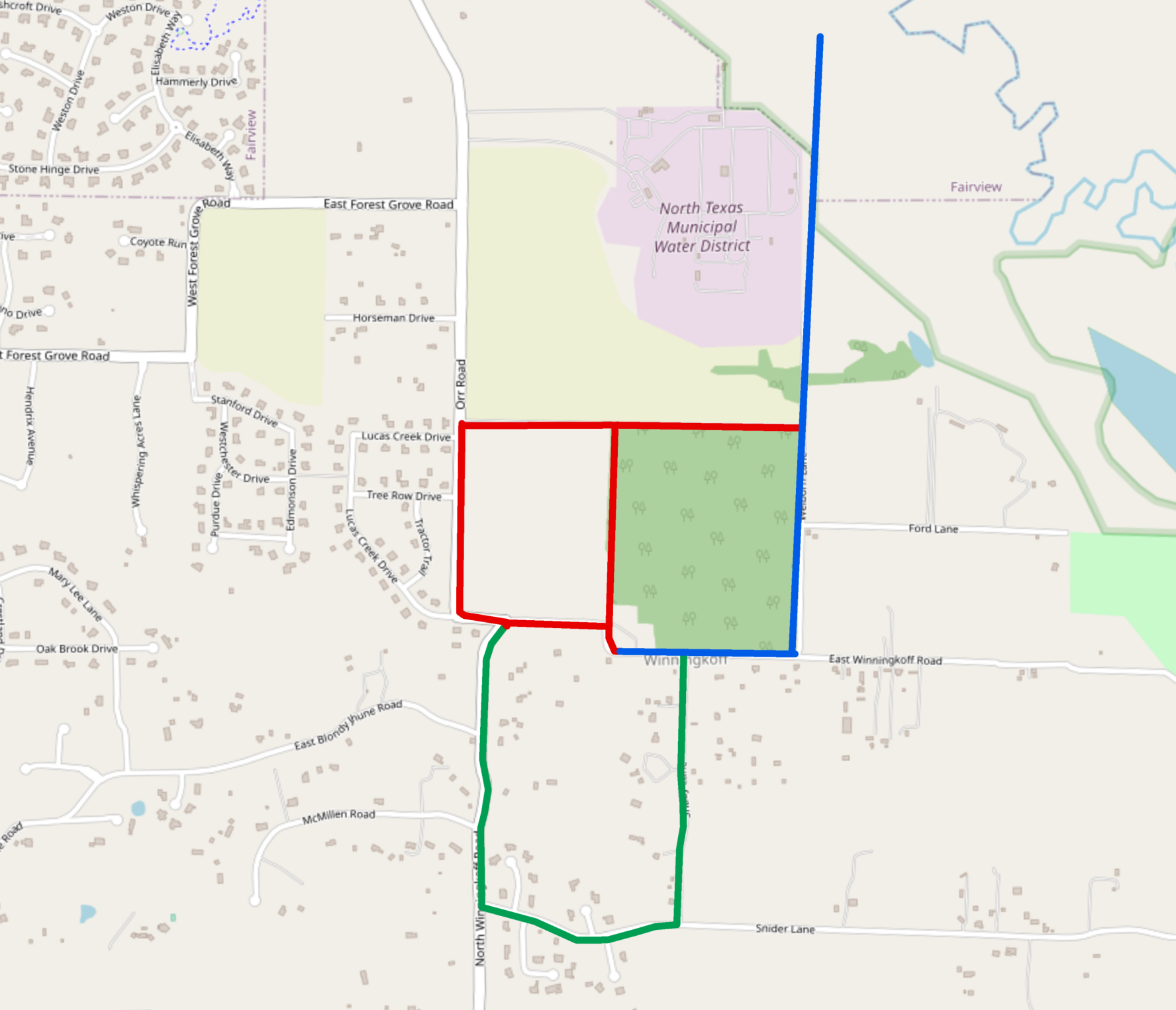
CITY OF LUCAS, TEXAS:

Kathleen A. Peele
Jim Olk, Mayor Kathleen Peele,
Mayor Pro Tem

ATTEST:

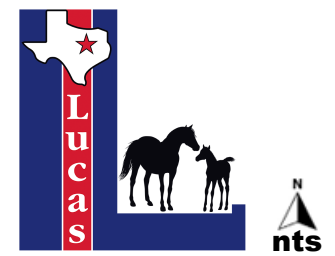
Erin Flores
Erin Flores, City Secretary

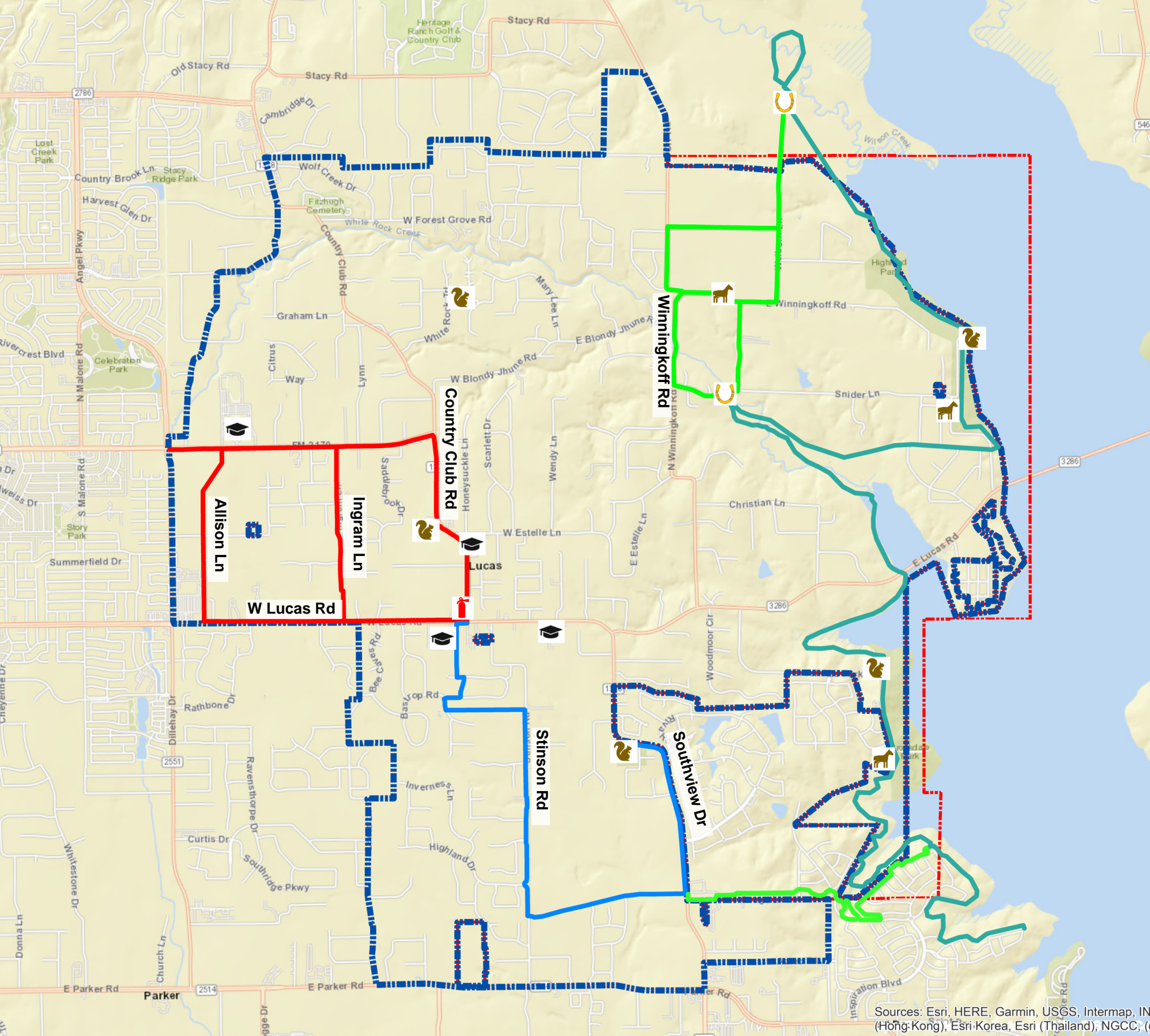
Exhibit “A”



- Phase 1 (8,000 LF)**
- Phase 2 (9,250 LF)**
- Phase 3 (8,000 LF)**

Trinity Trail Connect City of Lucas









LEGEND

LOCATIONS

-  FIRE STATION
-  SCHOOL
-  PARK
-  TRAILHEAD
-  TRAIL ACCESS

TRAIL SEGMENTS

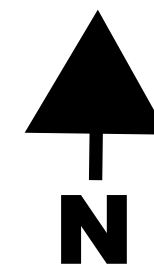
-  CENTRAL LOOP
-  WSMS TO SOUTHVIEW
-  TRINITY TRAIL CONNECT
-  TRINITY TRAIL

BOUNDARIES

-  CITY LIMITS
-  ETJ LIMITS

Trails Master Plan City of Lucas 2022

Revised: July 6, 2022
Adopted: January 19, 2023





City of Lucas

City Council Agenda Request

October 19, 2023

Item No. 09

Requester: Councilmember Philip Lawrence

Agenda Item Request

Consider the creation of an advisory panel consisting of up to three members from each school that provides educational services to children that reside in the City of Lucas and up to three members from the Lucas City Council.

