



**City Council Regular Meeting
January 16, 2014, at 6:30 PM
City Hall - 665 Country Club Road**

Minutes

Call to Order

Mayor Rebecca Mark called the meeting to order at 6:30 p.m.

Present or (Absent):

Mayor Rebecca Mark
Councilmember Wayne Millsap
Councilmember Steve Duke
Councilmember Debbie Fisher

Mayor Pro Tem Kathleen Peele
Councilmember Jim Olk
Councilmember Philip Lawrence

Staff Present or (Absent):

Interim City Manager Dan Savage City Attorney Joe Gorfida
Public Works Director Stanton Foerster Code Enforcement Jim Hurley

It was determined that a Quorum was present.

Everyone was reminded to turn off or silence cell phones.

Councilmember Philip Lawrence led everyone in saying the Pledge of Allegiance.

Citizens' Input

1) Citizens' Input.

Brad King, 1195 Brockdale Park Road, Lucas, Texas came forward to speak to the Council in regards to Item # 3. There is nothing that can be done with the noise, etc. as progress continues with the new development. The citizens spoke last month and Council listened. Within days of last month's meeting, there was things changing. There was even a promise from the Collin County Sheriff's Deputy to increase his visibility in the area. Thank you. Mr. King shared some pictures of the destruction to the roadway.

Community Interest

2) Items of Community Interest.

Interim City Manager Dan Savage stated that the City Secretary and several members of staff were attending election training so as to prepare the City for the upcoming May elections.

Regular Agenda

- 3) Discuss and Consider a request from Hillwood Development to improve Brockdale Park Road. **[Savage]**

Interim City Manager Dan Savage stated that last month Council was given an update to the development located outside the city limits. There will be three phases to this development. Within the next two weeks, the developer will begin the first phase of the development, construction of the streets. There will be 100 lots each in the next two phases. The roadway is in poor condition currently and will continue to deteriorate as the development continues.

Hillwood Development is proposing the following:

- Phase I Interim Repairs – including but not limited to, patchwork and chip sealing may be done if needed, as determined by Hillwood/Brockdale, at Hillwood/Brockdale's sole option and expense. This first phase of repairs would be done once the first phase of lots is completed. This is schedule for March 2014 timeframe, and will be funded 100% by Hillwood/Brockdale.
- Phase II Interim Repairs – including but not limited to, patchwork and chip sealing may be done if needed, as determined by Hillwood/Brockdale, at Hillwood/Brockdale's sole option and expense. The second phase of repairs would be completed after the second phase of lots is delivered. Timing will be based upon home sales, but current projections show it to be first quarter of 2016. It will be funded 100% by Hillwood/Brockdale.
- Phase III Permanent Repairs – this would include the improvement described below:

Permanent Pavement Plan

- Full Depth Reclamation with Cement Stabilization (Sta. 0+00 to Sta. 50+00) - Use a pavement reclaimer to pulverize the existing pavement to a predetermined depth, the cement stabilize the pulverized material to optimum moisture, and then compact and grade the stabilized material to form a base or sub-base that is crowned.
- Additional Flex Base (Sta. 0+00 to Sta. 5+50) – This area will require an additional 4 inches of Flex Base mixed with Portland Cement.
- Remove Asphalt and then Add Flex Base (Sta. 20+00 to Sta. 30+00) – This area will require the haul off of 10 inches of surface material and then add 4 inches Flex Base mixed with Portland Cement.
- Final Overlay – Final surface will include a 2" HMAC overlay.

- Roadway Width – The ultimate pavement width will be 24 feet wide.
- Completion Date – The above-mentioned improvements shall be done on or before December 31, 2018, and at such time, shall be in good repair as approved by a third-party engineer. However, the work may be phased or completed by Brockdale at any time provided that the roadway meets the above mentioned specification on the completion date.
- Traffic Control – All work shall be done in accordance with a traffic control plan approved by the City of Lucas.

Miscellaneous

- Guard Rail Repair (Sta. 35+00 and Sta. 40+00) – Restore, replace, or abandon the guard rails between Sta. 35+00 and Sta. 40+00.
- Street Signage – Replace the street signs along Sta. 0+00 to Sta. 50+00 with ornamental signs. Hillwood acknowledges and agrees to take responsibility of maintenance of any ornamental sign that is installed along Brockdale Park Road.

Phase III Permanent Repairs will be funded by impact fees collected by the City from the Brockdale lots. Impact Fees will be \$2,200 per lot, and will be collected as building permits are issued. The City will use 100% of the Brockdale impact fee strictly for the Phase III Permanent Repairs.

The timing of construction of the Phase III Permanent Repairs will commence upon 75% of the impact fees collected within the Brockdale subdivision, provided there are sufficient funds to perform the work; however, the work shall begin prior to the 206th impact fee being collected.

Any excess funds left in the impact fee account once the permanent repairs are completed will be released back to Hillwood no later than 90 days after project completion. In the event there are additional homes to be permitted after the permanent repairs are completed, the City shall continue to collect those impact fees and refund Hillwood. A refund shall be made to Hillwood the sooner of as every 10th home is permitted or on any annual basis. In consideration of Hillwood's participation in this project, developer requests that the City be responsible for the remaining +/-3,000 linear feet of roadway from their entrance to the boat ramp for Lake Lavon (STA 50+00 to 80+00 on the attached exhibit). The developer would also ask the City to seek County participation for the portion of the roadway that they are improving in the current County right of way to be used towards the improvements from STA 50+00 to 80+00, which shall be improved in conjunction with the Phase III Permanent Repairs.

Interim City Manager Dan Savage went on to say if Council wishes to consider this then a Facilities Agreement will need to be drafted and the impact fee collected on each lot. The \$2,200 fee would have to be placed in a separate account and escrowed for the Phase III type work.

There will not be any type of property taxes collected by the City that would help with the maintenance of this road. It appears to be a fair deal, could there be a better deal, perhaps.

Mayor Pro Tem Kathleen Peele stated that Council has commitments already for roadway repairs in the City that would be placed on a higher priority than this road.

Mayor Rebecca Mark asked of the remaining 3,000 feet, how much is City and how much is County? Interim City Manager Dan Savage stated that the County could be responsible for up to 2,000 feet. The County would recognize that the roadway needs to be repaired.

Councilmember Philip Lawrence asked what impact on the City would there be if the timeframe of 2018 moved to 2016. This could be worked out in the Facilities Agreement, said Interim City Manager Dan Savage.

Councilmember Debbie Fisher stated that this road is too narrow. Does the City have right-of-way to widen it in any way? Interim City Manager Dan Savage that a 24 foot roadway in the existing right-of-way is feasible, but would take some shoulder reconstruction. There may not be a reason to make the last 3,000' 24 feet wide. The main reason for the 24 feet wide street is to allow for 2-lanes of traffic. Many streets in Lucas are not 24 feet and many residents drive down the center of the roadway which is not safe.

Councilmember Debbie Fisher asked if Staff could not bring forward a list of road work needing to be done as well as current budgeting available for said road work so that Council can review. This would allow for Council to have a firmer base on which to make their decision.

The City's challenge is how to generate a revenue stream to take care of the repairs and maintenance to this roadway.

Councilmember Jim Olk said that Phase I and Phase II is at the sole discretion of Hillwood/Brockdale, there is no protection for the Lucas citizens who are using the roadway in between those times. They will still have to live with the holes and disrepair of the roadway during the construction time. Interim City Manager Dan Savage stated that it was the City's responsibility to repair this roadway. If the City repaired the roadway now, it will be torn up pretty fast with the current construction traffic. Keep in the mind the road is narrow and there has not been the amount of traffic on this roadway in the past.

Mayor Rebecca Mark said it was reasonable to believe that the developer would begin soon (March 2014) with some of the repairs and improvements with the moving of the batch plant in to the development.

Councilmember Jim Olk asked why the developer could not make some of the repairs to the worst areas, continue to maintain the roadway (keeping them free of potholes and the like), and at the end of the development phase, do the final construction of the roadway.

Interim City Manager Dan Savage stated that if Council wants Staff can take this request back to the developer.

Mayor Rebecca Mark asked Public Works Director Stanton Foerster if this request was reasonable. Public Works Director Stanton Foerster said the roadway is in bad repair today, and over the next few weeks there will be many large trucks using the road. It will destroy the road.

In working with the developer, Public Works Director Stanton Foerster said that this was one of the better options to get the City through until 2018 to maintain the roadway using no city funds. This would give the City a roadway, at the end of the construction phases of the development that would last approximately 5 – 7 years.

Public Works Director Stanton Foerster suggested not asking any repairs be done to the roadway until all the batch plant/road work is done for Phase I.

Councilmember Wayne Millsap stated that the normal roadway impact fees in the City would be \$4,400 per lot. The developer is proposing \$2,200 per lot. The other issue is that the City is signing up to maintain a roadway used by 206 homes, which is not in the city, for the rest of our lives. Councilmember Wayne Millsap suggested that there be a maintenance fee annually that would be used to maintain the road be included in the Facilities Agreement. He asked that the utility district enter into an agreement paying an annual roadway maintenance fee to the City of Lucas.

The City Attorney, Joe Gorfida that the City would need to determine the mechanism to use whether it be an escrow account or a contract for services much like the fire services agreement.

Several Councilmember agree that no monies would be refunded to the developer, all funds would be kept for the maintenance for the roadway.

The City's obligation to complete the road improvement for the last 3,000 feet of Brockdale Park Road would be removed.

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to direct Staff to negotiate a Facilities Agreement with Hillwood Development to improve Brockdale Park Road as follows: keep the first 5,000 feet of roadway somewhat maintained by filling pot holes, etc; take out the time frame for the City and County to have the 3,000 feet of road completed; no monies from the so called impact fees will be refunded and will remain as road impact fees for City use to maintain Brockdale Park Road; provide for an annual

facilities maintenance fee; and bring back to Council. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 7-0.

- 4) Discuss and Consider approval of the minutes from the December 19, 2013 Council; January 6, 2014 Special; January 8, 2014 Special; January 9, 2014 Special; and January 10, 2014 Special meetings. **[Wingo]**

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to approve the minutes from the December 19, 2013 Council; January 6, 2014 Special; January 8, 2014 Special; January 9, 2014 Special; and January 10, 2014 Special meetings as presented. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

Mayor Rebecca Mark recused herself from Item #5 due to proximity of her personal residence. Mayor Rebecca Mark will complete an Affidavit of Conflict of Interest which becomes a part of these minutes. Mayor Pro Tem Kathleen Peele led the discussion.

- 5) Discuss and Consider the approval of an agreement between the City of Lucas and Metropolitan Infrastructure, PLLC for professional services associated with Commission Minute Order # 113675 authorizing TxDOT to construct intersection improvements along FM 2170 and FM 2551 to East of FM 2551 in the City of Lucas, Collin County. **[Foerster]**

City Staff has been meeting with TxDOT, Collin County, and City of Allen to find a way to improve the eastern leg of the Estates Parkway/Angel Parkway intersection.

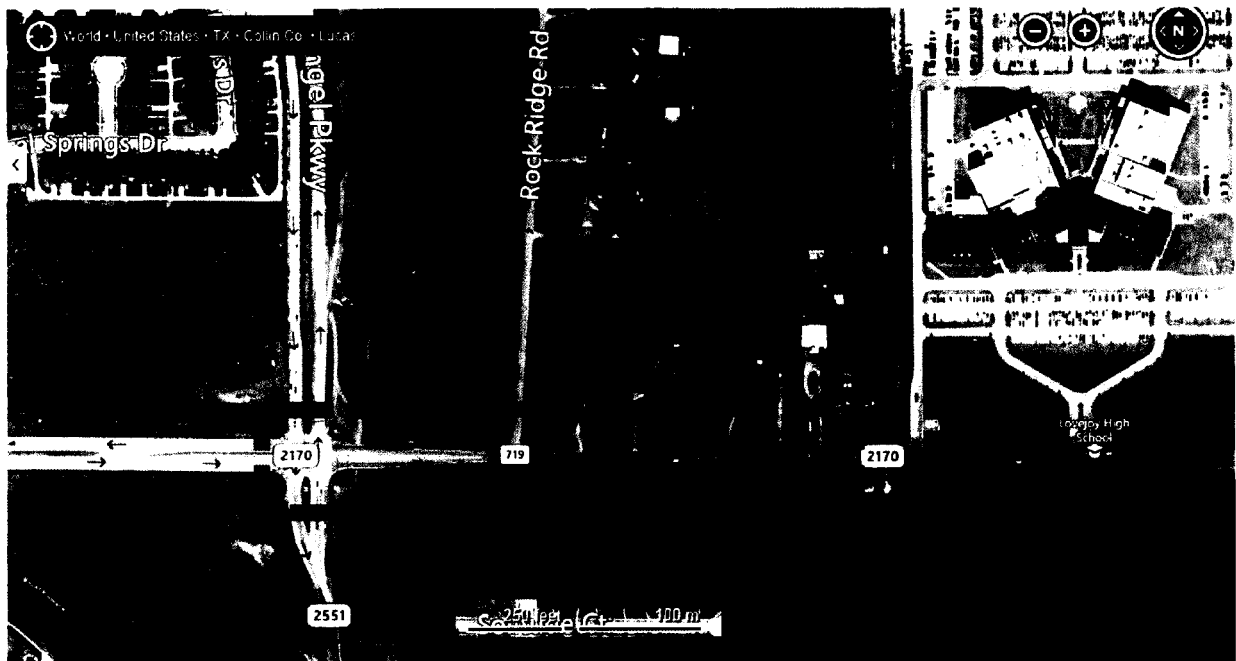
An Advanced Funding Agreement with TxDOT was approved by City Council on December 19, 2013.

Staff will continue to seek funding from Collin County and the City of Allen. To date, neither agency has committed funding to the project. Staff plans to include this project in the most recent county call for projects.

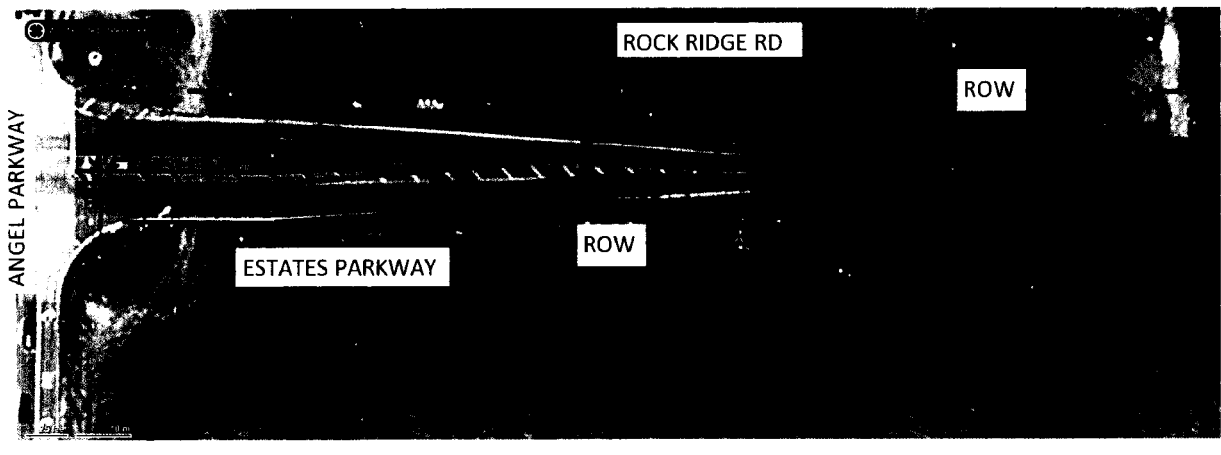
The engineering costs are based on the estimated construction cost and are estimated to be \$50,000 plus a \$20,000 allowance for dealing with TxDOT.

The estimated construction cost for this project is \$550,000.

Estates Parkway Project



Proposed construction layout:



MOTION: Councilmember Wayne Millsap made a Motion to approve the agreement between the City of Lucas and Metropolitan Infrastructure, PLLC for professional services in an amount not to exceed \$70,000 as associated with Commission Minute Order # 113675 authorizing TxDOT to construct intersection improvements along FM 2170 and FM 2551 to East of FM 2551 in the City of Lucas, Collin County. Councilmember Jim Olk seconded the Motion. Motion carried. Vote: 6-0.

Mayor Rebecca Mark rejoined the meeting.

While the Mayor was making her way back to the dais, Councilmember Jim Olk noted that there was a Cub Scout attending the meeting. Jerrod Grimes, Troup 1234, is attending the meeting to capture notes of a multi-sided issue of a City Council Meeting to earn his Communications Merit Badge.

- 6) Discuss and Consider the approval of a contract between the City of Lucas and BW2 Engineers, Inc. for professional services concerning the design of an 8" waterline along Shepherds Creek Drive and obtain necessary easements, contract amount not to exceed \$15,500. **[Foerster]**

This projects consists of a 750 foot 8" waterline along Shepherds Creek Drive with an estimated construction cost being \$60,000. The monies for this project would come from Water Impact Fees collected from Stinson Highlands Phase II.

There is one easement that would be required and estimated engineering cost would be \$5,500.

At this time, Staff is asking that Council consider the ratification of the BW2 Professional Services Agreement in the amount of \$5,500 and authorize Staff to pay for the necessary easement.

MOTION: Councilmember Jim Olk made a Motion to approve a contract between the City of Lucas and BW2 Engineers, Inc. for professional services concerning the design of an 8" waterline along Shepherds Creek Drive and obtain necessary easements and cover the repairs through the easement in an amount not to exceed \$15,500. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 7-0.

- 7) Discuss and Consider the approval of a contract between the City of Lucas and THB Construction, LLC for the installation of 200 linear feet of a 6" waterline with fire hydrant along Lost Valley Drive, contract amount not to exceed \$12,975. **[Foerster]**

This project consists of a 200 foot 6" waterline with fire hydrant along Lost Valley Drive. The work was completed in December 2013 when it was discovered that the waterline was a 2" line and not a 6" as the City had thought. With the development of the Winding Creek Reserve subdivision going into this area a 6" waterline was necessary to increase the water pressure to the area as well as increasing the fire protection services.

The monies for the project will come from the Water Fund Reserves account in the amount of approximately \$12,975.

MOTION: Councilmember Debbie Fisher made a Motion to approve a contract between the City of Lucas and THB Construction, LLC for the installation of 200 linear feet of a 6" waterline with fire hydrant along Lost Valley Drive, contract amount not to exceed \$12,975 to come from the Water

Reserve Funds. Councilmember Steve Duke seconded the Motion. Motion carried. Vote: 7-0.

- 8) Discuss and Consider the basic schematic details for W. Lucas Road concerning location of turn lanes and lane use. **[Foerster]**

Public Works Director Stanton Foerster reviewed the previous discussions for W. Lucas Road. City Council previous approved an Advanced Funding Agreement with TxDOT, July 2013; an Interlocal Agreement with Collin County, September 2013; and a Professional Services Agreement with BW2 Engineers, Inc., November 2013.

The design update now includes a forty-six foot cross section with two through lanes, a painted 4 foot median, and shoulders.

Public Works Director Stanton Foerster stated that there is an option that is a bit more efficient and costs less. However, with Council's past conversations regarding this item, the proposed project is being brought to Council tonight for consideration.

The preliminary cost estimate for the two lane cross section with turn lanes is approximately \$1.8 M. There is approximately 6,000 feet of this road that is in the City of Parker and as of yet Parker has not offered any money for the project. The City of Parker does have access to some county monies that might be made available for this project. Staff will have a discussion with the City of Parker very soon.

The three lane cross section is more within the City's budget, being \$1.4 - \$1.5 M.

MOTION: Mayor Pro Tem Kathleen Peele made a Motion to accept the two lanes cross section with turn lanes option. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

- 9) Discuss and Consider the parking regulations and 2009 Memorandum of Understanding for Lovejoy High School regarding stadium parking. **[Savage]**

In the approved 2009 Memorandum of Understanding the Lovejoy ISD and the City agree that when the high school facility was increased the next time that the parking spaces would increase by 466. The current estimate for one parking space is \$2,500. This would be a construction cost of approximately \$1.1M.

There have been conflicting reports of the parking situation during a football game.

In 2004-2005 the City's Code of Ordinances had a standard of 1 parking space for every 4 seats. The current ordinance, amended in 2011, has a standard of 1 parking space for every 3 seats.

No documentation has been found, but at some point in the past there may have been some off-site parking agreements. An off-site parking agreement could be

between a church and the school. If such an agreement were to be in place, then the City could be a bit more lax with the parking standards. This agreement would make sure that the church had ample parking on Sunday and the school could utilize the church parking lot for events at the stadium. There is some sort of verbal agreement to use the church parking lot currently.

There is a business in town that has excess parking. Perhaps the school could work out some sort of plan to utilize some of this parking during events.

In asking the City Attorney to review some of these things discussed, an unusual paragraph was included in the code. There is the possibility of appealing the parking requirements specified in the current ordinance. City Attorney Joe Gorfida said if this should happen the proper order would be that the City Council rescind the Memorandum of Understanding with Lovejoy ISD and then for the district make application with the Board of Adjustments for an appeal to the parking requirements.

What is being asked of the Council tonight: 1) Does the Council wish to consider relaxing the parking standards? and, 2) Is there a particular path Council wants to pursue, one being the Board of Adjustments application or two, modifying the current ordinance?

Councilmember Steve Duke stated that he had been approached about this subject by Lovejoy ISD Superintendent Ted Moore. After looking into the situation a bit, Councilmember Duke then brought it to the attention of Interim City Manager Dan Savage. Councilmember Duke went on to say that asking the school district to spend upwards of \$1.1M to provide additional parking that is only going to be used a few times a year is ludicrous. Councilmember Steve Duke said Council should consider changing the code or allow them to work out some sort of off-site parking agreement.

Councilmember Philip Lawrence said that the current Memorandum of Understanding is enforceable per the city attorney. The school district is showing good faith going to the church to ask to use their parking lot for additional parking during events. For a major game at the stadium, there will be overflow. Councilmember Lawrence feels that utilizing other resources around the city would be the best option at this time.

Councilmember Wayne Millsap said this issue came up a few years ago. The parking at Grace Church and Hart Elementary has worked well in the past. Councilmember Millsap went on to say that he would be in favor in changing the current requirements and not put an undue burden on the school asking for the additional parking spaces.

Mayor Pro Tem Kathleen Peele would be more comfortable knowing that the school has agreements in place to allow for their overflow parking to be at a church or

retailer. Council could require that the school have a copy of these agreements on file with the City of Lucas.

Councilmember Jim Olk stated that Lucas is a rural area and is opposed to placing concrete when not needed. Councilmember Olk went on to say he could support a reasonable accommodation. Council could rescind the MOU and let the school make application with the Board of Adjustments. The Board of Adjustments then could dictate as part of the variance what needs to be provided such as shared or overflow parking agreements. Or the other option, the Planning & Zoning Commission could look into amending the current ordinance. This situation will also come up with the construction of the new school, Lucas Christian. There are 3 or 4 times a year that parking is an issue at the stadium.

Councilmember Debbie Fisher is in agreement with all the comments made. It is incumbent upon the school to make sure of the safety of the event. Councilmember Fisher feels that Council needs to rescind the MOU and allow the school to go before the Board of Adjustments. Council needs to also ask the Planning & Zoning Commission to look to amend the current ordinance as Councilmember Olk stated the same issue will come up with Lucas Christian Academy and the future Wylie High School. There is also rumors that Plano will be building a school in the future. Councilmember Fisher recommends rescinding the current MOU and amending the current ordinance.

Councilmember Wayne Millsap said that rescinding the MOU might not be the best option. There is a fire lane around the stadium that is called out in the MOU.

Mayor Rebecca Mark recapped the conversation with Council would want to amend the MOU that removes the parking requirements and keep the fire lane reference.

Council agreed not to rescind the MOU until the current ordinance regarding parking requirements has been amended.

MOTION: Councilmember Jim Olk made a Motion to direct Planning & Zoning Commission to look at parking requirements for stadiums, include a definition of stadium, and direct the City Attorney to bring back an amendment to the current MOU between the City and Lovejoy ISD. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

10) Discuss and Consider any direction from Council regarding street sanding for future ice storm events. **[Savage]**

The City of Lucas is not setup do sanding of the roadways during an ice storm event. If Council wishes to have the ability to sand the roadways there needs to be a plan and prioritizing of the roadways to be done. These events are few and far between and cities all over North Texas is determining what needs to be done.

Does Council want to direct Staff to develop a plan, prioritize roadways, and prepare a list of equipment to bring back for consideration? Equipment needs will be dependent upon the services provided.

If Council wishes to move forward with a program, then a suggestion to purchase a sand spreader during the mid-year budget adjustment was made by Interim City Manager Dan Savage.

Councilmember Debbie Fisher said there are school buses that travel our roads and she would support some sort of program to make the roadways safer.

Councilmember Jim Olk stated that Lucas is a rural community and some services are given up in such a community.

Councilmember Steve Duke said the number one job of Council is to keep the City safe. If this type program does that, Council needs to consider providing this service.

Mayor Pro Tem Kathleen Peele said that citizens choose to live here for a reason. Maybe we need to purchase more chainsaws. When the City starts sanding this street and not that one, a whole different situation begins.

Councilmember Philip Lawrence understands the rural setting, however, there are expectations of the services that should be provided. Councilmember Lawrence said to get out of his subdivision there is an incline prohibiting you from exiting the area in an ice storm. If there is an emergency people need to be able to get out of their neighborhood. From a public safety standpoint the City must have something available. Councilmember Lawrence suggests Staff come up with some options and bring it back to Council for consideration.

Councilmember Wayne Millsap said Council should look at adding a sand spreader attachment to a truck and only sand bridges and intersections, not all the streets in the City. There is no budget to do much more than that.

Mayor Rebecca Mark would like to have more facts prior to making a decision on this. Council could have Staff put together a package to include the cost of a spreader, some overtime, and cost of sand to be brought back to Council at a later time.

MOTION: Councilmember Jim Olk made a Motion to direct Staff to prepare a preliminary plan to include equipment, staffing needs, and provide for a mid-year budget adjustment. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote: 6-1, Mayor Pro Tem Kathleen Peele voting NAY.

- 11) Discuss and Consider a recommendation to annex Willow Springs Middle School to enable Fire Department to provide direct ambulance service to the property.
[Savage]

Interim City Manager Dan Savages states that sometime in March the Fire Department will begin providing the citizens of Lucas with advanced life support ambulance services. This is going to be a major accomplishment for the City of Lucas.

The City should take delivery of the new ambulance around the 1st of March and the state has approved the department for advance life support first responder capability. All the equipment has been acquired through the lease/purchase program, other than the ambulance being delivered. All the drugs, supplies, and minor equipment to outfit the ambulances has been purchased.

The middle school front parking lot is in the city limits. The sports field and the building are in the county. The City currently has a contract with East Texas Medical Services for ambulance service for the city. The County has a contract to cover certain portions of the county, including areas surrounding Lucas that are not in an incorporated city. Should the need arise today for ambulance service to the middle school, East Texas Medical Services would respond. Their closest ambulance is stationed at Wylie Fire Station on Country Club Road, some six miles away. The City's fire station is just across the street and could respond much quicker.

The school is surrounded by the city. While perhaps not all students are Lucas citizens, Interim City Manager Dan Savage feels that the city providing ambulance service to the school is the best option.

The school district would go along with the annexation should Council wish to move forward. There is a potential loss in water revenue of approximately \$8 - \$10K due to the water rates reverting to in-city rates with the annexation. This is just an approximation due to the school not going through a full year water cycle.

If Council chose not to consider the annexation then Interim City Manager Savage stated that a contract between the City of Lucas and Lovejoy ISD to provide ambulance service. Some cities are questioning whether to charge a resident and non-resident fee for this type services. For example, the City could charge \$600 for a resident and \$700 for non-resident. Other items that could be charged is supplies used, mileage, oxygen, and the like.

Staff needs direction from Council at this time.

Councilmember Wayne Millsap said the right thing to do is provide ambulance service and we lose the water revenue. It is surrounding by the city on all sides and Council's goal over the past few months is to fill in those holes created by out-of-city property. The right thing to do is to annex the school.

Councilmember Philip Lawrence said he would hold comments for last.

Mayor Pro Tem Kathleen Peele would prefer to enter into an agreement for these services. Annexation of the school has no benefit for the city as they do not pay property taxes. The City would be better off with a contract that explicitly states the city's obligations.

Councilmember Steve Duke had no comments.

Councilmember Jim Olk said the water rates are set to cover the costs. To lose \$8-\$10K annually is not a great loss. Councilmember Olk said if his children were in this school and was waiting on an ambulance it should be from Lucas and not East Texas Medical Services. There have been some issues with response time and level of care and Councilmember Olk would rather see our first responders answering those calls. Councilmember Olk fully supports the annexation of the school.

Councilmember Debbie Fisher prefers an interlocal agreement and would not be opposed a contract amount for the water. The ambulance service is needed by the school. Councilmember Fisher wants to avoid a jurisdiction battle over who is responsible.

Mayor Rebecca Mark stated that Council all seems in agreement that the kids need to be protected the best way possible. It is cleaner to annex the school rather than enter into a long term agreement. It is easier to regulate an expansion of the school should they choose to do so in the future. Mayor Mark is not concerned at all with the loss of water revenue.

Councilmember Philip Lawrence feels the intention is to provide adequate ambulance service to the kids. Whether it be by contractual agreement or annexation this could be accomplished. Councilmember Lawrence would like to see an agreement to make sure that the children are covered for ambulance service. The loss of water revenue should not even be considered as part of the discussion of providing ambulance service to the school.

Councilmember Wayne Millsap said that Council had set a policy to close in and annex all the property inside the city limits of Lucas. There is a conflicting situation, the school is in our fire district and the fire department will answer a call to put out a fire in the building. But should one of the kids need an ambulance they have to wait for an ambulance to come from East Texas Medical Services when there is an ambulance across the street. The school will not pay the cost of the ambulance service, the patient will be responsible. It seems odd that Council wants other properties in the city to be annexed. Properties where the city is asked to put in roads, waterlines, etc. But when it comes to the school there is a question whether or not to annex. This is weird situation stated Councilmember Millsap. Councilmember Millsap asked if other cities exclude the schools from their city and

does not provide these type services. This seems to be contradictory to what the city has been trying to do.

Councilmember Philip Lawrence said he did not have all his questions answered about the annexation. The contract does not have to charge a fee to the school. The cost of the ambulance service would be the responsibility of the patient.

Mayor Pro Tem Kathleen Peele said the city annexes to control development. The school is developed already.

The City Attorney stated that the school district can come forward with an application for annexation.

MOTION: Councilmember Wayne Millsap made a Motion to proceed forward with the annexation of annex Willow Springs Middle School to enable Fire Department to provide direct ambulance service to the property. Councilmember Jim Olk seconded the Motion. **Motion failed.** Vote: 3-4, Councilmember(s) Debbie Fisher, Philip Lawrence, Steve Duke and Mayor Pro Tem Kathleen Peele voting NAY.

MOTION: Councilmember Debbie Fisher made a Motion to direct staff to proceed with a contract between the City of Lucas and Lovejoy ISD to provide direct ambulance and EMS services to Willow Springs Middle School. Councilmember Philip Lawrence seconded the Motion. Motion carried. Vote 4-3, Mayor Rebecca Mark, Councilmember(s) Jim Olk and Wayne Millsap voting NAY.

- 12) Discuss and Consider authorizing Wiginton Hooker Jeffrey P.C. to prepare construction documents for the Lucas Fire Station Expansion project. **[Savage]**

The architect is currently working on the schematic design and we do not have a revised cost estimate but should have this done by next week. Staff asks for Council to authorize Wiginton Hooker Jeffrey P.C. to prepare construction documents for the Lucas Fire Station Expansion project should the cost estimate remain within the budget of \$2.3M. If the revised estimate is higher, it will be brought back to Council for review.

MOTION: Councilmember Debbie Fisher made a Motion to authorize Wiginton Hooker Jeffrey P.C. to prepare construction documents for the Lucas Fire Station Expansion project upon approval by Interim City Manager, provided it stays within budget. Mayor Pro Tem Kathleen Peele seconded the Motion. Motion carried. Vote: 7-0.

City Attorney Joe Gorfida asked the Mayor and Council to go back and address Item # 11 further. Upon speaking with the school district there are some concerns that need to be addressed.

MOTION: Councilmember Jim Olk made a Motion to readdress Item # 11. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

In speaking with the school district, City Attorney Joe Gorfida stated there is the possibility that the school might want to voluntarily annex into the City. The school board would discuss this and make a decision.

More importantly, Lovejoy ISD has a contract with East Texas Medical Services via the County and might not be able to be released from this contract.

There is a coalition of cities that contract with East Texas Medical Services. There is a meeting on the 23rd and it possibly could be discussed at that meeting. There may be a mutual aid situation that Lucas could enter into an agreement to provide first responder service to the school.

Executive Session

The City Council convened into Executive Session at 9:33 p.m.

- 13) The City Council pursuant to Section 551.074 of the Texas Government Code may convene into Executive Session to discuss the hiring and appointment of the City Manager.

Regular Agenda

The City Council convened into Regular Session at 11:40 p.m.

- 14) Take any action as necessary from the Executive Session.

MOTION: Councilmember Debbie Fisher made a Motion to authorize the Mayor to negotiate an employment contract between the City of Lucas and Joni Clarke. Councilmember Wayne Millsap seconded the Motion. Motion carried. Vote: 7-0.

- 15) Adjournment.

MOTION: Councilmember Wayne Millsap made a Motion to adjourn the meeting at 11:49 p.m. Councilmember Debbie Fisher seconded the Motion. Motion carried. Vote: 7-0.

These minutes were approved by a majority vote of the City Council on February 6, 2014.



A handwritten signature in black ink, appearing to read "Rebecca Mark", written over a horizontal line.

Rebecca Mark
Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Kathy Wingo", written over a horizontal line.

Kathy Wingo, TRMC, MMC
City Secretary

AFFIDAVIT OF CONFLICT OF INTEREST

STATE OF TEXAS §

§

COUNTY OF COLLIN §

I, Rebecca Mark, as Mayor of the City Council of the City of Lucas, Texas, make this affidavit and hereby state on oath that I, or a person related to me, has a substantial interest in a business entity or tract of real property that would be peculiarly affected by a vote or decision of the City Council as those terms are defined in Chapter 171, TEX. LOC. GOV'T CODE.

The business entity or property is located at 2550 Estates Parkway, Lucas, Texas, 75002.

I have a substantial interest in this business entity or property for the following reasons: (check all which are applicable)

- ☐ Ownership of 10% or more of the voting stock or shares of the business entity.
- ☐ Ownership of 10% or more or \$15,000 or more.
- ☐ Funds received from the business entity exceed 10% of my income for the previous year.
- ☐ Real property is involved and I have an equitable or legal ownership interest in the real property, with a fair market value of at least \$2,500.
- ☐ A person related to me in the first degree by consanguinity or affinity as determined by Chapter 573, TEX. GOV'T CODE has a substantial interest in the business entity or property.
- ☒ Other Lives within 200 ft. of affected road way.

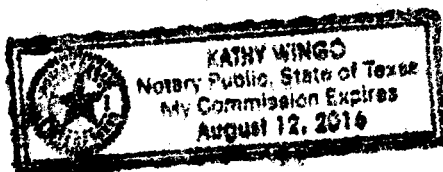
Upon the filing of this affidavit, I affirm that I will abstain from voting on any decision involving this business entity and from any further participation in this subject matter whatsoever.


Sign this 16th day of January, 2014.



Signature of Official

This instrument was acknowledged before me on the 16th day of January, 2014, by Rebecca Mark, the public official indicated above.





Kathy Wingo
Notary Public, State of Texas