

# City of Lucas City Council Meeting March 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, March 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. Approval of the minutes of the March 2, 2017 City Council meeting. (City Secretary Stacy Henderson)
- 4. Approval of the City of Lucas Investment Report for quarter ending December 31, 2016. (Finance Director Liz Exum)

#### **Public Hearing**

- 5. Continuation of a public hearing to consider the 2017 Comprehensive Plan for the City of Lucas including the Sewer Master Plan Map, Water System Map, Thoroughfare Plan Map, and Land Use Map: (Development Services Director Joe Hilbourn)
  - A. Presentation by Development Services Director Joe Hilbourn
  - B. Continuation of the Public Hearing
  - C. Take action regarding adopting Ordinance 2017-03-00850 approving the 2017 Comprehensive Plan for the City of Lucas including the Sewer Master Plan Map, Water System Map, Thoroughfare Plan Map, and Land Use Map

#### Regular Agenda

- 6. Presentation and discussion regarding the provision of law enforcement services by the Collin County Sheriff's Office. (Collin County Sheriff Jim Skinner)
- 7. Consider the approval of the City of Lucas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016 presented by BrooksCardiel, PLLC. (Finance Director Liz Exum)
- 8. 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 proposal from Barnes Waste Disposal Services (BWDS) regarding waste collection and disposal services that are available to the City of Lucas including:
    - Solid waste residential collection
    - Solid waste commercial collection and the provision of dumpsters
    - residential bulk/brush/yard waste collection services
  - B. Receive a proposal from Community Waste Disposal (CWD) regarding waste collection and disposal services 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
  - C. 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.

- 9. Consider authorizing the City Manager to proceed with the acquisition of emergency radio hardware and software in the amount of \$83,764.87 from Motorola and to appropriate funding from the unrestricted General Fund reserves to Account 11-6300-420 in the 2016-2017 budget. (Fire Chief Ted Stephens)
- 10. Receive update regarding the Collin County Roadway Action Plan and proposed Collin County Bond election for future funding. (Mayor Olk)
- 11. Receive update from the Collin County Sheriff's Office regarding recent criminal activity in the City related to vehicle and/or property damage caused by criminal mischief and provide any necessary direction to staff as a result of such report. (Collin County Deputy Brent Collins)

#### **Executive Session**

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

An Executive Session is not scheduled for this meeting.

12. 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 March 13, 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.



NA

# City of Lucas City Council Agenda Request March 16, 2017

Requester:	Mayor Jim Olk	
Agenda Item:		
Citizens' Input		
Background I	nformation:	
NA		
Attachments/S	Supporting Documentation:	
NA		
Budget/Financ	cial Impact:	
NA		
Recommendat	ion:	
NA		
<b>Motion:</b>		



# City of Lucas Council Agenda Request March 16, 2017

Requester: City Manager Joni Clarke

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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

Item No. 03 - 04



# City of Lucas Council Agenda Request March 16, 2017

Requester: City Secretary Stacy Henderson, Finance Director Liz Exum

#### Consent Agenda Items:

- 3. Approval of the minutes of the March 2, 2017 City Council meeting.
- 4. Approval of the City of Lucas Investment Report for quarter ending December 31, 2016.

#### **Background Information:**

NA

#### **Attachments/Supporting Documentation:**

- 1. Minutes of the March 2, 2017 City Council meeting
- 2. Quarterly Investment Report ending December 31, 2016

#### **Budget/Financial Impact:**

NA

#### Recommendation:

City Staff recommends approval of the Consent Agenda.

#### Motion:

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



#### City of Lucas **City Council Meeting** March 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: Staff Present:** 

Mayor Jim Olk City Manager Joni Clarke Mayor Pro Tem Kathleen Peele City Attorney Joe Gorfida Councilmember Wayne Millsap City Secretary Stacy Henderson

Councilmember Tim Baney Development Services Director Joe Hilbourn

Councilmember Steve Duke Public Works Director/City Engineer Stanton Foerster

Councilmember Philip Lawrence Finance Director Liz Exum

Councilmember Debbie Fisher Executive Assistant/Special Projects Coordinator Cathey Bonczar

Human Resources Generalist Janice Babcock

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.

Councilmember Fisher noted that the McKinney Airport Planning Advisory Committee would be holding a meeting at the McKinney Airport on March 8 that was open to the public to view elements of the master plan update.

There was no discussion regarding particular bills being considered by the 85th Legislature. Mayor Olk asked that any House Bill or Senate Bill the Council would like to watch more closely to notify the City Attorney.

#### Consent Agenda

3. Consider approval of the minutes of the February 16, 2017 City Council meeting.

**MOTION**: A motion was made by Councilmember Fisher, seconded by Councilmember Duke to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

#### **Presentations**

- 4. Presentation and discussion from Lovejoy High School and Willow Springs Middle School students participating in the Lovejoy ISD Independent Studies Program:
  - Lindsay Haden Lovejoy High School
  - Catherine Wilson Willow Springs Middle School

Presentations were given by Lindsay Haden regarding child behavior and weather, and Catherine Wilson regarding equine therapy.

#### **Public Hearing**

5. Consider the 2017 Comprehensive Plan for the City of Lucas including the Sewer Master Plan Map, Water System Map, Thoroughfare Plan Map, and Land Use Map:

A presentation was given by Development Services Director Joe Hilbourn regarding the Comprehensive Plan and the two items remaining for consideration regarding Winningkoff Road becoming a dead-end street, and zoning consideration for the four properties located near Lovejoy High School. Mr. Hilbourn noted that the Planning and Zoning Commission voted in favor by a 3 to 2 vote, to approve creating a dead end at Winningkoff Road and to change the zoning for the four residential lots near Lovejoy High School to Village Center zoning.

Councilmember Fisher and Development Services Director Joe Hilbourn discussed the commercial zoning assigned to schools on the Land Use Map. Mr. Hilbourn explained that because schools had access to sewer, and sewer was not provided within residential districts, schools were being zoned as commercial on the Land Use Map. Councilmember Fisher noted that not all schools were connected to sewer, such as Hart Elementary, which was not on the City's Sewer Master Plan.

Mayor Olk opened the public hearing at 7:30 pm and called individuals forward that requested to speak.

Dallas Robertson, 2630 Estates Parkway, stated that the Planning and Zoning Commission voted in favor of Village Center zoning as the best possible use for future development in that area, and stated that he was in favor of the zoning being changed.

Rebecca Mark, 2550 Estates Parkway, noted that she was in favor of the four properties being rezoned to Village Center zoning, as she believed it was the best use for future development in that area. Ms. Mark also spoke to the difficulties that could be faced should their properties be redeveloped and not be in compliance with the Comprehensive Plan.

There were no further comments from the audience.

Mayor Olk reviewed his edits to the Comprehensive Plan document with the Council and forwarded his comments to City staff for inclusion to the updated document.

The City Council and Public Works Director/City Engineer Stanton Foerster discussed creating a dead-end at Winningkoff Road and the advantages and disadvantages associated with that. Items discussed included minimizing traffic, existing traffic routes and traffic volumes, and potential increased in traffic associated with the McKinney Airport expansion. The Council also discussed the proposed Collin County future thoroughfare plans.

Mayor Olk and Councilmembers Millsap and Duke were in agreement that the highest and best use for the four properties near the high school should be changed to Village Center zoning allowing for tighter controls in development with Village Center zoning, and creating a good transition to residential zoning nearby.

Councilmembers Fisher, Baney, Lawrence and Mayor Pro Tem Peele were opposed to changing the zoning to Village Center and did not want to create more commercial zoning in the area. Councilmember Fisher noted that the Comprehensive Plan states that commercial growth on both sides of heavily traveled highways should be avoided.

Mayor Olk suggested that the item be tabled to update the Comprehensive Plan with the edits he recommended and asked staff to update the Land Use Map to reflect R-2 zoning on the four residential properties located near Lovejoy High School as a majority of Council had recommended.

A motion was made by Councilmember Duke, seconded by Councilmember Lawrence to continue the *MOTION:* public hearing and table this agenda item to the March 16, 2017 City Council meeting and update the Land Use Map to reflect R-2 zoning for the four residential lots near Lovejoy High School. The motion passed unanimously by a 7 to 0 vote.

#### Regular Agenda

- 6. Discuss and consider water projects and funding strategy to fund design and construction:
  - A) Water Fund projects for consideration and prioritization:
    - 1. Elevated Water Tower, Wiltshire Court to the North Pump Station 8-Inch Connection and Pressure Regulating Valves
    - 2. Parker Road Waterline Phase 2 (from Shepherds Creek Drive to Santa Fe Trail)
    - 3. Parker Road Waterline Phase 3T (From Santa Fe Trail to Stinson Road)
    - 4. Replace three existing pumps at the North Pump Station
    - 5. Add new pump house at the North Pump Station with three 500 GPM pumps
    - 6. Any additional water projects that Council may determine
  - B) Discuss funding strategies including using unencumbered line item balances in the Capital fund, unrestricted Water Fund reserves and work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation and provide guidance to staff on the specified amount required to fund the water system projects.

**3** | P a g e City Council Public Works Director/City Engineer Stanton Foerster discussed the addition of a 500,000 gallon elevated storage tank at the North Pump Station that would allow for the elimination of the lower pressure plane, increase the manageability of the water system, and increase water storage capacity.

Councilmember Millsap discussed the prioritization of the five water projects proposed listed in (A) above, as well as possible funding strategies using Water Reserve funding and Certificates of Obligation.

**MOTION**:

A motion by Councilmember Millsap, seconded by Councilmember Lawrence to approve the following water projects: 1) Elevated Water Tower, Wiltshire Court to the North Pump Station 8-Inch Connection and Pressure Regulating Valves; 2) Parker Road Waterline Phase 2 from Shepherds Creek Drive to Santa Fe Trail; 3) Parker Road Waterline Phase 3T from Santa Fe Trail to Stinson Road; 4) Restore or replace pumps at the North Pump Station; 5) Add new pump house at the North Pump Station with three 500 GPM pumps; and to use the remaining balances in accounts 21-8210-490-120 and 21-8210-490-122 in an amount not to exceed \$142,964; to use Water Fund reserves in an amount not to exceed \$142,000; and to direct the City Manager to engage SAMCO Financial Advisors to assist on the Notice of Intention Resolution to issue Certificates of Obligation up to \$3,000,000. The motion passed unanimously by a 7 to 0 vote.

- 7. Discuss and consider roadway projects, determine priority and funding strategy to fund design and construction:
  - A) General Fund roadway projects for consideration and prioritization:
    - 1. Winningkoff Rd Reverse Curve (design funded in FY 16/17)
    - 2. Stinson Rd/W. Lucas Rd Intersection (design funded in FY 16/17)
    - 3. Country Club Road/Estates Parkway Intersection
    - 4. Winningkoff Road (Reverse Curve to Snider Lane)
    - 5. Stinson Road South of Bridge
    - 6. Blondy Jhune Road (West Bridge to Winningkoff Road)
    - 7. Stinson Road North of Bridge (middle section)
    - 8. Winningkoff Road (E. Lucas Rd to Reverse Curve)
    - 9. Any additional roadway projects that Council may determine.
  - B) Discuss funding strategy including using unencumbered line item balances in the Capital fund, unrestricted General Fund reserves and work with SAMCO Financial Advisors on the Notice of Intention Resolution to issue Certificates of Obligation and provide guidance to staff on the specified amount required to fund the roadway projects.

Councilmember Millsap discussed the eight projects proposed that would total approximately 12 million to fund. He discussed various funding options such as using excess reserves in the General Fund and Certificates of Obligation.

The Council discussed the City's debt level, the current tax rate that was 3 cents lower than most other cities in the Collin County area, as well as funding that could be done without a tax increase. The Council also discussed future expenditures such as a new fire engine, and the need to maintain reserves to address other items as they arise.

The Council was in agreement to fund Items 1 through 6 outlined in (A) above, removing items 7 and 8 from the list above, and using remaining fund balance from roadway projects, excess funds from the General Fund, and Certificates of Obligation to fund the projects.

**MOTION**:

A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to approve the following roadway projects: 1) Winningkoff Road Reverse Curve in the amount of \$964,000; 2) Stinson Road/W. Lucas Rd Intersection in the amount of \$453,000; 3) Country Club Road/Estates Parkway Intersection in the amount of \$350,000; 4) Winningkoff Road - Reverse Curve to Snider Lane in the amount of \$1,400,000; 5) Stinson Road South of Bridge in the amount of \$2,267,000; and 6) Blondy Jhune Road - West Bridge to Winningkoff Road in the amount of \$2,700,000, and to use the remaining balance in account 21-8210-491-123 in an amount not to exceed \$749,000, to use excess General Fund in an amount not to exceed \$1,385,000, and to direct the City Manager to engage SAMCO Financial Advisors to assist on the Notice of Intention Resolution to issue Certificates of Obligation up to \$6 million. The motion passed unanimously by a 7 to 0 vote.

#### **Executive Session**

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

8. 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.

The City Council convened into Executive Session at 9:04 pm.

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

The City Council reconvened from Executive Session at 9:18 pm. There was no action taken as a result of the Executive Session.

10. Adjournment.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember D meeting at 9:19 pm. The motion passed unanimously by a 7 to 0 vote.		
APPROVED:	ATTEST:	
Jim Olk, Mayo	Stacy Henderson, City Secretary	

# CITY OF LUCAS QUARTERLY INVESTMENT REPORT

**Quarter Ended** 

December 31, 2016

ANB- RTR FM 2551 AAAm \$156,643.20 \$1,157,028.78 \$1,000,385.58 Capital Fund  TOTAL Bank Accounts \$13,081,499.92 \$14,619,581.58 \$1,538,081.66 Interest Rate 0.20% 0.20% \$0.00 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 0 0  Pools  Logic - General Fund AAAm \$189,718.43 \$189,990.58 \$272.15 Logic - Water Fund AAAm \$1,349,966.36 \$1,351,902.86 \$1,936.50 Interest Rate 0.83229% 0.8791% \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 0 0  Lone Star Invest - General Fund AAAm \$1,944,198.47 \$1,945,585.05 \$1,386.58 Lone Star Invest- Water Fund AAAm \$730,413.07 \$730,933.99 \$520.92 Interest Rate 0.4014% 0.4560% \$0.00055 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 0 0  Tex Pool - Debt Service Fund AAAm \$709,935.08 \$1,122,911.62 \$412,976.54 Interest Rate 0.3828% 0.4570% \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 0 0  Tex Pool - Debt Service Fund AAAm \$709,935.08 \$1,122,911.62 \$412,976.54 Interest Rate 0.3828% 0.4570% \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 5 1 0 0  TOTAL Pools \$4,924,231.41 \$5,341,324.10 \$417,092.69	Bank Account Name	Rating	October 1, 2016	December 31, 2016	Changes	Total Portfolio
ANA - 2015 CO AAAm \$1,681,894.46 \$1,682,455.14 \$560.68 Capital & Water Fund  MAB - Reter Fund  ANB - Reter West Lucas AAAm \$2,100,000.00 \$2,000,100.00 \$99,900.00 General Fund  ANB - RTR West Lucas AAAm \$63,107.53 \$63,128.57 \$21.04 Capital Fund  ANB - RTR West Lucas AAAm \$156,643.20 \$1,157,028.78 \$1,000,385.58 Capital Fund  ANB - RTR FM 2551 AAAm \$156,643.20 \$1,157,028.78 \$1,000,385.58 Capital Fund  TOTAL Bank Accounts \$13,081,499.92 \$14,619,581.58 \$1,538,081.66 Interest Rate 0.20% 0.20% \$0.00 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$  Pools  Logic - General Fund AAAm \$1,349,966.36 \$1,351,902.86 \$1,936.50 Interest Rate 0.8329% 0.871% \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.00055 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.00055 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$1.22,911.62 \$412,976.54 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$412,796.54 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$412,796.54 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$412,796.54 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$1\$ \$0\$ \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) \$1\$ \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00074 \$0.00	ANB	AAAm	\$9,079,854.73	\$9,716,869.09	\$637,014.36	48.68%
Capital & Water Fund         \$2,100,000.00         \$2,000,100.00         \$99,900.00           ANB - RTR West Lucas         AAAm         \$63,107.53         \$63,128.57         \$21.04           Capital Fund         \$156,643.20         \$1,157,028.78         \$1,000,385.58           Capital Fund         \$13,081,499.92         \$14,619,581.58         \$1,538,081.66           TOTAL Bank Accounts         \$13,081,499.92         \$14,619,581.58         \$1,538,081.66           Interest Rate         0.20%         0.20%         50.00           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Pools           Logic - General Fund         AAAm         \$1,89,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0,000.462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Unone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0,00055           Weighte	Pooled Cash			7.00		
AAAm \$2,100,000.00 \$2,000,100.00 \$99,900.00 General Fund  ANB - RR West Lucas AAAm \$63,107.53 \$63,128.57 \$21.04 Capital Fund  ANB - RTR FW ets Lucas AAAm \$156,643.20 \$1,157,028.78 \$1,000,385.58 Capital Fund  ANB - RTR FM 2551 AAAm \$156,643.20 \$1,157,028.78 \$1,000,385.58 Capital Fund  TOTAL Bank Accounts \$13,081,499.92 \$14,619,581.58 \$1,538,081.66 Interest Rate 0.20% 0.20% 50.00  Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 0  Pools  Logic - General Fund AAAm \$189,718.43 \$189,90.58 \$272.15 Copie - General Fund AAAm \$1,349,966.36 \$1,351,902.86 \$1,936.50 Copie - General Fund AAAm \$1,349,966.36 \$1,351,902.86 \$1,936.50 Copie - General Fund AAAm \$1,349,966.36 \$1,351,902.86 \$1,365.50 Copie - General Fund AAAm \$1,944,198.47 \$1,945,585.05 \$1,386.58 Copie - General Fund AAAm \$1,944,198.47 \$1,945,585.05 \$1,386.58 Copie - General Fund AAAm \$730,413.07 \$730,933.99 \$520.92 Copie - General Fund AAAm \$730,413.07 \$	ANB - 2015 CO	AAAm	\$1,681,894.46	\$1,682,455.14	\$560.68	8.43%
General Fund         AAAm         \$63,107.53         \$63,128.57         \$21.04           Capital Fund         \$156,643.20         \$1,157,028.78         \$1,000,385.58           Capital Fund         \$13,081,499.92         \$14,619,581.58         \$1,538,081.66           TOTAL Bank Accounts         \$13,081,499.92         \$14,619,581.58         \$1,538,081.66           Interest Rate         0.20%         0.20%         \$0.00           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Pools           Logic - General Fund         AAAm         \$1,89,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - Water Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00075	Capital & Water Fund					
ANB - RTR West Lucas AAAm \$63,107.53 \$63,128.57 \$21.04 Capital Fund  ANB - RTR FM ZS51 AAAm \$156,643.20 \$1,157,028.78 \$1,000,385.58 Capital Fund  TOTAL Bank Accounts \$13,081,499.92 \$14,619,581.58 \$1,538,081.66 Interest Rate 0.20% 0.20% \$0.00 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 0 0  Pools  Logic - General Fund AAAm \$189,718.43 \$189,990.58 \$272.15 Logic - Water Fund AAAm \$1,349,966.36 \$1,351,902.86 \$1,936.50 Interest Rate 0.8329% 0.8791% \$0.000462 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 0 0  Lone Star Invest - General Fund AAAm \$1,944,198.47 \$1,945,585.05 \$1,386.58 Lone Star Invest - General Fund AAAm \$730,413.07 \$730,933.99 \$520.92 Interest Rate 0.40104% 0.4560% \$0.00055 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 1 0 0  Tex Pool - Debt Service Fund AAAm \$790,935.08 \$1,122,911.62 \$412,976.54 Interest Rate 0.3828% 0.4570% \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 1 0 0  Tex Pool - Debt Service Fund AAAm \$709,935.08 \$1,122,911.62 \$412,976.54 Interest Rate 0.3828% 0.4570% \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 1 0 0  Tex Pool - Debt Service Fund AAAm \$709,935.08 \$1,122,911.62 \$412,976.54 Interest Rate 0.3828% 0.4570% \$0.00074 Weighted Average Life/Days(Balances assumed to have a one day maturity) 1 1 1 1 0 0  Total Pools \$4,924,231.41 \$5,341,324.10 \$417,092.69	ANB - Reserve	AAAm	\$2,100,000.00	\$2,000,100.00	-\$99,900.00	10.02%
Capital Fund         AAAm         \$156,643.20         \$1,157,028.78         \$1,000,385.58           Capital Fund           TOTAL Bank Accounts         \$13,081,499.92         \$14,619,581.58         \$1,538,081.66           Interest Rate         0.20%         0.20%         \$0.00           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Pools           Logic - General Fund         AAAm         \$189,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,941,98.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund	General Fund					
Capital Fund         \$13,081,499.92         \$14,619,581.58         \$1,588,081.66           Interest Rate         0.20%         0.20%         \$0.00           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Pools           Logic - General Fund         AAAm         \$189,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386,58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520,92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074	ANB - RTR West Lucas	AAAm	\$63,107.53	\$63,128.57	\$21.04	0.32%
Capital Fund         \$13,081,499.92         \$14,619,581.58         \$1,538,081.66           Interest Rate         0.20%         0.20%         \$0.00           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Pools           Logic - General Fund         AAAm         \$189,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074	Capital Fund	1177.411		100000000		
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Pools         1         1         0           Logic - General Fund         AAAm         \$189,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	TOTAL Bank Accounts		\$13,081,499.92	\$14,619,581.58	\$1,538,081.66	73.24%
Pools           Logic - General Fund         AAAm         \$189,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Interest Rate		0.20%	0.20%	\$0.00	
Logic - General Fund         AAAm         \$189,718.43         \$189,990.58         \$272.15           Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Weighted Average Life/Days(Balances assume	ed to have a one day maturity)	1	1	0	
Logic - Water Fund         AAAm         \$1,349,966.36         \$1,351,902.86         \$1,936.50           Interest Rate         0.8329%         0.8791%         \$0.000462           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest - Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Pools					
Interest Rate   0.8329%   0.8791%   \$0.000462	Logic - General Fund	AAAm	\$189,718.43	\$189,990.58	\$272.15	0.95%
Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest- Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Logic - Water Fund	AAAm	\$1,349,966.36	\$1,351,902.86	\$1,936.50	6.77%
Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest- Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Interest Rate		0.8329%	0.8791%	\$0.000462	
Lone Star Invest - General Fund         AAAm         \$1,944,198.47         \$1,945,585.05         \$1,386.58           Lone Star Invest- Water Fund         AAAm         \$730,413.07         \$730,933.99         \$520.92           Interest Rate         0.4014%         0.4560%         \$0.00055           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           Tex Pool - Debt Service Fund         AAAm         \$709,935.08         \$1,122,911.62         \$412,976.54           Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Weighted Average Life/Days(Balances assume	ed to have a one day maturity)	1	1	0	
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Weighted Average Life/Days(Balances assumed to have a one day maturity)  Tex Pool - Debt Service Fund  AAAm  \$709,935.08  \$1,122,911.62  \$412,976.54  Interest Rate  0.3828%  0.4570%  \$0.00074  Weighted Average Life/Days(Balances assumed to have a one day maturity)  1  1  0  TOTAL Pools  \$4,924,231.41  \$5,341,324.10  \$417,092.69	Lone Star Invest- Water Fund	AAAm	\$730,413.07	\$730,933.99	\$520.92	3.66%
Weighted Average Life/Days(Balances assumed to have a one day maturity)  Tex Pool - Debt Service Fund  AAAm  \$709,935.08  \$1,122,911.62  \$412,976.54  Interest Rate  0.3828%  0.4570%  \$0.00074  Weighted Average Life/Days(Balances assumed to have a one day maturity)  1  1  0  TOTAL Pools  \$4,924,231.41  \$5,341,324.10  \$417,092.69	Interest Rate		0.4014%	0.4560%	\$0.00055	
Interest Rate         0.3828%         0.4570%         \$0.00074           Weighted Average Life/Days(Balances assumed to have a one day maturity)         1         1         0           TOTAL Pools         \$4,924,231.41         \$5,341,324.10         \$417,092.69	Weighted Average Life/Days(Balances assume	ed to have a one day maturity)	1	1		
Weighted Average Life/Days(Balances assumed to have a one day maturity)  1 1 0  TOTAL Pools \$4,924,231.41 \$5,341,324.10 \$417,092.69	Tex Pool - Debt Service Fund	AAAm	\$709,935.08	\$1,122,911.62	\$412,976.54	5.63%
TOTAL Pools \$4,924,231.41 \$5,341,324.10 \$417,092.69	Interest Rate		0.3828%	0.4570%	\$0.00074	
TOTAL Pools \$4,924,231.41 \$5,341,324.10 \$417,092.69	Weighted Average Life/Days(Balances assume	ed to have a one day maturity)	1	1	0	
Total Bank Acct and Pools \$18,005,731,33 \$19,960,905,68 \$1,955,174,35			\$4,924,231.41	\$5,341,324.10	\$417,092.69	26.76%
Total Bank Acct and Pools \$18,005,731,33 \$19,960,905,68 \$1,955,174,35			- Advisory Control	- 10200-10 No. 1000	- 1.0 m/m - 1.0	
Total Balik Acct. and Foois \$1,555,751.55	Total Bank Acct. and Pools		\$18,005,731.33	\$19,960,905.68	\$1,955,174.35	100.00%

The invested portfolio of the City of Lucas is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies

Joni Clarke- City Manager

iz Evem - Finance Director

Item No. 05



# City of Lucas City Council Agenda Request March 16, 2017

Requester: Development Services Director Joe Hilbourn

#### Agenda Item:

Continuation of a public hearing to consider the 2017 Comprehensive Plan for the City of Lucas including the Sewer Master Plan Map, Water System Map, Thoroughfare Plan Map, and Land Use Map:

- A. Presentation by Development Services Director Joe Hilbourn
- B. Continuation of the Public Hearing
- C. Take action regarding adopting Ordinance 2017-03-00850 approving the 2017 Comprehensive Plan for the City of Lucas including the Sewer Master Plan Map, Water System Map, Thoroughfare Plan Map, and Land Use Map

#### **Background Information:**

The process to update the City's Comprehensive Plan began in 2015 with staff bringing each chapter to the Planning and Zoning Commission and City Council requesting feedback. Staff has incorporated amendments recommended by the Planning and Zoning Commission and City Council into the updated 2017 Comprehensive Plan.

There is no state law that requires a City to have a Comprehensive Plan; however, if a City would like to enforce zoning it is required to have an adopted Comprehensive Plan that is updated periodically. The Comprehensive Plan is a long-range planning tool that is intended to be used by the City to guide growth and development of the community for the future. The Comprehensive Plan was first adopted in 1980, and as the City developed, the Plan was updated with the last update occurring in 2004. The goal of this update is to continue to make long-range plans for the community of Lucas and incorporate the necessary revisions to help guide the City's development based on the vision of its citizens.

The Comprehensive Plan is required to be adopted following two public hearings. Public hearings for adoption of the amended Comprehensive Plan took place before the Planning and Zoning Commission on February 9, 2017, and before the City Council on March 2, 2017. The public hearing before the City Council was continued and final consideration will be given at the March 16, 2017 City Council meeting.

Final consideration will be given regarding future land use for the four residential properties adjacent to the high school fronting Estates Parkway, and if East Winningkoff Road should be a through street or a dead end on the Thoroughfare Plan.

Item No. 05



# City of Lucas City Council Agenda Request March 16, 2017

#### **Attachments/Supporting Documentation:**

- 1. Ordinance 2017-03-00850 adopting the Comprehensive Plan
- 2. Updated Comprehensive Plan
- 3. Wastewater System Master Plan Map
- 4. Water System Map
- 5. Thoroughfare Plan Map
- 6. Proposed Land Use Map

#### **Budget/Financial Impact:**

NA

#### Recommendation:

The Planning and Zoning Commission approved the Comprehensive Plan by a 3 to 2 vote. The Commission was in favor of allowing Village Center zoning for the four lots adjacent to the high school fronting Estates Parkway. However, two members were not in favor of creating a dead end on East Winningkoff Road.

#### **Motion:**

I make a motion to adopt Ordinance 2017-03-00850 approving the 2017 Comprehensive Plan for the City of Lucas including the Sewer Master Plan Map, Water System Map, Thoroughfare Plan Map, and Land Use Map.

#### **ORDINANCE 2017-03-00850**

[APPROVAL OF 2017 COMPREHENSIVE PLAN]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ADOPTING A NEW COMPREHENSIVE PLAN TO SERVE AS A GUIDE FOR ALL FUTURE CITY COUNCIL ACTION CONCERNING LAND USE AND DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lucas and the governing body of the City of Lucas in compliance with the laws of the State of Texas and the City Charter and Ordinances of the City of Lucas, have given requisite notice by publication and otherwise, after holding due hearings and affording a full and fair hearing to all persons interested, and in the exercise of its legislative discretion in the best interests of the health, safety and welfare of the citizens of the City of Lucas, have concluded that a new comprehensive plan, attached hereto as Exhibit "A" and incorporated herein by reference, should be adopted;

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

**Section 1**. That the City of Lucas shall and does hereby adopt the "2017 Comprehensive Plan of the City of Lucas, Texas" which is attached hereto as Exhibit "A". The 2017 Lucas Comprehensive Plan shall and does hereby serve as the master plan for the physical development of the City to provide recommendations for the growth, development and beautification of the City and its extraterritorial jurisdiction. The 2017 Comprehensive Plan shall also serve as the master plan of the City as a guide to all future city council action concerning land use and development regulations. Nothing herein shall be construed to prohibit amendments to the 2017 Comprehensive Plan by simple majority vote except as may otherwise be required by law.

- **Section 2**. All ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby repealed, provided, however, that all other provisions of said Ordinances that are not in conflict herewith shall remain in full force and effect.
- **Section 3**. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.
- **Section 4**. An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

City of Lucas

Ordinance 2017-03-00850 Approval of 2017 Comprehensive Plan

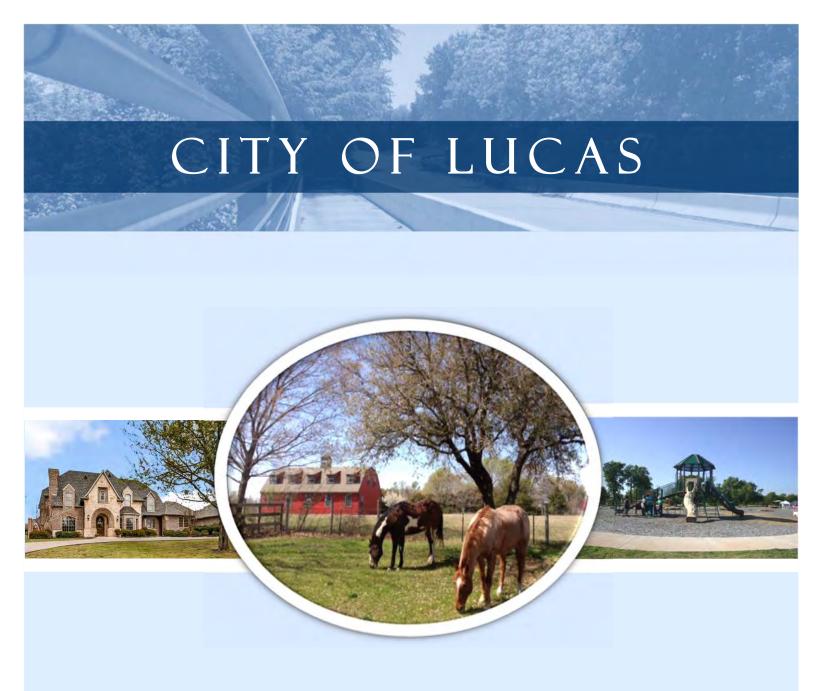
Approved: March 16, 2017

**Section 5**. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

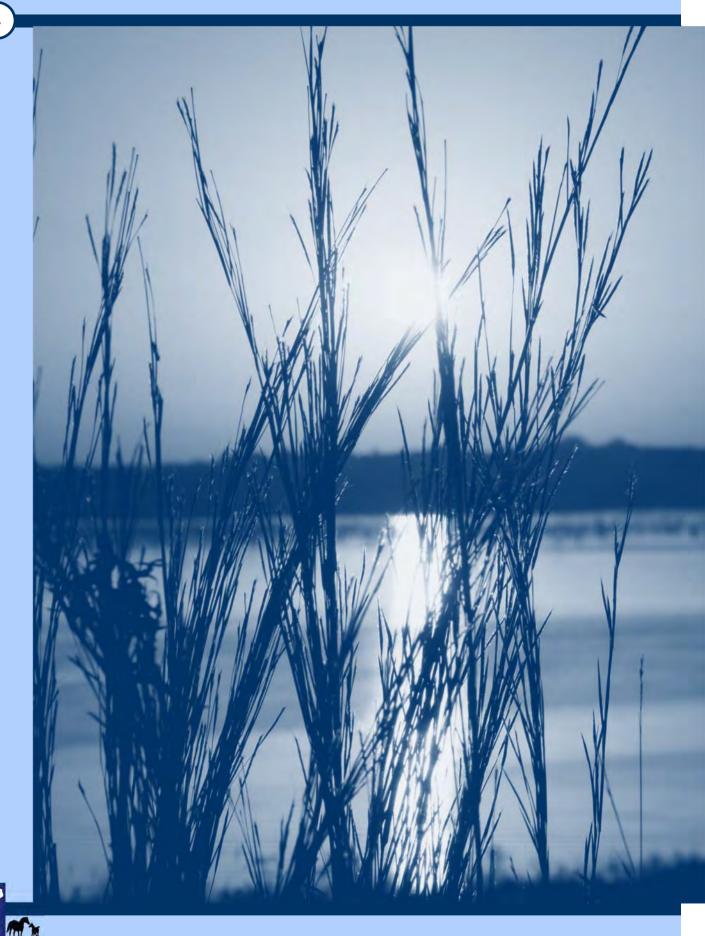
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 16<sup>th</sup> DAY OF MARCH, 2017.

	APPROVED:
	Jim Olk, Mayor
APPROVED AS TO FORM:	ATTEST:
Joseph J. Gorfida, Jr., City Attorney (02-22-2017/84037)	Stacy Henderson, City Secretary

March 16, 2017 -2-



# COMPREHENSIVE PLAN 2017



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# INTRODUCTION

#### **PURPOSE**

The comprehensive plan can be defined as a long-range planning tool that is intended to be used by city staff, decision-makers and citizens to guide the growth and physical development of a community for its future growth. The original plan adopted in the late 1980's initiated the framework for the City of Lucas. Over the years it has been reviewed and updated as growth dictated. Having this comprehensive framework will assist in evaluating proposed actions, decisions concerning changes in local economic and demographic conditions, and resources, as well as guiding future planning scenarios for Lucas.

The State of Texas has established laws that specifically regulate the way incorporated cities such as Lucas can ensure the health, safety, and welfare of their citizens. It gives them the power to regulate the use of land, but only if such regulations are based on a comprehensive plan. Lucas strives to guide future development to accommodate new development without sacrificing the unique character of the city.

In basic terms, the primary objectives of a comprehensive plan are to:

- Manage growth in an orderly manner,
- Minimize potential conflicts between land uses,
- Provide for efficient and cost-effective delivery of public services, and
- Establish a rational and reasonable basis for making decisions about the community.

This updated version of the comprehensive plan will address the preservation of the country atmosphere of Lucas by addressing the growth and future needs relating to population, housing, land use, economic development, parks, streets, drainage, water, thoroughfares, and capital improvements.

#### LOCATION

Lucas is located in Collin County just northeast of the Dallas-Fort Worth Metroplex, 30 miles north of downtown Dallas. The City is positioned 10 miles east of the DART Parker Road Station, 30 miles north of the Love Field Airport, and 40 miles east of the Dallas-Fort Worth International Airport. Lucas is bordered by the City of Allen to the west, the City of Parker to the southwest, the City of Wylie to the south, the City of St. Paul to the southeast, Lake Lavon to the east, and the City of Fairview to the northwest as shown in figures 1.1 and 1.2.

The population is estimated at 6,875 in 2016 and contains a total land area of 9.85 acres.



The City has experienced significant growth in recent years as a result of its unique features including:

- Appealing rural atmosphere
- Animal friendly neighborhoods
- Exceptional educational systems
- Proximity to services and shopping
- Low crime rate
- High quality housing
- Large lot sizes
- Proximity to Lake Lavon

The City of Lucas' location, outside the pressures and restrictions of intense urban life, combined with its convenient position relative to local and regional economic and recreational centers, makes the City a stable and attractive community.



Figure 1.1—City of Lucas and Dallas/Fort Worth Metroplex

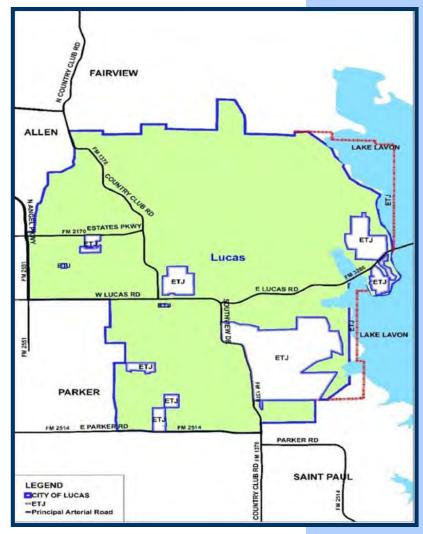


Figure 1.2—City of Lucas, Texas



# POPULATION



One of the most important parameters of the planning process is the analysis and projection of the population. The purpose of projecting population is to provide a general scale for future development which is compatible with the prospects and the potentials of the city.

Population growth is primarily driven by construction of new housing and the annexation of land.

The population estimates reported in this plan are based on the US Census Bureau, the North Central Texas Council of Governments Databases on Demographics, and other State agencies. Over the next 25 years the North Central Texas population is expected to grow by 5 million people. It is

assumed the City of Lucas will also experience significant growth if the local and regional economies remain stable.

After estimating the size and density of the future population, it becomes possible to determine the future level of demand for facilities, and to develop indices for issues which typically confront those persons who are actively involved in making decisions related to the planning process.

Projected population demand is the rational basis for projecting infrastructure needs, and establishing the timing of capital expenditures.

#### POPULATION TRENDS

The population of Lucas has increased dramatically from 540 in 1970 to 6,875 in 2016. This represents an annual growth rate of 5.69%. This is a reflection of the desire of many people to live in a rural or "small town" environment while keeping close to major urban centers. Continued population growth in Lucas is supported by forecast data for Collin County. The population of Collin County is expected to increase by almost 54 percent by 2035. The age composition of the Lucas population provides a profile, illustrating when and where the greatest need for various types of public expenditures will be required in order to meet citizen demand.

#### POPULATION PROJECTIONS

Population projections provide the most basic planning assumptions required for strategically meeting future public needs. Six significant assumptions specific to Lucas help form the basis from which to project the populations, and are listed below:

- 1. The density and character of development in Lucas will not change appreciably.
- 2. Lucas will experience in-migration from larger urban areas causing the local population to increase.



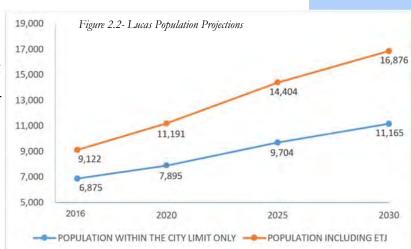
- 3. The average household size will remain 3.22 persons per household.
- 4. Population can be estimated based on the number of existing houses; the calculation of potential number of houses that can be built on developable land based on projected future land use, and subdivision of land tracts.
- 5. The City of Lucas is estimated to be built out in 2030. Based upon all the foregoing assumptions, future population projections for both Lucas and the area within the extra-territorial jurisdiction (ETJ) are shown in table 2.1 and illustrated in figure 2.2.
- 6. Whether the projected population occurs five years early or five years later, the city will require the same number of facilities for the projected number of people.

YEAR	POPULATION (CITY LIMITS ONLY)	PERCENT GROWTH	ANNUAL GROWIH RATE	POPULATION (ETJ)	POPULATION (CITY LIMITS & ETJ)	PERCENT GROWTH	ANNUAL GROWTH RATE
2016	<b>6,8</b> 75	N/A	N/A	2,247	9,122	N/A	N/A
2020	7 <b>,89</b> 5	14.8%	3.5%	3,296	11,191	22.7%	5.2%
2025	9,704	22.9%	4.2%	4,700	14,404	28.7%	5.2%
2030	11,165	15.1%	2.8%	5,711	16,876	17.2%	3.2%
Tabk 2.1-	Table 2.1 - City of Lucas Population Projections						

The anticipated population growth will place additional demands on the City's infrastructure and resources:

- Streets
- Water and wastewater system (waste water serves non-residential uses only)
- Parks and recreational facilities
- Environmental, educational, safety and health services
- Public Safety

Lucas should set goals for both the desired population levels and facilities necessary to accommodate the resulting demands. Most of these topics will be discussed in the following chapters of this Comprehensive Plan.





## HOUSING

#### INTRODUCTION

There are four generally recognized determinants of the level of effective demand for housing units as follow:

- 1. The physical sources of housing demand which includes the number of type of family units in an area and the need for replacing existing units.
- 2. The level of wealth in an area and the distribution of that income.
- 3. Mortgage rates.
- 4. The supply price of housing which is the cost of providing the residents of an area with appropriate housing facilities.

The complex interaction of these four considerations works to determine whether or not adequate housing of the appropriate types is available to the residents of Lucas.

#### **EXISTING HOUSING ANALYSIS**

As of June 1, 2016 there were 2111 single family housing units in Lucas. There are an additional 24 other forms of housing units in Lucas which could be classified as housing in a non- or semi--permanent structure. Within the Lucas extra territorial jurisdiction there are 697 units, bringing the total housing in Lucas and the ETJ to 2,832 units.

- Single family 2111 units
- Semi or non-permanent housing 24 units
- Single family 697 units
- Total 2,832 units

#### HOUSING GOALS AND OBJECTIVES

Although Lucas will add new dwelling units through new construction, existing units must be adequately maintained in order to meet the local housing demand and foster a stable housing environment. It should be assumed that all housing and properties within the community are maintained in a reasonable (or sound), safe and sanitary condition for its useful life. To enable the city to direct its efforts in develop housing with the highest and best use, the following specific goals and objectives should be followed:

#### GOAL 1.

Encourage suitable development of land with adequate lot sizes, paved streets and utility lines.

#### **Objectives:**

- Establish and maintain subdivision ordinances to ensure that new infrastructure meets or exceeds minimum city requirements.
- Encourage high-quality construction through the continued enforcement of recognized building codes.



• Alleviate maintenance and service issues by upgrading existing infrastructure (water, streets and drainage) to meet or exceed minimum acceptable standards.

#### GOAL 2.

A sufficient choice of adequate housing should be provided to meet the needs of individuals.

#### **Objectives:**

- Zone land to promote long-term neighborhood stability.
- Maintain moderate density housing in suitable locations on the periphery of the city.

#### **FUTURE HOUSING REQUIREMENTS**

To provide an indication of the future demand for housing in Lucas, it is necessary to project the number of housing units which will be needed. 4500 These projections are based upon the assumption 4000 that the average household size would remain at 3.22 persons during the planning period. Allowing for a five percent vacancy rate, and reflecting anticipated future population levels, the future total housing needs for Lucas are estimated and illustrated in Figure 3.1. Lucas should encourage the maintenance of, and/or rehabilitation of older homes so they remain habitable over the planning period and beyond. As the population ages, provision must be

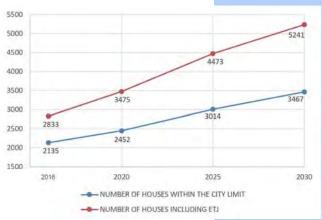


Figure 3.1- Projected number of housing unit needs for City of Lucas

considered for proper accessibility for an increasing elderly and disabled population. Attention to building design and adaptability can achieve a solution to this challenge.

#### **HOUSING ACTIONS**

Housing needs and some of the potential housing issues within the City have been identified above. The prevention of housing issues in Lucas will require the development and implementation of an effective housing program. Although this will be an ongoing process, specific actions for the next five years have been developed. These actions, all of which will be of negligible cost to the city, are listed below.

#### **Action Items:**

- 1. Beginning with those units in worst condition, complete the rehabilitation of housing units in the City by using one or a combination of the following methods:
  - Strict Code Enforcement of the City's adopted ordinances.
  - Establish or coordinate with existing benevolent groups such as Habitat for Humanity to help those unable to help themselves.
- 2. Review current zoning ordinance for compliance with development issues within the city.



# LAND USE

#### INTRODUCTION

The purpose of the land use analysis is to provide both statistical and graphical information concerning the various types, amount and intensity of land use within Lucas and identify problems which have arisen as a result of conflicting land use patterns or inappropriate land uses. An updated future land use plan can then be produced enabling Lucas to better guide land development in a manner which reflects local goals and objectives.

The total corporate limits of Lucas comprise 9,855 acres of land while the actual developed area of the City covers 7,285 acres. The extraterritorial jurisdiction (ETJ) covers an additional 1922 acres. Figure 4.1 at the end of this chapter displays an aerial illustration of the City of Lucas and the extraterritorial (ETJ) pockets within the city.

#### ANALYSIS OF EXISTING LAND USE



#### Residential Land Use

Residential land use consists of 5,582 acres of single family land use and 43 acres of manufactured homes land use, or 56 percent of the gross land area of Lucas. This is the most important land use classification in Lucas. Most single-family development lies in the central portions of Lucas, taking advantage of gentle topography which is out of floodplain areas. Although there are some scattered commercial uses intermingled with single-family uses, most

neighborhoods contend only with vacant lots as the only other use present. Manufactured homes account for 0.6 percent of total developed land area.

#### Commercial Land Use

Commercial land use covers 505 acres or 5 percent of the gross land area of Lucas. Access to public sewer facilities is allowed only in areas designated by metes and bounds that have been zoned for commercial use. There are six independent school districts in City of Lucas and one private school:

- McKinney ISD
- Princeton ISD
- Allen ISD
- Lovejov ISD
- Plano ISD
- Wylie ISD



Most of the remaining commercial land uses within the city are in close proximity to the major roadway system. At present, there appears to be minimal conflict between commercial land uses and adjacent land uses.

#### Industrial Land Use - (These parcels are zoned LI light industrial)

Industrial land use covers 7 acres or 0.08 percent gross land area of the City and consists of light industrial uses along the north side of West Lucas Road. These light industrial uses have potential for conflict with adjacent future residential uses.

#### Streets and Rights-of-Way

Land utilized for streets and utilities comprises 965 acres, or 9.79 percent of the gross land area of Lucas. Streets do not pose any conflicts with other land uses in Lucas as these uses tend to be compatible.

#### Public/Semi-Public Land Use

Public and semi-public land use within Lucas covers 29 acres, or 0.30 percent of the gross land area. Most of this is utilized for City facilities, cemeteries and public utilities such as water towers.

#### Parks Land Use

Parks land use covers 153 acres, or 1.55 percent of the gross land area of the City. This includes three neighborhood parks, the Lucas Community Park and two parks located adjacent to Lake Lavon. In general, parks are compatible with their surrounding land uses.

#### Agricultural and Open Space Land Use

The remaining land use types, including agricultural and open spaces, are located randomly throughout the City. Agricultural and Open Spaces cover 2,570 acres or 26.08 percent of the gross land in the City of Lucas. In addition to land located in flood plain areas, this also includes those areas which are usually subdivided into lots with access to potable water facilities and paved streets or where surrounding development densities make agriculture or ranching less practical.



# SOCIO-ECONOMIC AND MAN-MADE INFLUENCES AFFECTING LAND USE

An analysis of the existing development activity in Lucas should examine the following basic influences: population growth, housing availability, public utilities and facilities, transportation, and development constraints posed by both the natural and man-made environment. This can then be used to better determine the influences which will define future land development in the City.



#### Housing

Lucas is comprised of primarily single-family housing units. With a steady growth in population, it is anticipated that the demand for well-constructed and well-maintained housing will continue to increase. Therefore, more units will need to be built to provide adequate and safe housing for the growing population. As the City's development approaches a "built out" condition, the increase in tax revenue due to new housing should be expected to diminish.

#### Infrastructure

Future growth and appropriate levels of service depends upon the City's water supply and distribution system, street system, and drainage system at suitable capacities and operational levels to meet demands. Various elements of Lucas' water, streets, and drainage systems will need improvement in the coming years.

#### Public/Semi-Public Facilities

Public facilities in Lucas include a City Hall, community center, parks, cemeteries, fire station and utility sites. As the future population increases, there will be a corresponding increase in the demand for these public facilities.

#### **OTHER SERVICES**

As the population increases, there will be an increase in the local demand for retail and/or consumer services. The City of Lucas has approximately 5.85 acres of commercial land use per 100 inhabitants (excluding the schools). To avoid conflict with adjacent residential uses and minimize negative traffic impacts, future commercial uses should generally continue to be confined to peripheral areas of the city.

#### ETJ AND FUTURE ANNEXATIONS

The extraterritorial jurisdiction of Lucas includes:

- Land adjacent to Lake Lavon.
- A municipal utility district in the southeast corner of the City
- Several pockets of land scattered throughout the City as well as adjacent to it

Figure 4.3 depicts the current ETJ. Additional development is anticipated to occur in the ETJ.



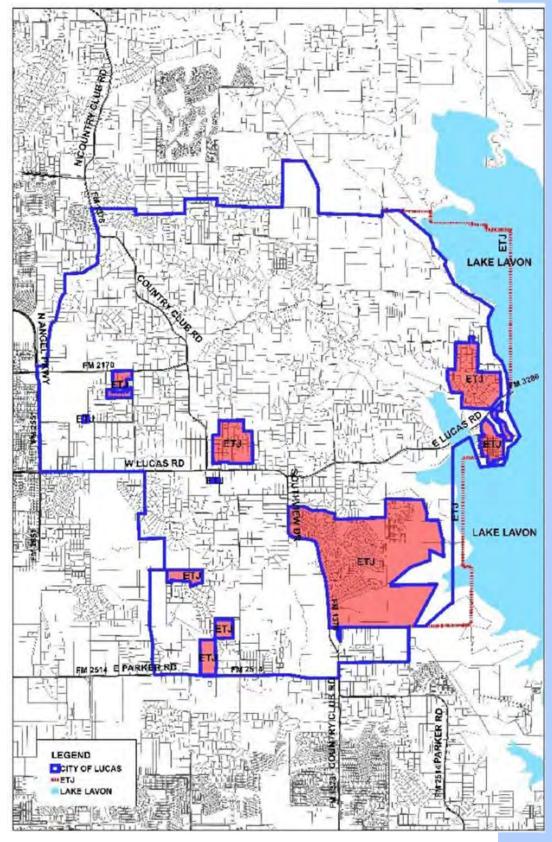


Figure 4.3 - City Limits and Exterritorial jurisdictions (ETJ)



The composition of the ETJ area is presented in table 4.3 and figure 4.4. Any future large-scale residential development in the ETJ area will most probably occur to the southeast adjacent to Lake Lavon. As opportunities arise, the city should favorably consider annexing those "out areas" currently within the city limits as they become available for annexation. It should be noted that development agreements are in place which preclude some of the ETJ areas from annexation at the time of preparation of this Comprehensive Plan. The available areas for annexation at this time include:

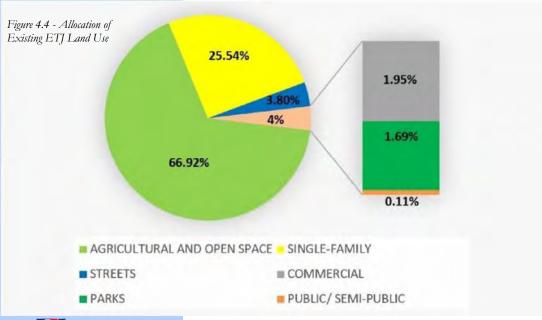
- Claremont Springs Phase 1
- Cimarron
- Edgewood Estates

Table 4.3 - Allocation of Existing ETJ Land Use

• Trinity Park

LAND USE	ACRES	% OF GROSS
SINGLE-FAMILY	490.88	25.54
COMMERCIAL	37.44	1.95
INDUSTRIAL	0.00	0.00
PARKS	32.39	1.69
PUBLIC/ SEMI-PUBLIC	2.15	0.11
STREETS	73.00	3.80
AGRICULTURAL AND OPEN	1286.43	66.92
TOTAL	1922.29	100.0

Source: August 2015 land use survey using aerial photography





#### ZONING AND SUBDIVISION REGULATIONS

Lucas has previously adopted zoning and subdivision ordinances. The subdivision ordinance provides the City with control over development practices within both the City and the ETJ. The zoning ordinance is used to regulate land uses that can occur within the city limits. The continued monitoring of these ordinances is important to ensure future development activities are consistent with the City's development objectives.

#### LAND USE GOALS AND OBJECTIVES

The goal of Lucas is to optimize land use in order to improve the quality of life of the residents. Lucas' land use goals are to avoid traffic congestion, inadequate or obsolete utilities or services and the location of incompatible land uses adjacent to one another. The proper planning and use of land will result in well-ordered land uses and development patterns as the City progresses.

# LOCAL GOALS AND OBJECTIVES AFFECTING DEVELOPMENT

#### GOAL 1.

Develop the community in a manner which preserves and maintains property values and is consistent with the City's ability to serve existing and future development.

#### **Objectives:**

- Plan for reasonable demand with regard to water, street circulation and neighborhood connectors.
- Maintain the present rural atmosphere with a majority of large-lot residential development.

#### GOAL 2.

Preserve the residential and rural small-town atmosphere of the community while encouraging some quality small-scale economic development.

#### **Objectives:**

Utilize the "Survey of selected business" as a guideline for attracting business to the community.

- Ensure that commercial and other "high activity" uses are adjacent to designated neighborhood connectors to maintain acceptable fire/emergency response times.
- Preserve peripheral areas to the south and west for future limited commercial and moderate density residential development.
- Regularly review, update (if necessary) and enforce the zoning and subdivision ordinances to minimize the intrusion of incompatible land uses.
- Promote the general health and safety of the residents of the community.



It is important to understand that the Land Use Plan for Lucas is intended to serve as a general guide for the future development of the city. It should be considered flexible in nature, rather than a rigid blueprint for future land use. The population, housing, infrastructure and land use data contained in sections of this Comprehensive Plan serve to establish the determinants for land use projections.

#### **FUTURE LAND USE**

#### Land Use Planning Principles and Process

The following principles are considered applicable to the proper designation of land for residential use:

- Residential land should be well drained and free from danger of floods.
- Residential land should be readily accessible from, but not necessarily facing, arterial or collector streets.
- Residential land should be free from the danger of encroaching incompatible land uses.
- Residences should be able to access community facilities such as parks, schools, playgrounds and commercial facilities serving everyday needs.

Factors relating to the designation of land for commercial land uses include:

- Commercial areas must be located to maximize the use of major neighborhood connectors while minimizing excessive traffic impacts on residential roads and neighborhoods.
- Commercial areas should be limited and compact.
- Commercial areas must allow for safe automobile/pedestrian access and circulation. (Commercial areas require sidewalks per our adopted regulations)
- Commercial areas must be designed to avoid blighting effects on adjacent residential land and must be kept from encroaching on other sensitive land uses.

The proposed locations for commercial activities on the periphery of the community is acceptable both in terms of decreasing traffic stresses on central area roadways while providing accessibility to area customers. Commercial areas, if properly developed with landscaping programs and a developed access route to remove consumer traffic from through traffic, can be an asset to a community. It is with these factors in mind that the following principles were established for the planning of commercial areas:

- Commercial land uses should be formed into compact developments, avoiding "strip commercial" growth.
- Avoid the occurrence of scattered commercial development along major highways. Commercial activities should be consolidated into a few well organized areas to take maximum advantage of utilities and services and to promote the economic well-being of the total business community.



- Adequate off-street parking and access should be utilized for commercial areas to decrease potential congestion and safety hazards.
- Avoid commercial growth on both sides of heavily traveled highways.

As the City of Lucas grows, future fire stations and emergency sites should be located to minimize the response time in accordance with national standards.

In order to formulate, adopt and implement a plan that accomplishes the foregoing overall goals and objectives, it is important to incorporate certain basic planning principles and processes into the local future land use planning effort. The Future Land Use Plan expresses projections that are based on sound planning principles, recognizing and supporting existing land uses, community facilities and physical features.

The plan for Lucas suggests that certain areas be reserved and developed for various land uses. Selecting the pattern and distribution of future land use is best accomplished through:

- 1. The analysis of existing land use characteristics
- 2. The effects of existing infrastructure
- 3. The location of existing neighborhood connectors
- 4. The application of recognized planning principles

These characteristics and principles establish a process by which to judge the most optimum and best land use based on local and community-wide standards. There are two advantages of going through such a process. First, it results in a land use plan for the City as represented by the Future Land Use Map. The Future Land Use Map can be used to assure that individual decisions follow a comprehensive pattern. It also helps in the sensitive but necessary evaluation of change with respect to public and private benefits. Second, the establishment of this planning process provides the City with a method of logically making subsequent land use decisions It is important to reiterate that the Future Land Use Plan does not attempt to set the specific use for each and every parcel in the planning area.

#### RECOMMENDED ASSIGNMENT OF LAND USES

#### Residential Land Use Requirements

The assignment of land uses is then based upon the goals, objectives and planning principles previously stated. It is anticipated that new residential uses will be built as (1) new subdivisions close to or within current city limits, as (2) larger lot development in sparsely populated areas adjacent to Lake Lavon and the ETJs, and as (3) in-fill development/redevelopment. As one moves further west and south, residential densities transition from larger lots of two or more acres, to lots of one and one-half acres, and one acre. By establishing this hierarchy of development density, will result in a more cohesive land use throughout the City.



#### Commercial Land Use Requirements

Future commercial land use allocations in Lucas should focus on peripheral locations to minimize traffic impacts on residential areas, reduce the potential for incompatible land uses, and minimize subsequent potential adverse effects. Drive will serve local needs with limited impacts to commuter and passerby highway traffic.

#### Industrial Land Use Requirements

No provision is made for future industrial development in Lucas. There are no perceived benefits to the City in preserving areas for future industrial development.

#### Parks Requirements

With respect to parks and open space, local opportunities for residents exist in Lucas. Expanded recreation options can be a benefit if operating and maintenance costs are held to manageable levels. Because of its limited tax base, Lucas should only expand park and open space facilities where and to the extent they are deemed needed.

#### RECOMMENDED LAND USE PLAN

A current delineation of existing conditions in both graphic and tabular form will not only allow for an up-to-date analysis of needs but will also allow for a measurement of success in achieving the Plan. Further, the Future Land Use Map should be used as a guide to keep incremental changes of the community in perspective. The individual decisions which actually shape the community, however, should be evaluated with respect to the characteristics and principles discussed throughout this document. Exceptions to this plan can be made and can be acceptable on a case by case basis where the greater good of the community is enhanced.



# ECONOMIC DEVELOPMENT

#### INTRODUCTION

Economic Development can be defined as the basis by which a community maximizes or preserves the quality of life for its citizens. Economic development is a complex process vital to a community's pursuit of greater prosperity. Successful community development is a result of a well-executed economic development process that is given high priority by local leadership, and supported by residents. Moreover, economic development provides local employment and investment opportunities that generate these revenues. These revenues pay for public improvements, services, and facilities, as well as offset the increases in property taxes. However, for the City of Lucas, it is important to understand that economic development is only supported when it sustains the overall livability of Lucas. What does the term livability mean with regard to city planning? Many intangibles make a city livable, such as a sense of community, a strong sense of place in particular areas, city pride, and the friendliness of neighbors. However, there are also tangible aspects which can nurture livability. Therefore, the aspects of livability that this chapter will embrace include:

- Creation of a trail network that connects neighborhoods;
- Creation of neighborhood identity, and areas with a strong "sense of place";
- Aesthetic quality of the neighborhoods and community;
- Proximity to open space and recreational opportunities;
- Proximity and availability of other community services such as high quality schools;
- Ease of access to and quality of retail and restaurants;
- Traffic flow and managing the impact of development and the associated increase in traffic on neighborhoods;
- Sustainability in buildings and development pattern; and
- Accessibility to natural areas

#### DEVELOPMENT CHARACTERISTICS AND POLICIES

#### **Regional Context**

Many aspects of regional development and demographic trends have a significant influence on economic potential. State, national, and international economics influence the regional and local economic potential, as well as contribute to the underlying assumptions for conducting regional and local economic analysis.

Lucas, with a current population estimate of 6,875 persons in 2016, contains a total land area of approximately 9,855 acres. An additional 1,922 acres is located within the extraterritorial jurisdiction. The city's location in Collin County places it on the northeastern



edge of the Dallas/Fort Worth Metroplex, convenient to most major employment centers.

#### **Physical Growth Patterns**



The Future Land Use Plan (Figure 4.5) depicts future land development characteristics for Lucas. Lucas is a traditional bedroom community with primarily large single-family lots and open spaces located through the core of the city with commercial located on the periphery. Residential is served by on-site sewerage facilities (OSSF), which requires a minimum of one acre for a residential home site. Most commercial is served as defined by the Waste Water Master Plan. Commercial development is planned in two primary areas of the City. Both of these areas have been planned and have all necessary services installed for development. Unlike residential development, most of these areas for commercial development have access to sanitary sewer infrastructure installed with capacity available to meet future

demand for these services.

In the past, the majority of commercial establishments consisted of small retail providers catering generally to local trade. In recent years major commercial growth has occurred along the western city limit boundary near the City of Allen, between West Lucas Road and Estates Parkway. In addition to development of commercial establishments near the western city limit, future commercial growth is anticipated near the southern city limit boundary in an area west of Southview Drive. Since Lucas foresees itself in the future as a community of primarily low density residential uses, the City will focus on appropriate, smaller scale commercial development, which will generate an acceptable level of sales tax revenues while effectively serving the needs of the local population base.

#### **Local Regulations and Development Policies**

The local regulations are reflected in the City's subdivision and zoning ordinances. Both ordinances must effectively direct development activities in a manner which both reflects local goals and objectives while recognizing realistic development standards. These regulations are not intended to discourage growth but rather to ensure that any new development provides for quality facilities and services.

#### **Economic Base Study**

The majority of all workers living in Lucas tend to be employed in occupations which require a higher or higher/moderate skill level. According to the US Census Bureau estimates for 2009-2013, the median household income in City of Lucas is \$101,636, which is almost twice the \$51,900 median household for the State of Texas.



#### **Utility Services**

The City of Lucas is the retail provider of water for its residents and businesses and its water wholesaler is the North Texas Municipal Water District. Details regarding the water system are described in Chapter 8 (Water) of this planning document. TXU and Grayson/Collin Electric provide electrical distribution. Natural gas, supplied by CoServe, is available in limited areas of the city.

#### **Industrial Sites**

Presently, there is no industrial development in Lucas. The high land costs in the area, compared to the Dallas/Fort Worth Metroplex, the zoning, the limited sanitary sewer system and the emphasis on Lucas remaining a low density residential community, are factors which make future industrial development in Lucas unlikely. The proximity of Lucas to major employment centers makes the issue of local job creation less important. Residential development is and will continue to be the most dominant land use along with minor ancillary development.

#### **Commercial Sites**

Lucas has a total of 505 acres of commercial development. By excluding land reserved for schools, 375 acres are directly reserved for commercial land uses. Future commercial sites will be located on the periphery of the city to minimize intrusive traffic volumes on interior neighborhoods. Details are provided in the Land Use Section of this planning document.

#### **Community Assessment**

It is important to note there is a critical link between economic development and comprehensive planning. Economic development is impacted by:

- Land use;
- Zoning;
- Accessibility to utilities;
- Access via transportation systems and infrastructure; and
- Demographics...

#### Characteristics of the City of Lucas include:

- 1. A property tax rate lower than the average for cities in Collin County and for the cities in DFW region. (\$0.320661 in 2015)
- 2. The city has traditionally had a conservative City Council that places an emphasis on providing a balance between necessary services with low taxes.
- 3. Skilled labor represents a high percentage of the Lucas work force.
- 4. Commercial land availability along FM 2551and the southeast quadrant of the City (FM1378 and Parker Road).
- 5. Vacant land for additional housing.
- 6. Sewer service is available in commercially zoned areas as defined by the Waste Water Master Plan.
- 7. Land prices are higher than region or state average.



It is important for Lucas to realize its potentials and liabilities in terms of future economic development. Because of its location, Lucas has more potential for developing as a quality residential area than it does in becoming a significant economic center. However, it is important for Lucas to develop some commercial areas to meet the needs of residents.

While it is possible to operate primarily upon property taxes, doing so may require undesirable constraints on future spending. It is important Lucas not become dependent solely upon property taxes as the only revenue source for local government operations. The City of Lucas needs a healthy mix of ad valorem and sales tax revenue. Ad valorem taxes should be used generally for day-to-day operations while sales tax revenue should be used for capital projects.

Decision regarding business location will come from the business owner and his or her willingness to invest in a particular site; however, the city's development environment as conveyed through its development codes will have a major impact on where and what type of business activity takes place.

#### ECONOMIC DEVELOPMENT PLAN

Economic development in Lucas should have two major thrusts: (1) maintain appropriate housing development and (2) attract businesses that are appropriate for the City. Commercial development has benefitted the City with increased revenue. Balancing the financial well-being of the City and its ability to provide essential services with the citizens' desire to maintain the features and attributes of the City is paramount. Therefore, it is important to emphasize citizen feedback during the public meeting regarding economic development.

#### **HOUSING SUPPLY**

The demand for quality, upscale housing in Lucas is expected to continue. Lucas should focus on quality housing to ensure that values are maintained and the city continues as desirable place to live.

#### ATTRACTING NEW BUSINESSES

Attracting appropriate new businesses to Lucas will increase tax revenues and fund city-provided services. There is attractive land available for new businesses in western and southern city limit boundaries with infrastructure in place or in the planning stages. The western area is accessible through three arterial roadways including West Lucas Road, Estates Parkway and Angel Parkway. The area in southern part of city is similarly accessible through two major arterial roadways East Parker Road and Southview Drive.



The citizen's preferable commercial businesses survey conducted by the City in 2015 should be utilized to attract businesses desired by citizens of Lucas. The top five responses from the survey include:

- Sit Down Family Restaurant
- Farmers Market
- Garden/Nursery
- Grocery Store
- Feed Store

These types of retail establishments typically generate sales tax revenues. It is anticipated that planning for the continued development of similar businesses in the western and southern part of the city in commercial zoning areas will continue.

## ECONOMIC DEVELOPMENT GOALS AND OBJECTIVES

Based on input from Lucas citizens, Boards and Commissions, City Council and staff, the following economic development goals and implementation strategies are recommended:

#### GOAL 1:

Support business endeavors that are in harmony with the rural characteristics and distinctive environment.

#### GOAL 2:

Improve and maintain the infrastructure to support growth in the tax base and sustain a sound financial future through the adoption and implementation of a capital improvement program.

#### GOAL 3:

Attract businesses to Lucas that serve the local population and promote the livability and a high quality of life for our citizens.



# PARKS, RECREATION AND OPEN SPACE

## INTRODUCTION PARKS, OPEN SPACE, AND TRAILS



The amount and quality of parks and open space within a community are often cited as important elements of local quality of life. Lucas has recognized this fact through an adopted Park Plan and a park dedication ordinance. Lucas is a unique community with large lots and open spaces naturally throughout the city. The city's entire eastern boundary is located on the shores of Lake Lavon, with natural waterways through the city for storm water run-off.

Due to the unique features of Lucas and the large lots and natural open spaces, parks are not as important to the city as they are to surrounding communities. With input from the community, Boards, council, and staff it was decided that existing parks with the exception of the future potential to expand existing facilities especially at the community park located next to city hall, that we have adequate parks facilities. The city should concentrate on expanding existing equestrian and hiking trails adjacent to the city on US Army Corps of Engineering property and throughout the city.

## **COMMUNITY COMPOSITION**

The City of Lucas contains a total land area of approximately 9,856 acres. Approximately 74 percent (about 7,285 acres) of the land within the existing City is developed, while the remaining acreage is vacant or being used for some agricultural related purpose. Lucas currently has six parks (153 acres) utilized as parkland and has no planned or designated open space system. In addition the City of Lucas is located immediately adjacent to Lake Lavon, which provides opportunities for water based recreational activities, trails and open spaces.

#### PREVIOUS PARKS AND OPEN SPACE STUDIES

The City of Lucas historically has had common visions for development of Parks & Open Space. Previous studies performed date back to 2001 when community planning involved City officials interacting with the citizens in the form of Town Hall meetings and questionnaires intended to gather preferences and opinions about parks and open space in the City. Preferences and opinions came from a sample of the population voicing a variety of choices. A 2001 study entitled "Lucas Parks and Open Space Master Plan" presented a detailed analysis of the park system, open spaces, possible programs and recreational opportunities available,



and the detailed history of lands in the City. The study also painted an overall picture of the City's situation regarding these issues, described a strategy in which to develop a parks and open space master plan, and established goals and objectives outlining means to implement the proposed plan. Additional study was performed as a part of the 2004 City of Lucas Comprehensive plan which included an evaluation of the parks and recreational opportunities in the City and the current opportunities available and existing facilities available.

In 2015, the City hosted several Town Hall meetings to provide forum to receive feedback from citizens and to address the parks, recreation, and open space needs. The town hall meetings, previous study, and ongoing changes to parks and recreation in the region will serve as a backdrop in describing the current opportunities as they exist today.

#### EXISTING PARKS AND OPEN SPACE

Over the years, the City of Lucas has developed 4 parks and preserved open space in accordance with community planning efforts. The existing parks and open space include Brockdale and Highland Park currently operated by the Army Corps of engineers, and one private park located in the Stonegate sub-division making a total of 6 parks in the city and they are described and evaluated as follows.

#### **BROCKDALE PARK**

Brockdale Park was established in 2005 and is located at east edge of City of Lucas immediately next to Lake Lavon. Brockdale Park is 127 acres and has several amenities that have been developed and includes The Blackland Prairie Raptor Center that is located in the middle section of the park. This center is a nonprofit, rehabilitation and conservation education organization. The mission of this organization is to preserve the environment through public education and conservation of birds of prey and wildlife in their natural habitat.

#### KENNETH R. LEWIS PARK

Kenneth R. Lewis Park is located adjacent to FM 1378 (Southview Dr.), near the southern side of the City. The park is approximately 5 acres and offers baseball/softball field and soccer field. About two thirds of the park is open space and undeveloped for use with other activities.

#### LUCAS COMMUNITY PARK AT CITY HALL

The Lucas Community Park at City Hall is directly adjacent to the southern side of City Hall Parking Lot. The park is approximately 3 acres and offers a 5-foot wide concrete sidewalk that circulates the

park and a pavilion for picnics and barbeques for the City residents of Lucas, and a large playground including multiple slides and climbing areas. The park also boasts a





community center with rooms available to residents at no cost. The parking area provided for the City Hall can be also utilized for the community park.

#### HIGHLAND PARK

Highland Park is located at Northeast edge of the city just off Snider Lane. This park is approximately 59 acres and has minimal services. Highland Park provides a boat ramp at the north end of the park for boating and fishing activities on Lake Lavon. The ramp is concrete with ample parking for trailers and vehicles. Entrance to the boat ramp area is via Highland Park Road. Available facilities at this park include the following: a parking area, boat ramp, and restrooms.

As with Brockdale Park, the Trinity Trail passes through the Highland Park. There is a trailhead existing at this park that serves as a point for riders to unload and load their horses with an entrance area on Highland Park Road. The Trinity trail continues north past the limit of Highland Park to the north end of City of Lucas limit near the North Texas Municipal Water District Treatment Plant as previously discussed. Available facilities at the trailhead in Highland Park include the followings: loading/unloading area, restroom facility with ADA considerations, one pavilion, and a watering place for horses.

#### FOREST CREEK NEIGHBORHOOD PARK

Forest Creek Neighborhood Park is located north of the City of Lucas next to Orchard Gap Lane. The Forest Creek Neighborhood Park is a small 2 acre park with several playgrounds and a soccer field. Access to the park is from Country Club Road via Orchard Gap Lane off Norfolk Lane. Facilities available at this park includes a traditional neighborhood playground and open space.

#### STONE GATE PARK

Stone Gate Park is a private park located on north side of the city in the Stone Gate Neighborhood and is only accessible to residents of that neighborhood. This park is a very small neighborhood park occupying less than 1 acre next to one of the tributaries of White Rock Creek. This park offers a traditional multiuse playground, a small gazebo, picnic tables and a 2-foot wide concrete sidewalk that passes through the park. The sidewalk connects to a concrete trail that continues alongside the tributary of the White Rock Creek.

#### **OPEN SPACES AND NATURAL FEATURES**

Open space represents the natural and agricultural through fields, pastures, prairies and woodlands. Public and private objectives may differ in regard to preservation of open spaces. The City's desire to preserve open spaces will depend on achieving common goals with private land owners and the public. The goal of maintaining open space should be continued with interaction between the City and land owners to determine common means to achieve these goals.



Other open spaces in Lucas are in the form of:

- Lake Lavon existing flood plain areas
- Creeks and waterways;
- Vacant lands, farm lands, pastures and rights-of-way

All these open spaces can potentially allow for trails and trail connections.

The most important natural feature in Lucas is Lake Lavon and its tributary creeks. Constructed in 1954, the lake is owned and controlled by the U.S. Army Corp of Engineers. There are twenty areas along the lake designated for park use, including Highland Park and Brockdale Park which reside in Lucas. These parks provide water-based recreational opportunities that would otherwise not generally be available in the county.

#### **EXISTING TRAILS**

Currently Trinity Trail is the only trail in-use that exists in City of Lucas. The Trinity Trail is situated along Lake Lavon with scenic views of the lake and surrounding landscape. The trail extends to the southeastern city limit of Lucas, and north to the City limit we share with North Texas Municipal Water District. This unpaved trail is 25.5 miles long and placed on the US Army Corps of Engineers land along Lake Lavon from East Fork Trail Head in Wylie in the south to the Giant Sycamore Loop to the north. Approximately 11 miles of the Trinity Trail passes through the City of Lucas. This trail enters the City of Lucas in the south from Collin Park in St. Paul, and stretches north along the edge of the lake passing through Brockdale Park and Highland Park. This trail is only open to horseback riders and hikers, and is maintained and operated by a group of volunteers named Trinity Trail Preservation Association (TTPA).



#### PROPOSED FUTURE TRAILS

Based on input from the citizens, boards, city council, and staff, the future needs of the city are to add additional equestrian/hiking trails. Specifically a trail system linking the Trinity Trails on the north side of the city with a trail through the city to reconnect with the Trinity Trails on the southern end of the city. The proposed trail and trailheads would start at E. Winningkoff Road and end at the Hunt property on the southern end of the city at a future trail head location. The trail should utilize wet lands and natural tree lines whenever possible to create a secluded and shaded trail area.



## **GOALS AND OBJECTIVES**

The City has continued to work toward achieving the goals and objectives established with previous comprehensive and community planning. By setting the goals and objectives, some results are evident and progress has been made. Recognizing the current achievements, changed environment and surroundings, a revised set of goals have been outlined that share common themes that resonate with Collin County Open Space Strategic Plan:

#### GOAL 1.

Preserve natural environment and native ecosystems.

#### **Objectives:**

- Conserve and protect ecologically sensitive and naturally beautiful areas, e.g. flood plains along creeks, high points with scenic views toward Lavon Lake, etc.
- Establish and/or enhance green space and natural areas along flood plains, and promote public access to green belt areas with trail systems, e.g. equestrian/hiking trails, etc.
- Encourage and promote water conservation through the use of native plant materials, xeriscape techniques, and other methods.
- Maintain high standards for groundwater quality due to the proximity of Lake Layon.
- Encourage development types, which minimize impacts upon the community's natural resources and visual appeal.

#### GOAL 2.

Provide a comprehensive Trail System Plan to include green belt and open space that is compatible with the environment and compatible with residential neighborhoods.

#### **Objectives:**

- Continue to revise and adopt comprehensive Parks and Open Space Plan that meets current preferences and reflection of changing environment in the region in 2016.
- Promote trail connections, and ensure greenbelt and open space dedication during the development review process.
- Create pedestrian and equestrian trails between residential neighborhoods, linear greenbelts, schools, public administrative facilities, and other activity centers, whenever physically and financially possible.
- Continue to adopt and finalize a detailed plan for necessary open space/trail
  easements to connect existing and future parks, schools, and neighborhoods
  into an integrated, low maintenance park and recreation system.
- Formulate and adopt policies and ordinances that protect the acquired/donated park land and open space easements.
- Utilize trails, wherever possible, to locally and regionally connect schools, parks and residential areas.



- Design a parks and open space system that is interconnected and multifunctional, which protects important natural, cultural and visual resources while providing appropriate opportunities for recreation.
- Integrate locally planned trails with the "Collin County Regional Master Trail Plan".
- Coordinate planning efforts with those of adjacent cities.

#### GOAL 3.

Develop and maintain the new Lucas parks and open space system.

#### **Objectives:**

- Determine actual maintenance cost currently needed to maintain existing parks.
- Undertake the necessary effort to determine maintenance costs and capital investment costs associated with acquiring and/or developing new parks and open space.
- Allocate sufficient funding to maintain existing parks, open space and trails.
- Formulate and adopt policies and ordinances that protect existing park facilities, open spaces, and trails.
- Explore cost sharing options such as Federal, TxDOT grants, or "Keep Lucas Beautiful" for fund raising.

#### PLAN AND RECOMMENDATIONS

The purpose of the plan and recommendations is to provide community direction in a constantly changing environment. Under existing and currently projected conditions and circumstances, the City of Lucas parks, open space and recreational needs will be well satisfied. Few things have so positive an effect on the quality of life in a community as a well-executed plan for a community's parks, open space, trails, and recreational facilities. These recommendations should be helpful to future decision-making as each plan component is gradually considered for implementation or revision.

- Equestrian, hike, and bike trails, greenbelts, parkways or paths should be provided to connect large recreational areas, providing access, scenic views and recreational opportunities.
- Combined municipal and school recreational facilities should be used to serve
  the community and prevent the construction of redundant facilities. If
  possible, school recreational areas should include parking, drinking fountains
  and restrooms and should remain open on weekends and during the summer
  months.



# STREETS AND DRAINAGE

#### **STREETS**



The livelihood of a community is, to a very large extent, dependent upon convenient and efficient access to nearby major trade centers outside the city, major national travel routes and transportation terminals of national importance outside of the city. It is likewise dependent upon efficient circulation of people within the city. Local streets should provide safe, reliable access to work, schools, shopping, and homes. A street network, therefore, is of vital importance as it ties a community together and links it to the outside world.

The primary function of a street network is the safe and efficient movement of vehicles and people. The street network of any city operates, in effect, as the skeleton of that city, providing access in varying

degrees to all properties abutting the network. Roadways and other rights-of-ways occupy more than 13% of the total developed area and allow for circulation between all areas within the City. In addition to moving traffic, streets provide: access to and drainage for abutting properties; open space between buildings; and right-of-way for various utilities. In this way, the street network is a primary factor in the determination of appropriate land use locations.

When adequate streets and drainage facilities are constructed, they can represent the largest single required expenditure of a city. As roads age they are affected by many factors: the quality of the soil under the road base, the type of pavement surface; type of preventative maintenance; and drainage conditions in the area (related to topography).

Repairing the roads to proper standards for long term durability can require roads must be raised or lowered to improve drainage, have additional right-of-way dedicated, have improved drainage facilities installed, and have appropriate road materials used in construction.

#### DRAINAGE

The topography of Lucas consists of both level and rolling terrain. As a result, localized flooding can occur, especially where culvert and drainage ditches are obstructed with vegetation or debris.

Many factors directly affect the surface storm drainage, to minimize property damage from flooding during periods of intense rainfall, the drainage system for a community should be designed, sized, and properly maintained. Storm drainage facilities include



inlets, culverts, bridges, concrete lined channels, natural drainage channels, swales, creeks, rivers, retention and detension ponds, and lakes.

Drainage can have significant effects on structural durability of streets and travel safety. Level ground and poor drainage allows water to collect in some areas, which erodes the road base and causes sections of road to fail, and can also lead to loss of traction on the road. Currently roadway drainage is primarily handled via open ditches and culverts. Maintenance in these ditches is needed to avoid over growth of trees and other vegetation. Over growth can make roads difficult to drain, and roots can undermine the structural stability of the pavements. As a result, the drainage system is discussed in conjunction with the streets system in this chapter.

#### STREET SYSTEM ANALYSIS

#### **General Street Statistics**

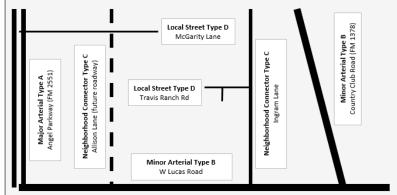
Within the City, traffic control is achieved primarily with signage. The City does not own, operate, or monitor any traffic signals to control traffic flow. However, the Texas Department of Transportation (TxDOT) controls several traffic signals at these intersections:

- Lucas Road and Southview Drive
- West Lucas Road and Country Club Road
- Country Club Road and Estates Parkway

# STREET CONFIGURATION AND FUNCTIONAL CLASSIFICATION

The roadways in Lucas, which are classified as arterials including (Type A and neighborhood connectors (Type C), and local All of these roadways streets (Type D). provide different levels of access and serve varying levels of the traffic volumes.

The highest level of roadway in the City of Lucas is the arterial, which carries varying amounts of traffic based upon the number of lanes, with limited access connections. Most of these are owned and maintained by the County Figure 7.1- Roadway Classification or State.



The neighborhood connector carries less traffic for mostly local trips and has a higher level of access. These are owned and maintained by the City. These local streets have direct access to every parcel and carries a more limited volume of traffic. Figure 7.1 shows the relation between different levels of roadways.



Presently, Angel Parkway, Country Club Road, Estates Parkway, Lucas Road, Parker Road, and Southview Drive function as arterial streets in the City allowing traffic movement to cities such as Allen, Fairview, McKinney, Parker, Plano, and Wylie.

The neighborhood connectors in the City are Blondy Jhune Road, Brockdale Park Road, East Winningkoff Road, Forest Grove Road, Highland Drive, Ingram Lane, Lewis Lane, Orr Road, Snider Lane, Stinson Road, Winningkoff Road, Snider Lane, and Stinson Road. The remaining streets in the City function as local streets. Figure 7.2 represents the street network in City of Lucas located in the Appendix.

The geometric configuration of the street system in Lucas is adequate to meet current vehicle circulation demands.

#### STREET SYSTEM EVALUATION

Before beginning major improvements to roadways, it is essential that the City have a street condition assessment and management system in place. This system will help to ensure that streets in the existing developed areas of Lucas are improved in a uniform and orderly manner. It is through such a system that completed City projects will provide maximum benefits and will become an integral part of the future City. This should assist in the elimination of duplicate expenditures and assure that possible early obsolescence of improvements can be avoided.

A system inventory, as part of a street management system helps to identify different segments of the roadway system. Condition evaluation of the roadway segments is the first step in planning improvement. Such a system will provide a continuous evaluation of the street system inventory. It will also help to detect developing problems and determine the proper, corrective action needed. If a road is found to be adequate for its present service, it should be re-evaluated every five to 10 years to determine the trend of changes affecting its future adequacy. A complete evaluation of the roadway system would include all arterials, neighborhood connectors, and local streets in the city. As part of the condition assessment, an extensive visual evaluation of the pavement surface conditions, drainage, traffic control devices, and environmental conditions was performed. This evaluation included collecting data on the existing conditions and rating evaluated elements for adequacy.

The criteria for the condition assessment are based on criteria which was adapted to the City needs. Table 7.1 describes the ratings used in the assessment of the neighborhood connectors. Figure 7.3 summarizes the present ratings of the neighborhood connectors in Lucas.

This condition assessment assists in identifying roadways that are in need of repair or where a total reconstruction is needed.



#### EXISTING STREET CONDITIONS

The results of the data from the streets observation and the assessments of the neighborhood connectors combined with data obtained from the City of Lucas were utilized to identify areas in need of remedial action. These are ranked according to priority as follows:

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Π \	traat	Paving
11	Butte	1 avinie

A large number of streets in the City that are paved, have acceptable pavement width and are in fair to good condition, and most of the concrete sections of roadway are in good condition as well. A number of the asphalt streets are demonstrating signs of failure due to inadequate road bases and poor soil condition and drainage issues.

#### 2) Street Drainage

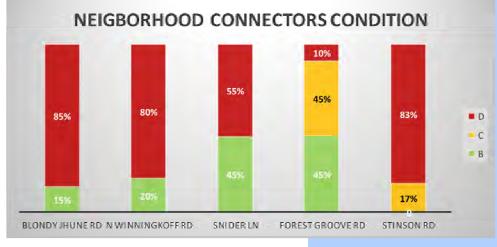
Some of the street system has been affected by poor

drainage flow. The key areas that need to be addressed are silted and improperly sloped bar ditches along some roadways, as well as the silted or undersized culverts. These ditches and culverts allow water to sheet across roadways causing premature damage. Potholes, cracks, and slumped pavement are examples of what can happen when the road base is allowed to erode.

## 3) Street Right-of-Way

Many of the roadways appear to need further additional right-of-way to address drainage issues. Existing bar Figure 7.3 Neighborhood Connector Condition ditches are too close to the road base,

Rating			Description	
A Good		Good riding surface with no noticeable wear or obvious defects.		
B Acc	eptable	_	rface, but has some minor surface wear indications. Some minor	
C Fair		Slightly rough riding surface, edges beginning to break down, some moderate cracking, small areas of spalling, pavement, shoulder drop-offs, and cut repairs beginning to require attention.		
D Poo	or	extensive spalli	and/or badly worn riding surface, ng, cracks, paving failures, poor cut repairs, edge breakdown, and drop-offs.	
E Una	ecceptable	Very rough and/or uneven ridding surface, drainage problems, large surface in bad condition, many unsatisfactory patches and cut repairs, and safety hazards.		



allowing water to impact road conditions. These narrow rights-of-way also allow trees to grow too close to the road ways, when the right-of-way is not cleaned or maintained, roots from these trees have been found to burrow under the roadway causing damage to the pavement.

#### 4) Surface Conditions

Surface distresses may appear on City streets. The asphalt pavement related-distresses that are most common included: longitudinal and transverse cracking, potholes and patch deterioration, rutting, shoving and corrugation, alligator cracking, and shoulder/ pavement edge drop-offs, and deterioration.



#### 5) Street Width

Undersized roadways in the City can hamper vehicular circulation. Design consideration should be given for new and newly reconstructed roadways.

#### TYPES OF STREET IMPROVEMENTS

There are several different methods of maintaining streets within a City. The appropriate choice depend upon the condition of roadway, the anticipated traffic load, and available funds.

Recommended street maintenance alternatives can include the following.

- Point Repairs -- Excavation of failed pavement sections and repair pavement surfaces (pothole repair).
- Level-Up -- Leveling of depressions in pavement with hot/cold mix asphalt concrete. This is used to even out roadway surface.
- Seal-Coat -- Application of asphaltic cement covered with uniform size of aggregate and rolling the aggregates after application. Ideally used once every three to five years to maintain streets and forestall more costly repairs. It should be noted that seal-coating does not address the structural deficiencies and it is only effective when the roadway base is in relatively good structural condition.
- Overlay -- Depending on the severity of wear, approximately one inch of surface is milled off the existing roadway. The remaining surface material is then overlaid with hot mix asphaltic concrete, followed by a surface treatment. This is used to completely replace the surface material of a street to address pavement deterioration and extend street life.
- Reclaim -- Scarifying existing pavement and base material, while adding cement
  to create a recycled asphalt-enhanced roadway base. The base is then
  compacted and overlaid with a new asphaltic concrete pavement. Streets
  receiving this treatment might last five years, depending on the traffic load and
  environmental conditions.
- Reconstruction -- Roadway reconstruction options removes the existing pavement structure, and the new pavement structure is recommended to include a 6 to 12-inch lime treated subgrade, a flexible base, and asphaltic concrete surface layer. The existing road pavement can be also replaced with a new reinforced concrete pavement. The goal is to construct pavement that lasts at least 20 years.

#### DRAINAGE SYSTEM ANALYSIS

The entire City relies on storm water drainage to be carried on the surface. The storm drainage system of Lucas currently consists of a system of bar ditches, channels, and culverts. These facilities carry storm water run-off within Lucas to the eventual terminus outside the city limits in Lavon Lake or Lake Ray Hubbard.



Annual precipitation is approximately 42 inches per year. The rains are heaviest in spring and fall. The streets in the City are crowned to promote open ditch drainage on each side.

The Federal Emergency Management Agency (FEMA) provides flood insurance rate maps that depict the 100-year and 500-year flood plains. These flood plains cover those areas that would most likely be inundated with storm water during the heaviest rains. The 100-year floodway defines the area where buildings are not eligible for flood insurance, while those located in the 100-year floodway fringe are eligible once flood proofing is implemented. The goal of this program is to curtail development in flood plains, thereby reducing damage to structures and minimizing the danger to people during flooding. The City of Lucas is a participating city in the National Flood Insurance Program (NFIP).

Collin County, TxDOT, and US Army Corps of Engineers control some of those facilities in the extraterritorial jurisdiction and some of the roadways in and around the City. Most of the necessary seasonal maintenance is the responsibility of the adjacent individual property owners. Initial design along with poor maintenance can cause negative drainage issues and impact road quality.

#### GENERAL DRAINAGE PROBLEMS

#### Creeks

All creeks are subject to flooding at some point. However, most large channels have had their flood carrying capacity as indicated by FEMA, as shown on their respective floodway maps. It is important to note that creeks that have not been mapped by FEMA are still subject to high water flows.

#### Bar Ditches and Water Channels

A significant portion of the flooding that occurs in the City is associated with bar ditches and culverts being inundated with rainwater flowing off adjacent properties while following the natural topographical lay of the City. Despite the proper construction and operation of the majority of these ditches, some are not able to deal with the intense storm water flows brought on by heavy rains. As a result, water is often left standing in intersections and yards of homes after rain has subsided.

#### Street System

Some structures in the street system do not lend themselves to adequate drainage since the facilities exist perpendicular to the natural flow lines. In cases where culvert passage is silted, undersized or not provided, the storm water can cause premature damage to roadways and major safety problems.



#### PLAN AND RECOMMENDATIONS

#### **Purpose**

The purpose of the Streets and Drainage section of the Comprehensive Plan is to assist the City in appropriating public funds in a manner which maximizes benefit. The plan identifies those street and drainage improvements, which are needed in order to provide an efficient transportation system, as well as minimizing property damage from flooding during periods of intense rainfall in the City.

#### STREET RECOMMENDATIONS

The most important consideration when developing a plan for street rehabilitation is to ensure that all plans for roadway construction also include plans for drainage improvements. All plans for road reconstruction must consider the size and slope needs for drainage. Any program for street improvements without drainage improvements would be futile.

The City has adopted specific street section designs based on the classification of the roadway. Different rights-of-way widths, pavement widths, and base thicknesses, are required for roadways that are expected to serve differing levels of traffic. This is especially useful when enforcing street quality standards and minimums for residential subdivision developments.

If several years lapse before projects are undertaken, a new assessment may be necessary to ensure that data is current. Whether increased traffic due to growth, new commercial, and changes in City; maintenance practices can change the recommendations made in this report. Street maintenance and repair plans should be reviewed annually to adjust for cost and changes in the road conditions.

Proposed improvements should be based on the street analysis, focusing on the improvements that impact safety, are most in need or will benefit the most people. High priority projects including highly traveled roadways in poor condition or first-time paving should be considered as soon as the City is able to finance the repairs. This

	 1 0		
Street Name	Type of Repair		
Blondy Jhune Road	Reconstruction		
Forest Grove Road	Reconstruction		
Snider Lane and Bridge	Reconstruction		
Stinson Road and Culvert	Reconstruction		
Winningkoff Road	Reconstruction		

Table 7.2 - Recommended Roads for Reconstruction, City of Lucas, Texas

excludes the state roads since they are maintained by TxDOT. For this plan, improvements should be phased. Phasing of improvements is designed to help minimize the financial impact on the community, while still realizing the need to make necessary improvements.

#### PROPOSED IMPROVEMENTS

As part of the Street Plan, recommended roads for reconstruction are presented in Table 7.2. Possible funding sources has been developed and is presented below.



#### POSSIBLE FINANCIAL SOURCES FOR STREETS

The City should pursue funding sources that will make fiscal sense to assist in providing necessary street improvements, including, but not limited to:

- The General Fund
- General Obligation Bonds
- Certificates of Obligation
- City Sales Tax
- Special Fees/User Fees
- Grants
- Cost Sharing

# POSSIBLE FINANCIAL SOURCES FOR DRAINAGE IMPROVEMENTS

The following is a listing of sources which may be utilized to assist with future drainage projects:

- The General Fund
- General Obligation Bonds
- Certificates of Obligation
- Grants through the Office of Rural Community Affairs
- Special Fees/User Fees

#### ADDITIONAL FINANCIAL SOURCES

- Grants through the Office of Rural Community Affairs/Texas Community
  Development Program can be used to re-pave and repair streets. However, while
  streets are eligible, it is unlikely that a street project alone would be funded.
  Therefore, it might be possible to incorporate some street work into another, more
  fundable activity such as water line construction where streets must be torn up to
  bury line.
- The Texas Department of Transportation (TxDOT) has a program designed to maintain and improve on- and off-system roadways.
- The Texas Department of Transportation (TxDOT) also has a landscaping cost sharing program through which the department will provide landscaping materials up to 50% of the project cost. The city's contribution may be in-kind in the form of installation of materials. The city must provide the design plan for approval by the department over and above the city's in-kind contribution. Finally, the city must commit to maintaining the landscaping improvements
- Loans from the Texas Department of Agriculture. These low interest loans can be utilized in place of bank loans and the issuing of bonds.
- In an Assessment Paving Program, the City may follow carefully prescribed procedures of notices, public hearings and bidding, begins making the street improvements, assessing a portion of the costs against the adjacent property owners. The City may have to advance the cost of the projects, but eventually, the property owners will pay their fair share of the costs. This procedure is governed by the Texas Civil Statutes.



# WATER SYSTEM

#### **INTRODUCTION**

The City of Lucas owns and operates Lucas Waterworks that serves the residents inside and outside its current Certificate of Convenience and Necessity (CCN) site map. The Lucas Waterworks serves residents outside the city limits and outside the Lucas extraterritorial jurisdiction (ETJ), but the City does not supply water to all residents within the Lucas ETJ. The Seis Lagos Utility District, the Wylie Northeast Special Utility District and the City of Allen supply water to a portion of residents inside the Lucas city limits and within the Lucas ETJ.

The City's water system is a vital part of the City owned infrastructure. The purpose of this section on the water system is to update the Comprehensive Plan by providing a description of the current water system, identifying the criteria for determining future additions to the water system, and providing a description of the capital improvements needed for the future water system.

#### **EXISTING WATER SYSTEM**

#### Water Supply

The City purchases water from the North Texas Municipal Water District (NTMWD). Water is delivered to the City at two delivery points. One of the delivery points is at the North Pump Station site located on Country Club Road between West Lucas Road and Estates Parkway. The other delivery site is at the McGarity Pump Station site located on McGarity Lane just east of Angel Parkway. The delivery point at the McGarity Pump Station site is the newer of the two delivery sites. It was established when the first facilities were constructed at that site in 2004/2005.

#### **Existing System Facilities**

The principal facilities in the existing water system include ground storage tanks, elevated storage tanks, and pump stations. The storage tanks and pump stations are all located at the McGarity Pump Station, the North Pump Station and the Winningkoff elevated tank site. Following is a summary of the principal facilities in the existing water system:

#### **Ground Storage:**

McGarity Pump Station 200,000 gallon tank

350,000 gallon tank

North Pump Station 500,000 gallon tank

750,000 gallon tank

Total 1,800,000 gallons



#### **Elevated Storage:**

McGarity Pump Station300,000 gallon tankWinningkoff Site300,000 gallon tankTotal600,000 gallons

#### **Pumping Facilities:**

McGarity Pump Station: Pump No. 3 – 750 gpm Pump No. 4 – 750 gpm Pump No. 5 – 750 gpm

## North Pump Station:

Pump No. 1 – 1,100 gpm Pump No. 2 – 1,000 gpm Pump No. 3 – 1,000 gpm **Total** 5,250 gpm

#### **New Facilities**

A number of facilities have been added to the existing water system since the last comprehensive plan was prepared in 2004. These facilities include the initial McGarity Pump Station facilities which were under construction at the time of the preparation of the last comprehensive plan. Those facilities include the 300,000 gallon elevated storage tank, the 200,000 gallon ground storage tank, and the pump station with the first two 750 gpm pumps. Other facilities that have been added to the water system include the following:

#### **Ground Storage:**

750,000 gallon ground storage tank at the North Pump Station 350,000 gallon ground storage tank at the McGarity Pump Station

#### **Pumping Facilities:**

- Replacement of 900 gpm pump with 1,100 gpm pump at the North Pump Station
- New pump station at the McGarity Pump Station with two 750 gpm pumps
- Additional 750 gpm pump at the McGarity Pump Station

#### Water Lines:

- Country Club Road Water Line, including 9,200 feet of sixteen inch- and twelveinch water lines
- Forest Grove Road Water Line, including 1,000 feet of eight-inch water line
- Shady Lane Water Line including 2,200 feet of eight-inch water line
- Southview Drive Water Line, including 12,000 feet of twelve inch water line
- Brockdale Park Road Water Line, including 7,000 feet of eight-inch water line
- Brookhaven Drive Water Line, including 6,300 feet of eight-inch water line
- Stinson Road Water Line, including 11,700 feet of twelve inch water line



- Water line to the fire station, including 320 feet of 12-inch water line
- Rock Ridge Road Water Line Phase I, including 3,500 feet of twelve inch water line
- Osage Lane Water Line, including 2,700 feet of six-inch water line

#### PARAMETERS FOR FUTURE FACILITIES

Typically, the two principal factors that determine the size and capacity of future water system facilities are the anticipated water demand in the water system and certain facilities design criteria. In the case of the Lucas water system, four other factors will also have an impact on the future water system facilities. These factors are the pending conversion of the water system from two pressure planes to one pressure plane, staging the additions to the water system to account for development, the need to reduce the number of dead end water lines in the system, and the ability of the NTMWD to supply water.

#### Water Demand

Water demand is a function of the number of people living in the service area and their water usage habits. The population to be served by the water system will include the build out population of 13,274, plus an estimated population of 168 people in the Allen ETJ currently being served by the water system. Accordingly, a total population of 13,442 located within the proposed Certificate of Convenience and Necessity (CCN) will be utilized for determining the water demand that will eventually need to be met by the water system. The size and capacity of future system facilities will be based on this population of 13,442.

Since water demand in the water system service area is based on the population and their water usage habits, historical water usage habits need to be determined in order to establish the projected demands. Based on established water usage habits, the water usage is approximately 250 gallons per capita per day, the maximum day to average day ratio is 2.5, and the peak hour to maximum day ratio is 1.8. With a build out population of 13,442 in the service area, this water usage will result in an average daily demand of 3.36 mgd, a maximum day demand of 8.4 mgd, and a peak hour demand of 15.12 mgd for the water system at build out.

#### Design Criteria

Different design criteria can be used to determine the size and capacity needed for future system facilities. Minimum requirements for determining the size of storage facilities and pumping facilities are provided by the Texas Commission on Environmental Quality (TCEQ). Per the Texas Commission on Environmental Quality (TCEQ), the water system needs to have at least 200 gallons of ground storage and 100 gallons of elevated storage per connection. More stringent design criteria has been utilized, per previous analysis, for the present water system. This design criteria is based on providing elevated storage to meet peak hour demands in the system. Based on this criteria, the elevated storage needs to have enough capacity to provide for peak hour demand with a reserve of one-third of the total elevated storage capacity for fire flow. The ground storage requires sufficient capacity to meet a specified portion of the maximum day demand.



The pumping capacity in the system needs to be sufficient to meet a specified portion of the maximum day demand. It is recommended that the more stringent design criteria, which has been used in the past for the existing water system, continue to be utilized for system facilities.

#### **Pressure Planes**

The existing water system presently operates on two pressure planes. The upper pressure plane is located primarily in the northwest part of the service area. The lower pressure plane serves the rest of the service area. The facilities that provide water to the upper pressure plane are located at the McGarity Pump Station site. The facilities that provide water to the lower pressure plane are located at the North Pump Station site and the Winningkoff Elevated Tank site.

Prior to the establishment of the two pressure planes, the water system was operating on a single pressure plane. One of the goals is to reestablish one pressure plane in order to simplify operation of the water system and improve efficiency. Due to the difference in elevations of the elevated storage tanks serving the existing water system, one strategy is an altitude valve installed at the Winningkoff elevated storage tank. This will allow the two elevated storage tanks to work together in the water system when it is converted to one pressure plane. Additionally limiting connections between the planes and the installation of residential pressure regulating valves (RPRVs) are other strategies for balancing the planes.

## ETJ Annexation

The areas within the Lucas ETJ with the highest potential for annexation are already being served by the Lucas waterworks. However, the large ETJ area in the southeast part of the City is not. If this ETJ area is added to the City by annexation, the area would not be added to the water system service area. These areas are currently located within the CCN held by the Wylie Northeast Special Utility District (WNSUD) and the Seis Lagos Utility District (SLUD). In general terms, the WNSUD supplies water to the southeast corner of the city as well as the Inspiration neighborhood with in the Lucas ETJ and the SLUD supplies the Seis Lagos and Brockdale Park neighborhoods.

Projected population in this area at build out is 3,892 people. This added population would not increase the projected population in the water system service area at build out. The only potential impact to the Lucas waterworks would be the operation of the SLUD water infrastructure. The WNSUD would most likely not relinquish its system to the City of Lucas.



#### **Dead End Water Lines**

There are a large number of dead end water lines in the existing water system. Dead end water lines have to be periodically flushed per TCEQ requirements in order to keep sufficient disinfection levels in the water lines. The City has to devote resources and funds to accomplish this purpose. It is the City's goal to address this situation by reducing the number of dead end water lines in the City thru the addition of water lines that will provide loops to eliminate the longer dead end water lines. Looping lines will eliminate the need to flush the lines, will improve the dependability of the system in the area, and enhancing fire protection. Included in the Appendix is a water system map showing the existing dead end water lines.

#### PROPOSED WATER SYSTEM

#### **Proposed System Facilities**

A number of system improvements will need to be made for the future water system based on water demand, the design criteria for improvements, and the other criteria mentioned in the previous section. The principal facilities needed for build out conditions when the water system service area (without the large ETJ area in the southeast part of the City included in the service area) include the following:

#### McGarity P.S. Site:

- 1,000,000 gallon ground storage tank
- Pump station with two 1,250 gpm pumps (replaces old pump station)
- 300,000 gallon elevated storage tank

#### North P.S. Site:

- Replace existing 8" delivery line (from NTMWD) with 12" delivery line
- Pump station with two 800 gpm pumps

#### Winningkoff Elevated Tank Site:

• Altitude valve with valve vault and piping

The additional facilities needed for build out conditions when the water system service area with the large ETJ area in the southeast part of the City included in the service area.

#### McGarity P.S. Site:

- Add a third 1,250 gpm pump in the new pump station
- 200,000 gallon elevated storage tank

#### North P.S. Site:

- 800,000 gallon ground storage tank
- Add a third 800 gpm pump in the new pump station



#### Water Lines:

- 12" water line along Country Club Road and East Lucas Road
- 12" water line between Brockdale Park Road and Southview Drive

The additions to the water system listed above for both sets of conditions (i.e., with and without the large ETJ area in the southeast part of the City included in the service area) provide the facilities that will be needed in the water system under build out conditions and provide a balanced water system with similar capacity facilities at the two pump station sites.



# **APPENDIX**

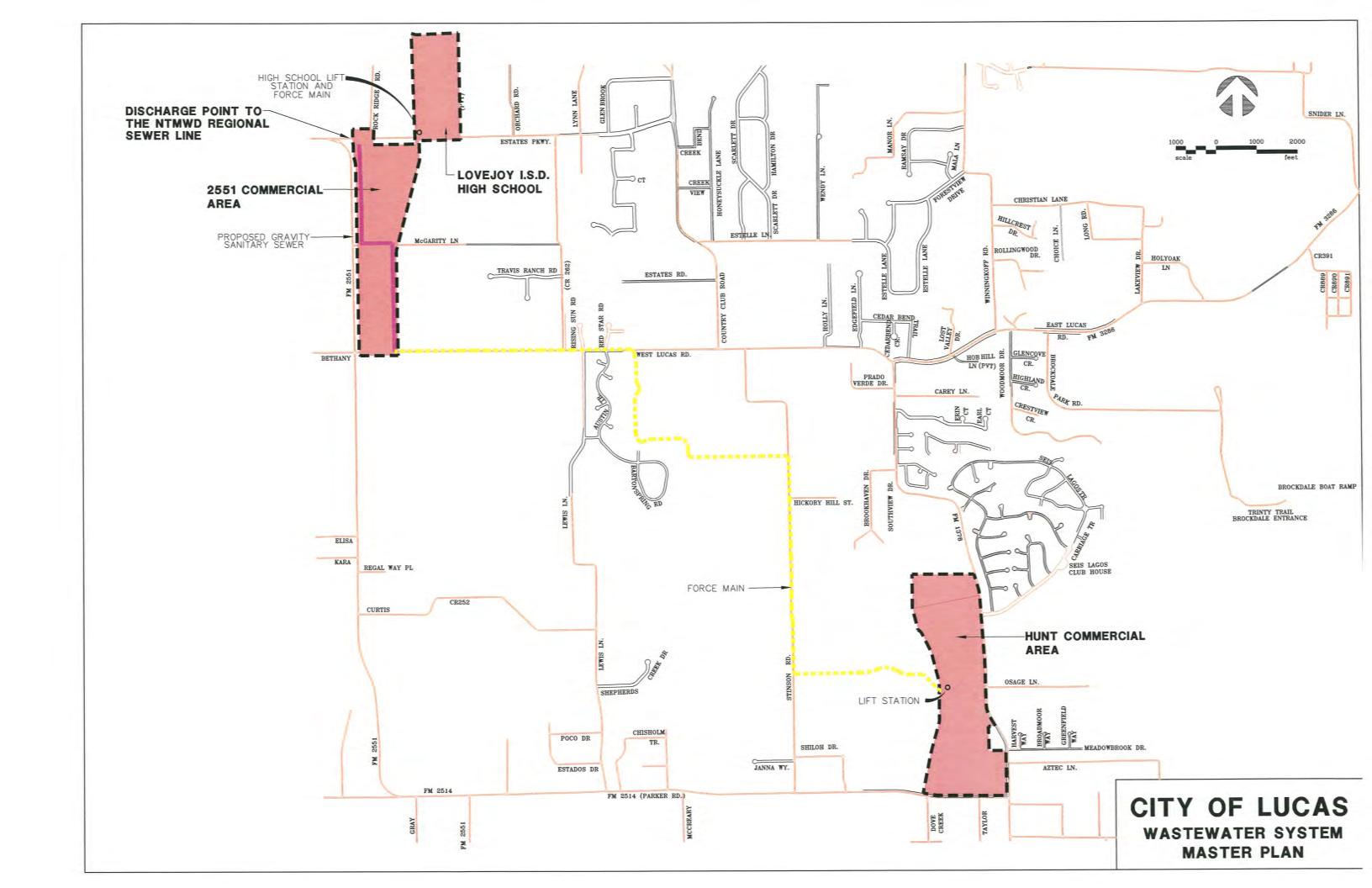
# Maps included in the Comprehensive Plan are as follows:

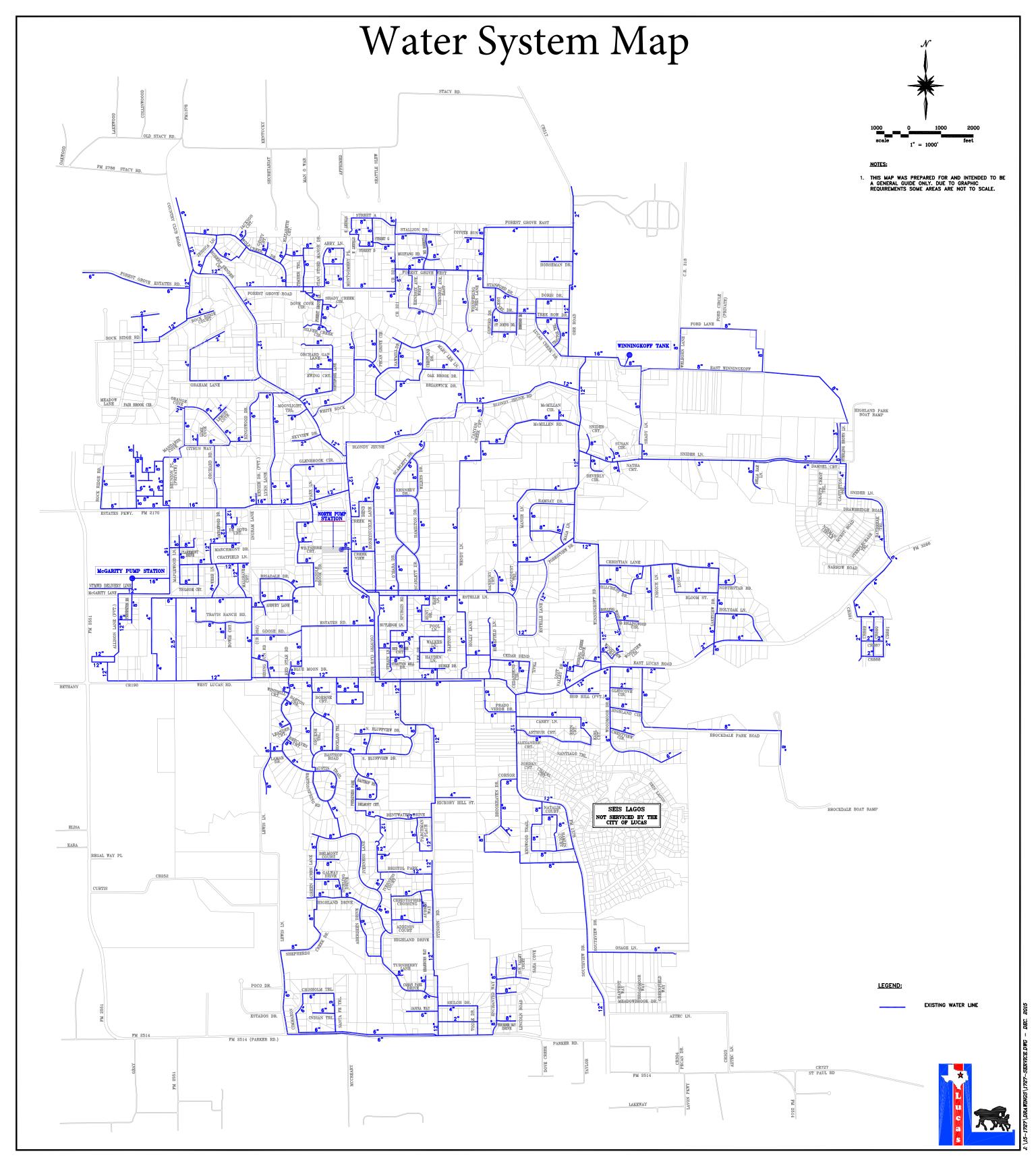
- Wastewater System Master Plan Map
- Water System Map
- Thoroughfare Plan Map
- Land Use Map



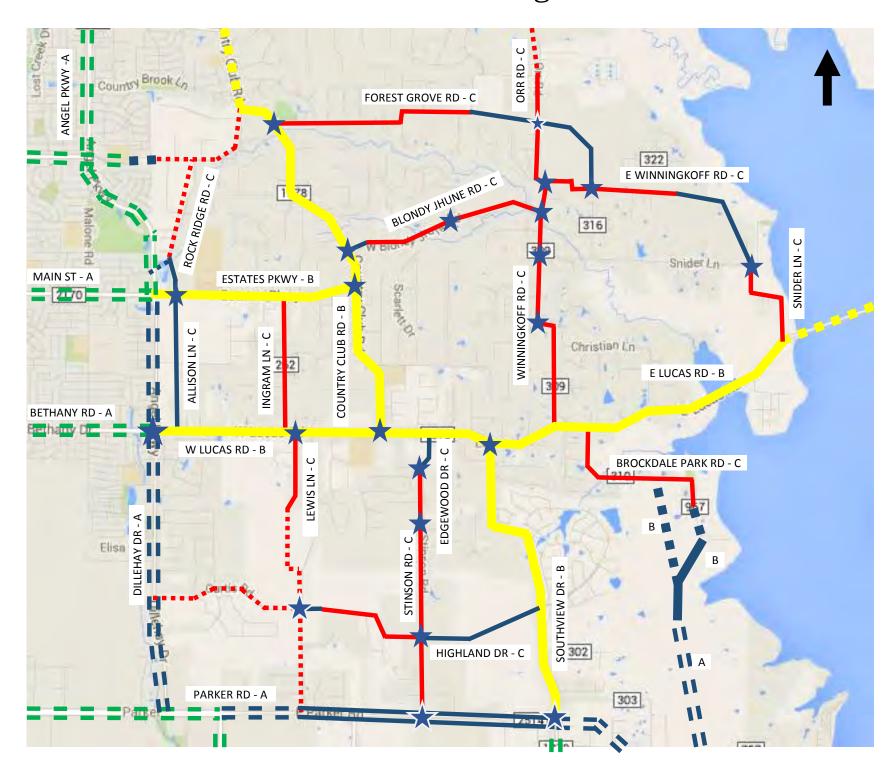
# APPENDIX







# Draft 2017 Master Thoroughfare Plan Draft



# Legend

Solid lines are thoroughfares within the city.

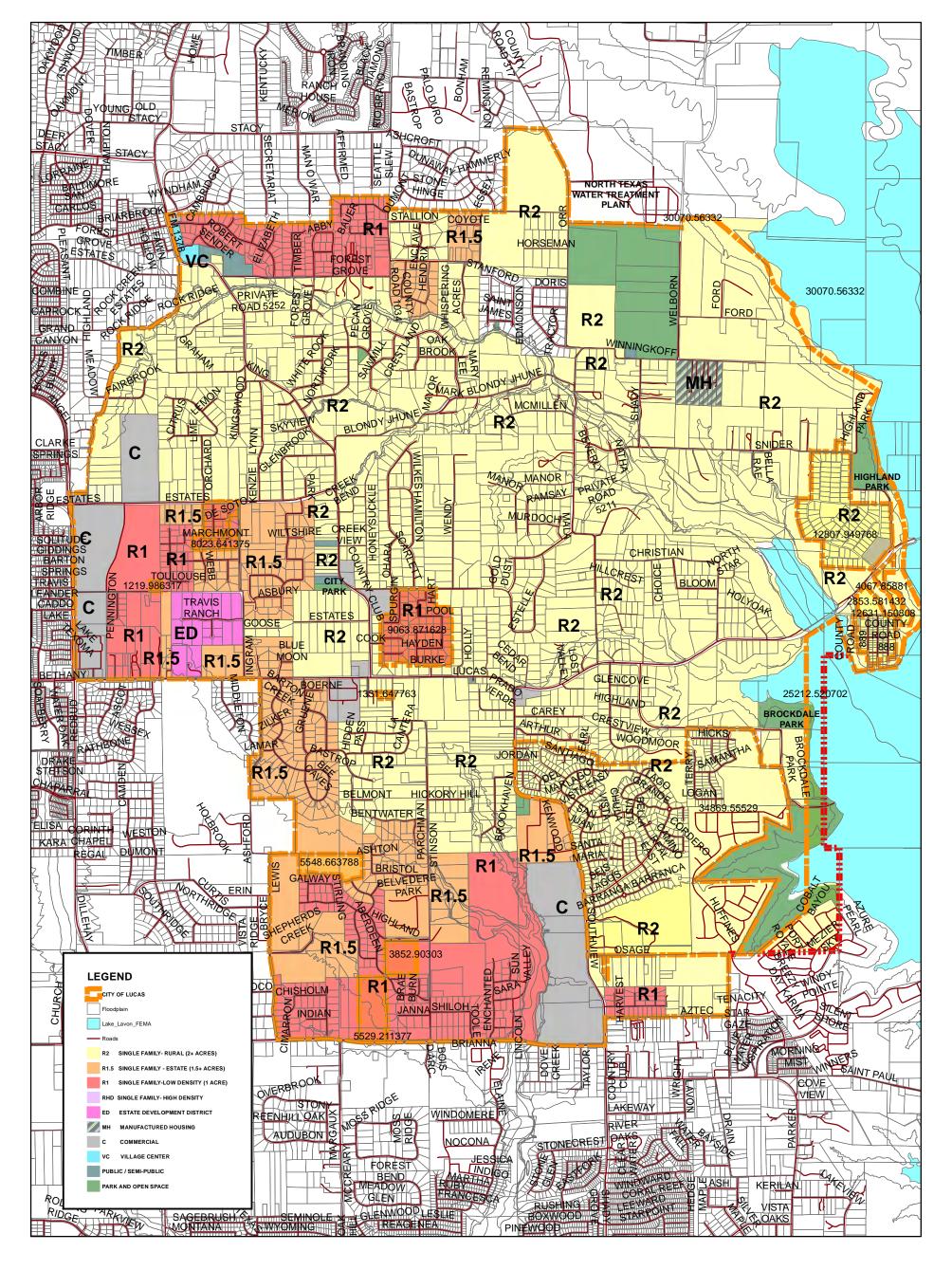
Dashed lines are thoroughfares outside the city.

Plue lines are proposed thoroughfares.

Blue stars are proposed intersection improvements locations.

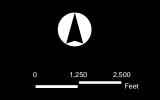
Thoroughfare name is followed by thoroughfare type.

Thoroughfare Type	No. of Lanes	Divided Roadway	Pavement Width (Feet)	Right-of- Way or Easement Width (Feet)
A	Six	Yes	78 Plus a 16-Foot Median	120
В	Four	No	52 to 54	60
C Neighborhood Connector	Two	No	24 to 28	50
D (Not Shown)	Two	No	24	50



Draft: March 8, 2017





Item No. 06



# City of Lucas Council Agenda Request March 16, 2017

Requester: Collin County Sheriff Jim Skinner

Collin County Deputy Chief Mark Sanderson

City Manager Joni Clarke

## Agenda Item:

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

## Background Information:

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

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

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

Item No. 06



# City of Lucas Council Agenda Request March 16, 2017

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

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

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

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

# Attachments/Supporting Documentation:

- 1. Interlocal Cooperation Agreement for Law Enforcement Services
- 2. 2016 Patrol Activity Report
- 3. Trend Analysis for 2012, 2013, 2014, 2015 and 2016
- 4. Collin County Patrol District Map

# Budget/Financial Impact:

The City of Lucas included in the City's fiscal year 16/17 budget \$97,700 for the dedicated deputy plus \$13,000 for extra patrol hours for a total of \$110,700.

Item No. 06



# City of Lucas Council Agenda Request March 16, 2017

Sheriff Jim Skinner took office in January 2017 and Deputy Chief Mark Sanderson has been reappointed as the City's liaison regarding law enforcement services with Deputy Brent Collins being appointed as the City's dedicated deputy in October, 2016. Our current agreement was effective as of October 1, 2013 and continues for a period of four years from the effective date expiring on October 1, 2017.

During a preliminary discussion with Sheriff Skinner, Deputy Chief Sanderson and City Manager Joni Clarke, Sheriff Skinner is requesting consideration for staffing enhancements for two additional law enforcement positions assigned to patrol district 130. These two additional positions would require funding for salary and benefits, vehicle, police equipment and accessories, vehicle operating costs, maintenance and insurance.

It is a great opportunity to begin to discuss the current provision of services in light of our budget process and the future contract negotiations.

Motion:

NA

## STATE OF TEXAS

COUNTY OF COLLIN

#### INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

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

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

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

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

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

### COUNTY'S OBLIGATIONS.

- 2.1 County will, through the Sheriff's Office, provide City with law enforcement services to the same extent provided to County and in accordance with the Sheriff's Office policies and procedures and local, state and federal law. Such law enforcement services include generalized preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other service generally related to law enforcement and the protection of the citizens of City.
- 2.2 The planning, organizing, assignment, allocation, direction and supervision of County law enforcement personnel under this Agreement will be determined by County. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be the responsibility of County.
- 2.3 County will give prompt consideration to all requests from City received through the Liaison Officer or the Sheriff's Office's communications division ("Dispatch") regarding the delivery of law enforcement services under this Agreement. County will make every effort to comply with these requests to the extent such requests are: (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the Sheriff's Office; and (3) consistent with local, state and federal law.
- 2.4 The Sheriff's Office will submit written reports of any and all activity within the City; to the extent such reports are consistent with the policies and procedures of the Sheriff's Office, by the 15th day of each calendar month for the services provided during the immediately preceding month.

- 2.5 During the term of this Agreement, the County will provide a patrol vehicle to City ("Patrol Vehicle"), the maintenance and insurance of which will be the sole responsibility of the County.
- 2.6 Patrol vehicle used under this agreement shall be replaced either, (whichever occurs first):
- a. whenever the vehicle is deemed by County to be in need of replacement based upon County's standard vehicle replacement schedule; or,
  - b. at the end of the four (4) year term of agreement.

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

Accordingly, at the agreement end term, the City, having reimbursed/paid the county the full cost of the vehicle, then the City may claim possession of the paid vehicle and shall cover any associated costs for administrative and transfer fees. This agreement complies with Government Code 791 and Local Government Code 263,152.

- 2.7 County will designate the Major of Operations of the Sheriff's Office to act on behalf of County as "Liaison Officer" to City. The Liaison Officer will act on behalf of the County on matters concerning the delivery of law enforcement services to City pursuant to this Agreement. City will observe and utilize the Liaison Officer as the proper contact official and agent for County regarding this Agreement. The Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of County and will provide immediate and direct supervision of the employees, agents, contractors, subcontractors, and/or laborers, if any, in furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of Collin County and City.
- Agreement during the days and times set forth in Exhibit "A", attached hereto and incorporated herein by reference. During times not specified in the attached Exhibit "A", County will continue to provide law enforcement services at the level currently provided and comparable to that provided to other populated unincorporated areas of the County. During the times therein specified, County shall provide one (1) duly sworn uniformed peace officer who shall devote full time and attention to the provision of law enforcement services for City.

#### CITY'S OBLIGATIONS.

in En

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

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

. . . .

- 3.2 City shall obtain a written opinion from competent legal counsel regarding legality and status of each of the ordinances of City. City shall provide to County on or before October 1, 2013, a copy of the opinion of counsel, as necessary.
- 3.3 Any Class C misdemeanor violations occurring in City's corporate or territorial limits will be, to the extent allowed by law, filed in and handled by the Municipal Court of City. City shall have the sole and exclusive right to any and all court costs, fines and fees generated by any enforcement action (including, but not limited to, court fines and fees, forfeitures, and costs) to the extent allowed by law.
- 3.4 The City Manager of the City of Lucas will serve as Liaison to act on behalf of City, and to serve as "Liaison Officer" for City. The Liaison Officer will devote sufficient time and attention to the execution of said

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

- 3.5 City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City.
- 3.6 City shall provide County a non-exclusive or exclusive office space for use by Sheriff's Office personnel performing law enforcement services pursuant to this Agreement. Such space shall contain a computer with word processing and internet capabilities, and will be utilized for administrative tasks, including, but not limited to, writing reports, making or returning phone calls and other tasks related to the obligations hereunder.
- 3.7 City shall provide and maintain a secure location wherein the Patrol Vehicle may be stored when not in use as contemplated by this Agreement or the Patrol vehicle shall be stored as determined by Sheriff's Office when not in use.

#### 4. SUSPENSION OF SERVICES.

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

- 4.2 If it becomes necessary for County to suspend services to City for non-payment of any monies required hereunder or for any other cause whatsoever, County will notify the City Liaison Officer by telephone and in writing of the date service will be suspended.
- 4.3 If the services provided by County are suspended and are not resumed within fifteen (15) days of the date of suspension, the suspension shall be considered a termination.

#### TERMINATION.

- 5.1 This Agreement may be terminated at any time with or without cause by either party by giving ninety (90) days written notice to the other.
- 5.2 City may terminate this Agreement immediately upon a breach of this Agreement by County.
- 5.3 County may terminate this Agreement immediately upon a breach of this Agreement by City.
- 5.4 In the event this Agreement is terminated by either party for any reason. County shall receive any payments due and owing under this Agreement on a pro rata basis, together with any reimbursable expenses then due and as authorized by this Agreement. Additionally, in the event this Agreement is terminated prior to expiration date, the Patrol Vehicle and all related equipment shall be returned immediately to County, and City forfeits any claim to vehicle.
- 6. RECOURSE. City's sole recourse for failure of County to furnish law enforcement services under this Agreement or any other breach by County will

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

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

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

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

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

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

If to Collin County:

Collin County Sheriff's Office

Major of Operations

4300 Community Blvd.

McKinney, Texas 75071

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

AGREED TO:

Judge Keith Self

2300 Bloomdale Road

McKinney, TX 75071

CITY OF LUCAS

City of Lucas

Date

151 Country Club Road

Lucas, TX 75002

#### EXHIBIT "A"

# TO INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

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

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

2 ... 2 ...

Schedule to be determined except as noted below

- 2. Vacation, Compensation, Personal and Sick Time. The law enforcement officer assigned to provide the services in accordance with the Agreement may, during the term of the Agreement, use vacation, compensation ("comp"), personal and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office ("Time Off"). City acknowledges and agrees that County will not provide alternate personnel during the Time Off period, and such Time Off does not alter in any way City's obligations under this Agreement. County agrees to notify City of any Time Off in advance when possible.
- 3. Overtime. In the event overtime pay is due to the law enforcement officer performing services under the Agreement because of a request by City for the officer to work more than the hours described herein, City shall reimburse the County for such pay.

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

#### EXHIBIT "B"

# TO INTERLOCAL COOPERATION AGREEMENT

#### FOR LAW ENFORCEMENT SERVICES

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

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

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

2, 12.

2016 - Lucas Patrol Activity

								1			-	-				
		Days	calls	Assist	Reports Arrest		Wrngs	JP Tkts	Vrbl Wrn Sec Ck	Sec Ck	A/W	Sp Asg	Tows	On Duty Crt Total	Total	Tot/DW
Jan G. Gilchrist		17	26	13			3		7	70		18			137	
Feb Gilchrist		18	20	14	2		2	1		82		3			136	
Mar G. Gilchrist		21	45	14	1			3	0		,				173	
Apr G. Gilchrist		18	34		3										1/7	0.24
May G. Gilchrist		18	20	10	3				4			4	,		122	
Jun G. Gilchrist		16	62	11	15	5	0	4	1		0			0		
G. White		22	54	7	3	0	0	0	64	58		0		0		
Aug G. White		21	45	19	6	1	1	1	28	90	4					
Sep G. White		19	49	7	1	2		7	18	84	2		(1)	3	173	
B. Collins		11	27	П	3	0	1	0	0	44	3	6		0		
Nov B. Collins		16	20	12	1	2	2	0	2	123	4	5		2 0	1	
Dec B. Collins		13	36	16	1	0	4	1	1	175	4	1				
	Totals	210	468	143	42	10	13	17	163	1,003	25		11	2	1,9	
		Days	Calls	Assist	Reports Arrest		Wrngs	JP Tkts	Vrbl Wrn Sec Ck		A/W	Sn Asp	Towe	On Duty Crt	Totale	

Notes:

Monday & Friday A Shift 7am to 3pm.

Tuesday Thru Thursday B Shift 3pm to 11pm. Schedule is evaluated every 6 months and based on activity may change.

5	2	6	7	4	∞	7	5	8	4	5	2
January Lucas COP Patrols -	February Lucas COP Patrols -	March Lucas COP Patrols -	April Lucas COP Patrols -	May Lucas COP Patrols -	June Lucas COP Patrols -	July Lucas COP Patrols -	August Lucas COP Patrols -	September Lucas COP Patrols -	October Lucas COP Patrols -	November Lucas COP Patrols -	December Lucas COP Patrols -

# **Call Volumes**

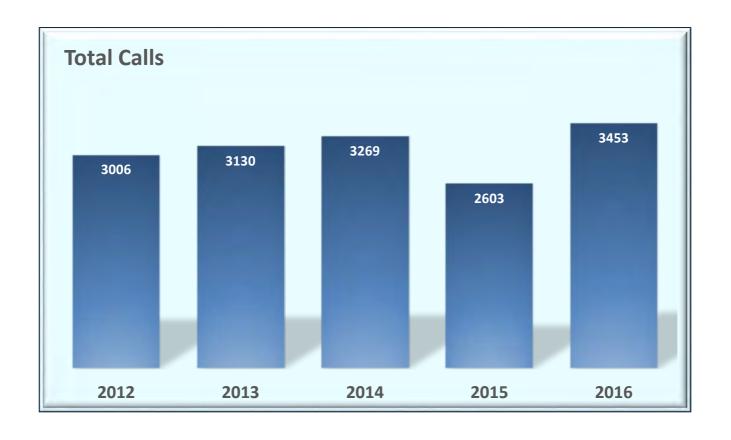
Call Type	2012	2013	2014	2015	2016
9-1-1 Abuse	0	1	0	0	1
9-1-1 Hang Up	25	32	20	23	20
Abondoned Vehicle	0	0	20	18	0
Animal Complaint	0	0	0	1	0
Aggrivated Assault Just Occurred	0	1	3	0	2
Arrested Person	2	5	0	3	9
Assault Just Occurred	0	0	0	1	0
Assault Report	8	4	7	7	2
Assist Other Agency	4	7	3	5	9
Attempted Suicide	5	3	4	3	3
Audible Burglar Alarm	186	191	227	183	216
Broadcast Information	3	2	1	2	1
Building Security Check	344	257	332	273	382
Burglary In Progress	0	0	0	1	2
Burglary Just Occurred	0	0	0	1	1
Burglary Motor Vehicle Report	10	10	20	2	3
Burglary Report	12	14	15	10	8
Burglary in Progress	1	0	2	0	0
Child Abuse Report	5	0	1	0	0
Child Negelect Report	0	2	1	3	1
Citizen Contact	0	0	27	27	27
Child Pornography	1	1	0	0	1
Civil Problem	40	27	27	21	34
Civil Service	10	16	13	10	8
Civil Standby	6	13	7	3	6
Code Violation	0	0	1	0	1
Commercial Traffic Complaint	1	7	4	0	0
Commercial Video Alarm	0	0	0	8	3
Criminal Trespass	0	13	15	13	15
Curfew Violation	0	0	1	0	0
Customer Disturbance	0	1	2	4	2
Deliver Emergency Message	2	1	2	1	3
Disorderly Conduct	0	1	1	0	0
Disturbance	5	11	5	1	6
Documentation Purpose	1	2	0	3	1
Domestic Disturbance	22	20	26	24	26
Down Tree	1	2	3	7	2
Driving While Intoxicated	8	9	3	5	6
Drowning	1	0	0	0	1
Fight in Progress	2	3	1	0	0
Firearm Complaint	25	25	20	23	23
Fire Public Assist	0	0	0	0	1
Fireworks Complaint	14	25	25	28	31
First Responder	1	0	1	0	1
Flooding Report	1	0	0	5	1
Follow Up Investigation	52	55	76	60	79
Foot Pursuit	0	1	0	0	0
Forgery Report	0	0	0	1	0
Found Body	0	1	0	0	0
Found Child	0	1	1	1	0
Found Property	6	11	2	5	5
Fraud Report	11	17	19	24	12

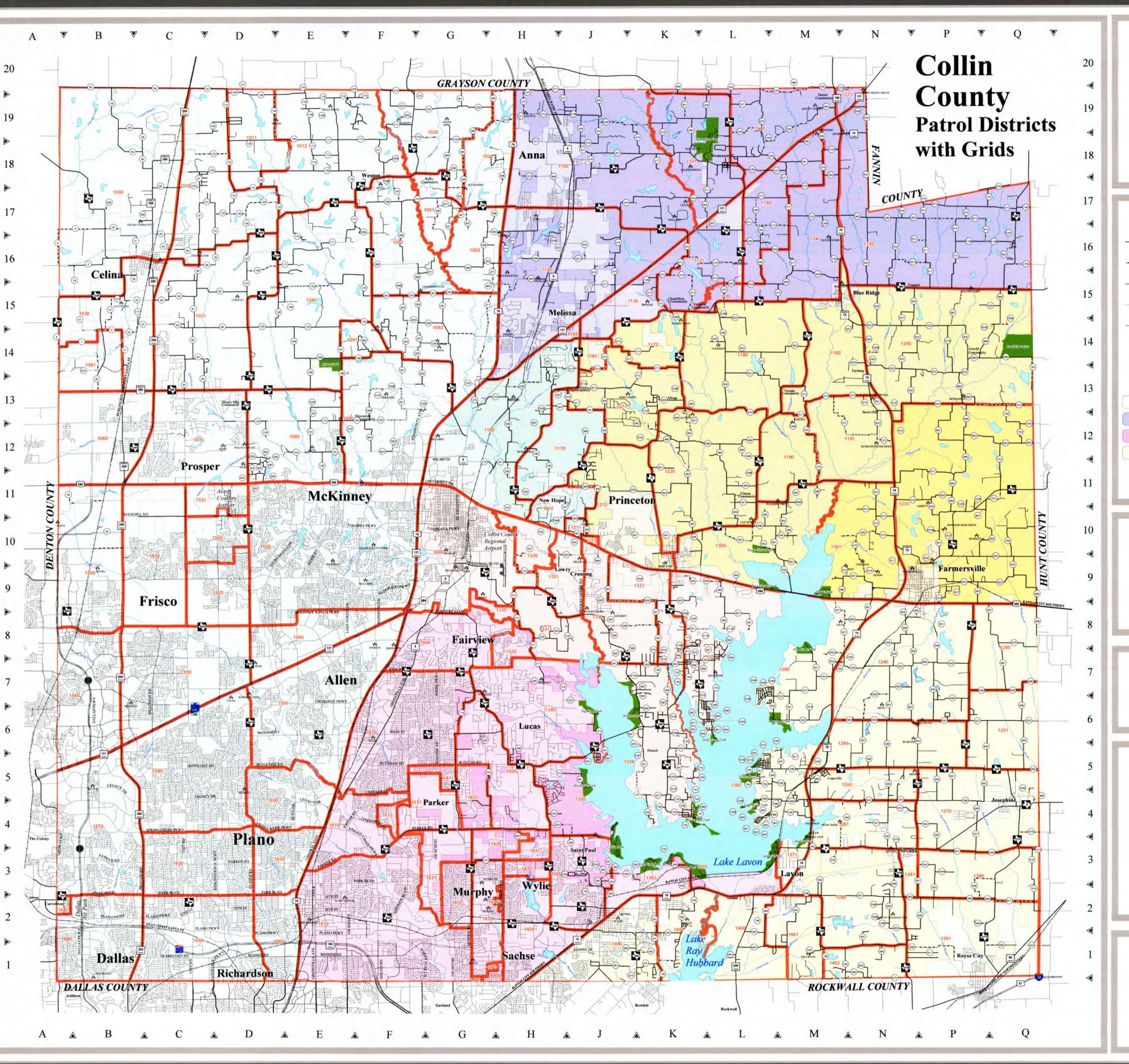
# **Call Volumes**

Call Type	2012	2013	2014	2015	2016
Harassment Report	4	7	3	5	4
Hazardous Waste	0	0	0	1	0
House Watch	451	231	418	164	455
Hunter/Gunshots	1	8	4	4	1
Identity Theft	8	12	16	29	9
Indecent Exposure	1	0	0	2	1
Injured Animal	7	10	7	10	4
Injured Person	13	7	15	25	13
Juvenile Problems	16	10	19	16	22
K9 Demo	0	0	0	0	1
K9 Open Air Search	0	2	1	3	0
K9 School Search	4	0	1	0	0
K9 Training	0	8	0	1	1
Locked Vehicle/Residence	0	0	0	1	2
Loose Live Stock	40	59	20	30	21
Loud Party	5	2	2	2	4
Major Accident 10/50	23	40	37	36	58
Major Hit and Run Accident	0	0	1	0	0
Medicatoin Overdose	1	1	2	0	4
Mental Subject	2	3	9	2	5
Mental Transfer	0	0	0	1	0
Minor Accident 10/50	55	71	59	80	110
Minor Hit & Run Accident	9	0	19	15	23
Missing Child	0	4	0	2	3
Missing Person	2	2	1	3	1
Motorist Assist	62	64	56	54	47
Narcotics Investigation	3	2	1	9	0
Natural Disaster	0	0	1	13	0
Natural Gas Leak	0	0	1	0	1
Noise Disturbance	36	16	26	0	12
Online Harassment	2	1	1	1	2
Online Solicitation	0	1	0	1	0
Open Door/Building	4	6	2	7	12
Open Line	1	1	0	3	3
Panic Alarm	16	24	8	16	16
Parking Violation	1	4	4	28	3
Phone Harassment Report	4	5	7	7	3
Prowler	4	3	5	5	0
Public Intoxication	3	2	3	2	2
Pursuit	0	1	0	1	0
Reckless Driver	20	37	55	71	64
Recovered Stolen Vehicle/Property	2	0	2	2	1
Repo Report/Private Pull	0	0	0	0	1
Registered Sex Offender Check	3	0	17	10	0
Road Rage	0	3	3	3	5
Robert In Branco	0	0	0	0	1
Robbery In Progress	0	0	1	0	0
Robbery Just Occurred	0	0 10	0	1	0
Runaway Report Sexual Assault of a Child	6 1	10 1	9 2	1 0	4 2
Sexual Assaul Report	0	1	1	0	3
Sexual Assaul Report Sexting Text	1	0	0	0	3 0
Sexual Assault Just Occurred	1	0	0	0	0
Ochuai Assault Just Occulted	ı	U	U	U	U

# **Call Volumes**

Call Type	2012	2013	2014	2015	2016
Shooting	0	0	0	1	0
Shoplifter	0	20	39	40	25
Silent Alarm	2	4	0	2	3
Smoke Investigation	0	0	1	1	2
Solicitor Complaint	6	4	6	5	4
Special Event	0	0	0	1	1
Special Watch	169	137	275	227	509
Speeding Vehicle	19	14	10	7	17
SRO School Check	0	0	7	40	23
Stabbing	0	0	1	0	0
Structure Fire	4	1	1	1	2
Subject Passed Out	1	6	0	1	2
Suicide	1	1	0	0	0
Suicide Threat	7	0	10	12	10
Suspicious Circumstances	86	118	87	88	106
Suspicious Person	34	33	33	33	49
Suspicious Vehicle	103	128	121	124	130
Test Call	0	0	0	2	0
Theft in Progress	2	1	0	2	1
Theft Just Occurred	1	2	9	9	4
Theft Report	38	38	45	45	45
Threats	6	8	9	14	5
Traffic Assist	0	4	4	1	17
Traffic Complaint	0	8	4	3	7
Traffic Enforcement Area	0	6	5	22	57
Traffic Hazzard	37	51	53	40	50
Traffic Stop	740	970	670	319	420
Traffic Violation	0	2	0	0	1
Trash Dumping	5	5	8	0	7
Trespassing	8	0	0	0	0
Unattended Death	2	5	2	1	0
Unauthorized Burn	5	3	2	0	2
Unknown Fire	2	0	0	2	0
Unknown Request for Police	0	3	3	3	1
Vandalism	1	0	0	0	0
Vandalism Just Occurred	1	0	2	0	0
Vandalism/Crime Mischief Report	25	28	21	18	19
Vehicle Disturbance	30	40	21	15	3
Vehicle Fire	0	1	2	2	0
Vehicle Theft In Progress	0	0	0	0	1
Vehicle Theft Occurred	0	0	0	2	2
Vehicle Theft Report	10	5	1	3	2
Verbal Disturbance	8	4	5	1	4
Warrant Service	7	10	18	16	15
Water Leak	0	0	0	0	1
Water Violation	0	1	0	0	0
Welfare Concern	18	15	15	21	27
Writ Execution	1	3	1	2	0
Writ of Possession	0	0	1	0	0
Total Calls	3006	3130	3269	2603	3453





# **Information Technology**



**GIS** 

# Legend

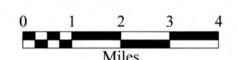






**Patrol Grids** 







Source data compiled from Collin County GIS databases, aerial photographs (2009), digital data from cities and various maps throughout Collin County.

This map is a graphic representation of Collin County and should only be used for illustrative purposes. In no way should this map be used to settle any boundary dispute or locational conflict.

: March 20, 2012



# City of Lucas Council Agenda Request March 16, 2017

Requester: Finance Director – Liz Exum

## Agenda Item:

Consider the approval of the City of Lucas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016 presented by BrooksCardiel, PLLC.

## Background Information:

The audit firm, BrooksCardiel, PLLC will be presenting the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016.

# **Attachments/Supporting Documentation:**

1. A hard copy of the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016 will be distributed before the City Council meeting.

# **Budget/Financial Impact:**

NA

# **Recommendation:**

Approve as presented.

# Motion:

I make a motion to approve/deny the City of Lucas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016.



# City of Lucas Council Agenda Request March 16, 2017

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 proposal from Barnes Waste Disposal Services (BWDS) regarding waste collection and disposal services that are available to the City of Lucas including:
  - Solid waste residential collection
  - Solid waste commercial collection and the provision of dumpsters
  - residential bulk/brush/yard waste collection services
- B. Receive a proposal from Community Waste Disposal (CWD) regarding waste collection and disposal services 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
- C. 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.



# City of Lucas Council Agenda Request March 16, 2017

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.

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 provide 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.

At the February 16, 2017 City Council meeting, CWD provided the City Council with a presentation regarding services that are available to the City of Lucas. BWDS was also in attendance and indicated that they would be willing to continue to provide residential solid waste collection and disposal services. The City Council requested that each contractor prepare a proposal for City Council consideration.

# **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
- 5. Minutes for Item 6 from the February 16, 2017 City Council Meeting
- 6. Proposal from Barnes Waste Disposal Services (to be distributed under separate attachment)
- 7. Proposal from Community Waste Disposal (to be distributed under separate attachment)



# City of Lucas Council Agenda Request March 16, 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 currently provides billing services for the volunteer recycling program.

# Recommendation:

N/A

# **Motion:**

A motion is needed to advise staff regarding the provision of:

- Solid waste residential collection and disposal
- Solid waste commercial collection, disposal and the provision of dumpsters
- Recycling services
  - o Curbside recycling city-wide program
  - o Curbside recycling voluntary program
  - o Green waste programs such as e-waste/household hazardous waste/household metal appliances options
- residential bulk/brush/yard waste collection and disposal services and the process to consider in acquiring a provider for those services and the negotiation of a contract with selected provider.

#### EXHIBIT "A"

STATE OF TEXAS

8

§ SOLID WASTE COLLECTION AND

§ DISPOSAL AGREEMENT

COUNTY OF COLLIN §

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.

- 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 <u>Service Requirements</u>. 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 <u>Containers.</u> 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 <u>Pricing Structure</u>. 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):

Basic Service: Monthly rates for Basic Service \$17.00

Expanded Service: Monthly rates for Expanded Service \$19.45

Additional Service: 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) <u>Service Requirements</u>. 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) <u>Containers.</u> 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) <u>Pricing Structure</u>. 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) <u>Billing & Collection Responsibility</u>. 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.

EXHIBIT A

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

- CONTRACTOR IS SOLELY RESPONSIBLE FOR AND SHALL 10.1 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, Contactor 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 <u>Entire Agreement</u>. 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 <u>Assignment</u>. 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 <u>Successors and Assigns</u>. 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 <u>Governing Law.</u> 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 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the parties.
- 12.6 <u>Severability</u>. 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 <u>Independent Contractor</u>. 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 <u>Notice</u>. 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

a 21 a 25 a 4

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 <u>Counterparts</u>. 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 <u>Inspection of Books and Records</u>. 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 <u>Compliance with Federal, State & Local Laws</u>. 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)

Approved as to form:

By:

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

EXECUTED this 17<sup>th</sup> day of May, 2012.

City of Lucas, Texas

Jeff Jenkins, City Manager

EXECUTED this 30th day of May, 2012.

Barnes Waste Disposal Service

By: Wastasia Darnes 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 not 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 pick up? (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

- Consider approval of the minutes of the January 5, 2017 City Council meeting. 5.
- 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 citywide 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.

 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.

# 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 < clarke@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 30<sup>th</sup> 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

- 4. Consider approval of the minutes of the February 2, 2017 City Council meeting.
- Consider approving a Proclamation declaring March 19-25, 2017 as Poison Prevention Week.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Fisher to approve the Consent Agenda as presented. The motion passed unanimously by a 6 to 0 vote.

#### Regular Agenda

- Consider the provision of residential and commercial solid waste collection/disposal, recycling related services including curbside residential recycling and ewaste/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.

Greg Roemer, President of Community Waste Disposal discussed the history of their company, their recycling program and the 19 communities that currently use their recycling program. He stated the company did not use diesel trucks and discussed the various services that were available to the City of Lucas Mr. Roemer stated that he would propose recycling pickup occur once a week, with residents using a 95-gallon cart for curbside pickup or blue recycle bags. Two cubic yards of bulky items would be picked up weekly, and household hazardous waste items such as paints, pesticides, fertilizers and batteries would be collected twice per year.

Councilmember Fisher asked how many routes CWD proposed for Lucas.

Mr. Roemer stated routes would be run Monday, Tuesday and Thursday for trash pickup and every other week on Wednesdays for recycling.

The Council briefly discussed with Mr. Roemer the factors that would go into providing a price on the cost for services. Mr. Roemer stated such things as the type of service provided; trash, recycling or both, the number of collection times per week and the size of the city would be considered.

The Council discussed the asphalt roadways in Lucas and the size and weight of collection vehicles that would be used to pick up trash.

Mr. Roemer stated that their trash collection trucks were 20-yard single axle trucks with a 33,000-gross vehicle weight.

The Council was in agreement that they would like Community Waste Disposal to bring back a proposal for both trash and recycling services.

Mayor Olk also asked that Barnes Waste Disposal review their existing contract and bring back a proposal as well.

This item was for discussion purposes only, no formal action was taken.

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

Development Services Director Joe Hilbourn gave a brief presentation discussing the need to move the Founders Day event due its close proximity to the Country Christmas event and the lack of volunteers that are able to assist.

Councilmember Fisher discussed her concerns relating to moving the event to April, as it was close to the City's May general election, which could be used to politicize the event.

The Council discussed political signage on public property and State law requirements that limited where and for how long political signage could be erected.

Mayor Olk read an email received from Rebecca Mark, Volunteer Coordinator for the Founders Day event. Ms. Mark noted her difficulty in scheduling volunteers for the Founders Day event, the limited time that separated the Founders Day event from the Country Christmas event, and was in favor of moving the event to the spring.

MOTION: A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve moving Founders Day to April 14, 2018. The motion passed unanimously by a 6 to 0 vote.

# 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 gave a brief presentation discussing details of the cleanup event noting the following streets that would be included for cleanup as part of the event:

- West Lucas Road from FM 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
- Brockdale Park and Highland Park

Mr. Hilbourn stated that for the safety of the volunteers, Blondy Jhune and Stinson Roads would be closed for the event, and that Staff would be closing Snider Lane from Shady Lane to East Lucas Road to through traffic during the cleanup event from 9:00 am until 12:00 pm.

This item was for discussion purposes only, no action was taken.



# City of Lucas Council Agenda Request March 16, 2017

Requester: Fire Chief Ted Stephens

# Agenda Item:

Consider authorizing the City Manager to proceed with the acquisition of emergency radio hardware and software in the amount of \$83,764.87 from Motorola and to appropriate funding from the unrestricted General Fund reserves to Account 11-6300-420 in the 2016-2017 budget.

#### **Background Information:**

In July 2016, Fire-Rescue presented a two-year plan to replace our emergency radios as all radios on the Plano-Allen-Wylie-Murphy Network (PAWM) system will be required to be upgraded by 2018 as required by the PAWM system. In the first round, \$79,222.20 was approved in the current 2016-2017 budget. Those radios have been purchased and placed into service. In our original request, we planned to purchase the second round in the 2017-2018 budget.

In a recent meeting with the Motorola representative it was disclosed to us that Motorola has increased the cost of radios we need by more than 6 %, or roughly \$5,405.18 over the original cost with 11% for the portables in the second half of our order. In addition, Motorola has replaced the batteries with an updated intrinsically safe model for UL certification of which the old batteries will not work on the new radios. While we will still realize the original 17% cost savings on the original bid, there was no guarantee as to an equipment modification or model change. We have asked the representative to submit on our behalf a customer satisfaction request to Motorola to uphold the original pricing of the second half of the original quote of \$163,431.07 of which we have committed and purchased \$79,666.20 and wish to use the remainder of the budgeted funds from this original quote in the amount of \$83,764.87. If this is approved by Motorola we will have approximately 30 days to respond with a purchase order.

As upsetting as this is we still feel fortunate to have learned of this before we waited for the following budgeted year, and still may have an opportunity to realize the full savings of the original quote bargained for by the PAWM group with Motorola last year.

Further we have been advised of an additional price increase around April 10<sup>th</sup> of this year just to add to the complexity of this.

On Monday, February 20, 2017, we learned that Motorola had approved our price adjustment request.

In an effort to save the city \$5,405.18 <u>plus a reported</u> (from the Motorola sales rep) <u>additional price</u> <u>increase of approximately 17% on April 11, 2017</u>, Fire-Rescue would like to purchase the remainder of our radios now.



# City of Lucas Council Agenda Request March 16, 2017

# **Attachments/Supporting Documentation:**

1. Radio Price Adjustment Allowance

## **Budget/Financial Impact:**

Immediate impact of \$83,764.02 which will save the City \$5,405.18 plus the reported price increase in April for next year's budget for equipment that will be needed regardless of the timing.

## **Recommendation:**

It is my recommendation to purchase the radios using general fund monies.

# **Motion:**

I make a motion to approve/deny authorizing the City Manager to proceed with the acquisition of emergency radio hardware and software in the amount of \$83,764.87 from Motorola and to appropriate funding from the unrestricted General Fund reserves to Account 11-6300-420 in the 2016-2017 budget.

Price Exception Number: PE137771

Created By: ndtr76 Cart Name: USD Currency:

Created On:

17 Feb 2017

Price Exception Status:

Approved

32309 - PAWM Contract:

New Pri

\*\*\*previewIbllumpsumdiscount\*\*\*: 61635 ( Fixed Price )

Customer Satisfaction Reason:

Notes: [bthompson@dfwcomm.com] - 2/17/2017 1:57:53

PM : Customer was quoted before any price increase on the An version to BN version

PE Quote Notes:

Price Exception Requester Details

DFW Communications Inc - MR - TX Enterprise name: Customer Number: 1035731331 Customer Name:

LUCAS FIRE-RESCUE, CITY OF

Bobby Thompson Name: Phone number: Email Address: 954-723-5000

Notes

Nicholas.Sultan@motorolasolutions.com

1. Model No. M30TSS9PW1AN APX7500 DUAL BAND MID POWER

Unit of Measure: EΑ

32309 - PAWM Contract Reason

Est. Ship Date	Available	List Price	Your Price	Qty	
	1				

19 May 10 Mar 2017 Ν 7,842.50 4.772.70 4 19,090.80 Approved 2017 Configuration Fixed 19 May 1. M30TSS9PW1AN 1,544.35 6,177.40 2.736.00 1.641.60 4 6.566.40 1544 35 2017 2. W22BA ADD: STD PALM MICROPHONE APEX Fixed Price 72.00 43.20 4 172.80 40.64 40.64 162.56 3. GA00235AA ADD: NO GPS ANTENNA Fixed 0.00 0.00 4 0.00 0 0.00 0.00 NEEDED 4. GA00244AA ADD: 7/800MHZ PRIMARY Fixed 0.00 0.00 4 0.00 0 0.00 0.00 BAND Price 5. GA00308AA ADD: VHF MP Fixed 400.00 240.00 4 960.00 225.78 225.78 903.12 SECONDARY BAND 6. GA00579AA ADD: ENABLE DUAL BAND OPERATION 600.00 360.00 4 1,440.00 338.67 338.67 1,354.68 Price 7. G78AR ADD: 3 YEAR SERVICE FROM 168 00 4 672 00 168 00 168 00 n 672 00 THE START LITE 8. G67BC ADD: REMOTE MOUNT MID Fixed 4 297.00 178.20 712.80 167.64 167.64 670.56 **POWER** Price 9. G51AT ENH: SMARTZONE Fixed 1,500.00 900 00 4 3.600.00 846.68 846.68 3.386.72 OPERATION APX 10. G806BE ADD: ASTRO DIGITAL CAI OPERATION Fixed 515.00 309.00 4 1,236.00 290.69 290.69 1,162.76 Price 11. G444AE ADD: APX CONTROL HEAD Fixed 0.00 0.00 4 0.00 0 0.00 0.00 SOFTWARE Fixed 12. G442AJ ADD: O5 CONTROL HEAD 432.00 259.20 4 1,036.80 243.84 243.84 975.36 Price 13. G831AD ADD: SPKR 15W WATER Fixed 60.00 36.00 4 144.00 33.87 33.87 135.48 14. G174AD ADD: ANT 3DB LOW-PROFILE 762-870 Fixed 43.00 25.80 4 103.20 24.27 24.27 97.08 Price 15. G299AE ADD: 1/4 WAVE ROOF TOP Fixed 4 19 50 11 70 46.80 11 01 11 01 44 04 150.8-162 16. G361AH ADD: P25 TRUNKING SOFTWARE Fixed 300.00 180.00 720.00 169.34 169.34 677.36 Price Fixed 17. GA00580AA ADD: TDMA OPERATION 450.00 270.00 4 1,080.00 254 254.00 1,016.00 18. G996AS ENH: OVER THE AIR PROVISIONING Fixed 100.00 60.00 240.00 56.45 56.45 225.80 Price Fixed 19. QA03399AA ADD: ENHANCED DATA 150.00 90.00 360.00 84.67 84.67 338.68

2. Model No. NNTN7624B Unit of Measure:

IMPRES VEHICULAR CHARGER (FULL KIT)

32309 - PAWM

Contract

31 Mar 2017	N	429.00	278.85	10	2,788.50	Fixed Price	242.15	242.15	2,421.50	Approved	19 May 2017
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	Exception	New Price Exception Extended Price	Price Exception Status	Expiration Date
Reason					Notes						

3. Model No. H49TGD9PW1AN Unit of Measure:

APX7000XE DIGITAL PORTABLE RAD

Contract Reason		32309 - PAWM			Notes						
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Exception	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
10 Mar 2017	N	8,636.00	5,225.60	3	15,676.80					Approved	19 May 2017
Configuration						Fired					40 M=
1. H49TGD9PW1AN		3,986.00	2,391.60	3	7,174.80	Fixed Price	2249.91	2,249.91	6,749.73		19 May 2017
2. QA01427AC ALT: I HOUSING	MPACT GREEN	25.00	15.00	3	45.00	Fixed Price		14.11	42.33		
3. Q806BP ADD: AST OPERATION	TRO DIGITAL CAI	515.00	309.00	3	927.00	Fixed Price		290.69	872.07		

Total: 89,169.20 New Total: 83,764.02 Order Variance: Variance:



# City of Lucas City Council Agenda Request March 16, 2017

Requester: Mayor Jim Olk

# Agenda Item:

Receive update regarding the Collin County Roadway Action Plan and proposed Collin County Bond election for future funding.

### **Background Information:**

Mayor Olk and Public Works Director/City Engineer Stanton Foerster attended a meeting by the Collin County Planning Board on March 1, 2017 to discuss limited access roadway alignments to be studied by TxDOT and North Central Texas Council of Governments. One of these LARs being proposed bisects the City of Lucas. Mayor Olk will give an update from that meeting.

## **Attachments/Supporting Documentation:**

1. Collin County Presentation

# **Budget/Financial Impact:**

NA

# Recommendation:

NA

# **Motion:**

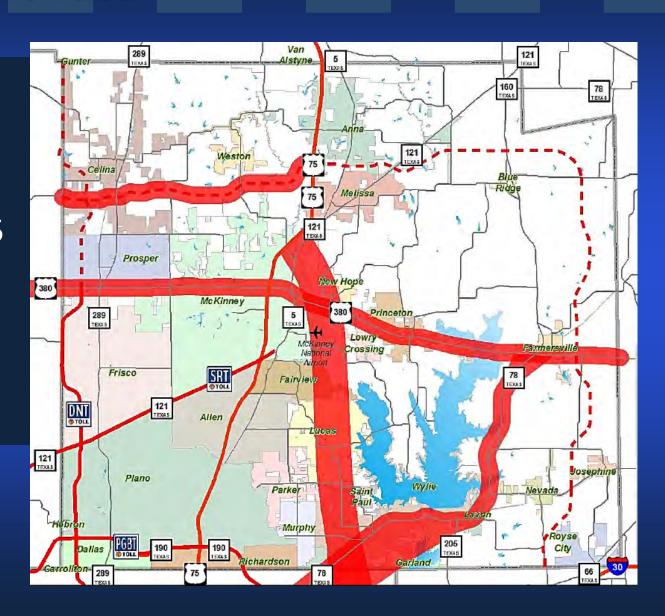
NA



# **LARs Priorities**

- 1. US 380
- 2. SH 78
- 3. N-S Road between US 75 & Lake Lavon
- 4. Outer Loop
- \* Actual routes to be determined

Commissioners Court February 1, 2016





# **LARs Priorities**

# Roadway Action Plan for Collin County

#### Corridor 1 (Near Term): US 75

- · Widening in Allen
- PGBT Interchange Ramp Improvement
- Widen Plano Parkway and DART rail bridges
- Technology Lane

#### Corridor 2 (Near Term): Collin County Outer Loop

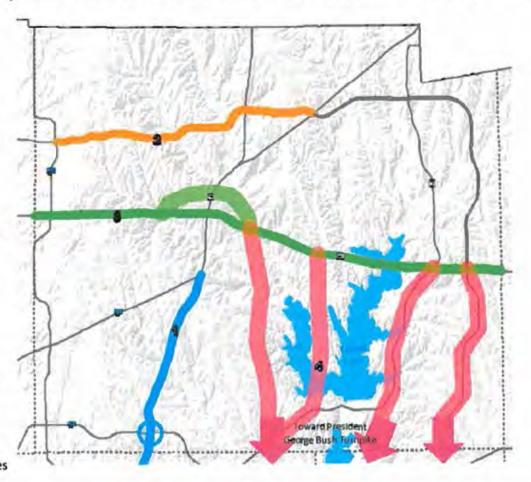
 Staged construction of frontage roads

#### Corridor 3 (Near Term): US 380

- Countywide Study
- McKinney Bypass

#### Corridor 4 (Longer Term): Collin County Strategic Transportation Initiative

 Study of non-tolled north/south roadway needs and opportunities





# City of Lucas City Council Agenda Request March 16, 2017

Requester: Collin County Deputy Brent Collins

# Agenda Item:

Receive update from the Collin County Sheriff's Office regarding recent criminal activity in the City related to vehicle and/or property damage caused by criminal mischief and provide any necessary direction to staff as a result of such report.

Background Information:	]
NA	
Attachments/Supporting Do	ocumentation:
NA	
Budget/Financial Impact:	
NA	

NA

**Motion:** 

**Recommendation:** 

NA