Background Information

The City of Lucas is served by six independent school districts (ISD) in the City of Lucas and one private school which consist of the following:

- Allen ISD
- Lovejoy ISD
- McKinney ISD
- Plano ISD
- Princeton ISD
- Wylie ISD
- Lucas Christian Academy

The purpose of the advisory panel would be to help gain new insights and advice to solve problems or explore new opportunities by stimulating robust, high-quality conversations. The role of an advisory panel is not to make decisions, but rather to provide current knowledge, critical thinking, and analysis to increase the confidence of the decision-makers. Due to the flexible nature of advisory boards, the scope, specific roles, responsibilities, and expectations are normally established within the advisory panel.

One of the benefits of forming an advisory panel would be to provide a communication channel between the school and the city which provides an opportunity for enhancing the understanding of topics that could impact the community that we serve. The advisory panel would focus on collaborative methods of communication and act as a sounding board for issues that may impact the Lucas community.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA



City of Lucas City Council Agenda Request October 19, 2023

Item No. 09

Recommendation

To create an advisory panel consisting of up to three members from each school that provides educational services to children that reside in the City of Lucas and up to three members from the Lucas City Council.

Motion

I make a motion to approve/deny the creation of an advisory panel consisting of up to three members from each school that provides educational services to children that reside in the City of Lucas and up to three members from the Lucas City Council.



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 10

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Public hearing to consider adopting Ordinance # 2023-11-00993 approving a specific use permit request by Wal-Mart Real Estate on behalf of Panda Express for a drive-through restaurant on a .975-acre tract of land in the W. Snider Survey, Abstract Number 821, being part of Lot 1, Block A, Wal-Mart Lucas Addition, located at 2662 West Lucas Road.

- A. Presentation by Development Services Director Joe Hilbourn
- B. Conduct Public Hearing
- C. Take action on the specific use permit request

Background Information

Panda Express is proposing a 2,500 square foot restaurant space with a drive-through. The use does require a specific use permit as outlined in the table below. The site is currently zoned Commercial Business and will be located at the southwest corner of Wal-Mart parking lot directly behind Bank of America.

	AO	R2	R1.5	R1	VC	CB	OS	MH	LI	ED
Restaurant drive in					S	S			X	
Restaurant (food smoked on site)					S	S			X	
Self-storage						S			S	
Sporting goods					X	X			X	

An SUP was approved by the planning and zoning commission on March 10, 2022, and by the city council on April 7, 2022. The approval was granted for twelve months. If no permit was issued for construction of a Panda Express within 12 months, the SUP expired.

One of the hold ups for Panda Express is that Walmart adjusted their detention after the building was constructed, it was determined the weir on both out falls for the detention on site were oversized, they were replaced in 2014/2015, staff has asked the engineer of record multiple times for as-builts proving that detention now met the city standards. Staff could not move forward with a site plan, landscape plan, or Elevations until as-builts were provided for the existing detention ponds on the Walmart site proving that the public improvements were satisfactory. Public improvements and drainage are required to be approved as part of the platting and site plan process. The as-builts have been submitted and approved by the city's engineering department.



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 10

Attachments/Supporting Documentation

1. Site plan
2. Public notice
3. Ordinance# 2023-11-00993 – Specific Use Permit for Panda Express

Budget/Financial Impact

NA

Recommendation

The planning and Zoning Commission recommends approving the specific use permit with the following recommendations:

