



AGENDA

City of Lucas
City Council Meeting
February 16, 2017
7:00 PM
City Hall – Council Chambers
665 Country Club Road – Lucas, Texas

Notice is hereby given that a City of Lucas meeting of the City Council will be held on Thursday, February 16, 2017 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas, 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

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. Citizens' 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. Items of Community Interest.

Discuss pending legislation that is being considered by the 85th Legislature and provide guidance to City Staff and City Attorney. (**City Manager Joni Clarke**)

Consent Agenda

3. Consider approval of the minutes of the January 26, 2017 Town Hall meeting. (City Secretary Stacy Henderson)
4. Consider approval of the minutes of the February 2, 2017 City Council meeting. (City Secretary Stacy Henderson)
5. Consider approving a Proclamation declaring March 19-25, 2017 as Poison Prevention Week. (City Secretary Stacy Henderson)

Regular Agenda

6. Consider the provision of residential and commercial solid waste collection/disposal, recycling related services including curbside residential recycling and e-waste/household hazardous waste removal, residential bulk/brush/yard waste collection services. (City Manager Joni Clarke)
 - A. Receive a presentation from Community Waste Disposal (CWD) regarding waste and recycling programs that are available to the City of Lucas including:
 - Solid waste residential collection
 - Solid waste commercial collection and the provision of dumpsters
 - Recycling services including e-waste/household hazardous waste/household metal appliances options/green waste programs
 - Residential bulk/brush/yard waste collection services
 - B. Provide direction to staff regarding the types of refuse-related services to be provided to the citizens of Lucas and the process to consider in acquiring a provider for those services and the negotiation of contract with selected contractor.
7. Discuss moving the 2017 Founders Day event to April 14, 2018. (Development Services Director Joe Hilbourn)
8. Discuss and provide feedback to staff regarding the City's annual Keep Lucas Beautiful Clean Up Event scheduled for April 22, 2017. (Development Services Director Joe Hilbourn)
9. Discussion regarding Article IV, Section 3 of the Friends of the Lucas Fire-Rescue, Inc., Bylaws regarding appointment of the Board of Directors, and take action to reappoint Kathleen LoSapio and Linda Abston for a two-year term beginning March 1, 2017 through March 1, 2019. (Councilmember Millsap)
10. Consider setting the date of July 27, 2017 for the 2017-2018 budget workshop session. (Finance Director Liz Exum)

Executive Session

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

11. The City Council may enter into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the purchase, exchange, lease or value of real property within the City of Lucas. (Mayor Jim Olk)

12. Reconvene into open session and take any action necessary as a result of the Executive Session.
13. 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 February 10, 2017.

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 February 16, 2017

Item No. 01

Requester: Mayor Jim Olk

Agenda Item:

Citizens' Input

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request February 16, 2017

Requester: City Manager Joni Clarke

Agenda Item:

Items of Community Interest:

Discuss pending legislation that is being considered by the 85th Legislature and provide guidance to City Staff and City Attorney.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request February 16, 2017

Item No. 03-04-05

Requester: City Secretary Stacy Henderson

Consent Agenda Items:

3. Consider approval of the minutes of the January 26, 2017 Town Hall meeting. (City Secretary Stacy Henderson)
4. Consider approval of the minutes of the February 2, 2017 City Council meeting. (City Secretary Stacy Henderson)
5. Consider approving a Proclamation declaring March 19-25, 2017 as Poison Prevention Week. (City Secretary Stacy Henderson)

Background Information:

NA

Attachments/Supporting Documentation:

1. Minutes of the January 26, 2017 Town Hall meeting
2. Minutes of the February 2, 2017 City Council meeting
3. Poison Prevention Week Proclamation

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.



Town Hall Meeting
January 26, 2017
6:30 P.M.
City Hall - 665 Country Club Road – Lucas Texas
Minutes

Call to Order

Mayor Olk called the meeting to order at 6:30 p.m. and introduced City Council members present, staff members present, and board members from the Planning and Zoning Commission and the Parks and Open Space Board.

City Council Members Present:

Mayor Jim Olk
Councilmember Tim Baney
Councilmember Wayne Millsap

Staff Present:

City Manager Joni Clarke
Executive Assistant/Special Projects Coordinator
Cathey Bonczar
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster

Planning and Zoning Commission Members Present:

Chairman Peggy Rusterholtz
Andre Guillemaud

Parks and Open Space Board Members

Present:

Chairman David Rhoads
Joanne Doucet

Regular Agenda

1. **Discuss the 2014 update of the Collin County Mobility Plan and how it relates to the City of Lucas Thoroughfare Plan.**

Mayor Olk welcomed all in attendance and thanked everyone for taking time to attend the meeting. Mayor Olk discussed the differences between Collin County's Thoroughfare Plan and the City's Thoroughfare Plan. Mayor Olk stated that the City Council and staff were looking for input from the citizens regarding their thoughts and concerns regarding both plans, and encouraged everyone to ask questions as the meeting progressed.

2. **Discuss updates and revisions to the City of Lucas Thoroughfare Plan.**

Mayor Olk introduced Public Works Director/City Engineer Stanton Foerster who gave a brief overview of the differences between the Collin County Thoroughfare Plan and the City of Lucas Thoroughfare Plan. Discussions occurred regarding changes to the plan, when those changes occurred, and where we are today. Mayor Olk and Public Works Director/City Engineer

Foerster stated that these projects were not funded, and that further changes could occur. Citizens expressed their desire to keep the roads to two lanes where possible to avoid pass through traffic.

3. Discuss updates to the North Central Texas Council of Governments (NCTCOG) Regional 10-Year Plan.

Mayor Olk noted that none of the surrounding cities (Allen, Fairview, Wylie, St. Paul) were in favor of routing traffic as shown on the Collin County plan. Mayor Olk stated that Collin County was considering other options and at some point, will need to negotiate a final plan. He explained that the State will take into consideration the City's input, but ultimately the County and State decisions would override the City's recommendations to the plan if agreements for change were not reached. Mayor Olk stated the importance of citizens taking an active role in attending meetings and letting the City know what they would like to see for Lucas.

4. Facilitate completion of the Transportation Plan Survey and receive citizen feedback.

Citizens asked questions about the impact of these plans to various roads, shared stories of personal experiences in dealing with changes associated with growth and expansions in other cities, asked questions regarding the use and acquisition of easements verses rights-of-way, and asked if there were any plans that had been previously discussed regarding the property near the intersection of W. Lucas, E. Lucas, and Southview. They additionally expressed concerns about the following:

- More traffic could lead to higher crime, more accidents, and more noise
- A strong desire for no roundabouts anywhere in the city
- Possible street widening (prefer to keep streets less attractive to high traffic)
- Who has responsibility for maintaining various roads (City, County, State)
- Maintenance and repair of Lucas roads

Citizens also stated that the widening of East Lucas, West Lucas, and Southview Roads could be a good thing. With the current and future growth in the city, expanding these roads to 4 lanes could provide for safer passage of vehicles, less accidents, and possibility of lower traffic noise as the roads would be better constructed to support the higher number of vehicles using the roads.

Mayor Olk discussed that the expansion of Angel Parkway and Parker Road, and felt that this would most likely be a more attractive alternative route for traffic given that these roads will be wider with fewer stop lights to slow traffic.

Mayor Olk and Public Works Director/City Engineer Foerster discussed traffic calming designs to Lucas roads, and the maintenance of city roads. Mayor Olk noted that the current year's budget was \$750,000 for roadway maintenance; however, estimates for the total cost of road repairs far exceeds that amount. Priority for repairs are being considered based on the current road conditions, amount of traffic, best design for long term sustainability, and other factors.

5. Adjournment

The meeting was adjourned at 8:05 p.m.

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



City of Lucas
City Council Meeting
February 2, 2017
7:00 P.M.

City Hall - 665 Country Club Road – Lucas Texas
Minutes

Call to Order

Mayor Olk called the meeting to order at 7:00 p.m.

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Wayne Millsap (*arrived at 7:23pm*)
Councilmember Tim Baney
Councilmember Steve Duke
Councilmember Philip Lawrence
Councilmember Debbie Fisher

Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director/City Engineer Stanton Foerster
Finance Director Liz Exum
Cathey Bonczar, Executive Assistant/Special Projects
Coordinator

City Staff Absent:

Joe Gorfida, City Attorney

Mayor Olk 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.

Community Interest

2. Community Interest Items.

Discuss pending legislation that is being considered by the 85th Legislature and provide guidance to City Staff and City Attorney.

Mayor Olk noted that this item would be a standing item on the agenda with updates from the City Attorney and City Manager while the 85th Legislature was in session, paying attention to items that would prohibit the City to self-govern.

Councilmember Fisher discussed a letter received from Senator Taylor's office regarding water systems, infrastructure and improvements to the permitting process. Councilmember Fisher suggested this be an item to watch further.

Mayor Olk also noted that the Transportation Town Hall meeting was held on January 26 with approximately 80 people in attendance, and received good input regarding the City's Thoroughfare Plan.

Consent Agenda

3. Consider approval of the minutes of the January 19, 2017 City Council meeting.
4. Consider adopting Ordinance 2017-02-00848 ordering a General Election to be held on May 6, 2017 for the purpose of electing two City Councilmembers for Seat No. 1 and Seat No. 2, designating location of a polling place, ordering Notice of Election and authorizing execution of a joint election agreement.
5. Consider approving a Proclamation declaring May 2017 as Building Safety Month.

Councilmember Fisher stated that she would like to remove Agenda Item No. 3 from the Consent Agenda to discuss further.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to approve Agenda Item Nos. 4 and 5 on the Consent Agenda. The motion passed unanimously by a 7 to 0 vote.*

Regular Agenda

3. Consider approval of the minutes of the January 19, 2017 City Council meeting.

Councilmember Fisher noted that she had sent her corrections to Mayor Olk, City Manager Joni Clarke and City Secretary Stacy Henderson earlier in the day and would like the following language added to the minutes identified in *italics*.

Page 4, paragraph 2, the statement read "Councilmember Fisher and Councilmember Baney discussed the proposed Village Center rezoning noting that there was existing commercial property in the area that had not been developed and concerns associated with *an actual need for more commercial property in the City. Councilmember Fisher questioned if two of the lots could be developed alone and cause potential problems for selling the other properties and was told that was true.*"

Page 4, paragraph 3, last sentence, the statement read "The Council discussed the tighter controls in place that accompany Village Center rezoning. *Councilmember Fisher pointed out the approved Land Use Chart does not in fact provide tighter controls.*"

Mayor Olk also noted that on Page 4, last sentence of the Motion, the words "*which is considered a no vote*" be removed.

MOTION: *A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to approve the minutes as amended. The motion passed unanimously by a 7 to 0 vote.*

6. Presentation and discussion from Lovejoy High School students participating in the Lovejoy ISD Independent Studies program:

Davis Mosel, Coding
Carrie Duke, Food Insecurity

Mayor Olk announced that students from Willow Springs Middle School would also be participating in the Lovejoy ISD Independent Studies Program this year and introduced students Davis Mosel that presented his topic on Computer Software Coding and Programming, and Carrie Duke who presented her topic on Food Insecurity in countries around the world and agricultural education.

7. Consider appropriating \$150,000 from the Water Fund Reserves to Account Number 8210-490-104 to implement Phase One of the water meter replacement program.

Mayor Olk noted that this item was brought before the Council at their January 19, 2017 meeting for discussion as part of the water meter replacement program.

***MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Baney to appropriate \$150,000 from the Water Fund Reserves to Account Number 8210-490-104 to implement Phase One of the water meter replacement program. The motion passed unanimously by a 7 to 0 vote.*

8. Consider creating a position in the Public Works Department for a Public Works Specialist I with annual personnel costs, including salary and benefits totaling \$44,902.

Mayor Olk noted that this item was also brought before the Council at their January 19, 2017 meeting for discussion as part of the water meter replacement program.

***MOTION:** A motion was made by Councilmember Lawrence, seconded by Councilmember Millsap to approve the Public Works Specialist I position and amend the FY 2016-2017 budget by \$31,086, funding the position with water fund reserves. The motion passed unanimously by a 7 to 0 vote.*

9. Consider amending the FY 16-17 budget for a 20% contingency in the amount of \$311,956 for the Blondy Jhune Road Bridge Replacement Project from account 21-8210-491-121 Blondy Jhune Bridges/Safety Projects to be funded by remaining 2015 Certificates of Obligation \$139,503, and Impact Fee Reserves in the amount of \$154,453.

Public Works Director/City Engineer Stanton Foerster gave a presentation stating that funding had been approved for the Blondy Jhune Bridges project, including a 20% contingency, but the source of funding for the contingency was not specified. Mr. Foerster stated that contingency funds would be needed for the following items: 1) design work for the utility drill shaft; 2) utility modifications; and 3) new water service line for the home at 725 Blondy Jhune Road.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to amend the FY 2016-2017 budget for the 20% contingency in the amount of \$311,956 for the Blondy Jhune Road Bridge Replacement Project to account 21-8210-491-121; \$154,453 from Impact Fee Reserve Funds; and \$139,503 from remaining Certificates of Obligation funding. The motion passed unanimously by a 7 to 0 vote.*

10. Discuss and finalize the Water System section of the Capital Improvement Plan.

Mayor Olk noted his comments related to Item 20a of the Capital Improvement Plan included as part of FY 17-18. Mayor Olk stated the overview section of the project discusses installing 400 pressure reducing devices. Mayor Olk stated that when installing pressure reducing devices, homeowners would be required to compensate for a closed loop system caused by the pressure reducing valve.

Development Services Director Joe Hilbourn stated that each property owner would be responsible for installing an expansion tank. Mr. Hilbourn stated that should individual pressure reducing valves be installed, they should be installed for the entire system rather than individual homes.

Mayor Olk suggested the language be modified to reflect the need to reduce the pressure plane system-wide.

The Council discussed the cost associated with homeowners being required to install individual expansion tanks at a residence.

Councilmember Millsap added that the City's water system was creating the issue and the cost should not be the responsibility of the homeowner.

Mayor Olk also noted on Page 11 of the Capital Improvement Plan related to Wilshire Court, the overview section states water service would be eliminated. May Olk suggested the summary read that it was being changed to a loop service instead of being eliminated. He noted that this change should be made throughout the CIP where it states water service was being eliminated.

Development Services Director Joe Hilbourn provided clarification to Councilmember Millsap regarding the discrepancy between meter costs detailed in the CIP and the meter costs approved by the City Council. Mr. Hilbourn noted that the City Council approved an AMR system, and the CIP references an AMI system in the future.

No formal action was taken on this item, it was for discussion purposes only.

11. Consider adopting Ordinance 2017-02-00849 appointing Dana Huffman as Municipal Court Judge for the City of Lucas for a two-year term expiring on February 2, 2019.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Mayor Pro Tem Peele to adopt Ordinance 2017-02-00849 appointing Dana Huffman as Municipal Court Judge for the City of Lucas for a two-year term expiring February 2, 2019. The motion passed unanimously by a 7 to 0 vote.*

12. Consider authorizing the Mayor to enter into an agreement with Judge Dana Huffman for Municipal Court services for the City of Lucas and establish requirements and compensation.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to authorize the Mayor to enter into an agreement with Judge Dana Huffman for Municipal Court Services for the City of Lucas that establish requirements and compensation. The motion passed unanimously by a 7 to 0 vote.*

13. Discuss the feedback from the Town Hall Meeting and provide guidance to staff regarding revisions to the City of Lucas thoroughfare plan.

Mayor Olk gave a recap of the Town Hall meeting stating that the residents present were in favor of maintaining the City's existing Thoroughfare Plan with the exception of removing roundabouts currently shown on the Thoroughfare Plan, maintain smaller roadways throughout the City, and keeping increased traffic out of the City as much as possible.

Councilmember Baney asked why a connection was shown on the Thoroughfare Plan from Winningkoff Road to Snider Lane if the City would like to decrease cut through traffic. Councilmember Baney stated that as the County continues to grow further east, additional traffic will be utilizing these roadways for cut through traffic.

Public Works Director/City Engineer Stanton Foerster stated that roadways were placed on the Thoroughfare Plan to provide guidance to developers as to what is expected regarding neighborhood connectors streets during the development process.

Mr. Foerster noted that neighborhoods could be interconnected through a secondary access for emergency vehicles where a gate could be placed across certain roadways, thereby decreasing cut through traffic. Mr. Foerster stated that he would like to ensure anything used to deter cut through traffic would not restrict horse trailers and emergency vehicles.

Councilmember Millsap discussed the use of roundabouts that could be used to assist in slowing traffic and would like to review this option, especially for Stinson Road.

Mayor Pro Tem Peele asked that when researching the use of roundabouts that they be horse-friendly and could handle trailer access and turning radii.

Mayor Olk suggested referring to intersections as improved intersections rather than roundabouts so options could be created on the Thoroughfare Plan.

The Council discussed the need to review streets on the Thoroughfare Plan and determine which streets were used for local traffic, and ways to discourage cut through traffic. The Council also discussed obtaining dedicated right of way from developers as subdivisions are constructed to ensure intersection improvements could be made.

Mayor Olk suggested the Thoroughfare Map be bought back for Council consideration and review at the February 16, 2017 City Council meeting.

There was no formal action taken on this item.

Executive Session

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

No items were scheduled for Executive Session on this agenda.

14. Adjournment.

MOTION: *A motion was made by Councilmember Millsap, seconded by Councilmember Baney to adjourn the meeting at 8:12 pm. The motion passed unanimously by a 7 to 0 vote.*

APPROVED:

ATTEST:

Jim Olk, Mayor

Stacy Henderson, City Secretary



Proclamation

Poison Prevention Week March 19-25, 2017

WHEREAS, our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles; and on medicine to provide health-giving, life-sustaining benefits, and;

WHEREAS, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them, and;

WHEREAS, over the past 55 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them; and;

WHEREAS, the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Lucas; and;

WHEREAS, the North Texas Poison Center, a regional poison center, located at Parkland Health and Hospital System, provides the ultimate in human service programming, immediate accessible emergency information to save lives of victims of poison-related emergencies, and;

WHEREAS, these programs must continue as long as even one child swallows a household product or medicine by mistake.

NOW, THEREFORE, I, Jim Olk, Mayor of the City of Lucas, do hereby proclaim the week of March 19-25, 2017 as Poison Prevention Week in this City. Further, I ask the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations including our schools, to develop programs which will alert people to the continued danger or misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Lucas, this 16th day of February, 2017.

Jim Olk, Mayor

Stacy Henderson, City Secretary



City of Lucas Council Agenda Request February 16, 2017

Item No. 06

Requester: City Manager Joni Clarke

Agenda Item:

Consider the provision of residential and commercial solid waste collection/disposal, recycling related services including curbside residential recycling and e-waste/household hazardous waste removal, residential bulk/brush/yard waste collection services.

- A. Receive a presentation from Community Waste Disposal (CWD) regarding waste and recycling programs that are available to the City of Lucas including:
- Solid waste residential collection
 - Solid waste commercial collection and the provision of dumpsters
 - Recycling services including e-waste/household hazardous waste/household metal appliances options/green waste programs
 - residential bulk/brush/yard waste collection services
- B. Provide direction to staff regarding the types of refuse-related services to be provided to the citizens of Lucas and the process to consider in acquiring a provider for those services and the negotiation of contract with selected contractor.

Background Information:

The City of Lucas has a contract with Barnes Waste Disposal Services for solid waste collection/disposal and recycling services that expires on September 30, 2017 with an option for two, one-year renewals. Mr. Norman Barnes of Barnes Waste Disposal Service came before the City Council on January 19, 2017 indicated that the recycling program was having logistical and financial difficulties. This situation occurred because the facility they used for processing recycling in Garland, Texas had closed in December 2016 and Barnes had to take the collected recycling to Arlington. Mr. Barnes indicated that alternative facility to take collected recyclable material was located in McKinney but the rates were significantly higher. Mr. Barnes indicated that the recycling program was losing approximately \$2,000 per month and a rate increase would be necessary. According to Mr. Barnes, the City of Lucas currently has 774 customers that participate in the voluntary recycling program of the 2,152 households. The City Council requested that Mr. Barnes bring back a proposal for the recycling program for City Council consideration.

On January 23, 2017, the City Manager received an email from Norman Barnes indicating that Barnes Waste Disposal Services would continue to provide recycling services in accordance with the provisions of the existing contract but would discontinue the recycling program as of October 1, 2017. Barnes Waste Disposal Services is interested in continuing to provide solid waste collection and disposal services for the City of Lucas under a new contract.



City of Lucas

Council Agenda Request

February 16, 2017

It is important to note that the City Council has flexibility in selecting a vendor to provide these types of services, as these services are exempt from the competitive bidding process. In consultation with City Attorney Joe Gorfida, Chapter 252 of the Texas Local Government Code provides exceptions to competitive bidding. These exceptions include purchases that are necessary to protect the public health or safety of the city residents. Although Chapter 252 of the Texas Local Government Code does not define or give examples of what constitutes a purchase that is “necessary to preserve or protect the public health or safety of residents”; the collection, hauling and disposal of solid waste is one of those exceptions. Additionally, recycling includes the collection and disposal of solid waste and the fact that it is “recycling” the exemption still applies.

In accordance with the City Council’s request from the January 19, 2017 meeting, the City Council was interested in acquiring information from an independent contractor regarding the provision of recycling services. Staff arranged for a meeting with Community Waste Disposal (CWD) on January 25, 2017 to discuss recycling services and because of the many options available, staff requested that a representative from Community Waste Disposal come before City Council to highlight the services that can be provided to the City of Lucas.

Attachments/Supporting Documentation:

1. Barnes Waste Disposal Contract
2. Recycling Survey
3. Minutes for Item 7 from the January 19, 2017 City Council Meeting
4. Email from Norman Barnes dated January 23, 2017

Budget/Financial Impact:

In the current fiscal year 2016/2017 budget, the City has trash service revenue (line item 51-4478) projected at \$456,000 with the associated expense (line item 51-6400-237) \$415,000. The City receives an 8% administrative fee and a 7% franchise fee.

The City of Lucas bills for trash collection and disposal services in conjunction with its monthly water billing invoice which is outsourced to DataProse (line item 51-6400-304) in the amount of \$25,500. Barnes Waste Disposal Services provides billing services for the volunteer recycling program.

Recommendation:

N/A

Motion:

A motion is needed to advise staff regarding the solid waste services to be acquired and the contractor selection process.

EXHIBIT "A"

STATE OF TEXAS §
§
§
COUNTY OF COLLIN §

**SOLID WASTE COLLECTION AND
DISPOSAL AGREEMENT**

This Contract ("Contract") is entered into by and between the City of Lucas, Texas, ("City") and Barnes Waste Disposal Service ("Contractor"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee to provide services on the terms and conditions provided in this Agreement; and

WHEREAS, Contractor desires to render services for garbage collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or as option yard waste facilities from all single-family dwellings and City facilities under the terms and conditions provided in this Agreement;

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

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

City shall mean the City of Lucas.

Contractor shall mean any person, corporation, partnership or similar entity that contract for valuable consideration to pick up or collect municipal solid waste on a regular basis from any collection point within the corporate or service limits of the City of Lucas. As used herein, "Contractor" refers specifically to Barnes Waste Disposal Service.

Municipal solid waste shall mean solid waste resulting from or incidental to municipal, community (residential), household and recreational activities including garbage, rubbish, ashes and other solid waste other than industrial solid waste as defined by state or federal law.

Article II
Term

2.1 The Initial Term of this Agreement shall be five (5) years, commencing on October 1, 2012 ("Commencement Date"), and terminating on September 30, 2017.

2.2 Upon expiration of the Initial Term, City shall have the option to renew this Agreement for two (2) additional terms of one (1) year each (each a "Renewal Term").

Article III
Scope of Services

3.1 Contractor is hereby granted the privilege and duty within the territorial jurisdiction of City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide solid waste collection and disposal for residential customers in accordance with this Contract and to perform all of the work called for and described in the contract documents. Contractor agrees to at all times insure that its waste collection franchise is current and in compliance with all applicable regulations of the State of Texas, and ordinances of the City of Lucas, Texas. It is understood that this franchise is non-exclusive.

3.2 Contractor shall at all times be duly licensed or permitted to deposit municipal solid waste at or in a land fill regulated and approved by the Texas Natural Resource Conservation Commission and any other appropriate state or federal authorities.

3.3 Contractor agrees that the City shall retain the right to place limitations on the collection, including prohibiting collection trucks on certain streets where heavy trucks will damage the street.

Article IV
Schedule of Work

Contractor agrees to commence services on the Commencement Date and to complete the required services as set forth in herein.

Article V
Rates and Services

5.1 Service Requirements. Contractor shall provide residential refuse collections at *curbside* or if qualified, *house side*, according to individual Customer's request. All trash, garbage and refuse must be bagged and placed in an appropriate container. Contractor shall have no obligation to pick up or otherwise collect motor vehicle tires, oil, batteries, hazardous chemicals or items containing refrigerants. Contractor shall perform collection service hereunder no less frequently than once per week and shall collect brush and bulky items in a volume of (2) cubic yards [6'x3'x3'], no less frequently than twice per month. Brush shall be cut and bundled not greater than 4 feet in length and not heavier than 40 pounds per bundle. As used herein, a bulky item refers to appliances (*not containing refrigerants*) water tanks, yard maintenance

machines, furniture and other waste materials other than dead animals or hazardous waste. Contractor shall have no obligation to collect or dispose of construction or remodel debris if generated by a business, individual or entity providing such services to the property owner. For Household Hazardous Waste collection, the residents should call Contractor for special pick up instructions. Excessive amounts as determined by Contractor, may require extra charges negotiated by Contractor and the individual resident. Refrigeration appliances not certified and tagged by an HVAC technician may be subject to a \$35.00 disposal fee, billed to the individual resident by Contractor.

5.2 Containers. Customers shall use approved receptacles for collections consisting of 95-gallon polycarts. Contractor shall provide all Customers with one (1) polycart, at the option of each Customer at no additional charge. For expanded service, as defined herein, Contractor shall provide one (1) polycart per household at no charge. If additional containers are desired, the Customer may purchase them directly from Contractor or provide their own container for excess refuse. In the event that any Customer's complimentary polycart or barrel is lost, stolen or destroyed such that its use is rendered impractical or unsanitary, Contractor shall replace one (1) container per Customer during the term of this Contract, exclusive of any additional terms or extensions hereof. In the event that any Customer shall request replacement of a second polycart or barrel after having received on prior replacement, Contractor shall negotiate a fair and reasonable price with each such Customer and shall charge each such Customer directly.

5.3 Pricing Structure. Monthly rates, per Customer, shall be as follows: (rates reflect the addition of sales tax and the combined franchise/right-of-way use fee and administrative fee):

<u>Basic Service:</u>	Monthly rates for Basic Service	\$17.00
<u>Expanded Service:</u>	Monthly rates for Expanded Service	\$19.45
<u>Additional Service:</u>	Monthly rates for each additional 100 gallon of refuse Collected above the Expanded Service	\$ 6.05

"Basic" service consists of collection of one (1) 95-gallon polycart or [up to 120 gallons] of refuse disposed of each week. "Expanded" service consists of the use of any approved container in addition to the approved container(s) used for basic service [up to 240 gallons], without change to collection frequencies or collection of brush and bulky items. Additional approved containers for "Expanded" service shall consist of either one (1) 95-gallon polycart or equivalent size containers totaling 240 gallons. Customers shall inform the City or Contractor, of their request for "Expanded" service. Contractor shall have no obligation to collect or dispose of refuse in excess of either service amount chosen by the customer.

5.4 Recycling Services and Rates

- (a) Service Requirements. Contractor shall provide collection of recyclable materials, as defined herein, on a bi-weekly basis to Customers participating in the voluntary curbside recycling program. Contractor shall have no obligation to

pick up recyclable materials from Customers who have not completed the necessary documents and/or paid the required fees to receive said service. It shall be at the sole discretion of Contractor which materials are accepted with the recycling program. Any items deemed non-recyclable may be placed with trash or left for Customer to determine the best method of disposal.

- (b) Containers. All recyclable materials shall be placed in clear or clear blue recycling bags purchased by the Customer; OR in a self-provided container of the Customers choosing, so long as said container is compatible with the tipping mechanism of the collection vehicle OR if Customers container is not compatible with collectors tipping mechanism, the container with contents shall weigh no more than 40 lbs.
- (c) Pricing Structure. Monthly rates, per Customer desiring to participate, shall be as follows:

Bi-weekly collection:	Not to exceed \$5.00 per month
96-gallon Recycle containers:	\$85.00 ea.
Clear Blue Recycle bags	Fair Market Price

(d) Billing & Collection Responsibility. All billing and collection of fees for Recycling services and/or containers shall be the responsibility of Contractor. Recycling services shall be billed semi-annually and will be prorated for Customers initiating service after semi-annual billing has been assessed.

**Article VI
Contractor Duties**

6.1 Contractor shall at all times maintain in a current and valid status, all permits required by any other governmental agency or political subdivision having jurisdiction over Contractor's operations, including but not limited to the Texas Natural Resource Conservation Commission.

6.2 Contractor shall not allow any municipal solid waste to spill or fall from the Contractor's equipment within the corporate limits of the City. In the event that spillage should occur, the Contractor shall completely remove such spillage.

6.3 Contractor shall insure that any of its trucks and equipment used for collection within the City, and under this franchise meets the approval of the City. Contractor agrees to only use trucks and equipment that will prevent spillage and damage to the streets and ways used by such trucks and equipment. Contractor shall also abide by any City regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations. Unless such regulations become necessary, the Contractor shall establish such locations.

6.4 Contractor shall clearly mark all of its collection vehicles with the Contractor's name, address and telephone number. The trucks used by Contractor to collect waste within the City shall be no larger than a "single axle" type, and shall not exceed 26,000 pounds in weight.

6.5 Contractor shall comply with all additional terms and conditions set forth herein.

Article VII
Restoration of Public Ways

Contractor shall not cause damage, beyond normal wear and tear, to any street or roadway within the City. In the event the Contractor causes damage to any street or roadway within the City, the Contractor shall be given written notice to immediately cause such damage to be repaired under the supervision of the City. If such damage is not repaired within the time stated, the City may terminate this Agreement for cause pursuant to Article XI.

Article VIII
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article IX
Insurance

9.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in herein and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Agreement.

9.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

9.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Manager. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article X
Indemnification

10.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

10.2 SAID INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

10.3 IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY'S NEGLIGENCE.

10.4 THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article XI Termination

11.1 City may terminate this Agreement, or any portion thereof, at any time with or without cause, by serving a notice of termination on Contractor by registered or certified mail addressed to Contractor at the address set forth herein. If termination is for cause, the notice shall state the specific reasons in support of City's claim that Contractor has failed to perform its obligations (and/or cure any material breach) under this Agreement. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held. If City terminates this Agreement without cause, Contractor shall be paid for work performed up to the time of termination. In no event shall Contractor be entitled to lost or anticipated profits in the event this Agreement is terminated without cause.

11.2 Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Agreement. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Agreement.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Attn: City Manager
City of Lucas
665 Country Club Rd.
Lucas, Texas 75002

With Copy to:
Joe Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Contractor:
Barnes Waste Disposal Service
P. O. Box 1235
Allen, Texas 75013

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

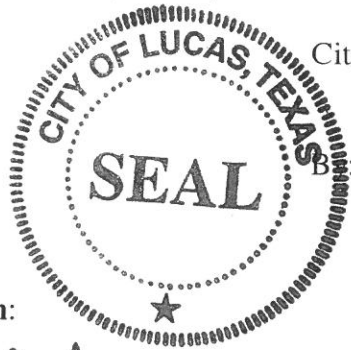
12.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times inspect and examine the books and records of Contractor for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement. Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

12.11 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.12 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Disaster, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this 17th day of May, 2012.

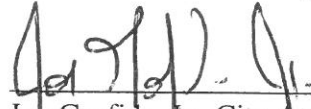


City of Lucas, Texas



Jeff Jenkins, City Manager

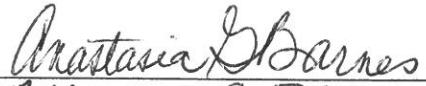
Approved as to form:

By: 

Joe Gorfida, Jr., City Attorney
(JIG/04-11-12/54967)

EXECUTED this 30th day of May, 2012.

Barnes Waste Disposal Service

By: 

Name: ANASTASIA G. BARNES
Title: owner

Recycling Survey

January 2017

	Lucas	Parker	Fairview	Murphy	Wylie	Princeton	Farmersville	City of Allen	City of McKinney
Does your city offer recycling?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Do you provide curbside pickup?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Is a polycart provided?	Yes, for a fee	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vendor	Barnes Waste Disposal	Republic/Allied Waste	Republic/Allied Waste	Progressive Waste	CWD	Waste Connections (Progressive Waste Solutions)	Trash - Sanitation Solutions Recycle - CWD	CWD	Progressive Waste
What is the monthly cost to residents?	Trash \$17 Recycling \$5 Recycling is optional.	\$19.71 Trash and recycling combined	Trash \$17.70 Recycling \$3.95 Recycling is optional.	\$12.62 Trash and recycling combined	\$11.89 Trash and recycling combined	Trash 9.04 Recycling \$1.60 Recycling is <u>not</u> optional but is billed as a separate line item.	\$13.40 Trash \$6.89 Recycling Recycling is <u>not</u> optional but is billed as a separate line item due to services being provided by different companies.	\$15.02 Trash and recycling combined	\$15.36 Trash and recycling combined
Is cost included in monthly water/trash bill, or billed separately?	Billed by vendor	Included in water bill	Included in water bill	Included in water bill	Included in water bill	Included in water bill	Included in water bill	Included in water bill	Included in water bill
Is the cost billed to all residents, or only to individuals using the recycling service?	No, only to residents who sign up	All residents	All residents	All residents	All residents	All residents	All residents	All residents	All residents
Does the city provide brush pickup? (tree limbs, yard waste, etc.)	Yes (see notes below)	Handled as bulk pickup	Handled as bulk pickup	Large brown bags of leaves are picked up separately, but all other yard waste is handled as bulk pickup.	Handled as bulk pickup	Handled as bulk pickup	Handled as bulk pickup	Large brown bags of leaves are picked up separately, but all other yard waste is handled as bulk pickup.	Large brown bags of leaves are picked up separately, but all other yard waste is handled as bulk pickup.
Does your city offer bulk pick up?	Yes, limited to 2 cubic yards 2x per month. Additional pickups can be scheduled with Barnes for an additional fee.	Yes - 1 per month. Additional pickups can be scheduled for an additional fee.	Yes - 1 per month. Additional pickups can be scheduled for an additional fee.	Yes - weekly, up to 4 cubic yards. Over 4 cubic yards is billed at a higher rate.	No, but residents can call CWD directly to arrange a bulk pick up.	Yes. Pick is every other month. Cost is included as a line item on the water bill - \$0.95 monthly.	Yes. Pick is arranged by resident on an as needed basis. Cost is calculated based on amount of bulk, and is included in the water bill.	Yes. Every other week; must be scheduled in advance.	Yes - 1 free bulk pickup monthly. Additional pickups can be scheduled for an additional fee.

City of Lucas Notes

Brush pickup: Lawn clippings should be contained in the proper bags (paper/green plastic), and no heavier than 35 lbs. per bag.
 Brush pickup: Tree limbs and brush must be bundled, 48" or less in length, in bundles no larger than 4 inches in diameter, and no heavier than 35 lbs. per bundle.
 Brush pickup: Barnes WDS will removed excessive or non-bundled brush for an extra charge. Residents must call to make arrangements.

Recycling for the City of Lucas is billed separately through Barnes at a rate of \$5/month.
 The City of Lucas bills a monthly rate \$17.00 for basic trash service, \$19.45 for Expanded service, and \$25.50 for Expanded Plus.

4. **Reconvene into open session and take any action necessary as a result of the Executive Session.**

The City Council reconvened from Executive Session at 7:27 pm and there was no action taken as a result of the Executive Session.

Consent Agenda

5. **Consider approval of the minutes of the January 5, 2017 City Council meeting.**
6. **Consider authorizing the City Manager to enter into an agreement with Judge Dana Huffman for Municipal Court services for the City of Lucas and establish requirements and compensation.**

Mayor Olk noted that Agenda Item No. 6 would be removed from the Agenda as it required an ordinance for approval of the agreement. Mayor Olk noted that this agenda item would be brought back to the February 2, 2017 City Council meeting for consideration and include an ordinance for approval.

MOTION: *A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve Agenda Item No. 5 on the Consent Agenda and remove Agenda Item No. 6. The motion passed unanimously by a 7 to 0 vote.*

Regular Agenda

7. **Receive an update from Barnes Waste Disposal Services regarding the need to discontinue the recycling program and provide direction to staff.**

Norman Barnes, with Barnes Waste Disposal explained that their recycling program was experiencing difficulties due to the facility they use for processing recycling had closed in December. Mr. Barnes noted that since December, recyclables were being taken to a location in Arlington that significantly impacted their program due to the processing rate being charged and logistics in traveling to a much farther location. Mr. Barnes explained that their company was losing approximately \$2,000 monthly.

Mr. Barnes stated that a company in McKinney could be used to process recycling but their rates were significantly higher. Mr. Barnes explained that in order to maintain the recycling program in Lucas, an increase in cost would have to be considered.

The City Council discussed with Mr. Barnes the number of participants in the recycling program, recyclable materials versus trash items, the option of having a city-wide recycling program versus maintaining the option of opting into the recycling program. The size and weight of trucks used for recycling was also discussed, as well as manual equipment versus automated equipment.

Mayor Olk asked that Barnes Waste Disposal bring back to the February 2, 2017 City Council meeting, an outline of what it would cost for Barnes to offer a city-wide recycling program using containers, as well as continuing the recycling program as is currently with the option to participate in recycling. Mayor Olk asked staff to outline what costs were associated with having an

independent contractor provide recycling services to existing recycling customers as well as a city-wide program, the truck size to be used and if they were automated.

There was no formal action taken on this item.

- 8. Consider authorizing the City Manager to enter into a construction contract with TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$184,395.00 plus a 20% contingency.**

Public Works Director/City Engineer Stanton Foerster gave a presentation discussing bid details associated with the construction project, and submitted to the City Council a letter of recommendation from BW2 Engineers awarding the contract to TLC Pipeline, Inc.

***MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Baney to authorize the City Manager to enter into a construction contract with TLC Pipeline, Inc. for the construction of the Parker Road 12-Inch Waterline Phase 1, Section 1 between Stinson Road and Toole Drive in the amount not to exceed \$184,395 plus a 20% contingency. The motion passed unanimously by a 7 to 0 vote.*

- 9. Consider authorizing the City Manager to negotiate and execute a contract with HD Supply for the provision of water meters for the City of Lucas water system.**

Development Services Director Joe Hilbourn gave a presentation discussing the Infinity registers used to measure water consumption were experiencing failures. Mr. Hilbourn explained the various measures taken to rectify the register failures that eventually led to an upgrade of all registers in the City during the last fourteen months. Mr. Hilbourn explained that the City was again experiencing register failures and was now looking into changing companies.

Mr. Hilbourn noted that staff evaluated three vendors: HD Supply with the Neptune Meter; Hydro Pro Solutions with the Master Meter; and Ferguson Waterworks with the Mueller Meter.

Mr. Hilbourn discussed with the City Council the meter implementation plan for the replacement of all meters over a three-year period that would require additional funding, as well as the possibility of another staffing position to implement the replacement process.

The City Council discussed the failure rates occurring, AMI versus AMR technology, the cost associated with each, and the potential need for additional staffing to monitor the program.

***MOTION:** A motion was made by Councilmember Fisher, seconded by Councilmember Millsap to authorize the City Manager to negotiate a contract with HD Supply for the AMR Neptune Meter in the amount not to exceed 629,860, without installation costs. The motion passed unanimously by a 7 to 0 vote.*

- 10. Discuss and finalize the Land Use Map for the Comprehensive Plan.**

Development Services Director Joe Hilbourn gave a presentation discussing the following amendments recommended to the Land Use Map by the Planning and Zoning Commission:

- All public schools be rezoned to Commercial
- Four (4) lots at the intersection of Rock Ridge and Estates be rezoned to Village Center

Stacy Henderson

From: Joni Clarke
Sent: Wednesday, February 08, 2017 4:13 PM
To: Stacy Henderson
Subject: FW: Recycling in Lucas

Joni Clarke
City Manager
Office 972.912.1212
Cell 956.433.1272



From: Norman Barnes [mailto:norman@barneswds.com]
Sent: Monday, January 23, 2017 6:01 PM
To: Joni Clarke <jclarke@lucastexas.us>
Subject: Recycling in Lucas

Dear City manager Clarke,

Regrettably, we will not be providing a new quote for the recycling program in the City of Lucas. As a company, we do not feel it would be beneficial to the City or Barnes Waste Disposal to enter a new recycling contract that we cannot guarantee the successful completion of.

We will continue to provide recycling collection per our current contract with the City, which concludes on September 30th of this year. Should the city wish to retain our service past the end of our current contract a new contract for solid waste collection *only* can be submitted for consideration.

This decision is based upon the limited number of Material Recovery Facilities in this area. The facilities available to us are held by private corporations and we are subject to their constraints for processing access, allowable volumes and costs.

We at Barnes Waste Disposal have appreciated our 15-year relationship with the City of Lucas and hope to continue working together. We are comfortable that we can meet the City of Lucas' needs for solid waste collection both now and into the future, as Garland, Melissa, and Dallas landfills are public and cannot refuse access.

We are available to discuss this matter further at your convenience. We will also attend the February meeting should the council have any questions they would like answered on the record.

Respectfully,
Norman Barnes
Barnes Waste Disposal, Inc.
(972) 734-3333
norman@barneswds.com



City of Lucas Council Agenda Request February 16, 2017

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss moving the 2017 Founders Day event to April 14, 2018.

Background Information:

With the popularity of Country Christmas, and the decline in volunteerism, staff is seeking City Council consideration to change Founders Day to a spring event which will improve the management of these events by better allocating staff resources.

The City's Founders Day event has seen a lot of changes. Over the years, the event has been held at a number of venues and at various times of the year, and has even been skipped a few years. Since 2010 it has become an annual event held in October with City Staff and volunteers coordinating and hosting at the Community Park at City Hall. This family fun afternoon continues to grow in popularity with attendance increasing every year.

Preparation begins months in advance with the planning committee negotiating and securing contracts with the various vendors needed. The committee reaches out to agencies such as local churches, businesses, and non-profits asking for participation through volunteering, hosting a booth, or providing donations.

Staff comes out in full force to support and work this event. Set-up activities begin at 7:00 am, and the day is not concluded until all clean-up is complete around 6:00 pm. Each year it becomes more difficult to get volunteers to make a commitment to assist with the activities of the day.

Historical data from the Texas A&M Agrilife Extension Research Center shows April to be a good choice with regards to both temperature and rainfall amounts.

Attachments/Supporting Documentation:

1. Monthly rainfall historical data
2. Historic temperature data

Budget/Financial Impact:

The remaining Founders Day budget for fiscal year 16/17 is \$11,291.80.



City of Lucas Council Agenda Request February 16, 2017

Recommendation:

Staff recommends moving the next Founders Day event from October 2017 to April 14, 2018.

Motion:

I make a motion to approve/deny moving Founders Day from October 2017 to April 14, 2018.

Monthly Rainfall (1968-2017)

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Yearly Total
2017	5.58												5.58
2016	1.78	2.64	11.38	12.63	5.30	2.22	0.23	9.62	2.40	1.14	3.22	4.12	56.68
2015	6.05	2.71	9.66	6.93	13.99	6.42	0.13	4.81	0.65	7.64	10.05	8.33	77.37
2014	0.52	2.28	3.03	1.57	8.39	2.98	3.99	0.10	0.03*	6.84	3.53	4.13	35.90
2013	1.55	4.62	2.56	1.89	3.20	0.53	2.09	1.99	6.74	9.32	5.77	4.49	44.75
2012	3.81	4.31	5.81	1.76	4.21	2.02	2.92	2.70	7.46	1.33	0.76	3.97	41.06
2011	4.83	2.03	0.47	3.49	2.91	2.24	2.36	0.82	1.26	2.17	3.37	6.8	32.75
2010	2.24	3.41	3.59	0.74	1.11	11.13	7.06	1.09	1.13	3.72	2.10	0.88	38.20
2009	1.41	2.24	6.28	3.44	2.67	1.49	4.25	1.82	6.00	12.81	1.71	4.82	48.94
2008	2.40	3.58	7.86	2.99	8.25	3.58	0	7.00	3.92	4.63	3.20	1.57	48.98
2007	7.95	2.10	2.33	3.02	6.87	6.30	7.88	6.62	0.65	3.01	2.16	2.74	51.63
2006	4.13	3.53	3.76	2.82	1.74	0.84	4.72	0.34	1.60	3.03	3.25	4.77	34.53
2005	3.58	5.15	2.62	1.34	2.64	1.53	4.11	1.93	3.39	1.01	0.65	0.69	28.64
2004	3.40	5.84	4.06	5.75	4.74	6.48	1.34	2.63	1.24	4.44	7.83	2.17	49.92
2003	0.65	7.74	1.17	1.72	1.44	10.49	2.65	1.39	2.26	2.86	1.54	2.42	36.57
2002	2.46	2.64	5.41	3.33	3.83	5.86	3.72	1.53	3.80	3.18	3.04	10.30	49.10
2001	5.34	5.77	6.73	0.44	8.74	8.46	0.45	3.30	5.25	3.03	3.12	6.60	57.23
2000	2.27	1.46	3.6	4.71	7.37	2.39	0.11	0.06	0.81	2.59	11.72	5.04	42.13
1999	6.95	0.25	4.11	5.94	5.6	2.37	3.61	0.21	2.7	1.85	0.23	3.67	37.51
1998	7.12	5.48	—	2.06	0.27	1.57	1.28	4.04	11.53	7.44	5.7	4.24	(50.73)*
1997	4.46	8.29	2.94	6	1.23	5.7	2.75	3.2	1.5	7.31	3.97	3.92	51.27
1996	1.51	0.16	1.51	3.53	1.77	1.41	4.4	1.89	5.14	3.22	4.76	3.42	37.32
1995	5.12	4.89	4.5	6.66	4.26	2.61	1.46	2.63	2.72	0.89	0.82	3.01	36.14
1994	2.1	6.98	4.37	1.28	6.49	2.38	3.2	4.48	1.05	11.76	1.1	7.3	52.49

1993	5.66	4.94	4.33	4.34	3.54	8.89	0	0.61	2.02	3.37	4.38	1.86	43.94
1992	5.2	4.66	5.45	1.26	2.96	3.05	3.2	3.07	2.57	4.26	6.02	6.74	48.44
1991	5.76	4.93	5.31	12.32	6.61	6.99	1.89	4.11	3.23	3.35	5.28	8.48	68.26
1990	6.54	4.74	3.9	6.16	8.4	1.81	3.39	3.19	6.12	6.51	6.32	4.57	61.65
1989	3.74	4.32	10.25	2.2	8.4	7.87	1.66	1.18	0.25	3.44	1.22	0.97	45.5
1988	1.03	3.1	5.67	0.9	0.85	4.75	2.95	2.11	1.45	3.7	5.52	3.98	36.01
1987	0.93	6.38	2.88	0.63	5.83	5.21	2.62	0.4	3.56	3.39	7.44	13.1	52.37
1986	0.54	4	0.7	5.77	7.02	6.6	0.68	4.29	4.88	5.41	4.97	6.47	51.33
1985	3.69	3.29	3.5	3.85	3.02	1.1	6.74	1.17	3.14	8.06	8.59	4.52	50.67
1984	1.89	7.15	2.88	1.58	2.74	1.75	1.75	0.84	1.35	9.34	4.83	3.42	39.52
1983	0.9	8.09	5.03	0.24	7.22	8.45	1.57	2.7	1.18	2.82	3.83	4.3	45.8
1982	3.35	3.18	2.74	3.87	5.48	4.89	1.4	0.43	0.74	6.58	6.18	6.26	45.1
1981	1.05	2.81	2.81	2.01	7.89	4.71	5.49	0.79	3.69	2.76	2.82	0.67	37.5
1980	3.62	2.69	2.67	4.35	6.15	2.11	1.38	0.95	3.26	1.96	3.58	1.53	34.25
1979	9.35	3.45	5.7	4.95	7.06	2.04	4.03	0.57	6.64	2.47	4.31	5.12	55.69
1978	4.21	2.69	3.49	1.16	4.2	0.39	2.14	1.55	0.95	1.65	5.9	2.57	30.9
1977	3.89	4.35	5.11	3.61	1.05	2.59	2.14	2.98	1.63	1.14	3.6	1.38	33.47
1976	2.3	1.79	6.62	3.97	5.68	6.47	5.87	3.13	5.06	3.24	1.13	3.9	49.16
1975	2.23	6.38	2.85	4.9	6.52	5.91	2.07	2.93	0.5	2.7	2.5	2.2	41.69
1974	7.1	1.6	3.85	3.44	4.3	3.7	0.62	3.34	9.31	5.08	3.62	2.98	48.94
1973	4.44	4.21	8.01	10.63	1.55	11.57	5.5	1.9	6.86	6.48	4.9	4.05	70.1
1972	6.1	0.7	2.09	2.11	1.19	5.74	3.68	2.0	4.99	5.3	4.4	0.87	39.17
1971	0.34	4.5	0.78	1.94	1.93	1.53	2.22	2.89	5.09	1.4	2.81	5.79	31.21
1970	1.09	4.29	3.23	3.37	0.35	2.8	4.72	0.74	5.64	10.85	1.15	3.13	41.36
1969	0.98	3.62	6.76	6.54	2.74	0.49	0.55	0.91	4.07	4.92	4.95	5.83	42.36
1968	6.48	3.8	2.71	7.15	8.74	7.45	3.96	1.48	7.39	2.06	6.74	3.81	61.77
Monthly Average	Jan 3.59	Feb 3.95	Mar 4.31	Apr 3.64	May 4.66	Jun 4.28	Jul 2.79	Aug 2.34	Sep 3.52	Oct 4.44	Nov 4.09	Dec 4.21	Yearly Average 45.73

*Station was down for maintenance.

Weather

Menu

Historical Temperatures

Year		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2017	Avg HI	62.9											
	Avg LO	45.3											
	AVG	53.6											
	Actual HI	79.3											
	Actual LO	13.4											

Historical Temperatures												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Average 1975-2016												
HI	57.3	61.2	68.7	76.1	82.1	89.2	92.5	93.5	87.5	77.9	67.5	59.8
LO	35.1	38.4	46.4	53.2	61.6	68.6	72.0	70.6	64.3	53.8	44.7	36.4
AVG	45.9	49.7	57.1	64.6	71.7	78.8	81.8	81.7	75.2	65.9	55.8	48.3
Actual 1969-2016												
HI	83.0	89.0	90.0	92.2	95.7	102.9	105.0	107.0	104.2	97.0	86.0	82.8
LO	3.0	7.0	6.0	26.0	29.0	40.0	50.0	52.1	37.0	22.0	14.0	3.0



Item No. 08

City of Lucas
City Council Agenda Request
February 16, 2017

Requester: Development Services Director Joe Hilbourn

Agenda Item:

Discuss and provide feedback to staff regarding the City's annual Keep Lucas Beautiful Clean Up Event scheduled for April 22, 2017.

Background Information:

This is the City's second annual Keep Lucas Beautiful Clean Up event, which is scheduled for Earth Day, April 22, 2017. With last year's turn out of over 90 volunteers, the support of the Parks and Open Space Board, and Mayor Olk and Councilmember Duke spear heading refreshments. Staff felt it would be important to add some additional roads to the cleanup event, due to the number of volunteers that took part in the event. The streets being considered for cleanup include:

- West Lucas Road from 1378 to Angel Parkway
- Stinson Road from West Lucas Road to Parker Road
- Lewis Lane from West Lucas Road to Parker Road
- Estates Road from Angel Parkway to 1378
- Blondy Jhune Road from 1378 to Winningkoff Road
- Snider Lane from Shady Lane to East Lucas Road
- Brockdale Park and Highland Park

Staff feels for the safety of the volunteers that Blondy Jhune and Stinson Road should be closed for the event. Blondy Jhune will be closed due to bridge construction making it a safer environment for the cleanup event. Staff would like to close Snider Lane from Shady Lane to East Lucas Road to through traffic during the cleanup event from 9:00 am until 12:00 pm.

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request February 16, 2017

Requester: Councilmember Wayne Millsap

Agenda Item:

Discussion regarding Article IV, Section 3 of the Friends of the Lucas Fire-Rescue, Inc., Bylaws regarding appointment of the Board of Directors, and take action to reappoint Kathleen LoSapio and Linda Abston for a two-year term beginning March 1, 2017 through March 1, 2019.

Background Information:

The Friends of the Lucas Fire-Rescue, Inc., is a non-profit charitable corporation that provides the citizens of Lucas an opportunity to support the Lucas Fire-Rescue Department that is completely separate from the Lucas City government. The purpose of the Corporation is to promote the mission of Lucas Fire-Rescue and to provide support in time of need to the Lucas community.

At the March 3, 2016 City Council meeting, four citizen appointments were appointed to the Friends of the Lucas Fire Rescue, Inc Board of Directors. Two citizens were appointed for two year terms, and two citizens were appointed for one year terms. The following board members with one year terms will be expiring March 1, 2017, both board members have requested to be reappointed:

- Kathleen LoSapio
- Linda Abston

Now that the Board of Directors of the Friends of the Lucas Fire-Rescue, Inc., has been established, consideration can be given to board appointments being made directly from the Friends of the Lucas Fire-Rescue, Inc.

Attachments/Supporting Documentation:

1. Friends of the Lucas Fire-Rescue, Inc., Bylaws

Budget/Financial Impact:

NA

Recommendation:

NA



**City of Lucas
Council Agenda Request
February 16, 2017**

Motion:

I make a motion to reappoint Kathleen LoSapio and Linda Abston to the Board of Directors of the Friends of the Lucas Fire Rescue, Inc., for a two-year term expiring on March 1, 2019.

**AMENDED AND RESTATED BYLAWS OF
FRIENDS OF LUCAS FIRE-RESCUE, INC.**

These Amended and Restated Bylaws shall govern the affairs of the Friends of Lucas Fire-Rescue, Inc., a nonprofit corporation (the “Corporation”).

**Article I
Office and Registered Agent**

Section 1. Principal Office. The principal office of the Friends of Lucas Fire-Rescue, Inc. shall be located at 665 Country Club Road, Lucas, Texas, 75002. The Corporation may have such other offices in Texas or elsewhere, as the Board of Directors may determine. The Board may change the location of any office of the Corporation.

Section 2. Registered Office and Agent. The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but not need to be identical with the Corporation’s principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Non-Profit Corporation Act.

**Article II
Purpose**

The purposes for which the Corporation is formed are set forth in the Articles of Incorporation and the Certificate of Amendment.

**Article III
Membership**

The Corporation shall have no members.

**Article IV
Board of Directors**

Section 1. Powers. There shall be a Board of Directors of the Corporation, which shall supervise and control the business, property, and affairs of the Corporation, except as otherwise expressly provided by law, the Articles of Incorporation of the Corporation, or these Bylaws.

Section 2. Number and Qualifications. The members of the initial Board of Directors of the Corporation shall be those individuals named in the Articles of Incorporation and shall serve until their successors are elected and qualified. Thereafter, the Board of Directors of the Corporation shall be composed of no less than five (5) and no more than seven (7) individuals. The number of directors may be decreased, but no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Election and Term of Office. The members of the Board of Directors shall be comprised of:

- (a) at least two (2), but no more than three (3) volunteers of the Lucas Fire-Rescue Department to be selected by the volunteers of Lucas Fire-Rescue Department.;
- (b) at least two (2), but no more than four (4) citizens of the City of Lucas to be appointed by the City Council (process similar to the appointments to boards and commission);
- (c) terms shall be staggered such that terms shall be two (2) years in length, except for the initial year when some terms shall be one (1) year as determined by the Board of Directors; and
- (d) a member of the City Council shall serve as liaison, but shall not be a voting member of the board.

Section 4. Resignation. Any director may resign at any time by giving written notice to the President of the Corporation. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the President of the Corporation.

Section 5. Removal. Any director may be removed from such office, with or without cause, by a majority vote of the Council at any regular or special meeting of the Council called expressly for that purpose.

Section 6. Vacancies. Vacancies shall be filled by majority vote of the Lucas City Council for the unexpired term.

Section 7. Regular Meetings. A regular annual meeting of the Board of Directors of the Corporation shall be held each year, at such time, day and place as shall be designated by the Board of Directors.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called at the direction of the Chair or by a majority of the voting directors then in office, to be held at such time, day, and place as shall be designated in the notice of the meeting.

Section 9. Notice. Notice of the time, day, and place of any meeting of the Board of Directors shall be given at least three (3) days previous to the meeting and in the manner set forth in Section 2 of Article VII. The purpose for which a special meeting is called shall be stated in the notice. Any director may waive notice of any meeting by a written statement executed either before or after the meeting. Attendance and participation at a meeting without objection to notice shall also constitute a waiver of notice.

Section 10. Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 11. Manner of Acting. Except as otherwise expressly required by law, the Articles of Incorporation of the Corporation, or these Amended and Restated Bylaws, the affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act

of the Board of Directors. Each director shall have one vote. Voting by proxy shall not be permitted.

Section 12. Conflicts of Interest.

- (a) In the event any director has a conflict of interest that might properly limit such director's fair and impartial participation in Board deliberations or decisions, such director shall inform the Board as to the circumstances of such conflict. If those circumstances require the nonparticipation of the affected director, the Board may nonetheless request from the director any appropriate nonconfidential information which might inform its decisions. "Conflict of interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Corporation in which a director has a direct or indirect personal interest, or any transaction in which a director is unable to exercise impartial judgment or otherwise act in the best interests of the Corporation.
- (b) No director shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization to which such director has allegiance, has a personal interest that may be seen as competing with the interest of the Corporation. Any director who believes he or she may have such a conflict of interest shall so notify the Board prior to deliberation on the matter in question, and the Board shall make the final determination as to whether any director has a conflict of interest in any matter. The minutes of the Board meeting shall reflect disclosure of any conflict of interest and the recusal of the interested director.
- (c) The Corporation may not make any loan to a director or officer of the Corporation. A director, officer or committee member of the Corporation may not lend money to and otherwise transact business with the Corporation except as otherwise provided by these Bylaws, the article of incorporation, and applicable law. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation may not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the Corporation's best interests. The Corporation may not borrow money from or otherwise transact business with a director, officer or committee member of the Corporation without full disclosure of all relevant facts and without the Board's approval, not including the vote of any person having a personal interest in the transaction.

Article V
Officers

Section 1. Officers. The officers of the Corporation shall minimally consist of a President, a Secretary and a Treasurer. The Corporation shall have such other officers as the Board of Directors may deem necessary, and such officers shall have the authority prescribed by the

Board. One person shall not hold two offices with the exception of Secretary-Treasurer, which may be filled by the same person.

Section 2. Election of Officers. The officers of the Corporation shall be elected by the directors at the annual meeting of the Board of Directors.

Section 3. Term of Office. The officers of the Corporation shall be installed at the annual meeting at which they are elected and shall hold office for one year until the next annual meeting or until their respective successors shall have been duly elected.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Chair of the Board. Such resignation shall take effect at the time specified in the notice, or if no time is specified, then immediately.

Section 5. Removal. Any officer may be removed from such office, with or without cause, by a majority vote of the directors at any regular or special meeting of the Board called expressly for that purpose.

Section 6. Vacancies. A vacancy in any office shall be filled by the Board of Directors for the unexpired term.

Section 7. President. The President shall give active direction and exercise oversight pertaining to all affairs of the Corporation. He or she may sign contracts or other instruments, which the Board of Directors has authorized to be executed, and shall perform all duties incident to the office of President as may be prescribed by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors; see that all notices are duly given in accordance with the provisions of these Bylaws, maintain corporate records; and in general perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board of Directors.

Section 9. Treasurer. The Treasurer shall be responsible for and oversee all financial matters of the Corporation. The Treasurer shall properly receive and give receipts for moneys due and payable to the Corporation and deposit all such moneys in the name of the Corporation in appropriate banks, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors.

Section 10. Bonding. If requested by the Board of Directors, any person entrusted with the handling of funds or valuable property of the Corporation shall furnish, at the expense of the Corporation, a fidelity bond approved by the Board of Directors.

Article VI Committees

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, which committees shall have and exercise the authority of the Board of Directors in the governance of the Corporation. However, no committee shall have the authority to amend or repeal these Bylaws,

elect or remove any officer or director, adopt a plan of merger, or authorize the voluntary dissolution of the Corporation.

Section 2. Executive Committee. Between meetings of the Board of Directors, ongoing oversight of the affairs of the Corporation may be conducted by an Executive Committee, the membership of which shall be as set forth in a resolution of the Board.

Section 3. Other Committees and Task Forces. The Board of Directors may create and appoint members to such other committees and task forces as they shall deem appropriate. Such committees and task forces shall have the power and duties designated by the Board of Directors, and shall give advice and make non-binding recommendations to the Board.

Section 4. Term of Office. Each member of a committee shall serve for one year until the next annual meeting of the Board of Directors and until a successor is appointed, unless the committee is sooner dissolved.

Section 5. Vacancies. Vacancies in the membership of committees may be filled by the Chair of the Board.

Section 6. Rules. Each committee and task force may adopt rules for its meetings not inconsistent with these Bylaws or with any rules adopted by the Board of Directors.

Article VII Fiscal Year and Notice

Section 1. Fiscal Year. The Corporation's fiscal year will begin on the first day of October and end on the last day in September of each year.

Section 2. Notice. Whenever under the provisions of these Bylaws notice is required to be given to a director, officer, or committee member, such notice shall be given in writing by first-class mail or overnight delivery service with postage prepaid to such person at his or her address as it appears on the records of the Corporation. Such notice shall be deemed to have been given when deposited in the mail or the delivery service. Notice may also be given by facsimile, electronic mail, or hand delivery, and will be deemed given when received.

Article VIII Indemnification

Unless otherwise prohibited by law, the Corporation shall indemnify any director or officer or any former director or officer, and may by resolution of the Board of Directors indemnify any employee, against any and all expenses and liabilities incurred by him or her in connection with any claim, action, suit, or proceeding to which he or she is made a party by reason of being a director, officer, or employee. However, there shall be no indemnification in relation to matters as to which he or she shall be adjudged to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence in the performance of a duty to the Corporation.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, or employee. The Corporation may advance expenses or, where appropriate, may itself undertake the defense of any director, officer, or employee. However, such director, officer, or employee shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

The Board of Directors may also authorize the purchase of insurance on behalf of any director, officer, employee, or other agent against any liability incurred by him which arises out of such person's status as a director, officer, employee, or agent, whether or not the Corporation would have the power to indemnify the person against that liability under law.

Article IX Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws adopted upon the affirmative vote of a majority of all the directors then in office at any regular or special meeting of the Board.

Article X Miscellaneous Provisions

Legal Authorities Governing Construction of Bylaws

Section 1. These Bylaws will be construed under Texas law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

Section 2. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any Bylaws provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

Headings

Section 3. The headings used in the Bylaws are for convenience and may not be considered in construing the Bylaws.

Number

Section 4. All singular words include the plural, and all plural words include the singular.

Seal

Section 5. The Board of Directors may provide for a Corporate Seal. Such a seal would consist of two concentric circles containing the words "Friends of Lucas Fire-Rescue, Inc." "Texas," in one circle and the word "Incorporated" together with the date of incorporation in the other circle.

Power of Attorney

Section 6. A person may execute any instrument related to the Corporation by means of a Power of Attorney if an original executed copy of the Power of Attorney is provided to the secretary to be kept with the corporate records.

Parties Bound

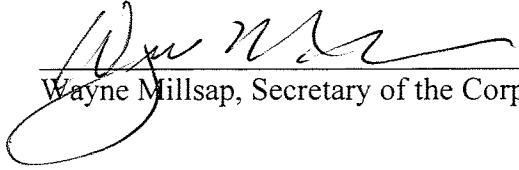
Section 7. The Bylaws will bind and insure to the benefit of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives successors, and assigns except as the Bylaws otherwise provide.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Friends of Lucas Fire-Rescue, Inc. and that these Amended and Restated Bylaws constitute the Corporation's. These Amended and Restated Bylaws were duly adopted at a meeting of the Board of Directors held on January 19, 2016.

Dated: _____

1/19/2016


Wayne Millsap, Secretary of the Corporation



City of Lucas Council Agenda Request February 16, 2017

Item No. 10

Requester: Finance Director Liz Exum

Agenda Item:

Consider setting the date of July 27, 2017 for the 2017-2018 budget workshop session.

Background Information:

Staff is proposing to hold a special budget workshop meeting on Thursday, July 27, 2017 at 6:00 pm to discuss the Fiscal Year 2017-2018 proposed budget.

Attachments/Supporting Documentation:

1. FY 17-18 Budget Calendar

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

I make a motion to call a special budget workshop meeting for Thursday, July 27, 2017 at 6:00 pm to discuss the fiscal year 2017-2018 proposed budget.

FY 2017-2018 BUDGET CALENDAR

Mon. - Jun 5th	Budget packets due to Departments.
Mon. Jun 12th – Thurs. - Jun 15th	Staff Budget Meetings with City Mgr.:
Mon. Jun 12th	(9-12) - Joe H Development Services PW Operations & Parks Revenue & Facilities
Mon. Jun 12 th	(2-3) Linezka – IT Services
Tues. Jun 13 th	(9-12) Stanton F Engineering Capital Projects Street Maintenance
Wed. Jun 14 th	(9-12) Ted S Fire/Rescue Emergency Management
Thurs. Jun 15 th	(9-10) Stacy H City Secretary City Council Court
Thurs. Jun 15 th	(10-11) Janice Human Resources
Mon. Jun 19 th	(9-12) Liz E Final Review
Mon. Jun 19th	Budgets due to Finance Director
Tues. - Jul 18th	Budget Workshop materials due to City Secretary.
Thurs -Jul 27th (special mtg)	Budget Workshop 6:00 p.m. (Dinner will be provided)
Thurs. Aug 3rd (reg. mtg)	City Council Meeting to discuss tax rate; take record vote. Schedule 2 public hearings for tax rate if proposed tax rate exceeds effective rate. Schedule 1 public hearing for FY 17/18 budget.
Thurs. Aug 10 th	Notice of 2017 Proposed Property Tax Rate publication in The Allen American. (Ad placed by county). Post on City Website.
	Note: The City Council must publish notice of the public hearing in at least one newspaper of general circulation in the county in which the municipality is located. This notice shall be published at least 7 days before the public Hearing and not more than 30 days before the date of the hearing. LGC 102.0065(b.)
Mon. Aug 14 th	Preliminary Budget due to City Secretary. Post on City Website.

Note: The Council may not pass the City Tax Levy for a period of at least 30 days after the date in which the Preliminary budget is filed with the City Secretary. LGC 102.005.

Thurs. Aug 17 th (reg. mtg)	Publication Notice in the Allen American regarding public hearing for the Budget for the City and Fire District. (Ad placed by city). Post on City Website.
Thurs. Aug 17 th (reg. mtg)	First Public Hearing on the proposed tax rate (seven days after publication). Discuss FY 2017-2018 Budget.
Thurs. Sept 7 th (reg. mtg)	First Public Hearing on FY 2017-2018 Budget. Second Public Hearing on the proposed tax rate. Meeting to adopt tax rate 3-14 days from this date.
Thurs. Sept 21 st (reg. mtg)	The City Council shall pass an ordinance Adopting the Budget for FY 2017-2018.
Thurs. Sept 21 st (reg. mtg)	The City Council shall pass an ordinance Setting the Tax Rate for 2017-2018.
Fri. Sept 22 nd	Final Budget is filed with the City Secretary and the County Clerk.



City of Lucas Council Agenda Request February 16, 2017

Requester: Mayor Jim Olk

Agenda Item:

Executive Session:

The City Council may enter into Executive Session as permitted under the Texas Government Code, Section 551.072 to deliberate the purchase, exchange, lease or value of real property within the City of Lucas.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City of Lucas Council Agenda Request February 16, 2017

Requester: Mayor Jim Olk

Agenda Item:

Reconvene into open session and take any action necessary as a result of the Executive Session.

Background Information:

NA

Attachments/Supporting Documentation:

NA

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA