

**CITY OF BLUE RIDGE
SPECIAL SESSION AGENDA
April 17, 2018, 7:00 P.M.
Blue Ridge Community Center
200 W. Tilton Street**

THE BLUE RIDGE CITY COUNCIL WILL MEET IN SPECIAL SESSION AT 7:00 P.M.
ON TUESDAY, APRIL 17, 2018, AT THE BLUE RIDGE COMMUNITY CENTER,
LOCATED AT 200 W. TILTON, BLUE RIDGE, TEXAS WITH THE FOLLOWING ITEMS
ON THE AGENDA FOR CONSIDERATION AND/OR ACTION.

1. Call to order.
2. Roll call.
3. Second Public Hearing to consider, discuss and act upon a request for rezoning, replatting, and receive public comments on the proposal for properties described as 1) Lot 20, Blue Ridge Original Donation, also known as 320 East Lamm and 2) Tract 154, Abstract A0557 M Mowery Survey, Sheet 2, containing 0.366 acres. The rezone request is to change a portion of Commercial Core Business (B2) zoning to Residential (R1) zoning. The rezoning request is also to change the Multi-Family (R2) zoning to Residential (R1) zoning.
4. Consider, discuss and act upon an Interlocal Agreement with Collin County for Road Improvements
5. Consider, discuss and act upon a contract for Animal Services between Collin County Animal Control and Animal Shelter Services and the contract reconsideration with North Texas Animal Control Authority
6. Adjournment.

Certified this the 13th day of April, 2018.



Rhonda Williams, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information)

This facility is wheelchair accessible. Request for accommodations or sign interpretative services must be made 48 hours prior to this meeting. Please contact the city secretary's office at 972-752-5791 for further information.

I, the undersigned authority, do hereby certify that this notice was posted in the regular posting place of the City Hall building for Blue Ridge, Texas, in a place and manner

convenient and readily accessible to the general public at all times, and said Notice was posted April 13, 2018, by 5:00P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



LEGAL NOTICE PUBLIC HEARING

Public Hearings of the City of Blue Ridge City Council will be held to hear the request for rezoning, replatting, and receive public comments on the proposal for properties described as 1) Lot 20, Blue Ridge Original Donation, also known as 320 East Lamm and 2) Tract 154, Abstract A0557 M Mowery Survey, Sheet 2, containing 0.366 acres. The rezone request is to change a portion of Commercial Core Business (B2) zoning to Residential (R1) zoning. The rezoning request is also to change the Multi-Family (R2) zoning to Residential (R1) zoning.

The City of Blue Ridge will be holding two Public Hearings regarding the request. These hearings will be held at the Blue Ridge Community Center, located at 200 W. Tilton, Blue Ridge, Texas 75424 on the following dates:

Tuesday, April 3, 2018 at 7:00pm.
Tuesday, April 17, 2018 at 7:00pm.

We invite the public to attend and express any concerns or support you may have regarding the subdivision request.

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act") , and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Blue Ridge, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH
COURT ORDER NO. 97-576-08-25 (Copy Attached)

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin

County, Texas, in accordance with the advance cost estimate submitted to them for

work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

6. Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: _____

Address: _____

E-mail: _____

Phone: _____

FAX: _____

If to City:

Name: _____ City of Blue Ridge _____

Address: _____ 200 S Main _____

_____ Blue Ridge, Texas 75424 _____

E-mail: _____ esims@blueridgecity.com _____

Phone: _____ 972-752-5791 _____

FAX: _____ 972-752-9160 _____

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Blue Ridge will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Title: County Judge

CITY OF BLUE RIDGE

Date: _____

By: _____

Title: _Rhonda Williams, Mayor_

THE STATE OF TEXAS

COUNTY POLICIES: ADOPTION OF REVISED
COUNTY ROAD POLICY/RESCIND PREVIOUSLY
APPROVED COURT ORDERS
COUNTY ROAD SUPERINTENDENT

COUNTY OF COLLIN

On **August 25, 1997**, the Commissioners' Court of Collin County, Texas, met in **special session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request from the County Road Superintendent for approval to rescind previously adopted court orders pertaining to County Road Policies, furthermore, adoption of a revised County Road Policy.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to adopt a revised County Road Policy effective October 1, 1997, and rescind previously adopted court orders pertaining to same. Same is hereby approved in accordance with the attached documentation.



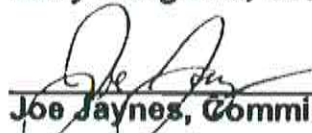
Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2




Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:



Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

c:\court97\courtorders\roadpol



COUNTY ROAD POLICIES

TABLE OF CONTENTS

County Road Policies (General)

Section I Maintenance of Public Roads	Page 1
Section II Upgrade of County Roads	Page 1,2
Section III Re-opening of County Roads	Page 2
Section IV Abandonment of County Roads	Page 2
Section V Subdivisions	Page 2,3
Section VI Right-of-Way	Page 3
Section VII Other Cost	Page 3
Section VIII County Projects	Page 3
Section IX Extending the Length of a Road Project	Page 3
Section X Signs	Page 4
Section XI Reimbursement by Property Owners	Page 4
Section XII Culverts	Page 4
Section XIII Extenuating Circumstances	Page 4
 Application for Road Upgrading	 Page 5
General Requirements for Upgrading County Roads	Page 6
Upgrading/Acceptance of Private Roads in Recorded Subdivisions	Page 6
Costs	Page 7

County Road Policy (Cities)

Section I Maintenance/Improvements to Roads Within City Limits	Page 8
Section II Reimbursement for Work Performed by Collin County	Page 8

County Road Policy (Oiling/Dust Control)

Section I Oiling of County Roads	Page 9
Application for Road Oiling Due to Chronic Respiratory Condition	Page 10

Assessment Policy for Subdivision Roads

Section I Assessment to Upgrade Roads in Subdivisions	Page 11
Section II Assessment Procedures	Page 11,12
Section III Appeals	Page 12
Section IV Liens	Page 12
Section V Acceptance	Page 12
Section VI Status of Roadway after Acceptance	Page 12
Section VII Reimbursement of Funds	Page 13

COUNTY ROAD POLICIES (GENERAL)

COUNTY ROAD POLICIES (GENERAL)

Section I Maintenance of Public Roads

- A. All public roads located in unincorporated areas of Collin County which are determined by the Commissioners' Court to be county roads, will be maintained by the County. All others shall be considered private roads and will not be maintained by Collin County.
- B. Roads or sections of roads which are bordered by a city or cities shall not be maintained by Collin County as follows:
 - (a) Any portion of a public road which has been annexed by a city or cities shall not be maintained at county expense.
 - (b) Public roads or portions of public roads which are bordered by a city or cities on one side will be considered to lie in an incorporated area from the centerline of the public road to the city border. That portion which is considered to be in an incorporated area shall not be maintained at county expense.
 - (c) Public roads or portions of public roads which are bordered by a city or cities on both sides will be considered to lie in an incorporated area and shall not be maintained by Collin County.

Section II Upgrade of County Roads

- A. Commissioners' Court will consider upgrading a rock road to an asphalt road provided one of the following conditions are met:
 - (a) Roads with traffic counts of 150 cars per day or greater, which by the determination of Commissioners' Court, should be asphalted due to maintenance costs or other appropriate criteria when the adjacent property owners donate the right-of-way described in Section VI of this policy; or;
 - (b) Roads not on the Collin County Thoroughfare Plan with traffic counts of 125 cars per day or greater, which when determined by the Director of Public Works (County Road Supt.) to have adequate width and drainage can be asphalted due to maintenance costs or other appropriate criteria without obtaining additional right-of-way; or;
 - (c) Roads with traffic counts of 100 cars per day or greater can be asphalted when the adjacent property owners donate the right-of-way described in Section VI of this policy; or;
 - (d) When the adjacent property owners donate the right-of-way described in Section VI of this policy and reimburse the County for the cost of materials required to upgrade the subject road to asphalt by current county standards.

To be considered for asphalt, a road must tie into an existing asphalt road, unless the road in question is a "Dead End" road. A "Dead End" road which does not tie into an existing asphalt road can be upgraded, provided its entire length is asphalted. A cul-de-sac shall be required when a dead end road is upgraded.

B. The Commissioners' Court will consider upgrading a dirt road to a rock road provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the county for the cost of materials to upgrade the subject road to the appropriate depth and width of rock

Section III Re-opening of County Roads

The Commissioners' Court will consider re-opening a county road which has not been maintained by the county in the last 10 years provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the County for the total cost of improvements if the road is to be improved from its existing state

Section IV Abandonment of County Roads

The Commissioners' Court, by unanimous vote, may abandon a county road upon following procedures required by Vernon's Civil Statute's and the Texas Transportation Code.

Section V Subdivisions

- A. To be considered for maintenance by Collin County, private roads in recorded subdivisions must be asphalt and meet current county standards in regards to width, drainage, culverts, base material type and thickness.
- B. Private roads in subdivisions which were filed in the County Clerk's Office prior to May 18, 1981 will be accepted for maintenance by the county provided there is adequate right-of-way, the roads are asphalt and meet current county standards.
- C. Private roads in subdivisions which were approved by Commissioners' Court and filed in the County Clerk's Office prior to October 23, 1995 will be accepted for maintenance provided such roads are asphalt and have been built and maintained to county standards.
- D. Private roads in subdivisions which were filed in the County Clerk's Office after May 18, 1981 that were not approved by Commissioners' Court shall meet the following conditions prior to acceptance:
 - (a) Road right-of-ways must be dedicated to the public and accepted by Commissioners' Court
 - (b) Roads must be asphalt and meet current county standards as described in this policy
- E. Private roads in recorded subdivisions which do not meet county standards can be considered for maintenance by the county provided the landowners donate additional right-of-way, when needed, and provide total funding to upgrade such roads to county standards.

- F. Private roads in unrecorded subdivisions will not be upgraded by Collin County under this policy. To be accepted for maintenance, the subdivision must be platted and the roads constructed, by a private contractor, in accordance with the Collin County Subdivision Regulations

Section VI Right-of-Way

- A. Right-of -Way shall be in the following form:

- (a) Right-of-Way which is donated may be in Deed or Easement form; or
- (b) Right-of-Way which is purchased through negotiations or by eminent domain shall be in Deed form with an actual ownership (Title) transfer of the land.

- B. Right-of-Way Width

- (a) The right-of-way width for roads on the Collin County Thoroughfare Plan shall conform to Collin County design standards.
- (b) The right-of-way width of roads to be upgraded which are not on the Collin County Thoroughfare Plan shall be a minimum of (60) sixty feet.
- (c) When a road which is not on the Collin County Thoroughfare Plan is a candidate for upgrading, the requirements for right-of-way may be waived by Commissioners' Court provided the required pavement width and drainage are adequate within the existing right-of-way.
- (d) Right-of-way widths may be waived by Commissioners' Court upon review of engineering information which indicates a different width is appropriate.

Section VII Other Cost

The cost involved for surveying, to prepare Deeds or Easements, re-locate fences, utilities (if in a private easement beyond the existing prescriptive right-of-way), culverts or other existing improvements may be borne by the county if such cost does not exceed twenty-five percent (25%) of the total project cost. When property owners are required to incur total cost to upgrade a road, the above cost shall not be borne by the County.

Section VIII County Projects

All projects shall be brought to the attention of Commissioners' Court for consideration.

Section IX Extending the Length of a Road Project

A road project which has been approved by Commissioners' Court may be extended in length when approved by the Director of Public Works (County Road Superintendent), provided that all requirements outlined in this policy have been met.

Section X Signs

Regulatory and warning signs placed along county roads shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

Section XI Reimbursement by Property Owners

Upon Commissioners' Court approval of a road project which requires reimbursement from the adjacent property owners, the property owners involved must place the required amount of money in escrow in a Collin County bank and provide the required right-of-way prior to the commencement of the project.

Section XII Culverts

Drive culverts within county road right-of-ways shall be permitted and sized by the County. Only corrugated metal or high-density polyethylene culverts will be permitted. Culverts shall be a minimum of thirty (30) feet in length unless the driveway over the pipe is concrete. In which case, the culvert may be the width of the driveway. New drive culverts must be installed at the expense of the property owner. Existing culverts within county road right-of-ways will be replaced as needed by the County at county expense.

Section XIII Extenuating Circumstances

Any extenuating circumstances not covered under this policy shall be brought to the attention of Commissioners' Court for consideration

APPLICATION FOR ROAD UPGRADING

Requesters' Name: _____ Date: _____

Mailing Address: _____

Home Phone _____ Work Phone _____ Mobil/Pager _____

Type of upgrade requested: Dirt to Rock _____ Dirt to Asphalt _____ Rock to Asphalt _____ Private Road _____

County Road No./Name: _____ Subdivision Name: _____

Location/Extent of Road(s) to be upgraded: _____

FOR COUNTY USE

Is Road on Thoroughfare Plan? Yes _____ No _____ Right-of-Way Required: _____

Comments: _____

Utility Comments: _____

Culvert/Drainage Comments: _____

Fence Comments: _____

Initial Cost Estimate: Materials _____ Labor _____ Other _____ Total _____

Comments _____

Prepared By: _____ Date: _____ Date Mailed: _____

GENERAL REQUIREMENTS FOR UPGRADING COUNTY ROADS

An application requesting a road upgrade must be submitted to the Public Works Department specifying the location and approximate length of road or section of road to be upgraded. If more than one person is involved, please designate a single contact.

An approximate cost estimate with right-of-way requirements will be prepared by the Public Works Department and sent to the requester.

To proceed with the upgrade, the Public Works Department must be notified in writing of the requester(s) willingness to pay for material costs and donate right-of-way, when applicable.

The request will be brought to the attention of Commissioners' Court for consideration.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided, if different than the original estimate.

Right-of-Way documents, when required, will be prepared by Collin County for signature. Money for material costs shall be placed in an escrow account by the requester(s). The project will be scheduled for construction after these items have been addressed.

UPGRADING / ACCEPTANCE OF PRIVATE ROADS IN RECORDED SUBDIVISIONS

Subdivision must be recorded and meet the requirements specified in Section V of the County Road policies.

All roads in the subdivision must be upgraded / accepted.

Minimum right-of-way width shall be sixty (60) feet as required by Section VI.B.(b) of the County Road Policies. When engineering information indicates that the existing right-of-way is not adequate, additional right-of-way will be required.

A request must be submitted to the Public Works Department specifying the name and location of the subdivision in question. Please designate a single contact person for the county regarding this project.

An approximate cost estimate will be prepared by the Public Works Department and sent to the requester.

To proceed, the Public Works Department must be notified in writing of the requester(s) willingness to pay for all costs involved with the upgrade.

The request will be brought to the attention of Commissioners' Court for approval.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided if different from the original estimate.

Money must be placed in an escrow account prior to the project being scheduled. If applicable, all fences, utilities or other improvements must be relocated prior to scheduling.

COSTS

Since material costs fluctuate, the written cost estimate we have provided you will be honored for the period indicated (typically 6 months).

The cost estimate for materials will be based on the type upgrade requested.

Dirt to Rock: A blend of (6" loose) crushed native white rock with (3" loose) flex base to improve traction and minimize dust.

Dirt to Asphalt: A blend of (4" compacted) crushed native whiterock with (6" compacted) flex base and two layers of asphalt surface treatment.

Rock to Asphalt: Two layers of asphalt surface treatment, any additional rock will be paid for by Collin County since it is an existing rock road.

Private Road in Recorded Subdivision: Since conditions vary, subdivisions will be evaluated on a case by case basis.

If you have any additional questions, please feel free to call the Public Works Department at Metro 424-1460 ext. 3700 or (972) 548-3700.

Mail or Fax Application To:

**Collin County Service Center
700A West Wilmeth Road
McKinney, Texas 75069
Fax Number (972) 548-3754**

COUNTY ROAD POLICY (CITIES)

COUNTY ROAD POLICY (CITIES)

Section I Maintenance/Improvements to Roads Within City Limits

- A. Each city in Collin County is responsible for maintaining the roads and bridges within their city limits.
- B. Commissioners' Court desires that a consistent policy be continued concerning road work performed by the county within the corporate limits of cities as Collin County has limited funds, personnel and equipment available for these projects.
- C. Commissioners' Court may consider making or participating in improvements to roads and bridges within the corporate limits of a city as follows:
 - (a) General maintenance items to include rocking, grading, asphalt level up, sealcoating, oiling for dust control, installation of culverts, cleaning of drainage ditches, mowing or brushcutting and emergency repairs to bridges.
 - (b). Major improvements such as the construction or reconstruction of roadways will only be considered if the road is on the Collin County Thoroughfare Plan.
- D. A city must be entered into an Interlocal Cooperation Agreement with Collin County prior to work being performed by Collin County for that city.
- E. All requests must be submitted to the Director of Public Works by April 1st of the year prior to the year improvements are desired to be made. Emergency requests will be evaluated by Commissioners' Court upon the merits presented by the requesting city.
- F. Authorization for work in cities can only be given by Commissioners' Court.

Section II Reimbursement for Work Performed by Collin County

- A. Costs for road and bridge repairs or improvements will be as follows:
 - (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever is greater, if the road is on the Collin County Thoroughfare Plan.
 - (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

COUNTY ROAD POLICY (OILING/DUST)

COUNTY ROAD POLICIES (OILING/DUST CONTROL)

Section I Oiling of County Roads

County funds shall be expended to spray county roads for dust control as follows:

- a) When a person has a chronic respiratory condition, substantiated by a physician, the county will oil up to 500 feet in front of their house. If the house is located at a road intersection, the roads will be oiled for up to 500 feet in both directions from the intersection. Priority will be given to elderly residents.
 - b) When the traffic count on a road reaches a minimum of 150 cars per day, oil will be applied on an interim basis until the road can be upgraded to asphalt. If the right-of-way required to upgrade a road is unobtainable, the road will no longer be oiled at county expense.
 - c) When county trucks are hauling materials to or from a project site damaging the road surface and creating a severe dust problem.
 - d) Other conditions as approved by action of the Commissioners Court.
- B. All other requests for oiling in unincorporated areas of the county would be at the requester's expense. Collin County shall be reimbursed for the cost of materials.

Collin County Department
of Public Works
700 A West Wilmeth Road
McKinney, Texas 75069
(972) 548-3700
FAX No. (972) 548-3754

Application for dust control oilling due to chronic respiratory condition

RESIDENT

Name: _____
Physical Address: _____

Mailing Address: _____

Phone: _____

PATIENT

Name: _____
Physical Address: _____

Mailing Address: _____

Phone: _____
Date of Birth: _____

County Road No.: _____ Application is good for this calendar year only

1) Approximate distance residence is from county road. _____ feet

2) Number of years lived at this residence. _____ years

3) What side of road is residence located?
Circle one: North South East West

To be completed by physician.

_____ Allergy which interferes with breathing or is life threatening	
_____ Interstitial	_____ Pulmonary TB
_____ Pulmonary Fibrosis	_____ Lung Abscess
_____ Hypoxemia	_____ Asthma
_____ Sarcoidosis	_____ Bronchiolitis
_____ Asbestosis	_____ Dyspnea
_____ Emphysema	_____ Cystic Fibrosis

Other chronic/life threatening respiratory
conditions: _____

How long has patient had this condition: _____ Last episode: _____

Other
comments: _____

Physician Name (Please print) _____

Physician signature/specialty _____

Date: _____ Phone No.: _____

APPLICATION SHOULD BE MAILED OR FAXED FROM THE DOCTOR

ASSESSMENT POLICY FOR SUBDIVISIONS

ASSESSMENT POLICY FOR SUBDIVISION ROADS

Section I Assessment to Upgrade Roads in Subdivisions

- A. Collin County may upgrade county roads as outlined in Senate Bill 314, Article 6702-3, on a first come basis or as specified by Commissioners' Court provided the initial funds are available or made available to the county. Only roads in recorded subdivisions will be considered for upgrade by assessment.
- B. Commissioners' Court may consider upgrading a road or roads by assessment within subdivisions in un-incorporated areas of Collin County upon receipt of a written request from the Property Owner's Association or individual landowners agreeing to adhere to the following terms prior to construction:
- (a) Donation of additional right-of-way, drainage or utility easements, when required.
 - (b) If a road lies within an unrecorded subdivision, the addition must be approved by Commissioners' Court and a plat filed for record at the County Clerk's Office.
 - (c) Payment for all utility relocations. These costs will not be included in the assessment.
 - (d) Payment for all surveying platting, replatting and legal fees (to include title fees, assignment of liens, etc.). These costs will not be included in the assessment.
 - (e) Payment for all project cost to include materials, equipment and labor. This includes all cost whether by in-house forces or contract.
 - (f) Placement of 10% of the construction cost in an escrow account in a Collin County Bank.
 - (g) Placement of 50% of the utility relocation cost in an escrow account in a Collin County Bank.

Section II Assessment Procedures

- A. After the conditions in Section I have been met, the following procedures are required before the assessment can take place:
- (a) Commissioners' Court must give notice of the proposed improvement and assessment and must hold a public hearing. The notice must be published at least twice in a newspaper of general circulation in the county and shall state that a public hearing will be held to consider whether or not the improvement and assessment will be ordered.

Section II Continued

- (b) Within 10 days of the public hearing, Commissioners' Court shall send by certified mail, a ballot to each owner of real property showing the maximum amount of assessment for each property in the subdivision should a majority of the record owners of real property in the subdivision vote in favor of the proposition.
- (c) If the vote passes, Commissioners' Court may provide the time, terms and conditions of payment and default to the assessment, except that no interest on the payment of the assessment shall be allowed.
- (d) If the vote fails, Commissioners' Court may not order the improvement and assessment, and may not propose the order again until four years after the date the County Clerk declares the results of the vote to Commissioners' Court.
- (e) An assessment shall be secured by a lien against the real property of the assessed property owner.

Section III Appeals

An assessment may be appealed by filing a petition in the district court having jurisdiction in the county not later than the 15th day after the date that a property owner receives an assessment.

Section IV Liens

An assessment shall be secured by a lien against the real property of the assessed property owner. Liens on all property shall remain in place until such time that the entire assessed amount has been paid to Collin County. Property owners are separately, not jointly, liable for their assessed amounts.

Section V Acceptance

When all of the requirements set out in Section I and II of this policy have been met and if funds are available from Collin County the project will be accepted. If it will require an excessive amount of time to relocate the utilities and begin the actual upgrading of the road/roads the Commissioners' Court may direct that a minimum amount of maintenance be performed to assure the health and safety of the property owners.

Section VI Status of Roadway after Acceptance

A road improved under this article is a county road, and the county shall maintain the road in accordance with county road standards.

Section VII Reimbursement of Funds

- A. Prior to the actual road upgrading and upon completion of the utility relocation the balance of the utility relocation cost shall be paid to Collin County or the respective utility company. (This includes the 50% escrowed monies plus the remaining 50% balance of the relocation cost)**
- B. Upon completion of the upgrading, the 10% escrowed monies shall be reimbursed to Collin County.**
- C. The 90% balance of the project cost including construction and other related cost as noted in Section I of this policy shall be the total assessed amount and shall be collected by the county over an amortized period, not to exceed sixty months.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL AND ANIMAL SHELTER SERVICES

This Interlocal Agreement for Animal Control And Animal Shelter Services (“Agreement”) is entered into by and between Collin County, Texas (sometimes referred to herein as the “County” and/or “Party”) and the City of Blue Ridge (sometimes hereinafter referred to herein as “City” and/or “Party”) through their duly authorized officers and/or governing boards. This Agreement shall be effective on the commencement of animal control and animal shelter services, which shall be on the 7th day of May, 2018, regardless of when this Agreement is approved and executed by any Party or Parties hereto (“Effective Date”).

RECITALS

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

WHEREAS, the County operates an Animal Shelter (“Shelter”) for purposes of housing stray and impounded animals for the health and safety of the residents of County and of the City; and

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

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

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

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

applicable statutes of the State of Texas and/or (as applicable) its municipal charter. Further, each Party represents and warrants that any compensation to be made to the other Party as set forth in this Agreement is in an amount that fairly compensates the performing Party for the services or functions described herein, and is made from current revenues available to the paying Party;

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

1. **Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.
2. **County Obligations.** In consideration for the promises of City and payment of the sums hereinafter set forth, County agrees to perform those animal control and animal shelter services as are expressly set forth in the documents entitled "Scope of Services" which is attached hereto as Exhibit "A" and incorporated herein by reference.
3. **City Obligations.** In consideration for the performance of the animal control and animal shelter services detailed in Exhibit "A" by County, City agrees to:
 - 3.1 make payment to the County in the amount of \$10,025 per year (prorated to \$4,037.47 for the first year) for each year of the term of this Agreement including renewal terms, such payments made from funds appropriated in the then current fiscal year budget of the City;
 - 3.2 The City's payment shall be made in quarterly installments to the County in advance, due and payable on the first day of each quarter during the term of this Agreement, including any renewal terms, with the first payment due and payable within ten (10) days from the Effective Date of this Agreement. City agrees that any payment due to County hereunder which is not paid on or before Thirty (30) days from the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Section 2252.025, Tex. Gov't Code) from the date due until paid;
 - 3.3 amend its animal control Ordinances as necessary to conform such Ordinances with the services outlined in Exhibit "A" hereto (including the duly adopted animal control policies established by the County), so as to avoid any conflict with the terms of this Agreement.
4. **City Rights Preserved.** Nothing in this Agreement shall divest, diminish or affect the City's authority to issue notices of violations and court citations for alleged violations of City Ordinances, however City delegates to County the authority to perform the animal control and animal shelter services described in Exhibit "A" hereto on the City's behalf and as the City's agent in the provision of such services.

5. **Term / Renewal Terms.** This Agreement shall commence on the Effective Date and shall continue until September 30, 2018, unless terminated earlier as provided in this Agreement or by law. Unless terminated in accordance with this Agreement or by law, upon expiration of the initial term, this Agreement shall renew automatically for renewal terms of one (1) year upon the same terms and conditions, subject to the Parties' right to terminate due to the failure of their governing boards to appropriate funds in amounts sufficient to compensate the County for the continuation of the services described in Exhibit "A". **Prior to any renewal term herein, the County may choose to amend and/or increase the annual fee to be paid by City, but in such event shall provide at least Thirty (30) days advance notice of such amendment and/or fee increase to City, such notice to be delivered prior to the termination of the then current term of the Agreement.** The remaining terms and conditions of this Agreement shall continue in force and effect unless amended by the Parties in the manner set forth herein.

6. **Notice of Nonappropriation.** If, for any fiscal year, City's governing board fails to appropriate funds in amounts sufficient to pay County for the performance of its obligations under this Agreement, City shall promptly give notice to County of such event. City shall make a reasonable effort to ensure that funds are appropriated to fully perform on its obligations as set forth in this Agreement. City shall endeavor to provide County with at least ninety (90) days advance written notice of its intent not to appropriate the necessary funds for the City's performance of its obligations under this Agreement.

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

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

7.2 For Nonappropriation of funds. If the City fails to appropriate the funds necessary to for the performance of its obligations under this Agreement and such nonappropriation cannot be mitigated adequately by efforts of the County in adjusting its budget for continued performance of animal control and animal shelter services on City's behalf, County may cease the provision of animal control services to the City thereby terminating this Agreement upon the first day of the fiscal year of such non-appropriation. In such event, County shall provide City with reasonable advance notice of its intent to terminate this Agreement in accordance with this provision.

7.3 By the County. County may terminate this Agreement with ninety (90) days advance written notice to City of its intent to do so. In the event County exercises its rights to terminate this Agreement under this section during the term of the Agreement or any renewal term, County shall, within a reasonable time, refund to City the unexpended portion of its quarterly fee calculated on a pro-rata calendar basis.

7.4 By City. City may terminate this Agreement: 1) for cause in the event County

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

8. **Additional Rights Upon Default.** Following exhaustion of the dispute resolution process set forth in section 9 below, this Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Party to this Agreement may obtain a judgment against any breaching Party for damages incurred as a result of such breach. The successful Party in such litigation shall be entitled to a recovery of its costs and attorneys' fees. The Parties agree to a limited waiver of their respective immunities (both as to suit and to damages), but only as is necessary to allow the non-breaching Party to recover its damages, costs and attorneys' fees from the breaching Party's breach(es) of this Agreement.

9. **Dispute Resolution Process.**

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

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

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

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

9.1.4. Successful Resolution. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties' respective governing boards. If approval of the writing is obtained, such writing shall constitute an amendment to this

Agreement with respect to the subject matter(s) of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter(s) submitted to the Dispute Resolution Process.

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

10. **Miscellaneous.**

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

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

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

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

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

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

For the County:

Keith Self, Collin County Judge
Collin County Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

For City of Blue Ridge:

Rhonda Williams, Mayor
City of Blue Ridge
200 S Main
Blue Ridge, TX 75424

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

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

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

10.9. Authority of Signatories. The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

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

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

10.12 Modification. If the Parties desire to modify this Agreement during or after the

initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

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

10.14. Counterparts. This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original for all purposes.

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

DATED to be effective this the 7th day of May, 2018.

COLLIN COUNTY, TEXAS
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

CITY OF BLUE RIDGE, TEXAS
200 S Main
Blue Ridge, TX 75424

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT “A”

ANIMAL CONTROL AND ANIMAL SHELTER – SCOPE OF SERVICES

Animal Control:

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

- Enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges. Appear in Court as State's witness in all cases filed.
- As needed or required by law, perform humane destruction of animals in the field and removal of carcasses. Shall remain at scene with animal until verified destroyed.
- Submit any suspect animal's head to Department of State Health Services for rabies diagnosis, in the event of human contact.
- Capture of stray injured or aggressive animals as described in the most recently adopted Animal Control Ordinance and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes on a complaint basis.

Animal Shelter:

- Public Operating days/hours – ***9a-6p Tues-Fri, 12p-5p Saturday and Sunday. Closed to the public on Monday (Personnel on site for 8 hours on Monday for cleaning, feeding and care only).***
 - 4 Animal Control Officers - 160 hours per week total
 - 1 Shelter Supervisor – 40 hours per week
 - 1 Administrative Assistant/Dispatcher – 40 hours per week
 - 3 Part Time Kennel Techs – 60 hours per week
 - 1 Part Time Clerical Tech – 20 hours per week
- 24/7 access to ACOs for live animal drop-off.
 - 24/7 access to small freezer for deceased, small animals.
 - 24/7 access to large freezer for deceased, large animals.
- House, feed and care for (or locate appropriate care and housing for) any type of animal surrendered to the shelter, ensuring that their basic needs are met.
- Hold received animals for 5 days.
 - Verify current rabies vaccination for all owner-reclaimed animals.
 - Arrange for vaccination of non-vaccinated animals prior to release from the shelter.
 - Counsel and provide information on the importance of spay and neuter to all affected owners reclaiming animals.
 - Pre-evaluate for adoption potential
 - Humanely euthanize, in accordance with law, animals not reclaimed by owner and not identified as "adoptable".
 - Dispose of, in accordance with law, all euthanized animals.
- Reduce disease transmission between animals by placing animals suspected of communicable illness in a separate isolation area.
- Place animals involved in biting incidents in rabies quarantine area and observe for signs of rabies for the specified amount of time.
- Build and maintain a database of information about each animal that enters and leaves the shelter.

Sims Edie

From: Misty Brown <mbrown@co.collin.tx.us>
Sent: Monday, April 09, 2018 2:32 PM
To: Sims Edie
Cc: Danny Davis
Subject: RE: Questions concerning AC Contract

Good Afternoon Edie,

Here are the answers to your questions:

- Under Section 3.3 of the contract, you are asking the City to change their Animal Control Policies to conform to the County. Council questioned if the City's ordinance is more stringent, which would you follow? Is there a standardized policy for Animal Control? The County directly enforces State animal control laws, with the exception of the "leash law". We determined that all of our contract cities had a leash law of some form on their books, so we agreed to enforce a basic leash law in all of the contract city limits (animal must be contained or on a leash at all times. If the city wishes to enforce other portions of their AC Ordinance through their Code Enforcement Officer, PD, etc. we will work with that group or department. For example, city ordinance disallows potbellied pigs. It is not a violation of State law so we would not enforce that ordinance through our department. If, however, Code/PD was working the complaint and asked us to come and impound the pig, we would work with Code/PD to impound the animal.
- Per the conversation from Danny Davis on 02/06/18 Council Meeting, he stated the AC Department has hired additional staff with 11 certified officers. On Exhibit A, 3 ACO are designated. Council wanted clarification whether there are actually 11 certified officers in the field or if a portion of these officers are kept at the Animal Shelter. We have 11 certified officers on staff. But those 11 officers have to cover 24/7/365. On days that we are open, we have 2 officers and a supervisor that are all available for field duties.
- Under Exhibit A 24/7 on call services for emergencies: Council questioned if gravely injured animals include wildlife such as raccoons, squirrels, coyotes, possums, bobcats. Yes, any gravely injured animal.
- Also on Exhibit A, Response times: the answering machine offers the caller to leave a message with a 2 hour call back. Council questioned if the response time now equals 2 hours and 45 minutes and when does the actual 2 hours start. When we are open, the messages are checked every few minutes. If they leave a message stating the problem, an officer will be dispatched before the call is ever returned.
- I know you and I had this conversation, but Council prefers to have it defined in the contract regarding citations coming to the City's Municipal Court. You can send us a redline of the changes that they propose and I will send it on for approval on our side.
- Council also questioned with the staff and volunteers why the phone is not answered for each incoming call. For the most part, there is only 1 available staff person to answer calls all day. The others are cleaning the shelter, out in the field, assisting in surgery, working with customers at the front counter. Having a single person working dispatch allows us some continuity with the calls that we would not have otherwise. Having calls go to voicemail allows us the flexibility to screen the calls to get the most urgent calls out right away (as we have been in this business for a while, we have learned that calls regarding animals tend to be rather long and protracted), the ability to continue to listen to calls when we are making return calls and the ability to forward entire messages to our field officers rather than having them wait until we get off of the phone or can type the message out to them. We do not use volunteers for answering the phones as we have very few volunteers (and relatively high turnover) and they concentrate on the adoption program.
- Lastly, due to issues brought up by Ms. Homer at a previous meeting, what happens with the animals that are frozen and if sent to a crematory, where is said crematory and who pays for the disposal? They are taken to the landfill and buried as soon as they are deposited. The landfill charges are included in our annual budget.

Thank you,

Misty

From: Sims Edie [mailto:esims@blueridgecity.com]
Sent: Monday, April 9, 2018 8:58 AM
To: Misty Brown <mbrown@co.collin.tx.us>
Subject: Questions concerning AC Contract

Good Morning Misty,

The ACO Contract was submitted to the Council at last week's Council meeting. There are some questions that need to be addressed before Council moves forward:

- Under Section 3.3 of the contract, you are asking the City to change their Animal Control Policies to conform to the County. Council questioned if the City's ordinance is more stringent, which would you follow? Is there a standardized policy for Animal Control?
- Per the conversation from Danny Davis on 02/06/18 Council Meeting, he stated the AC Department has hired additional staff with 11 certified officers. On Exhibit A, 3 ACO are designated. Council wanted clarification whether there are actually 11 certified officers in the field or if a portion of these officers are kept at the Animal Shelter.
- Under Exhibit A 24/7 on call services for emergencies: Council questioned if gravely injured animals include wildlife such as raccoons, squirrels, coyotes, possums, bobcats
- Also on Exhibit A, Response times: the answering machine offers the caller to leave a message with a 2 hour call back. Council questioned if the response time now equals 2 hours and 45 minutes and when does the actual 2 hours start.
- I know you and I had this conversation, but Council prefers to have it defined in the contract regarding citations coming to the City's Municipal Court.
- Council also questioned with the staff and volunteers why the phone is not answered for each incoming call.
- Lastly, due to issues brought up by Ms. Homer at a previous meeting, what happens with the animals that are frozen and if sent to a crematory, where is said crematory and who pays for the disposal?

Thanks for reviewing the Council's questions and your reply will be placed with the contract on the next Council agenda for action.

Edie

Edie Sims

City Secretary
City of Blue Ridge
200 S. Main
Blue Ridge, Texas 75424
(972) 752-5791
(972) 752-9160 fax
www.blueridgecity.com

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, please reply only to the sender.

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NORTH TEXAS ANIMAL CONTROL AUTHORITY

P.O. Box 1358 Roanoke TX 76262 Phone (214-513-8228)

On the web at WWW.NTACA.COM or by email at NTACA@Hotmail.com

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Kerry Payne, a private contractor, d/b/a/ The North Texas Animal Control Authority (hereinafter referred to as the "NTACA") and the City of Blue Ridge, Texas, a municipal corporation, (hereinafter referred to as "Blue Ridge" or the "City").

RECITALS:

WHEREAS, Blue Ridge is desirous of providing its residents and businesses with full-time animal control services, and

WHEREAS, The NTACA is desirous of furnishing full-time animal control services to Blue Ridge, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Blue Ridge accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall commence on October 1st, 2017 and shall renew annually on this date unless terminated according to the terms of termination within this document. Any changes in the terms and conditions, shall require the approval of the governing body of Blue Ridge.

Section 3. **Scope of Services:** The NTACA hereby agrees to provide Blue Ridge the following services, personnel, and facilities:

- a. **Patrol Services:** The NTACA will provide a minimum of Two (2) patrol hours per week for the enforcement of ordinances set forth in Ordinance #2001-0807, Animal Control.
- b. **Service Calls:** The NTACA will provide unlimited field service calls per month in this all-inclusive contract.

Routine service calls will be answered between the hours of 8am and 5pm Monday through Friday. Only emergency calls for service will be answered after these hours. Routine service calls must be viable calls which the ACO will be able to provide an immediate proper disposition. Some examples of viable service calls include, but are not limited to:

A contained stray animal which the ACO is guaranteed to impound;
A deceased domestic animal in the roadway;
A complaint which requires immediate ACO intervention.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

An injured domestic animal when the owner is not known or present;
A domestic animal bite to a human when the owner is not known or present;
Loose livestock in the roadway causing a hazard to motorists;
A domestic animal which has or is showing aggressive or dangerous tendencies. A deputy from the Collin County Sheriff's Department or their designate must respond prior to any emergency call to confirm the need for an ACO.

- c. **Monthly Reports:** The NTACA will supply a monthly report to the City Secretary of Blue Ridge no later than 4:00 p.m., on the third Monday of every month. The report shall summarize all animal control activity within the City borders from the previous month.
- d. **Animal Bites:** An ACO, (Animal Control Officer) will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law.

- e. **Dead Animal Removal:** The NTACA agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of Blue Ridge. In the event of dead livestock, the NTACA may contract an outside resource to provide removal services at the further expense of the City. In the event the owner of a deceased animal is identified, the NTACA will charge said owner a fee for any removal or disposition services.
- f. **Impoundment & boarding:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of Ordinance #2001-0807 or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify City Hall as soon as possible regarding any animal impounded. The NTACA shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than 3 days by the NTACA. After this period, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of the NTACA. No record shall be kept by the City as to the disposition of an animal after release is made to the facility.

Any animal, whether licensed or unlicensed, which in the professional judgment of the NTACA and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound any animal which, in the professional opinion of the ACO appears to be rabid, or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

- g. **Loose Livestock:** The NTACA will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s) and/or the Collin County Sheriffs Department to provide impoundment applicable to state laws.
- h. **Animal Cruelty & Neglect Calls:** The NTACA will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A deputy of the Collin County Sheriff's Department may be called to assist the ACO on any such call.
- i. **Education:** The NTACA will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- j. **Pet Registrations:** The NTACA shall be solely responsible for the maintenance of the City's Pet Registration Program. All fees collected from the registration of pets, as set forth by City Ordinance, shall be retained by the NTACA. The NTACA will provide all supplies needed to register pets for the City and will maintain records of registration for One (1) year from date of expiration of the registration. The NTACA may issue warnings or citations to provide enforcement of this Ordinance.
- k. **Other Services:** The City of Blue Ridge agrees to allow the NTACA to provide its complete line of Animal Related Services to the residents of Blue Ridge as individual clients at no other cost to the City. Such services include, but are not limited to:

Emergency Animal Ambulance Services
Pet Transportation & Taxi Services
Lost Pet Recovery Services
Deceased Pet Removal, Cremation, and Burial Services
Nuisance Wildlife Rescue & Control
Pet Insurance Programs
Escape Prevention

The resident would be considered a client of the NTACA and would be solely responsible for any fees incurred.

- l. **24 Hour Information Line:** The NTACA currently operates on a 24 hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the City of Blue Ridge may take advantage of this 24-hour service so that the NTACA may better assist their individual needs.

m. **Schedule of Fees:**

Animal Impoundment Fee: \$50.00 each impoundment;
Boarding Fee: \$10.00 per day or portion thereof.
Registration Fee: \$7.50 per domestic pet.

These fees may be changed upon approval of the governing body of Blue Ridge upon adoption or a change of City Ordinance.

Section 4. **City of Blue Ridge's Obligations:** Blue Ridge agrees to perform the following:

- a. Pay an all-inclusive monthly fee of \$12.00 per capita for all animal control patrol and services, payable upon cumulative invoice on the first day of each month. This per capita fee results in the following payments:

Population of Blue Ridge estimated at 832 multiplied by \$12.00 equals a total contract fee of \$9,984.00 for the contract term. Ten percent (10%) of this contract is due upon delivery of a signed contract to the NTACA which is \$998.40. This results in the remaining payment of \$748.80 per month for the duration of this contract.

Other fees as needed:

- Quarantine fee \$200.00 per animal.
- Flea/Tick treatment \$20.00 per animal.

Any fees not covered under the all-inclusive contract must be approved by the mayor.

- b. **Cost of Fuel Scale:** Pay an additional fee of \$40.00 per month for each fuel cost increase of .25 cents per gallon of fuel beginning at \$2.50 per gallon. This rate shall be determined using www.dallasgasprices.com based on the average for Texas. This chapter shall only take effect when the price of fuel is \$2.50 or greater for a period of 15 days or more during the same calendar month. Said 15 days do not need to be consecutive.

Section 5. **Revenues Retained:** Blue Ridge shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the City's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving Ninety (90) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, the NTACA will be compensated for all service performed to termination date, which will be the date Ninety (90) days after the date of the notice of termination, together with any payments then due and as authorized by this agreement.
- b. Upon notification of termination by either party, both parties mutually agree to meet within Thirty (30) days of the date of notice of termination for a show cause of termination.
- c. If Blue Ridge fails to make payment to the NTACA within Fifteen (15) days after the date of billing for any invoiced amounts, the NTACA will suspend services to Blue Ridge and identify a date on which the services will be suspended and will notify City Hall by telephone and in writing of the date services will be suspended.
- d. Blue Ridge's recourse for failure of the NTACA to furnish any services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.

Section 7. **Notices & Payments:** All written notices, payments, or refunds shall be sent to the following addresses:

North Texas Animal Control Authority	City of Blue Ridge
P.O. Box 1358	200 West F.M. 545
Roanoke TX 76262	Blue Ridge TX 75424

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Mayor of Blue Ridge and the CEO of the NTACA.

Section 9. **Jurisdiction:** By this Agreement, Blue Ridge grants full and complete authorization and jurisdiction to the NTACA for all services provided by the NTACA as contained in this Agreement. Said jurisdiction shall apply to the city limits of Blue Ridge.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Collin County, Texas.

- Section 11. **Supervision/Certification:** At all times during the term of this Agreement, all Animal Control Officers shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties.
- Section 12. **Authority to Protect Self & Property:** City agrees and authorizes the NTACA to carry in their vehicles and on their persons Personal Protection Devices including but not limited to bite sticks, Taser's, and OC Pepper spray for use in protecting the officer from attacks from animal and human aggressors.
- Section 13. **Performance:** Both parties mutually agree that the NTACA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the NTACA in no way are to be considered employees of Blue Ridge.
- Section 14. **Indemnification:** The NTACA agrees to hold harmless, save and indemnify the City of Blue Ridge and its Officers for any and all claims for damages, personal injury and/or death that may be asserted against Blue Ridge arising from the NTACA negligence or its performance hereunder, save and except intentional acts of gross negligence by Blue Ridge. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- Section 15. **Insurance:** The NTACA agrees to procure and maintain, at a minimum, \$1,000,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of the NTACA, its officers, employees, or agents under or pursuant to this Agreement. The City shall be notified if this policy is cancelled for any reason.

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2017 in the duplicate originals.

North Texas Animal Control Authority

City of Blue Ridge

By: Charles Kerry Payne, Owner

By: Mayor

Attest:

Attest:

By: Witness

By: City Secretary

ADDENDUM TO CONTRACT WITH NORTH TEXAS ANIMAL CONTROL AUTHORITY

In accordance with terms as relayed during the Blue Ridge City Council meeting held September 5, 2017, NTACA has offered and hereby agrees to the terms as follows:

The entire cost of the contract including and not excluding Section 4(b) shall not exceed a total of \$11,000.00 annually. The City shall hereby agree to the terms of the agreement as stated with exception of the final cost not exceeding \$11,000.00 annually.

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of September, 2017 in the duplicate originals.

North Texas Animal Control Authority

City of Blue Ridge

Charles Kerry Payne, Owner

Rhonda Williams, Mayor

Attest:

Attest:

Witness

Edie Sims, City Secretary

NORTH TEXAS ANIMAL CONTROL AUTHORITY

P.O. Box 1358 Roanoke TX 76262 Phone (214-513-8228)

On the web at WWW.NTACA.COM or by email at NTACA@Hotmail.com

City of Blue Ridge
200 S. Main Street
Blue Ridge TX 75424

April 10th 2018

RE: Animal Services Contract Amendments

Mayor and Council,

During a recent meeting with Mayor Watkins, it was discussed that some minor amendments to my contract are necessary. I have placed these amendments below.

Added a paragraph (g) to Section 3

g. **Return of Impounded Animals:** *The NTACA agrees to offer the return of any owned, impounded animal at the request of the owner. There shall be no additional charges to the animal owner other than those listed within this contract. If an owner requests this service, the animal will be returned to the owner at a date and time of mutual agreement between the NTACA and the animal owner. It shall be the final responsibility of the owner to retrieve their animal in the event the NTACA is unable to schedule an appropriate date and time.*

Added below verbiage to allow for the City to retain 50% of all animal registration fees.

k. **Pet Registrations:** The NTACA shall be solely responsible for the maintenance of the City's Pet Registration Program. *Fees collected by the NTACA shall be divided equally between the City and the NTACA. The NTACA shall issue a registration fee payment or a credit to the City at the same time of common invoicing of services.* The NTACA will provide all supplies needed to register pets for the City and will maintain records of registration for One (1) year from date of expiration of the registration. The NTACA may issue warnings or citations to provide enforcement of this Ordinance.

Ammended Section 11 to provide for officers in training.

Section 11. **Supervision/Certification:** At all times during the term of this agreement, all Animal Control Officers shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties, *unless said officer is under current training guidelines as specified within current code.*