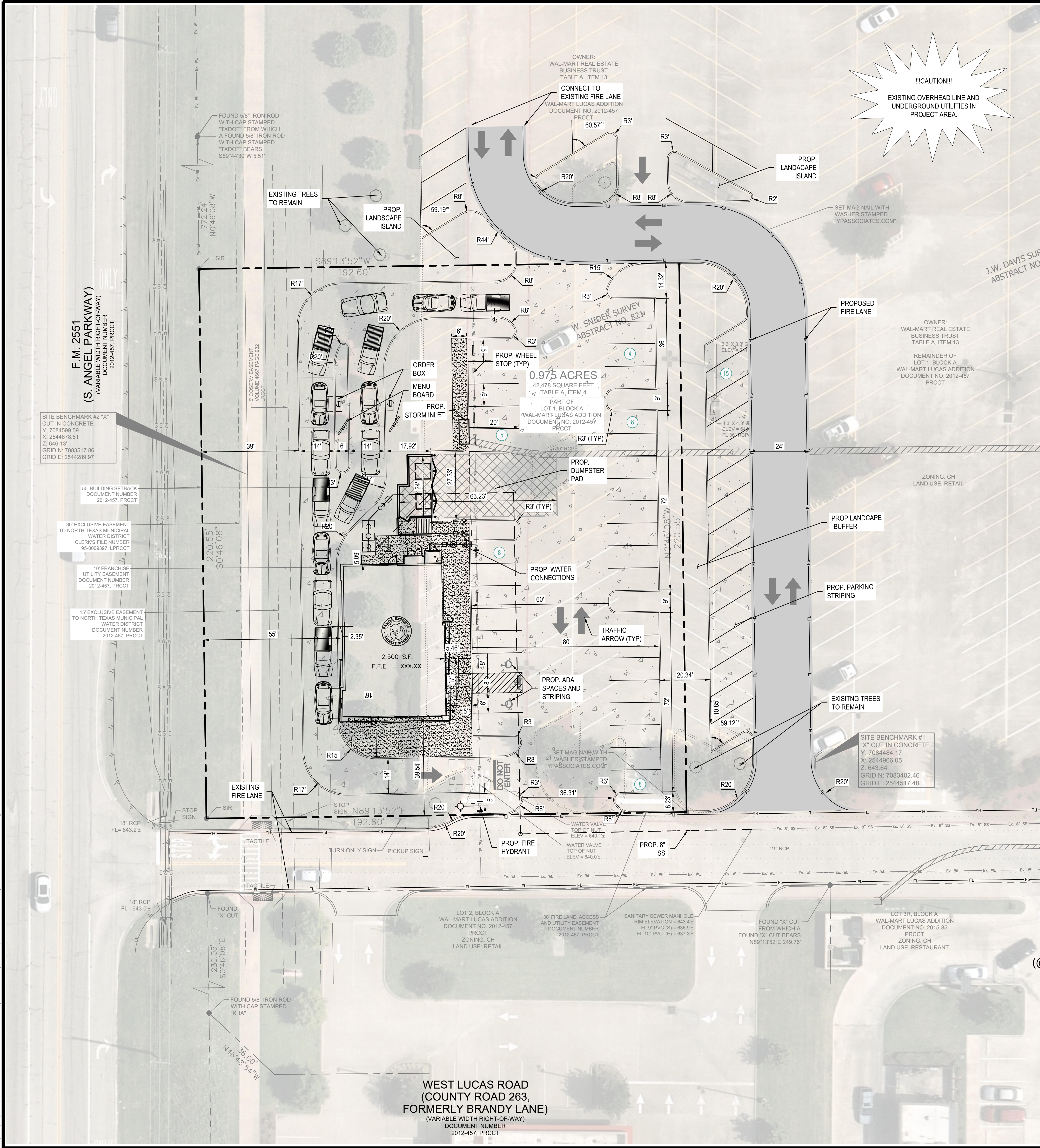
The Planning and Zoning Commission unanimously recommended approval of the specific use permit with the following recommendations on March 10, 2022:

1. All exterior lighting will be on a timer that turns all lights off, except security lighting, thirty (30) minutes after close of business.
2. Allowable hours of operation from 6:00 a.m. to 1:00 a.m. (Panda Express' current hours of operation are 9:30 a.m. until 9:30 p.m. Staff is recommending the hours of 6:00 a.m. to 1:00 a.m. to be consistent with surrounding businesses as the specific use permit goes with the property should it change hands.
3. Exterior lighting shall have no glare producing luminaires extending beyond the property line.
4. Signage should include a monument sign consistent with other monument signs along Angel Parkway.
5. The specific use permit be terminated if the project has not commenced within twelve (12) months.
6. Tie the attached concept plan to the specific use permit.

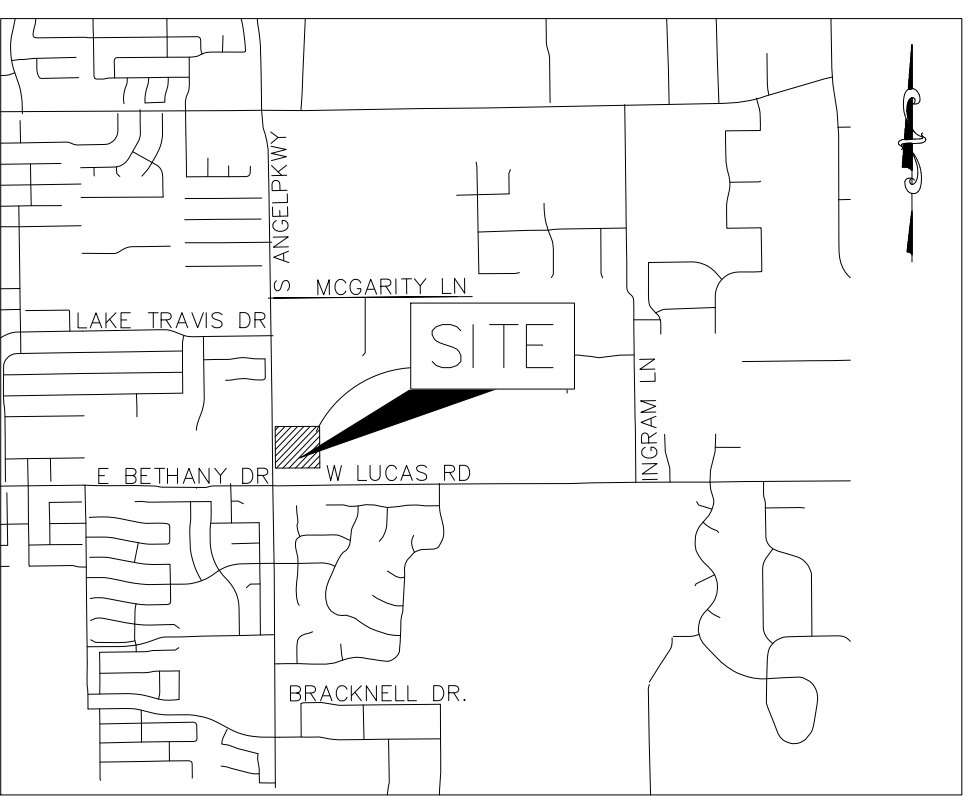
Motion

I make a motion to approve/deny adopting Ordinance 2023-11-00993 approving a specific use permit request by Wal-Mart Real Estate on behalf of Panda Express for a drive-through restaurant on a .975-acre tract of land in the W. Snider Survey, Abstract Number 821, being part of Lot 1, Block A, Wal-Mart Lucas Addition, located at 2662 West Lucas Road with the recommendations from ordinance number 2023-11-00993.

BGE, INC.
C:\Users\jgarcia\OneDrive\Documents\Projects\2026-00-PX-Lucas_D8570\01_CADD\01_Site\01-10 SITE PLAN.dwg Jan 26, 2022-9:34am dgarner



PLAN SUBMITTAL RECORD	
DATE	SUBMITTAL
10/7/2021	SITE PLAN SUBMITTAL



VICINITY MAP
(NOT TO SCALE)

SITE SUMMARY TABLE	
GENERAL SITE DATA	
ZONING	CC (CORRIDOR COMMERCIAL)
LAND USE	RESTAURANT W/DRIVE-THROUGH
LOT AREA	42,478 S.F. (0.975 ACRES)
BUILDING AREA (SQ. FEET)	2,500 S.F.
BUILDING HEIGHT (STORIES)	22'-6" - 1 STORY
LOT COVERAGE	5.89%
PARKING	
PARKING RATIO REQUIRED	1 PER 208 S.F. BUILDING AREA
REQUIRED PARKING	(2,500/208) = 12
PROVIDED PARKING	33 SPACES
ACCESSIBLE PARKING REQUIRED	2
ACCESSIBLE PARKING PROVIDED	2

LEGEND	
7" CONCRETE PAVEMENT (HEAVY DUTY)	
CONCRETE PAVEMENT (MEDIUM/LIGHT DUTY)	
4" SIDEWALK/FLATWORK PAVEMENT	
EXISTING FIRE LANE	
PAVEMENT STRIPING	
PROPERTY LINE	
EXISTING CURB	
PROPOSED CURB	
PROPOSED FIRE LANE	
DENOTES BLUE PLACARD ADA STALLS	
PARKING COUNT	
EXISTING WATER	
PROPOSED WATER	
EXISTING SANITARY SEWER	
PROPOSED SANITARY SEWER	

CITY NOTES

1. THIS CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS CONCEPT PLAN, ALONG WITH THE DEVELOPMENT REGULATIONS (FOR PLANNED DEVELOPMENT REQUESTS), ARE INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS CONCEPT PLAN, AS DETERMINED BY THE DEVELOPMENT SERVICES DIRECTOR, WILL REQUIRE AN AMENDMENT TO THE CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)

BENCHMARKS

ONSITE BENCHMARKS
BM #1: "X" CUT WITH BOX
N: 7083402.46
E: 2544517.48
ELEV. = 643.64

BM #2: "X" CUT WITH BOX
N: 7083517.86
E: 2544289.97
ELEV. = 646.13

NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
- WHEEL STOPS SHOWN ON PLANS SHALL BE GNR TECHNOLOGIES, "PARK IT" 6" PARKING CURB #16201R (BLACK & YELLOW) OR APPROVED EQUAL.

SPECIFIC USE PERMIT - SITE PLAN
PANDA EXPRESS

W LUCAS RD & S ANGEL PKWY
0.975 ACRES
PART OF LOT 1, BLOCK A WAL-MART LUCAS ADDITION
SITUATED IN W. SNIDER SURVEY
CITY OF LUCAS
COLLIN COUNTY, TEXAS

ARCHITECT
IDGROUP
2641 Irving Blvd.
DALLAS, TX 75207
Contact: Tom Ruid
Tel: 214-538-9800 (Office)

OWNER
WALMART STORES INC.
2608 SE J STREET
BENTONVILLE, AR 72716-5510

DEVELOPER
PANDA RESTAURANT GROUP
1683 Walnut Grove Ave.
Rosemead, California 91770
Tel: 626-799-9898 (Office)
Tel: 626-372-8288 (Cell)

ENGINEER
BGE, INC.
777 Main St., Suite 1900
Fort Worth, TX 76102
Tel: 817-872-6130 www.bgeinc.com
TBPE Registration No. F-1046
Contact: David Greer Tel: 817-872-6005

BGE, Inc.
777 Main St., Suite 1900
Fort Worth, TX 76102
Tel: 972-887-6130 • www.bgeinc.com
TBPE Registration No. F-1046
Contact: David Greer
Tel: 817-872-6005
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DEVELOPER
PANDA RESTAURANT GROUP
1683 Walnut Grove Ave.
Rosemead, California 91770
Tel: 626-799-9898 (Office)
Tel: 626-372-8288 (Cell)

ZONING CONCEPT
PLAN-EXHIBIT B

PANDA EXPRESS
W LUCAS RD & S ANGEL PKWY
PART OF LOT 1, BLOCK A WAL-MART LUCAS ADDITION
SITUATED IN W. SNIDER SURVEY
ABSTRACT NO. 821
0.975 ACRES
CITY OF LUCAS
COLLIN COUNTY, TEXAS

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM THEY WILL BE SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
BGE, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1046
DAVID GREER, P.E.
TEXAS REGISTRATION NO. 109928
JANUARY 26, 2022

CAUTION !!
CONTRACTOR TO VERIFY EXACT LOCATION & DEPTH OF EXIST FACILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES

CAUTION !!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS		
REV NO.	DATE	DESCRIPTION

DRAWN BY: CA
CHECKED BY: DG
DATE: 10/7/2021
PROJECT NUMBER: 9026-00

SHEET NO.

SP-1.0



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas will conduct a public hearing on Thursday, October 12, 2023 at 6:30 p.m. and City Council will conduct a second public hearing on Thursday, November 2, 2023 at 6:30 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider a Specific Use Permit (SUP) application to permit a drive-thru for a restaurant at 2662 West Lucas Road. The property is zoned Commercial and more particularly described as follows:

BEING a 0.975 acre tract of land situated in the W. Snider Survey, Abstract Number 821, located in the City of Lucas, Collin County, Texas, being part of Lot 1, Block A, Wal-Mart Lucas Addition, an addition to Collin County, recorded in Document Number 2012-457 of the Official Public Records, Collin County, Texas, (OPRCCT), said 0.975 acre tract being more particularly described as follows: COMMENCING at a found "X" cut having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7084431.7 and Easting 2544662.3, at the southwest corner of said Lot 1, Block A, at the northwest corner of Lot 2, Block A, of said Wal-Mart Lucas Addition and on the east line of F.M. 2551 (variable width right-of-way), from which a found 5/8" iron rod found with cap stamped "KHA" at the most west southwest corner of said Lot 2 bears South 00 degrees 46 minutes 08 seconds East, a distance of 230.05 feet; THENCE North 00 degrees 46 minutes 08 seconds West (Grid Bearings based on said Texas Coordinate System), along the west line of said Lot 1 and east right-of-way line of said F.M. 2551, a distance of 30.00 feet to the POINT OF BEGINNING of the herein described; THENCE North 00 degrees 46 minutes 08 seconds West, along the west line of said Lot 1 and east right-of-way line of said F.M. 2551, a distance of 220.55 feet to a point for corner, from which a found 5/8" iron rod with cap stamped "TXDOT" at the northwest corner of said Lot 1 bears North 00 degrees 46 minutes 08 seconds West, a distance of 772.24 feet; THENCE North 89 degrees 13 minutes 52 seconds East, across said Lot 1, a distance of 192.60 feet to a point for corner; THENCE South 00 degrees 46 minutes 08 seconds East, continuing across said Lot 1, a distance of 220.55 feet to a point for corner; THENCE South 89 degrees 13 minutes 52 seconds West, continuing across said Lot 1, a distance of 192.60 feet to the POINT OF BEGINNING and containing 0.975, or 42,478 square feet of land, more or less.

Otherwise known as: The south west corner of the Walmart parking lot, just north of Bank of America.

Those wishing to speak FOR or AGAINST the above item are invited to attend. If you are unable to attend and have comments you may send them to City of Lucas, Attention: City Secretary, 665 Country Club Road, Lucas, Texas 75002, email tkimball@lucastexas.us and it will be presented at the Hearing. If you have any questions about the above hearing you may contact jhilbourn@lucastexas.us



ORDINANCE 2023-11-00993
[Specific Use Permit for Restaurant Drive-Through]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LUCAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT WITH SPECIAL CONDITIONS TO ALLOW FOR A RESTAURANT DRIVE-THROUGH ON A 0.975-ACRE TRACT OF LAND, LOCATED AT 767 SOUTH ANGEL PARKWAY, CITY OF LUCAS, COLLIN COUNTY, TEXAS (THE “PROPERTY”), CURRENTLY ZONED COMMERCIAL BUSINESS DISTRICT (CB), AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR APPROVAL OF THE CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Lucas, Texas, as heretofore amended, be and the same are hereby amended, to grant a Specific Use Permit to allow for a restaurant drive-through, located at 767 South Angel Parkway, City of Lucas, Collin County, Texas, currently zoned Commercial Business (CB), and being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

SECTION 2. That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Lucas as heretofore amended, subject to the following special conditions:

- (1) The Property shall be developed in accordance with the Concept Plan attached hereto as Exhibit “B” and made a part hereof for all purposes.

- (2) All exterior lighting will be on a timer that turns all lights, except security lighting off, thirty (30) minutes after close of business.
- (3) Allowed hours of operation shall be 6:00 a.m. to 1:00 a.m.
- (4) No glare directly or indirectly shall be created at the property line from luminaires.
- (5) Signage shall include a monument sign consistent with other monument signs along Angel Parkway.
- (6) This Specific Use Permit shall terminate if construction of the drive-through restaurant has not commenced within twelve (12) months.

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

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

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 2nd DAY OF NOVEMBER 2023.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(03-29-2022:TM 128687)

Toshia Kimball, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 0.975 acre tract of land situated in the W. Snider Survey, Abstract Number 821, located in the City of Lucas, Collin County, Texas, being part of Lot 1, Block A, Wal-Mart Lucas Addition, an addition to Collin County, recorded in Document Number 2012-457 of the Official Public Records, Collin County, Texas, (OPRCCT), said 0.975 acre tract being more particularly described as follows: COMMENCING at a found "X" cut having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 7084431.7 and Easting 2544662.3, at the southwest corner of said Lot 1, Block A, at the northwest corner of Lot 2, Block A, of said Wal-Mart Lucas Addition and on the east line of F.M. 2551 (variable width right-of-way), from which a found 5/8" iron rod found with cap stamped "KHA" at the most west southwest corner of said Lot 2 bears South 00 degrees 46 minutes 08 seconds East, a distance of 230.05 feet; THENCE North 00 degrees 46 minutes 08 seconds West (Grid Bearings based on said Texas Coordinate System), along the west line of said Lot 1 and east right-of-way line of said F.M. 2551, a distance of 30.00 feet to the POINT OF BEGINNING of the herein described; THENCE North 00 degrees 46 minutes 08 seconds West, along the west line of said Lot 1 and east right-of-way line of said F.M. 2551, a distance of 220.55 feet to a point for corner, from which a found 5/8" iron rod with cap stamped "TXDOT" at the northwest corner of said Lot 1 bears North 00 degrees 46 minutes 08 seconds West, a distance of 772.24 feet; THENCE North 89 degrees 13 minutes 52 seconds East, across said Lot 1, a distance of 192.60 feet to a point for corner; THENCE South 00 degrees 46 minutes 08 seconds East, continuing across said Lot 1, a distance of 220.55 feet to a point for corner; THENCE South 89 degrees 13 minutes 52 seconds West, continuing across said Lot 1, a distance of 192.60 feet to the POINT OF BEGINNING and containing 0.975, or 42,478 square feet of land, more or less.

EXHIBIT “B” CONCEPT PLAN

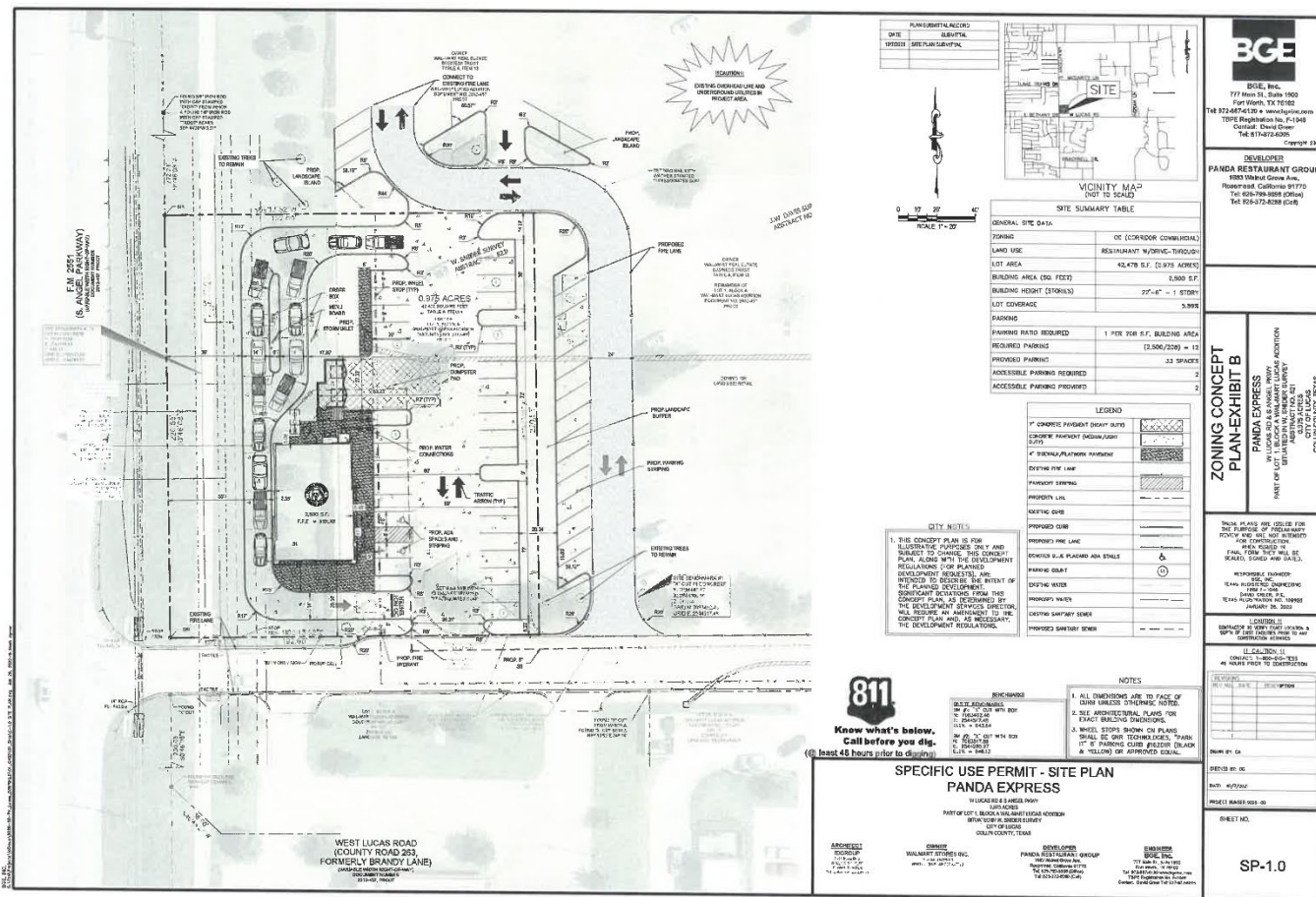


Exhibit "B"
City of Lucas
Ordinance 2022-04-00948
Approved: April 7, 2022



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 11

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

- A. The City Council will convene into Executive Session pursuant to Section 551.074(a)(1) of the Texas Government Code, Personnel Matters, for City Manager Evaluation.
- B. The City Council will convene into Executive Session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property.

Background Information

This meeting is closed to the public as authorized by Section 551.072 of the Texas Government Code.

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

November 2, 2023

Item No. 12

Requester: Mayor Jim Olk

Agenda Item Request

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA