



AMENDED AGENDA

City of Lucas
City Council Regular Meeting
July 21, 2016
7:05 PM

*(or immediately following the Lucas Fire Control Prevention
and EMS District meeting)*

City Hall – Council Chambers
665 Country Club Road – Lucas, Texas

Notice is hereby given that a City of Lucas Regular Meeting of the City Council will be held on Thursday, July 21, 2016 at 7:05 pm or immediately following the Lucas Fire Control Prevention and EMS District meeting 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.

Call to Order

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

Citizen Input

The Citizens' Input portion of the agenda is an opportunity for the public to address the City Council on any subject. By completing a "Request to Speak" form and submitting it to the City Secretary, citizens have an opportunity to speak at the City Council meeting. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions but may refer items to City Staff for research and possible inclusion on a future agenda.

1. Citizen Input (Mayor Jim Olk)

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. Community Interest: Presentation of Proclamation for the City of Dallas. (Mayor Jim Olk)

Public Hearing

3. Consider adopting Ordinance 2016-07-00840 amending the Code of Ordinances, Division 8 - Accessory Buildings, Structures and Uses regarding requirements for habitable space and accessory buildings; and amendments to the Code of Ordinances, Schedule Use Chart related to guest/servant quarters and accessory buildings with habitual space. **(Development Services Director Joe Hilbourn)**
 - A. Presentation by Development Services Director Joe Hilbourn
 - B. Conduct Public Hearing
 - C. Take Action

Consent Agenda

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

4. Consider approval of the minutes of the June 16, 2016 City Council meeting. **(City Secretary Stacy Henderson)**
5. Consider calling two public hearings regarding the City of Lucas Tax Rate and Fiscal Year Budget for 2016-2017 with the first public hearing to be held on August 18, 2016 and the second public hearing to be held on September 1, 2016. **(Finance Director Liz Exum)**
6. Consider accepting the resignation of Alternate Member Kevin Wier of the Planning and Zoning Commission. **(City Secretary Stacy Henderson)**
7. Consider adopting Ordinance 2016-07-00839 amending the City of Lucas, Code of Ordinances by amending Appendix C titled "Fee Schedule" adding mowing fees, an administrative fee, and a trash and debris removal fee. **(Development Services Director Joe Hilbourn)**

Regular Agenda

8. Presentation and discussion regarding the provision of law enforcement services by the Collin County Sheriff's Office. **(Councilmember Phil Lawrence)**
9. Discuss and provide guidance to staff regarding the enforcement activity associated with the prohibited use of fireworks. **(Councilmember Tim Baney)**
10. Consider authorizing the City Manager to enter into a construction contract with Structural Assurance, LLC for the construction of the Blondy Jhune Road Bridge Replacement Project in the amount not to exceed \$1,559,781.72 plus a 20% contingency. **(Public Works Director/City Engineer Stanton Foerster)**

11. Discuss and provide guidance to staff regarding the revision and amendment of the Comprehensive Plan including: (**Development Services Director Joe Hilbourn**)
 - Chapter 1 – Introduction
 - Chapter 2 – Demographics
 - Chapter 3 – Housing
 - Chapter 4 – Land Use
 - Chapter 5 – Economic Development
 - Chapter 6 – Parks, Recreation & Open Space
 - Chapter 7 – Streets, Drainage & Master Thoroughfare Plan
 - Chapter 8 – Water System
12. Discuss and consider roadside parking and public safety in the vicinity of Kelly Farm Burger Stand located at 1989 West Lucas Road. (**Councilmember Debbie Fisher and Public Works Director/City Engineer Stanton Foerster**)
13. Discuss Board appointment process, including application amendments, conducting interviews and updating procedures. (**City Secretary Stacy Henderson**)
14. Discuss the nomination process for the 2016 Service Tree Award Program. (**City Secretary Stacy Henderson**)
15. Consider appointing a Grand Marshal for the 2016 Founders Day Parade. (**Mayor Jim Olk**)

Executive Session

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

16. Executive Session: No Executive Session item is scheduled for this meeting.
17. Adjournment.

Certification

I hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on July 18, 2016.

Stacy Henderson, City Secretary

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to Stacy Henderson at 972.912.1211 or by email at shenderson@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas City Council Agenda Request July 21, 2016

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizen Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request July 21, 2016

Item No. 02

Requester: Mayor Jim Olk

Agenda Item:

Community Interest: Presentation of Proclamation for the City of Dallas.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



Proclamation

WHEREAS, the City of Dallas, Texas is a community that through its cosmopolitan atmosphere, provide its residents with expansive opportunities and its visitors with enriching experiences; and

WHEREAS, the Citizen of Lucas, Texas benefit from having access to the many attributes offered by the City of Dallas; and

WHEREAS, on the evening of Thursday, July 7, 2016, darkness engulfed the City of Dallas as violence erupted that would ultimately take the lives of five officers and wounding many others; and

WHEREAS, Dallas Police Chief David Brown, a long-time resident of the City and a 30-year veteran of the Dallas Police Department and the honorable officers of the Dallas Police Department faced an unfolding tragedy with remarkable bravery as they responded to the threat; and

WHEREAS, the City of Lucas is praying for Mayor Mike Rawlins and the Dallas City Council, City of Dallas Police Department and for all public servants affected by this heartbreaking event; and

NOW, THEREFORE, I, Jim Olk, Mayor for the City of Lucas, Texas do hereby proclaim that the City of Lucas is offering its prayers for healing to our friends and neighbors who serve the City of Dallas.

Jim Olk, Mayor



City of Lucas City Council Agenda Request July 21, 2016

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Consider adopting Ordinance 2016-07-00840 amending the Code of Ordinances, Division 8 - Accessory Buildings, Structures and Uses regarding requirements for habitable space and accessory buildings; and amendments to the Code of Ordinances, Schedule Use Chart related to guest/servant quarters and accessory buildings with habitual space.

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

Background Information:

Proposed amendments to the Code of Ordinances, Division 8, Accessory Buildings, Structures and Uses was brought before the Planning and Zoning Commission at their June 9, 2016 meeting for consideration. Proposed changes from the Commission have been incorporated, changes include replacing the term guest/servants quarters with the term habitable space and adding requirements requiring accessory buildings with habitable space to meet minimum standards required by the International Residential Code and providing for permitted uses.

Proposed amendments to the Schedule Use Chart have been included in the proposed Ordinance to reflect the amendments related to guest/servant quarters and accessory buildings with habitual space.

Supporting Documentation:

1. Public hearing notices
2. Proposed Accessory Building language updates
3. Proposed Ordinance 2016-07-00840
4. Proposed Schedule Use Chart

Budget/Financial Impact:

NA

Recommendation from Planning and Zoning Commission:

The Planning and Zoning Commission recommended unanimously to amend Division 8, Accessory Buildings, Structures and Uses replacing the term guest/servants quarters with the term habitable space and adding requirements requiring accessory buildings with habitable space to meet minimum standards required by the International Residential Code and providing for permitted uses.



**City of Lucas
City Council Agenda Request
July 21, 2016**

Requester: Development Services Director Joe Hilbourn

Motion:

I make a motion to approve/deny the amendments to the Code of Ordinances, Division 8 - Accessory Building, Structures and Uses by replacing the term guest/servants quarters with the term habitable space and adding requirements requiring accessory buildings with habitable space to meet minimum standards required by the International Residential Code and providing for permitted uses.



NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas (the “City”), will conduct a public hearing on Thursday, July 14, 2016 at 7:00 p.m. and City Council will conduct a second public hearing on Thursday, July 21, 2016 at 7:00 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider changes to the City’s Code of Ordinances more particularly described as follows:

Amending the supplemental regulations for Division 8. Accessory Buildings, Structures and Uses by replacing the term guest/servants quarters with the term habitable space and requiring accessory buildings with habitable space to meet minimum standards required by the International Residential Code and providing for permitted uses.

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, City Secretary, 665 Country Club Road, Lucas, Texas 75002, email shenderson@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



NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the Planning & Zoning Commission of the City of Lucas, Texas (the “City”), will conduct a public hearing on Thursday, July 14, 2016 at 7:00 p.m. and City Council will conduct a second public hearing on Thursday, July 21, 2016 at 7:00 p.m. at Lucas City Hall, 665 Country Club, Lucas, Texas to consider changes to the City’s Code of Ordinances more particularly described as follows:

Amending the Schedule of Use Chart to reflect changing from allowing guest/servant quarters to accessory buildings with habitual space.

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, City Secretary, 665 Country Club Road, Lucas, Texas 75002, email shenderson@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

(e) Schedule of uses chart.

Use	AO	R2	R1.5	R1	VC	CB	OS	MH	LI	ED
Residential uses										
Accessory buildings	X	X	X	X	S		X	X		X
Caretaker/guard residence	X					X			X	
Community home	X	X	X	X						
Home occupation	X	X	X	X				X		X
Mobil home on individual lot								X		
Mobile home park								X		
Multifamily residence								X		
Registered family home	S	S	S	S						
Accessory Buildings with Habitable Space	X	X	X	X						
Single-family dwelling (detached)	X	X	X	X			X	X		X
Temporary field construction office	X	X	X	X	X	X			X	X



ORDINANCE 2016-07-00840
[ORDINANCE AMENDING CODE OF ORDINANCE
CHAPTER 14 “ZONING”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE LUCAS CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING” BY AMENDING ARTICLE 14.03 TITLED “DISTRICTS” BY AMENDING DIVISION 15 TITLED “SCHEDULE OF USES” BY AMENDING SECTION 14.03.801 TITLED “USE DESIGNATIONS” BY AMENDING SUBSECTION (e) TITLED “SCHEDULE OF USES CHART” TO INCLUDE “ACCESSORY BUILDINGS WITH HABITABLE SPACE”; BY AMENDING ARTICLE 14.04 TITLED “SUPPLEMENTARY REGULATIONS” BY AMENDING DIVISION 8 TITLED “ACCESSORY BUILDINGS, STRUCTURES AND USES” BY AMENDING SECTION 14.04.302 TITLED “ACCESSORY STRUCTURES, BUILDINGS AND USES PERMITTED” TO EXCLUDE TRAILERS, CONTAINERS, COMMERCIAL BOXES OR OTHER SIMILAR STRUCTURES; BY AMENDING SECTION 14.04.304 TITLED “GENERAL ACCESSORY BUILDINGS AND STRUCTURES REGULATIONS” TO INCLUDE REQUIREMENTS FOR ACCESSORY BUILDINGS WITH HABITABLE SPACE; 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) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas, Texas and the City Council of the City of Lucas, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded 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 the City Council of the City of Lucas, Texas is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended;

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Chapter 14 titled “Zoning” by amending Article 14.03 titled “Districts” by amending Division 15 titled “Schedule of Uses” by amending Section 14.03.801 titled “Use designations” by amending Subsection (e) titled “Schedule of uses chart”; and, by amending Article 14.04 titled “Supplementary Regulations” by amending Division 8 titled “Accessory Buildings, Structures and Uses” by amending Section 14.04.302 titled “Accessory structures, buildings and uses

permitted” and by amending Section 14.04.304 titled “General accessory buildings and structures regulations”, to read as follows:

“CHAPTER 14

ZONING

...

ARTICLE 14.03 DISTRICTS

...

Division 15. Schedule of Uses

Sec. 14.03.801 Use designations

...

(e) Schedule of uses chart.

Use	AO	R2	R1.5	R1	VC	CB	OS	MH	LI	ED
Residential uses										
Accessory buildings	X	X	X	X	S		X	X		X
...										
Registered family home	S	S	S	S						
Accessory buildings with Habitable Space	X	X	X	X						
Single-family dwelling (detached)	X	X	X	X		X	X			X
Temporary field construction office	X	X	X	X	X	X			X	X
Educational, institutional, public and special uses										
...										

ARTICLE 14.04 SUPPLEMENTARY REGULATIONS

...

DIVISION 8. Accessory Buildings, Structures and Uses

...

Sec. 14.04.302 Accessory structures, buildings and uses permitted

(a) Accessory structures or buildings may be erected, maintained, and used for purposes which are clearly accessory to the principal or main structure, building or use permitted on the premises. Except in the agriculture district accessory buildings shall be built after the main building or structure.

...

(d) No trailers, containers, commercial boxes or other similar structures shall be used as accessory structures or buildings.

...

Sec. 14.04.304 General accessory buildings and structures regulations

In all residential districts, accessory structures shall comply with the following standards except as may be otherwise specifically provided for in this code:

...

- (4) Accessory buildings that contain Habitable Space as defined by the International Residential Code adopted by the City shall be permitted in compliance with the following:
 - (A) One accessory building containing Habitable Space not exceeding 1,000 square feet in area may be permitted as an accessory use to a single-family residence in R-1 zoning district.
 - (B) One accessory building containing Habitable Space not exceeding 1,250 square feet in area may be permitted as an accessory use to a single-family residence in R-1.5 zoning district.
 - (C) One accessory building containing Habitable Space not exceeding 1,500 square feet in area may be permitted as an accessory use to a single-family residence in R-2 or AO zoning district.

- (D) Detached accessory buildings containing Habitable Space shall be limited to a maximum height of 25 feet measured to the peak of the roof of the structure.
- (E) Accessory buildings containing Habitable Space shall only be occupied by an immediate member of the family that resides in the main building or, if occupied by domestic staff, all adults occupying the quarters shall be full-time domestic servants providing support to the property, health care providers for the residents of the main building or care takers of the property.
- (F) Accessory buildings containing Habitable Space shall meet the requirements of the International Residential Code as adopted by the City from time to time.
- (G) Accessory buildings containing Habitable Space may not be rented out separate and apart from the main structure.
- (H) Any accessory building where a kitchen or food preparation area is provided shall only be permitted on property that is located within an R-2 or AO zoning districts and only with a specific use permit. The specific use permit may only be granted provided the owners of the property enact a deed restriction with the city as party to the deed restriction that prohibits the use of the Habitable Space to be used for lease/barter agreement other than that of the full-time domestic staff providing support to the property, health-care providers for the residents of the main building or care takers of the property.
- (I) Guest servant quarters shall be designed to be architecturally compatible with the main building and constructed of similar materials as the main building.

Secs. 14.04.305-14.04.340 Reserved.”

Section 2. 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 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 4. 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 5. 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 21st DAY OF JULY 2016.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(07-06-2016/77177)

Stacy Henderson, City Secretary



City of Lucas

Council Agenda Request

July 21, 2016

Item No. 04-05-06-07

Requester: City Secretary Stacy Henderson, Finance Director Liz Exum, Development Services Director Joe Hilbourn

Consent Agenda Items:

4. Consider approval of the minutes of the June 16, 2016 City Council meeting.
5. Consider calling two public hearings regarding the City of Lucas Tax Rate and Fiscal Year Budget for 2016-2017 with the first public hearing to be held on August 18, 2016 and the second public hearing to be held on September 1, 2016.
6. Consider accepting the resignation of Alternate Member Kevin Wier of the Planning and Zoning Commission.
7. Consider adopting Ordinance 2016-07-00839 amending the City of Lucas, Code of Ordinances by amending Appendix C titled "Fee Schedule" adding mowing fees, an administrative fee, and a trash and debris removal fee.

Background Information:

Agenda Item No. 7:

The Fee Schedule is being amended to add mowing fees, trash and debris removal fees, and an administrative fee for residential properties that the City mowed for noncompliance.

Attachments/Supporting Documentation:

1. Minutes of the June 16, 2016 City Council meeting.
2. Ordinance 2016-07-839 Amending Master Fee Schedule

Budget/Financial Impact:

NA

Recommendation:

City Staff recommends approval of the Consent Agenda.

Motion:

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



**City of Lucas
City Council Meeting
June 16, 2016
7:00 P.M.**

City Hall - 665 Country Club Road – Lucas Texas

Minutes

Call to Order

Mayor Pro Tem Peele called the meeting to order at 7:00 p.m.

City Councilmembers Present:

Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap
Councilmember Tim Baney
Councilmember Philip Lawrence
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Administrative Assistant Linda West

City Councilmembers Absent:

Mayor Jim Olk
Councilmember Steve Duke

Staff Absent:

City Secretary Stacy Henderson

Mayor Pro Tem Peele determined that a quorum was present. Everyone was reminded to turn off or silence their cell phones and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input:

There was no citizen input from the audience.

Community Interest

2. Community Interest Items:

Mayor Pro Tem Peele reminded those in attendance that the Founders Day event would be held on October 22, 2016 and donations were welcome for the stick-horse rodeo event.

Consent Agenda

3. Consider approval of the minutes of the June 2, 2016 City Council meeting.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Fisher, to approve the Consent Agenda as presented. The motion passed unanimously by a 5 to 0 vote.*

Regular Agenda

4. **Consider approving Resolution R 2016-06-00453 authorizing the City Manager to execute a quitclaim deed for 0.03 acres, more or less, parcel of land to Robert and Carol Winston located west of the Blondy Jhune Road eastern bridge associated with Lot 3A of Replat of Rock Creek Acres.**

Public Works Director/City Engineer Stanton Foerster stated that the land that was purchased by the City in 2003 from Kenneth Enloe had been purchased by Mr. and Mrs. Winston a year earlier as part of a larger land purchase. Mr. Foerster explained that the quitclaim deed would rectify the situation and clarify any future title searches associated with this property if sold.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence, to approve Resolution R 2016-06-00453 authorizing the City Manager to execute a quitclaim deed for 0.03 acres, more or less, parcel of land to Robert and Carol Winston located west of the Blondy Jhune Road eastern bridge associated with Lot 3A of Replat of Rock Creek Acres. The motion passed unanimously by a 5 to 0 vote.*

5. **Consider authorizing the City Manager to submit a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for a trailhead on East Winningkoff Road adjacent to the City's existing water tower and approve Resolution R 2016-06-00449 designating participation and funds.**

A presentation was given by Development Services Director Joe Hilbourn regarding bringing forth a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for a trailhead on East Winningkoff Road. Mr. Hilbourn noted that the difference in this application from prior years was that an easement has been obtained from the North Texas Municipal Water District that connects to the Trinity Trail.

Mr. Hilbourn explained that should the grant be approved, matching funds in the amount of \$11,000 had been budgeted in the City's general account in the 16/17 fiscal year budget.

MOTION: *A motion was made by Councilmember Baney, seconded by Councilmember Lawrence, to approve authorizing the City Manager to submit a grant application to the Collin County Parks and Open Space Project Funding Assistance Program for a trailhead on East Winningkoff Road and approve Resolution R 2016-06-00449 designating participation and funds. The motion passed unanimously by a 5 to 0 vote.*

6. **Consider amendments to the Comprehensive Plan to Chapter 1, Introduction; Chapter 2, Population; Chapter 3, Housing; and Chapter 4, Land Use including the future Land Use Map and Aerial Illustration Map.**

Development Services Director Joe Hilbourn stated that the Planning and Zoning Commission had reviewed this item and their recommendations were included in the draft document. Mr. Hilbourn requested that the City Council review the proposed amendments and notify staff of additional recommendations. Mr. Hilbourn noted that any revised amendments would be taken before the Planning and Zoning Commission for review and final review and approval would be brought before the City Council.

Councilmember Fisher noted that there were significant amendments needed for better clarification and that she would work with the Planning and Zoning Commission and staff to address the necessary revisions.

Rebecca Mark, 2550 Estates Parkway, stated that she and her neighbors had attended the Planning and Zoning Commission meetings relating to this item and requested the City Council review the Land Use Plan associated with their properties along Estates Parkway. Ms. Mark discussed the negative impact that the high school and commercial development would have on their residential properties and stated that the Village Center zoning proposed by the Planning and Zoning Commission would be a good use for the area.

The City Council directed staff to work on amendments to the Comprehensive Plan with assistance of Councilmember Fisher and Planning and Zoning Chairman Peggy Rusterholtz. Any comments or remarks should be forwarded to Councilmember Fisher with revised amendments be taken back to the Planning and Zoning Commission and City Council for consideration.

7. Consider authorizing the City Manager to enter into a Cooperative Purchasing Interlocal Agreement with the City of Garland, Texas.

Public Works Director/City Engineer Stanton Foerster stated that the agreement allows the City to purchase fire hydrant and waterline valve maintenance through the City of Garland.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence, to authorize the Mayor Pro Tem to enter into a Cooperative Purchasing Interlocal Agreement with the City of Garland, Texas. The motion passed unanimously by a 5 to 0 vote.*

8. Discuss and provide direction to the City Manager regarding remaining funding for Street Maintenance for summer 2016.

Public Works Director/City Engineer Stanton Foerster noted that the remaining funds in the Improvements Roads account of the 15/16 budget of approximately \$91,940 had not been allocated. Mr. Foerster recommended allocating those funds to milling and overlay work on Estelle Lane and Moonlight Trail.

***MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Lawrence, authorizing the City Manager to enter into a contract with APAC for an additional \$91,730 for the milling and overlay of Estelle Lane and Moonlight Trail, for a total agreement with APAC not to exceed \$560,690 for all work included in their contract. The motion passed unanimously by a 5 to 0 vote.*

9. Discuss and consider roadside parking and public safety in the vicinity of Kelly Farm Burger Stand located at 1989 West Lucas Road.

Councilmember Fisher discussed concerns regarding parking along the shoulder of the road and in the grass along W. Lucas Road near the Kelly Farm Burger Stand creating a public safety hazard. Councilmember Fisher noted that the northern side of the roadway was within the city limits of Lucas, and the southern portion of the roadway was in Collin County and the extraterritorial jurisdiction of the City of Parker.

Councilmembers further discussed the safety issues that may arise from parking along W. Lucas Road and options for prohibiting parking along the subject area that is within the city limits of Lucas.

City Council directed staff to review roadside parking and public safety in the vicinity of 1989 West Lucas Road and bring back a recommendation to the City Council.

10. Consider authorizing the City Manager to enter into a Development Agreement between the City of Lucas and BlueSky Development LLC for a parcel of land situated in the Calvin Boles Survey, Abstract A0028, Tract 224 being all of a 63.6930 acres of land located east of the intersection of Orr Road and Lucas Creek Drive.

A presentation was given by Development Services Director Joe Hilbourn discussing the development agreement from BlueSky Development LLC for the property located east of the intersection of Orr Road and Lucas Creek Drive. The Development Agreement requested frontage relief on three lots, approximately 9 acres in size. Staff has asked the developer to repave and complete base repairs on East Winningkoff Road and Orr Road with reimbursement of impact fees not to exceed the amount that was collected for road impact fees.

City Council and Mr. Hilbourn further discussed platting procedures and the concept plan relating to this property.

***MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Millsap, to authorize the City Manager to enter into a Development Agreement between the City of Lucas and BlueSky Development LLC for a parcel of land situated in the Calvin Boles Survey, Abstract A0028, Tract 224 being all of a 63.6930 acres of land located east of the intersection of Orr Road and Lucas Creek Drive with a maximum of 17 lots. The motion passed unanimously by a 5 to 0 vote.*

Executive Session

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

11. Executive Session:

There was no Executive Session scheduled for this meeting.

12. Adjournment.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to adjourn the meeting at 7:46 pm. The motion passed unanimously by a 5 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary

Stacy Henderson

From: Kevin Wier
Sent: Wednesday, June 08, 2016 2:07 PM
To: Jim Olk; Joni Clarke; Peggy Rusterholtz
Cc: Stacy Henderson; Joe Hilbourn; Kevin Scott Wier
Subject: P&Z Commission

Mayor Olk, Mrs. Clarke & Mrs. Rusterholtz,

Please accept this email as notification of my intention to step down from the City of Lucas Planning & Zoning Commission immediately. I have greatly enjoyed being a part of the wonderful team of staff, elected officials and appointed citizens to serve the City but my personal obligations and work schedule have become too cumbersome to allow adequate time serve this Commission and City in the manner that I should. I fully intend to stay involved in the matters before the Commission and Council.

I appreciate the opportunity I had to serve the great City of Lucas.

Please let me know if there is any additional information or paperwork you need from me.

Thank you

Kevin Wier



ORDINANCE 2016-07-00839
[AMENDING APPENDIX C TITLED “FEE SCHEDULE”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED “FEE SCHEDULE” BY AMENDING ARTICLE 4.000 TITLED “HEALTH DEPARTMENT” BY ADDING SECTION 4.200 TITLED “NUISANCE ABATEMENT EXPENSES”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the Code of Ordinances of the City of Lucas, Texas be, and the same is, hereby amended by amending Appendix C titled “Fee Schedule”, to read as follows:

“APPENDIX C

FEE SCHEDULE

...

ARTICLE 4.000 HEALTH DEPARTMENT

...

Sec. 4.200 Nuisance Abatement Expenses

The following expenses shall only apply when the nuisance abatement is completed by the City. In the event the City causes the nuisance abatement to be completed by a third party, the actual third party expenses plus a \$100.00 administrative fee shall be billed to the occupant/property owner. Failure to pay the expenses will result in a lien being filed as provided in Articles 6.02 and 6.03 of this Code.

Administrative Fee	\$100.00
Mowing Fee	\$75.00 per acre
Per acre mowing fee includes trash and debris removal up to 0.5 cubic yards of trash	
Any Trash and Debris Removed Over 0.5 Cubic Yard	\$50.00 per each 0.5 cubic yard

...”

Section 2. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances that are not in conflict herewith shall remain in full force and effect.

Section 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

Section 5. 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 21ST DAY OF JULY 2016.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney
(06-20-2016/77473)

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request July 21, 2016

Requester: Councilmember Philip Lawrence
City Manager Joni Clarke
Major Scotty Morrison, Collin County Sheriff's Office
Deputy George White, Collin County Sheriff's Office

Agenda Item:

Presentation and discussion regarding the provision of law enforcement services by the Collin County Sheriff's Office.

Background Information:

On October 1, 2009, the City of Lucas entered into an agreement with Collin County Sheriff's Office to provide law enforcement services.

The functional areas within the Collin County Sheriff's Office are separated into divisions to allow for effective and efficient control of its numerous areas of specialty services. The following summarizes each division's responsibilities.

- The Administrative Services Division is responsible for recruiting, hiring, and training the most highly qualified personnel to staff both the Sheriff's Office and the detention facility. In order to implement new technologies, comply with changing laws, and meet the increasing needs of the county's citizens, the Training Section staff researches, develops, and conducts comprehensive training programs for employees at all levels.
- The Support Services Division includes records, communications, and support service functions. The Records Section handles all processing, maintenance, and storage of Sheriff's Office records, which includes offense, arrest and jail reports, and investigative records. The Records Section also processes arrest warrants received from the court system, and prepares crime reports for the state and FBI. Emergency 9-1-1 phone service, computer-aided-dispatch, and all radio communications are provided in the public safety communications center by staff assigned to the Communications Section.
- The sections within the Field Operations Division are the most highly visible operations in the Sheriff's Office.
 - The Patrol Section is responsible for responding to calls for service from citizens, conducting investigations of criminal violations, detecting, and arresting those who violate the law.
 - The Criminal Investigation Section investigates reported criminal offenses by gathering evidence, collecting statements and preparing all paperwork necessary to file cases with the district attorney's office.



City of Lucas Council Agenda Request July 21, 2016

- The Narcotic Section investigates violations of controlled substance laws involving illegal activities. Field operations works proactively by offering services and educational programs to help citizens reduce their vulnerability to crime.
- The Crime Prevention Section staff conducts home and business security surveys, provides safety programs for children and adults, and maintains the Neighborhood Crime Watch Program.

It is important to highlight the vast array of law enforcement services provided by the Collin County Sheriff's Office and compare that to the law enforcement services that a small municipality is able to provide. The City of Lucas would not be able to offer its citizens such a comprehensive program without a significant financial investment.

The services described offer the citizens of Lucas a lot of value for their investment. The costs to the City for fiscal year 15/16 (October 1 – September 30) includes \$3,100 for operating and maintenance expense and \$87,108 for the deputy's salary for a total of \$90,208. With a population of 6,726, this costs each citizen an annual fee of \$13.41 per person. In addition, the City purchases a vehicle for use by the Lucas deputy every four years. In fiscal year 13/14, the City purchased a vehicle for \$45,300. Assuming a four-year useful life of the vehicle, its annualized cost is \$11,325, which adds a cost of \$1.68 per resident. The bottom line is for \$15.09 annually per Lucas resident, we receive a comprehensive law enforcement program that has experience.

The Collin County Sheriff's Office provides a dedicated deputy to serve the Lucas community and a work schedule is developed based on monthly reporting and analysis of crimes that have occurred. Our agreement goes beyond just the assignment of a dedicated deputy; the Collin County Sheriff's Office also includes all those services previously described. In addition, the City of Lucas benefits from the Collin County Sheriff's Office use of technology to facilitate the efficient allocation of resources. A sample of the reports generated for Winningkoff, Blondy Jhune and Stinson is attached to demonstrate the capability that is available to the City of Lucas.

Attachments/Supporting Documentation:

1. Sample traffic reports for Winningkoff, Blondy Jhune and Stinson
2. 2016 Patrol Activity Report
3. Interlocal Cooperation Agreement for Law Enforcement Services

Budget/Financial Impact:

City staff have projected \$97,700 in the fiscal year 16/17 budget including 60 extra patrol hours at \$45 per hour.



City of Lucas Council Agenda Request July 21, 2016

Recommendation:

Sheriff-Elect Jim Skinner will be taking office in January 2017. Major Scotty Morrison has been appointed as the City's liaison regarding law enforcement services and Deputy George White was appointed as our dedicated deputy and began providing services on June 30, 2016. Our current agreement was effective as of October 1, 2013 and continues for a period of four years from the effective date expiring October 1, 2017. It is a great opportunity to begin to discuss the current provision of services in light of our budget process and the future contract negotiations.

Motion:

NA

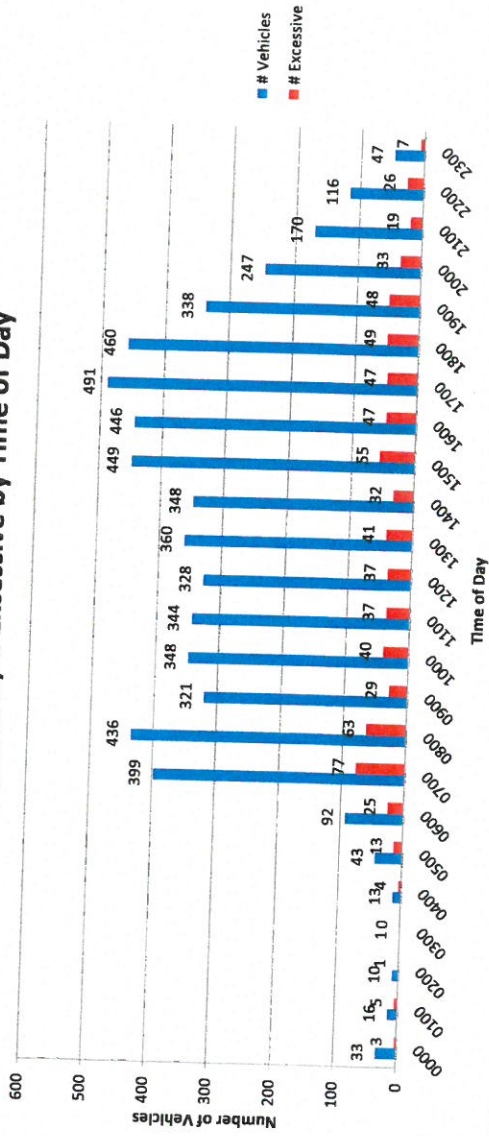
Date: 4/5/16 - 4/12/16

Roadway: Winningkoff Rd

Total	Excessive	%	Posted	Mean
5818	744	13%	35	37

Time	# Vehicles	# Excessive
0000	33	3
0100	16	5
0200	10	1
0300	1	0
0400	13	4
0500	43	13
0600	92	25
0700	399	77
0800	436	63
0900	321	29
1000	348	40
1100	344	37
1200	328	37
1300	360	41
1400	348	32
1500	449	55
1600	446	47
1700	491	47
1800	460	49
1900	338	48
2000	247	33
2100	170	19
2200	116	26
2300	47	7

Vehicles / # Excessive by Time of Day



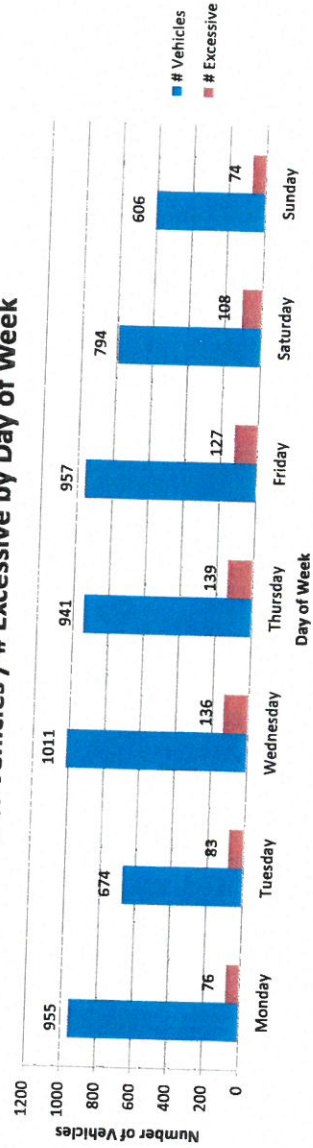
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# Vehicles	955	223	1011	941	957	794	606
# Excessive	76	24	136	139	127	108	74
Total Vehs	955	674	1011	941	957	794	606
Total Exc.	76	83	136	139	127	108	74
Mean	477.5	337	505.5	470.5	478.5	397	303

Week 1

Week 2

Total

of Vehicles / # Excessive by Day of Week



Comments:

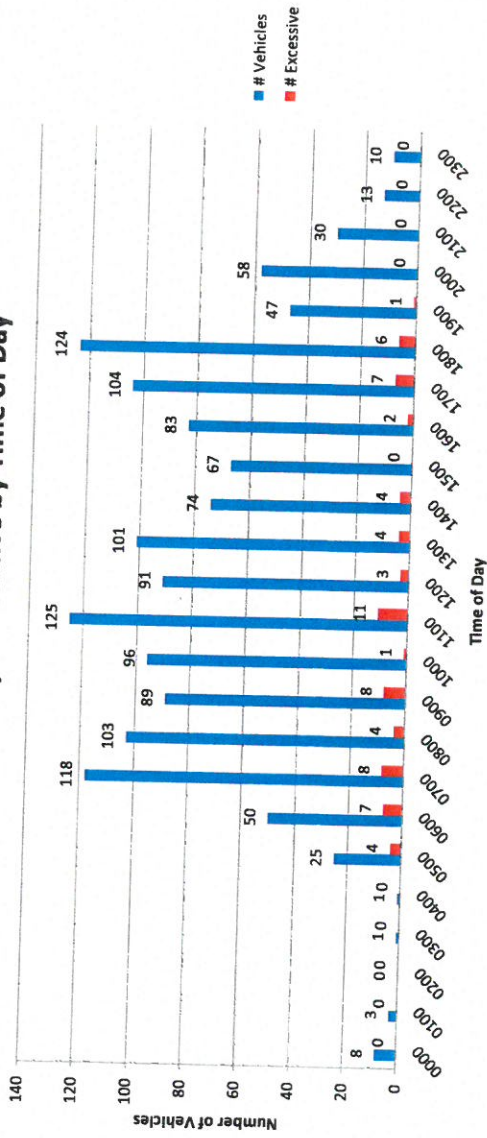
This roadway meets the criteria for enhanced enforcement. The roadway itself indicates above 10% for excessive speeds. Northbound traffic is of a particular concern, in that 17% of all vehicles are excessive within enforceable range. Clearly, Northbound traffic in the mornings, between 0700-0900 are most extreme. *It should be noted that this survey occurred during a holiday weekend, which may have artificially lowered traffic and excessive traffic. A longer survey will certainly be directed.

Date: 4/5/16 - 4/12/16

Roadway: Blondy Jhune			
Total	Excessive	%	Posted
1418	70	5%	30

Time	# Vehicles	# Excessive
0000	8	0
0100	3	0
0200	0	0
0300	1	0
0400	1	0
0500	25	4
0600	50	7
0700	118	8
0800	103	4
0900	89	8
1000	96	1
1100	125	11
1200	91	3
1300	101	4
1400	74	4
1500	67	0
1600	83	2
1700	104	7
1800	124	6
1900	47	1
2000	58	0
2100	30	0
2200	13	0
2300	10	0

Vehicles / # Excessive by Time of Day



Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# Vehicles	165	180	287	279	267	111	129
# Excessive	8	12	12	14	12	7	5
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# Vehicles	0	0	0	0	0	0	0
# Excessive	0	0	0	0	0	0	0
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Total Vehs	165	180	287	279	267	111	129
Total Exc.	8	12	12	14	12	7	5
Mean	82.5	90	143.5	139.5	133.5	55.5	64.5

Week 1

Week 2

Total

of Vehicles / # Excessive by Day of Week



Comments:

Eastbound traffic appears largely compliant and of no real concern. Westbound traffic is not only larger, but has more excessive speeds. Target times seem to be early morning to late morning (0600-1100) and then again at 1700. Overall Excessive Rate is satisfactory; although, Westbound has some concern and is close to 10%. *It should be noted that this study was only one week in duration; however, due to concerns in the Westbound traffic flow, a future study will be planned for the entire 2 week duration in order to confirm consistency. In addition to the above mentioned study duration, this study was conducted on a holiday weekend which may have artificially lowered traffic patterns.

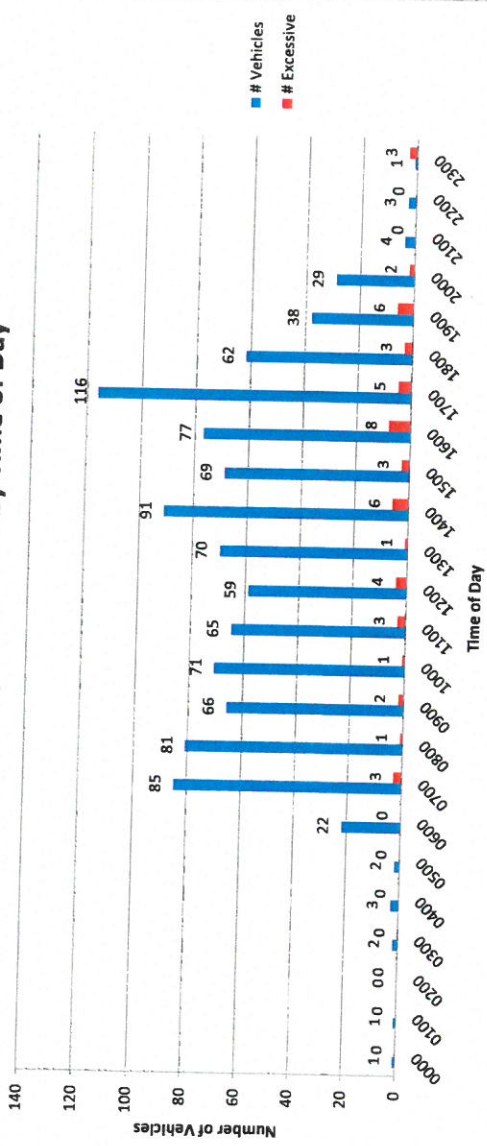
Date:

Roadway: Stinson Rd			
Total	Excessive	%	Mean
1010	52	5%	34

Time	# Vehicles	# Excessive
0000	1	0
0100	1	0
0200	0	0
0300	2	0
0400	3	0
0500	2	0
0600	22	0
0700	85	3
0800	81	1
0900	66	2
1000	71	1
1100	65	3
1200	59	4
1300	70	1
1400	91	6
1500	69	3
1600	77	8
1700	116	5
1800	62	3
1900	38	6
2000	29	2
2100	6	4
2200	3	0
2300	0	1

Time	# Vehicles	# Excessive
0000	1	0
0100	1	0
0200	0	0
0300	2	0
0400	3	0
0500	2	0
0600	22	0
0700	85	3
0800	81	1
0900	66	2
1000	71	1
1100	65	3
1200	59	4
1300	70	1
1400	91	6
1500	69	3
1600	77	8
1700	116	5
1800	62	3
1900	38	6
2000	29	2
2100	6	4
2200	3	0
2300	1	3

Vehicles / # Excessive by Time of Day



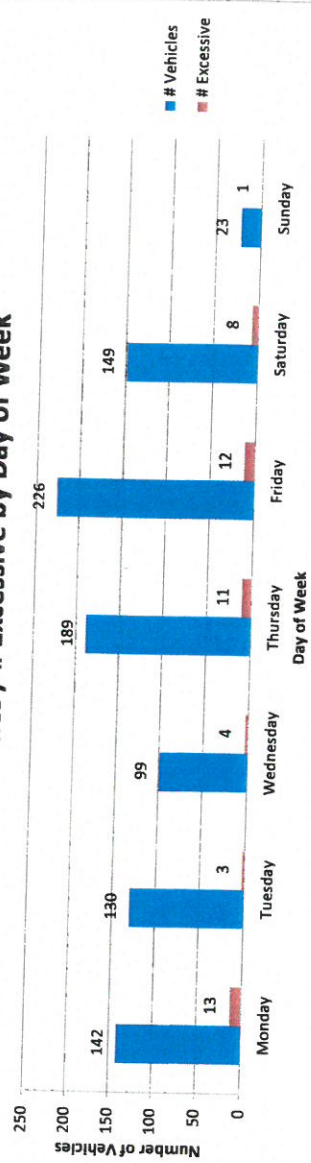
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# Vehicles	142	130	99	148	203	149	23
# Excessive	13	3	4	8	12	8	1
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
# Vehicles	0	0	0	41	23	0	0
# Excessive	0	0	0	3	0	0	0
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Total Vehs	142	130	99	189	226	149	23
Total Exc.	13	3	4	11	12	8	1
Mean	71	65	49.5	94.5	113	74.5	11.5

Week 1

Week 2

Total

of Vehicles / # Excessive by Day of Week



Comments:

Note: this study was only one week in duration. Overall traffic patterns suggest no concerns. Northbound had more excessive, and more total traffic than Southbound, between 1600-1900, but well below levels of concern.

2016 - Lucas Patrol Activity

Name	Days	Calls	Assist	Reports	Arrest	Wrngs	JP Tkts	Vrbl Wrn	Sec Ck	A/W	Sp Asg	Tows	On Duty Crt	Total	Tot/DW
Jan	17	26	13			3		7	70		18			137	8.06
Feb	18	20	14	2		2	1	11	82	1	3			136	7.56
Mar	21	45	14	1			3	9	95	2	4			173	8.24
Apr	18	34	19	3				8	78	1	4			147	8.17
May	18	20	10	3				4	80		4	1		122	6.78
Jun														0	#DIV/0!
Jul														0	#DIV/0!
Aug														0	#DIV/0!
Sep														0	#DIV/0!
Oct														0	#DIV/0!
Nov														0	#DIV/0!
Dec														0	#DIV/0!
Totals	92	145	70	9	0	5	4	39	405	4	33	1	0	715	
	Days	Calls	Assist	Reports	Arrest	Wrngs	JP Tkts	Vrbl Wrn	Sec Ck	A/W	Sp Asg	Tows	On Duty Crt	Totals	

Notes:

Monday & Friday A Shift 7am to 3pm.
 Tuesday Thru Thursday B Shift 3pm to 11pm.
 Schedule is evaluated every 6 months and based on activity may change.

January Lucas COP Patrols -	5
February Lucas COP Patrols -	2
March Lucas COP Patrols -	9
April Lucas COP Patrols -	7
May Lucas COP Patrols -	4
June Lucas COP Patrols -	
July Lucas COP Patrols -	
August Lucas COP Patrols -	
September Lucas COP Patrols -	
October Lucas COP Patrols -	
November Lucas COP Patrols -	
December Lucas COP Patrols -	



Contract Amendment No. _____

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	<u>City of Lucas</u>	Effective Date:	<u>1 Oct 15</u>
	<u>City Manager</u>	Contract No.:	<u>AGR 2015 149</u>
	<u>665 Country Club Road</u>		
	<u>Lucas, Texas 75002</u>	Contract Description:	<u>LAW ENFORCEMENT SERVICES FOR THE CITY OF LUCAS</u>

Awarded by Court Order No.:	<u>2013-613-06-19</u>
Contract Amendment Court Order No 1:	<u>2015-255-05-11</u>
Contract Amendment Court Order No 2:	<u>2016-221-04-104</u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

In accordance with Exhibit "B" Item 3:
Total Reimbursement cost for year (3) commencing October 1, 2015 through and including September 30, 2016 shall be:

Operating and Maintenance:	<u>\$3,100.00</u>
Deputy Salary:	<u>\$87,108.00</u>
TOTAL:	<u>\$90,208.00</u>

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:
Joni Clarke (Print Name)

City of Lucas
City Manager
665 Country Club Road
Lucas, Texas 75002

[Signature]
SIGNATURE
TITLE: City Manager
DATE: 2/18/16

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

[Signature]
Michalyn Rains, CPPC, CPPB
Purchasing Agent
DATE: 4-5-16

4/5/16

STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement for Law Enforcement Services (hereinafter referred to as the "Agreement") is made by and between Collin County (hereinafter referred to as "County"), and the City of Lucas, a municipal corporation (hereinafter referred to as "City").

WHEREAS, City desires to contract with County for law enforcement services to be provided by the Collin County Sheriff's Office ("Sheriff's Office"), as specified herein; and

WHEREAS, County is willing to provide such services subject to and in accordance with this Agreement, and

WHEREAS, City and County mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, 791; and

NOW THEREFORE, City and County, for the mutual consideration hereinafter stated, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2013 (the "Effective Date"), and will continue for a period of four (4) years from the Effective Date

13 AUG - 7 AM 9:44
RECEIVED
PURCHASING AGENT
1

2. COUNTY'S OBLIGATIONS.

2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.

2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.

2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.

2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15th day of each calendar month for the services provided during the immediately preceding month.

2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.

2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):

a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,

b. at the end of the four (4) year term of agreement.

In any instance, the City agrees to bear the replacement cost of any vehicle that is taken out of service and replaced. It is agreed between the City and County that the City, at the termination of this agreement, would have reimbursed the county for all expenses associated with the agreed service. Reimbursement will have been as follows: \$45,300.00 for cost of vehicle less police equipment and accessories, \$7,000.00 for operating and maintenance, and \$77,827.00 for deputy salary in the first year, October 1, 2013 through and including September 30, 2014. Successive years' reimbursement amounts shall be negotiated and mutually agreed by both parties.

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263.152.

2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, sub-contractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.

2.8 County will provide law enforcement services under this Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

3. CITY'S OBLIGATIONS.

3.1 Year one (1), October 1, 2013 through and including September 30, 2014, City will pay to County the sum specified in Exhibit "B", which shall be paid in four equal, quarterly installments beginning on October 1, 2013.

Deputy salary, purchase cost of the vehicle, less police equipment and accessories, and annual maintenance and operations costs (Fuel & Maintenance) of \$7,000.00 are included in arriving at the total amount to be paid by the City. Successive years' reimbursement amount to be paid by City, shall be negotiated and mutually agreed upon by both parties in writing prior to October 1 of each year per Exhibit "B" and shall be paid in four equal, quarterly installments beginning October 1 of each year. During the term of this agreement, in the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request for these additional costs.

3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2013, a copy of the opinion of counsel, as necessary.

3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.

3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

duties on behalf of City and will provide immediate and direct supervision of city employees, agent's contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of County and City.

3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.

3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.

3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

4. SUSPENSION OF SERVICES.

4.1 If City fails to make a payment to the County as required in Section 3.1 within thirty (30) days after the due date, the County, at its discretion, may suspend service until payment is received or may terminate this Agreement pursuant to Section 5.

4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.

4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

5. TERMINATION.

5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.

5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.

5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.

5.4 In the event this Agreement is terminated by either party for any reason. County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.

6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

be the right to make a proportionate reduction in the fee owed to County under this Agreement. The proportionate reduction will be determined by mutual agreement of the parties.

7. LIABILITY. This Agreement is made for the express purpose of County providing law enforcement services to City. Both parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event shall any provision of this Agreement be construed as a waiver of City's or County's sovereign immunity.

To the extent allowed by law, County shall indemnify, hold harmless and defend City from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from County's performance of the terms of this Agreement to the extent such performance relates to or arises from (1) the enforcement of the laws of the State of Texas or Collin County or (2) any act in furtherance of a policy or procedure promulgated by County; provided, County shall not indemnify City for its own negligence, gross negligence or willful conduct or that of City's employees, agents, or representatives. To the extent allowed by law, City shall indemnify, hold harmless and defend County from and against any and all demands, claims, causes of action, damages, losses and liabilities that arise directly or indirectly from City's performance of the terms of this Agreement and County's performance of the terms of this Agreement to the extent County's performance relates to or arises from (1) the enforcement of the ordinances of City or (2) other act or omission in furtherance of a policy or procedure promulgated by City. This Agreement and

the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement.

8. NOTICES. Any notice required by this Agreement shall be sent via the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:
City Manager
City of Lucas
151 Country Club Road
Lucas, Texas 75002

If to Collin County:
Collin County Sheriff's Office
Major of Operations
4300 Community Blvd.
McKinney, Texas 75071

With copy to:
Collin County Purchasing Agent
2300 Bloomdale Road, Ste. 3160
McKinney, Texas 75071

AGREED TO:

COLLIN COUNTY

Judge Keith Self

2300 Bloomdale Road

McKinney, TX 75071

Date

8/20/13

CITY OF LUCAS

City of Lucas

151 Country Club Road

Lucas, TX 75002

Date

Rebecca Mink

EXHIBIT "A"
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit "A" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated _____ (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Hours of Service. Pursuant to the Agreement, County will provide law enforcement service to City during the following dates and times:

Eight (8) hours/day, Five (5) days/week

Schedule to be determined except as noted below

2. Vacation, Compensation, Personal and Sick Time. The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.

3. Overtime. In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

The terms and provision contained in this Exhibit will be evaluated by the parties each calendar quarter, and may be changed from time to time upon agreement by the parties.

EXHIBIT "B"
TO INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This Exhibit "B" is incorporated into the Interlocal Cooperation Agreement for Law Enforcement Services between Collin County ("County") and the City of Lucas ("City") dated _____ (the "Agreement"), and has the same force and effect as if originally written into the text of the Agreement.

1. Total reimbursement cost for year one (1), commencing October 1, 2013 through and including September 30, 2014 shall be at the total cost of \$130,127.00, to include \$77,827.00 for deputy salary, \$45,300.00 for vehicle cost less police equipment and accessories, and \$7,000.00 for operating and maintenance of vehicle. Payment shall be paid in four equal, quarterly installments beginning October 1, 2013. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
2. Total reimbursement cost for year two (2), commencing October 1, 2014 through and including September 30, 2015, shall be negotiated and mutually agreed upon in writing prior to October 1, 2014, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2014. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
3. Total reimbursement cost for year three (3), commencing October 1, 2015 through and including September 30, 2016, shall be negotiated and mutually agreed upon in writing prior to October 1, 2015, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2015. In the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.
4. Total reimbursement cost for year four (4), commencing October 1, 2016 through and including September 30, 2017, shall be negotiated and mutually agreed upon in writing prior to October 1, 2016, to include deputy salary and vehicle operating and maintenance cost. Payment shall be paid in four equal, quarterly installments beginning October 1, 2016. In

the event the annual maintenance and operational costs exceed the agreed upon amount by more than 10% for that year period, the City shall reimburse County in full for these additional charges. County shall provide documentation, upon request from the City, for these additional costs.



City of Lucas Council Agenda Request July 21, 2016

Requester: Councilmember Tim Baney

Agenda Item:

Discuss and provide guidance to staff regarding the enforcement activity associated with the prohibited use of fireworks.

Background Information:

Fireworks are prohibited in the City of Lucas and within 5,000 feet of the city limits.

City staff contacted Major Morrison from Collin County Sheriff's Office regarding the Fourth of July weekend. Deputy George White, who is the dedicated deputy for the City of Lucas, starting working for us on June 30 and worked throughout the entire Fourth of July weekend. Additional resources that provided services from Collin County include the Sheriff's District Unit, Citizens on Patrol and staff from the Fire Marshall's Office.

Public Works and Development Services had staff working (Saturday, Sunday & Monday). They were asked to monitor the City and when they contacted individuals igniting fireworks, they provided a verbal warning and told them to discontinue using illegal fireworks or law enforcement would be contacted. Lucas Fire-Rescue monitored the trailheads and the eastern side of Lucas.

Departmental Summary of Hours Worked over the Fourth of July weekend:

Deputy George White	40 hours
Fire-Rescue Department	75 hours
Public Works Department	42 hours
Development Services Department	<u>12 hours</u>
Total Enforcement Hours	169 hours

In addition to the enforcement staffing, signage at both City Hall and the Fire Station reminded everyone that fireworks are prohibited. An article was included in the July Lucas Leader indicating that fireworks are prohibited and the dangers associated with fireworks, which is mailed to every water customer with their monthly invoice. Information was also included in the weekly recap.

Below represents some staff insight regarding the experiences that occurred over the Fourth of July weekend:



City of Lucas Council Agenda Request July 21, 2016

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Collin County Sheriff's Office: Deputy White received information that the fireworks stand(s) located in Branch were advising their customers that they could go to Lucas to ignite their fireworks. Individuals that were contacted by Deputy White that were igniting fireworks were given a choice of surrendering their fireworks or receive a citation. The above picture represents the confiscated fireworks.

Fire-Rescue: This Fourth of July, we found that approximately half of the citizens we contacted knew that it was illegal to use fireworks within the city limits but chose to do so anyway. These contacts easily complied with our requests to discontinue using the fireworks. The other half that we contacted and did not know about the ordinance also complied without any issues. Friday, July 1, and Saturday, July 2, seemed to have more groups that combined consuming alcohol and using fireworks. After warnings to these groups by Public Works and the Fire-Rescue, law enforcement had to be called to gain compliance. Having a strong law enforcement presence this year was a tremendous help. In addition, the Lucas deputy actually confiscated the fireworks. Our hope is that word will spread through the community regarding this year's Fourth of July experience and reduce the number of individuals using fireworks in Lucas next year. The Fire-Rescue responded to one grass fire on Monday, July 4. A hearty thanks to an alert citizen who was mowing with his tractor when he observed the fire and immediately cut a firebreak with his mower. If it had not been for this action, the fire would have been a much larger fire to manage. On Friday, July 1, the Fire-Rescue responded to one motor vehicle accident located on East Lucas Road, resulting in one patient being transported to the hospital.

Public Works Department: There seemed to be a little confusion with the residents. Some said that they had been shooting fireworks for years and were unaware of the ordinance and others believed they were outside of city limits, when in actuality they were not. In one circumstance, we were told, "we weren't lawyers" and could not make them stop so the Deputy was notified. Most residents, when notified, did comply and we want to thank them for their cooperation. We discussed that the ordinance was applicable within 5,000 feet of the city limits. There was a few long-time residents that did not want to comply with the ordinance but Deputy White was on



City of Lucas Council Agenda Request July 21, 2016

Item No. 09

duty and there to back us up. It would also be helpful to provide people with information on where they could legally ignite fireworks. Lafon's old fireworks lot seemed to be an interesting stop for most of the drivers. I think it would be helpful to post signs around the City reminding folks that fireworks are prohibited in City limits and 5,000 feet outside the city limits. Public Works staff worked all three days, which, in my opinion, was a good proactive move to help improve safety. Some citizens were upset but overall most interactions were cooperative and having the presence of the Deputy White was very beneficial. It may also be helpful to have a preplanning meeting to ensure adequate staffing and good communication.

Development Services: Staff patrolled in the Building Inspection truck and after checking in at the fire station and talking with Chief Leonard about conditions near the old fireworks stands on E. Lucas, we drove through the Cimarron neighborhood. We approached one house simultaneously with Deputy White and watched him shut down a fireworks show. We then headed out to the old fireworks stand on the south side of E. Lucas Road. We drove through the empty parking lot. People seemed to be respecting the "No Trespassing" signs this year. However, people were setting off fireworks at the other old fireworks site across from E. Lucas Road. One car left and we ran off a couple of people in the other car. We stayed at that site about 30 minutes, but no one stopped at either site. We noticed that the flow of outsiders into Trinity Park is way down from last year. We saw only a couple cars coming and going. Kudos to Joe Hilbourn for chasing out unwanted guests last year. We then drove down Arthur Court to check out an email report regarding arials being set off in that neighborhood. There was a huge party with strobe lights at the end of the street, but no fireworks were located when we were there. Then we saw an aerial display to the south. By the time we reached the Alexander Court cul-de-sac, there was only a spent multi-shot box and no one in sight. Prime time for fireworks was 9:00 to 10:00 pm.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas City Council Agenda Request July 21, 2016

Requester: Public Works Director/City Engineer Stanton Foerster

Agenda Item:

Consider authorizing the City Manager to enter into a construction contract with Structural Assurance, LLC for the construction of the Blondy Jhune Road Bridge Replacement Project in the amount not to exceed \$1,559,781.72 plus a 20% contingency.

Background Information:

The Blondy Jhune Road Bridge Replacement Project consists of replacing the west and east bridges on Blondy Jhune Road along with respective roadway approaches. The project is located between Country Club Road and Winningkoff Road. Work includes paving, grading, drainage, bridge structures, approach slabs, retaining walls, signage, and pavement markings, etc.

Sealed bids will be received by the Purchasing Coordinator at City Hall until Wednesday, July 6, 2016, at 2:00 P.M. The Lucas City Council reserves the right to reject any or all bids.

The apparent low bidder was Structural Assurance with a bid of \$1,559,781.72 for concrete bridges. The apparent low bidder and only bidder for the alternate design for a steel truss bridges was also Structural Assurance with a bid of \$1,660,000.00.

Attachments/Supporting Documentation:

- a. Bid Opening Table from July 6, 2016
- b. Bid Tabulations
- c. Recommendation Letter from Metropolitan Infrastructure

Budget/Financial Impact:

This project is funded using account 21-8210-491-121, Blondy Jhune Bridges and Safety Projects. This account was established by certificates of obligation sold in mid-2015. The account currently has balance of \$1,643,194. The funding of the full contingency could come from impact fees.

Recommendation:

Staff does not have a recommendation at this time.



City of Lucas
City Council Agenda Request
July 21, 2016

Item No. 10

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a construction contract with Structural Assurance LLC for the construction of the Blondy Jhune Road Bridge Replacement Project in the amount not to exceed \$1,559,781.72 plus a 20% contingency of \$311,956.00 and to amend the FY 15-16 Budget by using account 21-8210-490-114 Estates Parkway/Rock Ridge Road Project to be used to fund all or a portion of the contingency.

OPENING BIDS

BLONDY JHUNE ROAD - BRIDGE REPLACEMENT

JULY 06, 2016

NUMBER	CONTRACTOR NAME	BID AMOUNT	TIME	NOTES
1	GHB EQUIP CO, Bonham, TX	2,236,840.50	3:00	NO ALTERNATIVE
2	IOWA BRIDGE CULVERT	2,201,861.00	3:05	NO ALTERNATIVE
3	STRUCTURAL ASSURANCE	1,559,781.72	3:06	1,660,000.00
4	McMAHON CONTRACTING	2,078,814.38	3:07	NO ALTERNATIVE
5	ACP	1,832,064.50	3:08	NO ALTERNATIVE

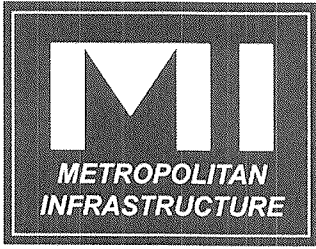
BLONDY JHUNE ROAD - BRIDGE REPLACEMENT PROJECT BIDS

July 14, 2016

Main bid table with columns: ITEM CODE, DESC CODE, DESCRIPTION, QNTY, UNIT, UNIT PRICE, TOTAL (\$), and contractor categories: STRUCTURAL ASSURANCE, ACCELERATED CRITICAL PATH, MCMAHON CONTRACTING, IOWA BRIDGE & CULVERT, GHB EQUIPMENT, ENGINEER'S ESTIMATE *.

Notes:

* Engineer's Cost Estimate includes 10% contingency.



METROPOLITAN INFRASTRUCTURE, PLLC
9601 White Rock Trail, Suite 204
Dallas, TX 75238
(214) 341-1501 office
(214) 534-7830 cell
(214) 341-1640 fax
lfrisbie@metroinfrastructure.com

Mr. Stanton Foerster, PE
Public Works Director
City of Lucas
665 Country Club Road
Lucas, TX 75002

Re: Bid Results for Bridges on Blondy Jhune Rd.

MI 15002

Dear Mr. Foerster,

Metropolitan Infrastructure is pleased to announce that on Wednesday June 29, 2016 five bids were received for the reconstruction of the two bridges on Blondy Jhune Road.

The apparent low bidder was Structural Assurance LLC, and the bid for the construction was **\$1,559,781.72**. An alternative bid for a steel truss bridge was submitted for \$1,660,000.00. The Engineer's opinion of probable construction cost was \$1,925,738.50.

Metropolitan Infrastructure is herewith notifying the City of Lucas that we have reviewed the bid documents as submitted by Structural Assurance, LLC, and have called the references provided. Of the six referrals listed, three provided very positive reviews. The remaining three did not respond.

As such, we recommend that the city move forward with the acceptance of the low bid, as provided by Structural Assurance, LLC.

We look forward to continuing to assist the City of Lucas on this project through the construction phase.

Best regards,

Louis Frisbie, P.E.
Project Manager/President



City of Lucas Council Agenda Request July 21, 2016

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss and provide guidance to staff regarding the revision and amendment of the Comprehensive Plan including:

- Chapter 1 – Introduction
- Chapter 2 – Demographics
- Chapter 3 – Housing
- Chapter 4 – Land Use
- Chapter 5 – Economic Development
- Chapter 6 – Parks, Recreation & Open Space
- Chapter 7 – Streets, Drainage & Master Thoroughfare Plan
- Chapter 8 – Water System

Background Information:

The Comprehensive Plan should be updated periodically to reflect changes in the community. The last update was conducted in 2006. The City had its Comprehensive Plan kick off meeting that included the Planning and Zoning Commission, the Parks and Open Space Board and the City Council on June 7, 2015. The review process for all chapters except Chapter 6 starts with the Planning and Zoning Commission. The Parks and Open Space Board reviewed Chapter 6 and then it was forwarded to Planning and Zoning who revised it.

On June 16, 2016, Chapters 1, 2, 3 and 4 were placed on the agenda for review by the City Council. The City Council requested that any recommended changes to Chapters 1, 2, 3 and 4 be forwarded to Councilmember Debbie Fisher or Development Services Director Joe Hilbourn.

Staff will include the Comprehensive Plan review as a standing agenda item for all sections to provide the City Council with an opportunity to discuss any chapter of the Comprehensive Plan at any City Council meeting.

A workbook will be handed out at the July 21 City Council meeting to assist in the review process of the Comprehensive Plan with the draft of Chapters 1 through 4 included in the workbook. The following schedule will be used to facilitate review of the remaining chapters of the Comprehensive Plan:

Chapter 5 – Economic Development:

- P&Z - July 14
- City Council - August 4



City of Lucas Council Agenda Request July 21, 2016

Chapter 6 – Parks, Recreation & Open Space:

- Parks – June 28
- P&Z – August 11
- City Council – September 1

Chapter 7 – Streets, Drainage & Master Thoroughfare Plan

- P&Z – September 8
- City Council – October 6

Chapter 8 – Water System

- P&Z – October 13
- City Council – November 3

Once the review is complete, City staff will reformat the document and create a cohesive, professional document.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas City Council Agenda Request July 21, 2016

Requester: Councilmember Debbie Fisher and Public Works Director/City Engineer
Stanton Foerster

Agenda Item:

Discuss and consider roadside parking and public safety in the vicinity of Kelly Farm Burger Stand located at 1989 West Lucas Road.

Background Information:

Since the June 16, 2016, City Council meeting, staff has been observing the parking associated with the Kelly Farm Burger Stand along W Lucas Road. Two vehicles have been observed parking on W Lucas Road. One on the south side of the roadway in the City of Parker extraterritorial jurisdiction, and one on the north side of W Lucas Road in the Lucas city limits.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

None

Recommendation:

None

Motion:

I make a motion to...



City of Lucas

City Council Agenda Request

July 21, 2016

Item No. 13

Requester: City Secretary Stacy Henderson

Agenda Item:

Discuss Board appointment process, including application amendments, conducting interviews and updating procedures.

Background Information:

Advertising will begin this month on the City's website as well as the August edition of the Lucas Leader to begin accepting applications to serve on a City of Lucas Board or Commission. Amendments are proposed to the Board/Commission application highlighted in yellow to assist in the application process, and suggestions are included below for consideration regarding the interview process:

1. Candidates attend Council meeting with brief introduction and discussion with the Council
2. Conduct interviews with the top 5 candidates allowing additional time for each candidate
3. Hold a meet and greet open house

Currently, there is one vacant Alternate position available on the Planning and Zoning Commission, and the following Boards have members with terms that will expire in October 2016.

Board of Adjustment:

Randy Barnes

Stuart Fink

Adam Sussman (*appointed as Alternate in November 2015, moved to a regular member position with a term expiring in 2016*).

Planning and Zoning Commission:

Brian Blythe

Andre Guillemaud

Joe Williams

Vacant Alternate Position

Parks and Open Space Board:

David Rhoads

Chris Vanhorn

Brenda Rizos



City of Lucas City Council Agenda Request July 21, 2016

Attachments/Supporting Documentation:

1. Board/Commission amended application

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



CITY OF LUCAS BOARD/COMMISSION VOLUNTEER APPLICATION

Name: _____

Address: _____

Home Number: _____

Work Number: _____

Cell Phone Number: _____

Email: _____

Resident of Lucas: _____ years

Voter Registration No: _____

Choose from the list below the Board/Committee that you would like to serve on in order of your preference. Appointments are made each November with each Board member position serving a two year term.

*Board of Adjustments
Planning & Zoning Commission
Parks & Open Space Board*

1. _____

2. _____

3. _____

What is your personal vision for the City?

Why do you want to serve on this Board/Committee?

What qualifications can you bring to the Board/Committee?

The above phone numbers will be used by the City to contact you. Do you prefer that your listed numbers be available to other committee members?

Yes _____ No _____

Signature: _____

Date: _____

Please mail to:
City of Lucas - Attn: City Secretary
665 Country Club, Lucas, TX 75002
Email: shenderson@lucastexas.us



City of Lucas Council Agenda Request July 21, 2016

Item No. 14

Requester: City Secretary Stacy Henderson

Agenda Item:

Discuss the nomination process for the 2016 Service Tree Award Program.

Background Information:

The City of Lucas established a Service Tree Award Program in 2015 that allows for appropriate annual recognition of an individual, business, youth or civic group who has contributed a significant and useful service to the community. The award consists of planting a living tree on City property and presentation of an award plaque by the Mayor at the City's Founders Day event. In 2015, four service trees were awarded to the First Lucas City Council; Rebecca Mark; Charlie Gaines; and Suzanne Christian Calton and Shirley Biggs Parker.

The following dates have been outlined for consideration:

- | | |
|---|--------------------|
| • Application made available on City website | July 15, 2016 |
| • Application included as part of the August Lucas Leader
<i>(will be a tear-off page on back of newsletter)</i> | July 25, 2016 |
| • Deadline to file an application with the City Secretary | September 9, 2016 |
| • Applications forwarded to Service Tree Nominating Committee
<i>(consisting of Councilmembers Fisher, Duke and Millsap)</i> | September 9, 2016 |
| • Item placed on City Council agenda for nomination consideration | September 15, 2016 |
| • Order trees and plaques | September 16, 2016 |
| • Announce winners and present tree/plaque at Founders Day | October 22, 2016 |

Attachments/Supporting Documentation:

1. Service Tree Application

Budget/Financial Impact:

The Service Tree program account 6211-445 has \$2,478 remaining in the 2015-16 budget.

Recommendation:

NA

Motion:

NA



City of Lucas Community Service Awards Program

The City of Lucas recognizes that many of its citizens, businesses, civic organizations, church, and youth groups contribute in a significant manner to the City each day, without reward or recognition. The program's goals are to applaud and recognize activities that make a positive difference in our City, and to inspire others to think about how they might contribute.

The City of Lucas has established a Service Tree Award Program that allows for appropriate annual recognition of an individual, business, youth or civic group who has contributed a significant and useful service to the community. The award will consist of the planting of a living tree on City property and presentation of an award plaque by the Mayor that will be placed by the Tree. The presentation will take place during the annual City of Lucas Founders Day event. The recipient(s) will have their picture taken and the photo, along with brief article of recognition, will be in the City's monthly newsletter, the Lucas Leader.

To recommend an individual, business, or group for recognition please fill out the Service Tree Award Nominating Form. Additional forms can be found on the City's website at www.lucastexas.us or picked up at the Lucas City Hall. Nominations must be submitted no later than September 9, 2016 to City Secretary Stacy Henderson at shenderson@lucastexas.us or 665 Country Club Road, Lucas, Texas 75002.

City of Lucas Service Tree Award Nomination Form

Nominees to be selected for recognition should meet the following criteria:

- Actions being recognized should benefit the City of Lucas or its residents in a significant manner.
- Nominee may be individual, youth, Church group, Civic or neighborhood group (ex: HOA, garden club), youth group (ex: Boy or Girl Scout troop, 4-H Club), local business, local charity or other organization.
- The Individual must live in the City of Lucas or have lived in the City of Lucas corporate limits during the time the service was performed. If a business or church, they must be located within the City of Lucas.
- All nominees will be reviewed and finalists selected by the Lucas City Council at the September 15, 2016 City Council meeting. The City of Lucas Service Tree Award(s) will be presented to the recipient(s) during the annual Lucas Founders Day event scheduled for October 22, 2016. The recipients will be notified in advance to allow family and friends to attend.

Name of Individual or Group being nominated:

Address: _____

Phone Number: _____

Description of accomplishment or action that benefited the City of Lucas:

Why do you believe this award is merited by this individual or group?

The nominator confirms that to the best of their knowledge, the nominee has not received remuneration for any professional services rendered in performing the community services described above nor was the service performed as part of court ordered community service program. Further, nominee knows and approved of this nomination.

Submitted by: _____ **Date Submitted:** _____

Contact information: _____



City of Lucas Council Agenda Request July 21, 2016

Requester: Mayor Jim Olk

Agenda Item:

Consider appointing a Grand Marshal for the 2016 Founders Day Parade.

Background Information:

In 2015, the Grand Marshal appointed by the City Council was Lee Bauer, retired volunteer firefighter for Lucas Fire-Rescue. The 2015 Founders Day event was cancelled due to inclement weather.

Attachments/Supporting Documentation:

N/A

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

I make a motion to nominate _____ as the Grand Marshal for the Founders Day Parade.



City of Lucas Council Agenda Request July 21, 2016

Item No. 16

Requester: Mayor Jim Olk

Agenda Item:

Executive Session: No Executive Session is scheduled for this meeting.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA