



AGENDA

CITY COUNCIL MEETING

February 16, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, February 16, 2023, beginning at 6:30 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. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Erin Day at eday@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

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

Citizen Input

1. Citizen Input.

Community Interest

Pursuant to Section 5510415 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.

Consent Agenda

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

3. Consent Agenda:

- A. Approval of Ordinance 2023-02-00968 reappointing the Municipal Court Judge for an additional two (2) year term from February 1, 2023 through February 1, 2025. **(City Secretary Erin Day)**
- B. Approval of the City of Lucas Quarterly Investment Report ended March 2022. **(Finance Director Liz Exum)**
- C. Approval of the City of Lucas Quarterly Investment Report ended June 2022. **(Finance Director Liz Exum)**
- D. Approval of the City of Lucas Quarterly Investment Report ended September 2022. **(Finance Director Liz Exum)**
- E. Approval of Ordinance 2023-02-00971 ordering a general election to be held on May 6, 2023 for the purpose of electing two (2) City Councilmembers for Seat Number 1 and Seat Number 2, designating location of polling place, and ordering notice of election to be given as prescribed by law in connection with such election, authorizing execution of joint election agreement, and providing an effective date. **(City Secretary Erin Day)**
- F. Consider payment in the amount of \$199,075 from Restricted General Fund Reserves to OW Homes, LLC (Farmstead Phase Two) in conformance with the approved Public Improvement Participation Agreement for detention of excess offsite stormwater runoff. **(Development Services Director Joe Hilbourn)**
- G. Approval of the minutes of the January 19, 2023 City Council meeting. **(City Secretary Erin Day)**

Regular Agenda

- 4. Consider adopting Ordinance 2023-02-00969 amending the City's Code of Ordinances, Chapter 1 titled "General Provisions" by amending article 1.09 titled "Parks and Recreation" by amending Section 1.09.062 titled "Conduct in Parks" to allow the possession, sale, and consumption of alcohol in Parks by permit or as otherwise authorized by the City. **(Lucas Farmers Market Committee Chair/Parks Board Member Bill Esposito, Assistant City Manager Kent Souriyasak)**
- 5. Discuss recommendations to amend the City's Code of Ordinances, Chapter 13 Utilities, Article 13.06 Solid Waste and provide direction to the City Manager. **(Assistant City Manager Kent Souriyasak)**
- 6. Consider adopting Ordinance 2023-02-00970 amending Code of Ordinances, Appendix C – "Fee Schedule", Articles 19.000 and 20.000 adjusting the water and wastewater rates for a five-year period beginning March 1, 2023, through September 30, 2026. **(Finance Director Liz Exum)**

7. Consider the approval of amending the fiscal year 2022-2023 budget by appropriating funding in the amount of \$60,000 from Unrestricted General Fund Reserves to Account 11-8210-421 (Vehicles) for the purchase of one-ton pickup truck with a utility bed for Public Works. **(Development Services Director Joe Hilbourn)**
8. Consider the following items as it relates to the Bait Shop Waterline Relocation Project: **(Public Works Director Scott Holden, CIP Manager Patrick Hubbard)**
 - A. Appropriate \$168,204 from Unrestricted Water Fund Reserves to Account FY 22-23 budget Account 21-8210-490-129 (Bait Shop Waterline Relocation), resulting in a total project cost of \$1,302,750.
 - B. Award the bid and authorize the Mayor to enter into an agreement with J&L Construction for the construction of the Bait Shop Waterline Relocation in an amount not to exceed \$1,184,318.
 - C. Encumber a 10% contingency totaling \$118,432 to be reserved by the city to cover any unforeseen project expenses.
9. Consider awarding the bid and authorizing the Mayor to enter into an agreement with J&L Construction, LLC for the construction of the South Orchard Road Channel and Culvert Improvements in an amount not to exceed \$347,038 and to encumber a 10% contingency of \$34,704 for a total of \$381,742 using funds in Account 11-8209-303 (Drainage). **(Public Works Director Scott Holden, CIP Manager Patrick Hubbard)**
10. Consider awarding the bid and authorizing the Mayor to enter into an agreement with G-Rod Construction, LLC for the construction of the Rimrock Detention Pond Improvements in an amount not to exceed \$164,870 and to encumber a 10% contingency of \$16,487 for a total of \$181,357 using funds budgeted in Account 11-8209-303 (Drainage). **(Public Works Director Scott Holden, CIP Manager Patrick Hubbard)**
11. Consider authorizing the City Manager to enter into a contract with Reynolds Asphalt & Construction Company for the rehabilitation of Honeysuckle Lane in an amount not to exceed \$54,638 and Estelle Lane in an amount not to exceed \$104,354, for a total of \$158,992 from Account 11-8209-301 Improvement Roads (Street Maintenance). **(Public Works Director Scott Holden)**
12. Provide update and discuss status of drainage policy for effectively managing the stormwater system and provide direction to the City Manager. **(CIP Manager Patrick Hubbard, Public Works Director Scott Holden, Engineering Consultant Joe Grajewski, City Manager Joni Clarke)**
13. Consider the 88th Legislative Session and discuss any proposed bill or significant resolution that may have an impact on the City of Lucas and provide guidance to the City Attorney and City Manager. **(City Manager Joni Clarke, City Council, City Attorney Joe Gorfida)**
14. Consider holding a joint workshop between the Lucas City Council and the Planning and Zoning Commission to discuss accessory building regulations. **(Mayor Jim Olk)**

Executive Session

15. Executive Session:

As authorized by Section 551.074 of the Texas Government Code, the City Council may convene into closed Executive Session for the evaluation of the City Manager. This meeting is closed to the public as provided in the Texas Government Code.

16. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
17. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on February 10, 2023.

Erin Day, 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 City Secretary Erin Day at 972.912.1211 or by email at eday@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 01

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

February 16, 2023

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

February 16, 2023

Requester: City Secretary Erin Day
Finance Director Liz Exum
Development Services Director Joe Hilbourn

Agenda Item Request

Consent Agenda:

- A. Approval of Ordinance 2023-02-00968 reappointing the Municipal Court Judge for an additional two (2) year term from February 1, 2023 through February 1, 2025.
- B. Approval of the City of Lucas Quarterly Investment Report ended March 2022.
- C. Approval of the City of Lucas Quarterly Investment Report ended June 2022.
- D. Approval of the City of Lucas Quarterly Investment Report ended September 2022.
- E. Approval of Ordinance 2023-02-00971 ordering a general election to be held on May 6, 2023 for the purpose of electing two (2) City Councilmembers for Seat Number 1 and Seat Number 2, designating location of polling place, and ordering notice of election to be given as prescribed by law in connection with such election, authorizing execution of joint election agreement, and providing an effective date.
- F. Consider payment in the amount of \$199,075 from Restricted General Fund Reserves to OW Homes, LLC (Farmstead Phase Two) in conformance with the approved Public Improvement Participation Agreement for detention of excess offsite stormwater runoff.
- G. Approval of the minutes of the January 19, 2023 City Council meeting.

Background Information

Agenda Item 3A:

On February 17, 2022, the City Council approved a Second Amended and Restated Agreement for the Municipal Court Judge with a term expiring on February 1, 2023, with the option to renew for an additional two (2) year term. Ordinance 2023-02-00968 will reappoint Judge Dana Huffman for a term expiring on February 1, 2025.

Agenda Item 3F:

At the June 16, 2022 City Council meeting, the City Council approved entering into a Development Agreement with OW Homes, LLC (Farmstead Phase Two) for detention of excess offsite stormwater runoff in the amount of \$199,075. The Public Improvements Participation Agreement was approved by the City Council at the August 4, 2022 meeting. Engineering approved the as-built construction plans on February 3, 2023.



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 03

Attachments/Supporting Documentation

1. Ordinance #2023-02-00968; Reappointing Municipal Court Judge
2. Reappointment Letter for Municipal Court Judge
3. Investment Report quarter ended March 2022
4. Investment Report quarter ended June 2022
5. Investment Report quarter ended September 2022
6. Ordinance #2023-02-00971; Ordering May 6, 2023 General Election
7. Election Contract for May 6, 2023 General Election
8. Public Improvement Participation Agreement – OW Homes
9. Farmstead Pond Cost
10. January 19, 2023 City Council meeting minutes

Budget/Financial Impact

N/A

Recommendation

City staff recommends approval of the Consent Agenda.

Motion

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



ORDINANCE NO. 2023-02-00968
[Reappointing Municipal Court Judge]

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, RELATING TO THE
REAPPOINTMENT OF THE MUNICIPAL COURT JUDGE FOR THE
CITY OF LUCAS, TEXAS, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Lucas City Charter provides that the City Council shall appoint such municipal judges of the Municipal Court as may be necessary, and that all such judges shall serve for a term of two years and may be appointed to additional consecutive terms; and

WHEREAS, the Texas Government Code, Chapter 29, provides state law requirements for hiring municipal judges for municipal courts; and

WHEREAS, the City Council previously appointed Dana Huffman to serve as the Municipal Court Judge; and

WHEREAS, the City Council of the City of Lucas, Texas, finds it to be in the public interest to reappoint Judge Huffman to said office.

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

SECTION 1. Dana Huffman is hereby reappointed to serve as the Municipal Judge for the Municipal Court in the City of Lucas, Texas, for a term of two years commencing February 1, 2023, per the Second Amended and Restated Agreement for Municipal Court Judge attached hereto and incorporated herein for all intents and purposes as Exhibit A.

SECTION 2. This Ordinance shall take effect immediately from and after its passage.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ON
THIS THE 16TH DAY OF FEBRUARY, 2023.**

ATTEST:

APPROVED:

Erin Day, City Secretary

Jim Olk, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney
(cgm:1/23/23: 133283)

STATE OF TEXAS §
 § **SECOND AMENDED AND RESTATED AGREEMENT**
COUNTY OF COLLIN § **FOR MUNICIPAL COURT JUDGE**

This Second Amended and Restated Agreement for Municipal Court Judge (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Dana Huffman (“Huffman” or “Judge”), (individually as the “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City and Judge previously entered into that certain Agreement for Municipal Court Judge on February 2, 2017 (“Original Agreement”), for Huffman to serve as the Municipal Court Judge for the City; and

WHEREAS, the Parties entered into that certain First Amendment to Agreement for Municipal Court on August 24, 2018; and

WHEREAS, the Parties agreed to extend the Term of the Original Agreement for two (2) years by letter agreement dated February 19, 2019, extending the Term of the Original Agreement through February 2, 2021; and

WHEREAS, Huffman was not appointed by the ninety-first (91st) day following February 2, 2021, and the appointing authority took no action related therein. Accordingly, under Texas Government Code, Section 29.005, Huffman continues to serve as Municipal Court Judge for an additional Term of office for two (2) years from February 2, 2021, through February 1, 2023; and

WHEREAS, the Parties now desire to enter into a Second Amended and Restated Agreement, commencing February 17, 2022, through February 1, 2023, with an option to renew for an additional Term of two (2) years effective February 2, 2023; and

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
Term

The Term of this Agreement shall commence on February 17, 2022 (“Effective Date”) and shall extend through February 1, 2023.

1.2 City shall have the option to extend the term of this Agreement for one (1) additional two (2) year term (“Renewal Term”) by providing written notice thirty (30) days prior to the expiration of the Initial Term.

Article II Scope of Services

2.1 Judge shall preside over municipal court proceedings for and on behalf of the City as its Presiding Judge; and, to conduct services as may be required from time-to-time, including but not limited to, issuance of search arrests and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the City's Municipal Court.

2.2 Judge shall maintain eligibility and the appropriate licenses as may be required under State law to serve in the capacity as the Presiding Judge of the City's Municipal Court for the Term of this Agreement.

2.3 Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

2.4 Judge is not precluded from performing such legal services in maintaining her private practice of law, and nothing construed herein shall preclude her from maintaining her private legal practice.

2.5 Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

Article III Municipal Court Docket

Judge agrees to preside over the City's Municipal Court docket once per month that has an Active Court Docket. Active Court Docket shall mean one (1) scheduled trial date per month where the Judge holds court for the purpose of pre-trials and/or trials. If additional court dates in excess of the Active Court Docket are necessary, the Judge shall be compensated as provided in Section 4.2.

Article IV Compensation and Method of Payment

4.1 City shall compensate Judge in the amount of Five Hundred Dollars (\$500.00) per month that has an Active Court Docket as defined in Article III.

4.1.1 In addition to the compensation set forth in Section 4.1 herein, City shall compensate Judge in the amount of Three Hundred Dollars (\$300) per month as a retainer fee so that a regular court docket may be scheduled on the fourth (4th) Friday of each month at 2:00 p.m. Judge shall be entitled to said retainer fee regardless of whether an Active Court Docket is held.

4.1.2 City will provide Judge with seven day's advanced notice of the cancellation of a court docket."

4.2 City shall compensate Judge at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for additional court duties with a 2-hour minimum payment.

4.3 City shall compensate the Judge for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving the Judge's invoice reflecting her time and billing, provided there are no errors or discrepancies.

4.4 The Parties agree that if the City's Municipal Court case load increases for any reason, the Parties shall review the terms of this Agreement and the Judge's compensation.

Article V Removal of Judge/Termination

5.1 The Parties acknowledge that the Judge can be removed for cause.

5.2 Furthermore, either Party may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Judge shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article VI Miscellaneous

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

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

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

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

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Judge, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City.

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

If intended for City:

Attn: Joni Clarke
City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002
Phone: (972) 727-8999

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Judge:

Dana Huffman
1143 Rockingham, Suite 107
Richardson, Texas 75080

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

6.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.11 Audits and Records. Judge agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Judge's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

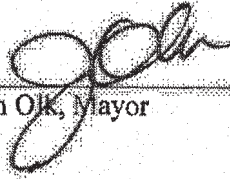
6.12 Conflicts of Interests. Judge represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

[signature page to follow]

EXECUTED this 17 day of February, 2022.

City of Lucas, Texas

By:


Jim Oik, Mayor

Approved as to form:

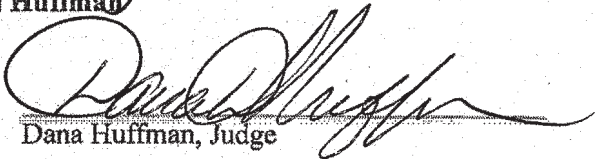
By:


Joseph J. Gorfica, Jr.
(01-25-2022: TM 127,335)

EXECUTED this 21 day of February, 2022.

Dana Huffman

By:


Dana Huffman, Judge



City of Lucas
665 Country Club Road
Lucas, TX 75002
972.727.8999
www.lucastexas.us

02/16/2023

The Honorable Dana Huffman
Municipal Court Judge
City of Lucas

Re: Renewal of Second Amended and Restated Agreement for Municipal Court Judge for the City of Lucas

Dear Judge Huffman:

The City Council of the City of Lucas, Texas hereby notifies you that the City has elected to renew the Second Amended and Restated Agreement for Municipal Court Judge (the "Agreement") upon the same terms and conditions as are recited in the Agreement in accordance with Article I thereof.

This renewal will be for an additional two-year Renewal Term. Please sign below if you are in agreement with this extension.

Please contact me if you have any questions or concerns.

Sincerely,

By: _____

Jim Olk, Mayor
City of Lucas

AGREED:

By: _____

Dana Huffman, Judge
City of Lucas
Municipal Court

Cgm 1/23/23 TM 133282

CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended

March, 2022

Bank Account Name	Rating	December 31, 2021	March 31, 2022	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$6,167,836.96	\$6,935,031.24	\$767,194.28	18.83%
Interest Rate		0.16%	0.11%	-0.05%	
ANB - Reserve	AAAm	\$4,000,000.00	\$4,000,000.00	\$0.00	10.86%
General Fund					
ANB - West Lucas Rd	AAAm	\$3,403,830.53	\$3,124,300.57	-\$279,529.96	8.48%
Interest Rate		0.16%	11.00%	10.84%	
ANB American Rescue Plan	AAAm	\$1,060,165.89	\$1,060,460.73	\$294.84	2.88%
Interest Rate		0.16%	0.11%	-0.05%	
Total Bank Accounts		\$14,631,833.38	\$15,119,792.65	\$487,959.27	41.05%
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Pools					
Logic - General Fund	AAAm	\$4,058,722.04	\$4,060,219.67	\$1,497.63	11.02%
Logic - Water Fund	AAAm	\$5,237,874.57	\$5,239,807.28	\$1,932.71	14.23%
Logic 2017 CO - Water Fund	AAAm	\$677,046.52	\$636,022.88	-\$41,023.64	1.73%
Logic 2019 CO - General Fund	AAAm	\$6,287,488.07	\$6,187,605.64	-\$99,882.43	16.80%
Logic 2019 CO - Water Fund	AAAm	\$1,471,974.62	\$1,472,517.77	\$543.15	4.00%
Interest Rate		0.0737%	0.2493%	0.1756%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$2,058,545.79	\$2,058,787.30	\$241.51	5.59%
Lone Star Invest- Water Fund	AAAm	\$770,998.43	\$771,088.89	\$90.46	2.09%
Interest Rate		0.0051%	0.1083%	0.1032%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$1,816,473.90	\$1,288,496.40	-\$527,977.50	3.50%
Interest Rate		0.0279%	0.1536%	0.1257%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Total Pools		\$22,379,123.94	\$21,714,545.83	-\$664,578.11	58.95%
Total Bank Acct. and Pools		\$37,010,957.32	\$36,834,338.48	-\$176,618.84	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


Liz Exum - Finance Director

CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended

June, 2022

Bank Account Name	Rating	March 31, 2022	June 30, 2022	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$6,935,031.24	\$6,375,356.01	-\$559,675.23	17.54%
Interest Rate		0.11%	0.11%	0.00%	
ANB - Reserve	AAAm	\$4,000,000.00	\$4,000,000.00	\$0.00	11.01%
General Fund					
ANB - West Lucas Rd	AAAm	\$3,124,300.57	\$3,125,157.48	\$856.91	8.60%
Interest Rate		0.11%	0.11%	0.00%	
ANB American Rescue Plan	AAAm	\$1,060,460.73	\$1,060,751.59	\$290.86	2.92%
Interest Rate		0.11%	0.11%	0.00%	
Total Bank Accounts		\$15,119,792.54	\$14,561,265.08	-\$558,527.46	40.07%
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Pools					
Logic - General Fund	AAAm	\$4,060,219.67	\$4,068,359.20	\$8,139.53	11.19%
Logic - Water Fund	AAAm	\$5,239,807.28	\$5,250,311.54	\$10,504.26	14.45%
Logic 2017 CO - Water Fund	AAAm	\$636,022.88	\$637,297.92	\$1,275.04	1.75%
Logic 2019 CO - General Fund	AAAm	\$6,187,605.64	\$6,200,010.01	\$12,404.37	17.06%
Logic 2019 CO - Water Fund	AAAm	\$1,472,517.77	\$1,475,469.74	\$2,951.97	4.06%
Interest Rate		0.2493%	1.1797%	0.9304%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$2,058,787.30	\$2,061,865.18	\$3,077.88	5.67%
Lone Star Invest- Water Fund	AAAm	\$771,088.89	\$772,241.66	\$1,152.77	2.12%
Interest Rate		0.1083%	0.9771%	0.8688%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$1,288,496.40	\$1,316,355.20	\$27,858.80	3.62%
Interest Rate		0.1536%	1.0013%	0.8477%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Total Pools		\$21,714,545.83	\$21,781,910.45	\$67,364.62	59.93%
Total Bank Acct. and Pools		\$36,834,338.37	\$36,343,175.53	-\$491,162.84	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

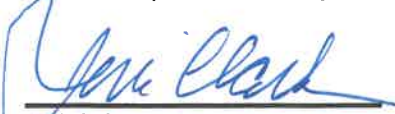

Liz Exum - Finance Director

CITY OF LUCAS QUARTERLY INVESTMENT REPORT

Quarter Ended
September, 2022

Bank Account Name	Rating	June 30, 2022	September 30, 2022	Changes	Total Portfolio
ANB Pooled Cash	AAAm	\$6,375,356.01	\$8,497,349.85	\$2,121,993.84	21.79%
Interest Rate		0.11%	0.11%	0.00%	
ANB - Reserve	AAAm	\$4,000,000.00	\$4,000,000.00	\$0.00	10.26%
General Fund					
ANB - West Lucas Rd	AAAm	\$3,125,157.48	\$2,700,850.27	-\$424,307.21	6.92%
Interest Rate		0.11%	0.11%	0.00%	
ANB American Rescue Plan	AAAm	\$1,060,751.59	\$2,124,919.60	\$1,064,168.01	5.45%
Interest Rate		0.11%	0.11%	0.00%	
Total Bank Accounts		\$14,561,265.08	\$17,323,119.72	\$2,761,854.64	44.41%
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Pools					
Logic - General Fund	AAAm	\$4,068,359.20	\$4,280,256.78	\$211,897.58	10.97%
Logic - Water Fund	AAAm	\$5,250,311.54	\$5,278,057.70	\$27,746.16	13.53%
Logic 2017 CO - Water Fund	AAAm	\$637,297.92	\$640,665.91	\$3,367.99	1.64%
Logic 2019 CO - General Fund	AAAm	\$6,200,010.01	\$6,042,377.34	-\$157,632.67	15.49%
Logic 2019 CO - Water Fund	AAAm	\$1,475,469.74	\$1,483,267.11	\$7,797.37	3.80%
Interest Rate		1.1797%	2.4756%	1.2959%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Lone Star Invest - General Fund	AAAm	\$2,061,865.18	\$2,072,495.61	\$10,630.43	5.31%
Lone Star Invest- Water Fund	AAAm	\$772,241.66	\$776,223.13	\$3,981.47	1.99%
Interest Rate		0.9771%	2.4842%	1.5071%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Tex Pool - Debt Service Fund	AAAm	\$1,316,355.20	\$1,107,408.38	-\$208,946.82	2.84%
Interest Rate		1.0013%	2.4126%	1.4113%	
Weighted Average Life/Days(Balances assumed to have a one day maturity)		1	1	0	
Total Pools		\$21,781,910.45	\$21,680,751.96	-\$101,158.49	55.59%
Total Bank Acct. and Pools		\$36,343,175.53	\$39,003,871.68	\$2,660,696.15	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


Liz Exum- Finance Director



ORDINANCE 2023-02-00971

[Ordering the May 6, 2023 General Election]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS FOR SEAT NO. 1 AND SEAT NO. 2; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. A General Election is hereby ordered for May 6, 2023 for the purpose of electing two (2) Lucas City Councilmembers for Seat No. 1 and Seat No. 2, each such term being for a period of three (3) years. The filing period for the General Election shall begin on January 18, 2023, and ends on February 17, 2023, at 5:00 p.m. in accordance with State Law.

Section 2. Pursuant to the Joint Election Agreement, the Elections Administrator of Collin County shall serve as Elections Administrator for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve the authorized polling places and the early voting clerk and deputy early voting clerks shall be those election officials furnished by the Elections Administrator from the list of proposed election judges as required in the Elections Services Contract. The City Manager and City Secretary are hereby authorized to execute an Elections Services Contract with the Collin County Elections Department for the General Election on May 6, 2023. The City Secretary shall have further authority to approve any minor modifications as may be necessary in the best interest of the City. A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Section 3. Notice of the General Election shall be posted on the bulletin board used to post notice of the City Council meetings and be published in a newspaper of general circulation in the City. That said Notice must be published at least once, not earlier than the 30th day nor later than the 10th day, before Election Day as provided in Section 4.003(a)(1) of the Texas Election Code. A copy of the published Notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the Notice shall make a record of the time of posting, starting date, and the place of posting.

Section 4. The entire City shall constitute one election precinct for this election and the Lucas Community Center located at 665 Country Club Road, Lucas, Texas is hereby designated the polling place. The election officers and maximum number of clerks for said polling place shall be determined and appointed in accordance with the provisions of the Contract.

On Election Day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

Early voting by personal appearance shall also be conducted at the Lucas Community Center located at 665 Country Club Road, Lucas, Texas. City of Lucas voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration. If the election services contract with the Collin County Elections Administrator revises the polling places listed previously, the City will utilize the polling places designated in said Election Services Contract, as the same may be amended from time to time.

Applications for ballot by mail shall be received and processed by the Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75069. Applications for ballots by mail must be received no later than the close of business on April 25, 2023.

Early voting for the General Election shall begin on Monday, April 24, 2023, and ends Tuesday, May 2, 2023, and the dates and hours designated for early voting by personal appearance at the early voting locations shall be determined in accordance with the provisions of the Contract.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

Section 5. The City Secretary shall present the General Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code. The candidate for Councilmember Seat No. 1 and Councilmember for Seat No. 2 that receives a majority of valid votes by qualified voters at the election shall be declared elected. In the event no candidate receives a majority of all the votes cast for all the candidates for an office, a runoff election shall be ordered by the City Council in accordance with the Lucas City Charter and State law.

Section 6. This Ordinance shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Lucas this 16th day of February, 2023.

Jim Olk, Mayor

ATTEST:

Erin Day, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.

JOINT ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE POLITICAL SUBDIVISIONS LISTED BELOW
("Participating Political Subdivisions")

CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
TOWN OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MURPHY
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PLANO
TOWN OF PROSPER
CITY OF RICHARDSON
CITY OF SACHSE
TOWN OF ST. PAUL
CITY OF WYLIE
COLLIN COLLEGE

ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
CELINA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MCKINNEY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PRINCETON INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1
BEAR CREEK SPECIAL UTILITY DISTRICT

COPEVILLE SPECIAL UTILITY DISTRICT
SEIS LAGOS SPECIAL UTILITY DISTRICT
WESTMINISTER SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 6, 2023

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1. ADMINISTRATION AND STATUTORY AUTHORITY

- a. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivisions.
- b. The contracting authorities of the Participating Political Subdivisions listed on the cover pages of this Election Services Contract is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 6, 2023, and is hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
 - ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
 - iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 1. Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
 2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$15.00 per hour, each alternate judge shall receive \$14.00 per hour for, and each clerk shall receive \$13.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
 - i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
 - ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
 - iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.

- iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of ES&S ExpressVote Universal voting machines (EVS 6.1.1.0), ES&S ExpressTouch curbside voting machines (EVS 6.1.1.0), ES&S DS200 ballot counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs and election supply cabinets.
 - 2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- c. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
 - i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - ii. The Contracting Election Officer shall select the Early Voting Polling Locations and arrange for the use of each.
 - iii. Early Voting by personal appearance for the Participating Political Subdivisions shall be conducted during the early voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
 - iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - 1. Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - 2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
 - v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.
- d. The Contracting Election Officer shall select the Election Day Vote Centers and arrange for the use of each.
 - i. The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
 - ii. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.
- e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Greisbach.
 - i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
 - ii. The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The Contracting Election Officer will post the required Notice of Logic and Accuracy testing.

- iii. Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
- iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
- v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS

- a. The Participating Political Subdivisions shall assume the following duties:
 - i. The Participating Political Subdivisions will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivisions are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
 - ii. The Participating Political Subdivisions shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, February 27, 2023.
 - iii. The Participating Political Subdivisions shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
 - 1. The Participating Political Subdivisions shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Monday, February 27, 2023, the official wording for the Participating Political Subdivisions' May 6, 2023 Joint Election.
 - 2. The Participating Political Subdivisions shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.
 - a. If the Participating Political Subdivisions fail to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivisions. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivisions.
 - iv. The Participating Political Subdivisions shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual count, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.
- b. The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 31, 2023. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "for election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.

- c. The Participating Political Subdivisions shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivisions.

4. COST OF SERVICES.

- a. See Exhibit "C".

5. GENERAL PROVISIONS

- a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivisions' May 6, 2023 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- c. If the Participating Political Subdivisions cancel their elections pursuant to Section 2.053 of the Texas Election Code shall pay the Contracting Officer a contract preparation fee of \$75.00 and will not be liable for any further costs incurred by the Contracting Officer.
- d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____ DAY OF _____ 2023.

Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2023

By: _____
Jim Olk, Mayor
City of Lucas

Attest: _____
Erin Day, City Secretary
City of Lucas

May 6, 2023 Joint General and Special Election - Early Voting Locations, Dates and Hours
(6 de mayo de 2023 Elección general y especial conjunta - Lugares de Votación Temprana, Fechas y Horas)

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 6, 2023) may vote at any early voting location.

(Nota importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro en o antes del 6 de mayo de 2023 pueden votar en cualquier lugar de votación anticipada.)

Sunday (Domingo)	Monday (Lunes)	Tuesday (Martes)	Wednesday (Miércoles)	Thursday (Jueves)	Friday (Viernes)	Saturday (Sábado)
April 23 No Voting (23 de abril) (Sin votar)	April 24 Early Voting (24 de abril) (Votación adelantada) 8am - 5pm	April 25 Early Voting (25 de abril) (Votación adelantada) 8am - 5pm	April 26 Early Voting (26 de abril) (Votación adelantada) 8am - 5pm	April 27 Early Voting (27 de abril) (Votación adelantada) 8am - 5pm	April 28 Early Voting (28 de abril) (Votación adelantada) 8am - 5pm	April 29 Early Voting (29 de abril) (Votación adelantada) 8am - 5pm
April 30 No Voting (30 de abril) (Sin votar)	May 1 Early Voting (1 de mayo) (Votación adelantada) 7am - 7pm	May 2 Early Voting (2 de mayo) (Votación adelantada) 7am - 7pm	May 3 No Voting (3 de mayo) (Sin votar)	May 4 No Voting (4 de mayo) (Sin votar)	May 5 No Voting (5 de mayo) (Sin votar)	May 6 Election Day (6 de mayo) (Día de elección) 7am - 7pm

Polling Location (Lugar de Votación)	Room Name (Nombre de la habitación)	Address (Dirección)	City (Ciudad)	Zip Code (Código postal)
Collin County Elections (Main Early Voting Location)	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75002
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 School St.	Blue Ridge	75424
Carpenter Park Recreation Center	South Lobby	6701 Coit Rd.	Plano	75024
Children's Health StarCenter	Activity Room	6993 Stars Ave.	McKinney	75070
Christopher A. Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Collin College Celina Campus	Atrium	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035

Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069
Collin College McKinney Campus	Atrium, Hallway D	2200 University Dr.	McKinney	75071
Collin College Plano Campus	Atrium D Square	2800 Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wylie	75098
Copeville Special Utility District	Conference Room	16120 FM 1778	Nevada	75173
Dowell Middle School	Library (D100)	301 S. Ridge Rd.	McKinney	75072
Evans Middle School	Library (A114)	6998 W. Eldorado Pkwy.	McKinney	75072
Farmersville City Hall	Council Chambers	205 S. Main St.	Farmersville	75442
Frisco Fire Station #5	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #8	Training Room	14700 Rolater Rd.	Frisco	75034
Haggard Library	Programs Room	2501 Coit Rd.	Plano	75075
Harrington Library	Thelma Rice Sproles Program Room	1501 18th St.	Plano	75074
John & Judy Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
Maribelle M. Davis Library	Programs Room	7501 Independence Pkwy. A	Plano	75025
McKinney Fire Station #5	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #7	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #9	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney Fire Station #10	Community Room	1150 Olympic Crossing	McKinney	75071
McKinney High School	PAC Lobby	1400 E. Wilson Creek Pkwy.	McKinney	75069
McKinney North High School	Auditorium Lobby	2550 Wilmeth Rd.	McKinney	75071
Melissa City Hall	Municipal Court Room, 1st Floor	3411 Barker Ave.	Melissa	75454
Michael J. Felix Community Center	Rooms A and B	3815 E. Sachse Rd.	Sachse	74048

Murphy Community Center	Homer and Marie Adams Rooms	205 N. Murphy Rd.	Murphy	75094
New Hope Town Hall	Council Chambers	121 Rockcrest Rd.	McKinney	75071
Old Settler's Recreation Center	North Multi-Purpose Room	1201 E. Louisiana St.	McKinney	75069
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002
Plano ISD Administration Center	Lobby	2700 W. 15th St.	Plano	75075
Princeton Community Center	Community Room	416 N. 4th St.	Princeton	75407
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner Frankford Branch Library	Programs Room	6400 Frankford Rd.	Dallas	75252
Richardson Public Library	Story Time Room	900 Civic Center Dr.	Richardson	75080
Roy & Helen Hall Memorial Library	Lobby	101 E. Hunt St.	McKinney	75069
Terry Pope Administration Building	Community ISD Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Community Room	8300 McKinney Rd.	Frisco	75034
Wylie Senior Recreation Center	Dining Room	800 Thomas St.	Wylie	75098

***Polling locations are subject to change. For the most current list of locations, please visit the Elections webpage at www.collincountytx.gov/elections.**

*(*Los lugares de votación están sujetos a cambios. Para obtener la lista más actualizada de ubicaciones, visite la página web de Elecciones en www.collincountytx.gov/elections.)*

Applications for ballot by mail may be mailed and must be received no later than the close of business on April 25, 2023, to:

(Las solicitudes de boleta por correo pueden enviarse por correo y deben recibirse a más tardar el 25 de abril de 2023 para:)

Bruce Sherbet, Early Voting Clerk
2010 Redbud Blvd. Suite 102
McKinney, Texas 75069
972-547-1900
www.collincountytx.gov

Applications for ballot by mail may also be faxed or emailed and must be received no later than the close of business on April 25, 2023. For an application for ballot by mail submitted by telephonic facsimile machine or electronic transmission to be effective, the hard copy of the application must also be submitted by mail and be received by the early voting clerk not later than the fourth business day after the transmission by telephonic facsimile machine or electronic transmission is received. (Texas Election Code 84.007)

(Las solicitudes de boleta por correo también pueden enviarse por fax o correo electrónico y deben recibirse antes del cierre de operaciones el 25 de abril de 2023. Para que una solicitud de boleta por correo enviada por máquina de fax o transmisión electrónica sea efectiva, la copia impresa de la solicitud también debe presentarse por correo y ser recibida por el secretario de votación anticipada a más tardar el cuarto día hábil posterior a la recepción de la transmisión por fax o máquina electrónica de fax. (Código Electoral de Texas 84.007,).)

Fax – 972-547-1996, Email - absenteemailballoting@collincountytx.gov

Election Day Vote Centers for the May 6, 2023 Joint General and Special Election – 7 am - 7 pm*
(Centros de votación del día de las elecciones para las Elecciones Generales y Especiales Conjuntas del 6 de mayo de 2023 – 7 am – 7pm)*

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 6, 2023) may vote at any early voting location.

(Nota importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro en o antes del 6 de mayo de 2023 pueden votar en cualquier lugar de votación anticipada.)

Polling Location <i>(Lugar de Votación)</i>	Room Name <i>(Nombre de la habitación)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip Code <i>(Código postal)</i>
Aldridge Elementary School	Gym	720 Pleasant Valley Ln.	Richardson	75080
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75002
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Armstrong Middle School	Small Gym	3805 Timberline Dr.	Plano	75074
Bethany Elementary School	Gym	2418 Micarta Dr.	Plano	75025
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 School St.	Blue Ridge	75424
Bowman Middle School	Cafeteria Foyer in Corridor H	2501 Jupiter Rd.	Plano	75074
Carpenter Middle School	Small Gym	3905 Rainier Rd.	Plano	75023
Children's Health StarCenter	Activity Room	6993 Stars Ave.	McKinney	75070
Christopher A. Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Collin College Celina Campus	Atrium	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035
Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069
Collin College McKinney Campus	Atrium, Hallway D	2200 University Dr.	McKinney	75071
Collin College Plano Campus	Atrium D Square	2800 Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wylie	75098
Collin County Elections	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Copeville Special Utility District	Conference Room	16120 FM 1778	Nevada	75173

Dowell Middle School	Library (D100)	301 S. Ridge Rd.	McKinney	75072
Evans Middle School	Library (A114)	6998 W. Eldorado Pkwy.	McKinney	75072
Fairview Town Hall	Council Chambers	372 Town Pl.	Fairview	75069
Farmersville City Hall	Council Chambers	205 S. Main St.	Farmersville	75442
Frisco Fire Station #5	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #8	Training Room	14700 Rolater Rd.	Frisco	75034
Haggard Middle School	Main Entry Vestibule	2832 Parkhaven Dr.	Plano	75075
Hendrick Middle School	Front Foyer	7400 Red River Dr.	Plano	75025
Huffman Elementary School		5510 Channel Isle Dr.	Plano	75093
John & Judy Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
McKinney Fire Station #5	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #7	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #9	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney Fire Station #10	Community Room	1150 Olympic Crossing	McKinney	75071
McKinney High School	PAC Lobby	1400 E. Wilson Creek Pkwy.	McKinney	75069
McKinney North High School	Auditorium Lobby	2550 Wilmeth Rd.	McKinney	75071
Melissa City Hall	Municipal Court Room, 1st Floor	3411 Barker Ave.	Melissa	75454
Michael J. Felix Community Center	Rooms A and B	3815 E. Sachse Rd.	Sachse	74048
Miller Elementary School	Gym	5651 Coventry Dr.	Richardson	75082
Murphy Community Center	Homer and Marie Adams Rooms	205 N. Murphy Rd.	Murphy	75094
New Hope Town Hall	Council Chambers	121 Rockcrest Rd.	McKinney	75071
Old Settler's Recreation Center	North Multi-Purpose Room	1201 E. Louisiana St.	McKinney	75069
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002

Princeton Community Center	Community Room	416 N. 4th St.	Princeton	75407
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner Frankford Branch Library	Programs Room	6400 Frankford Rd.	Dallas	75252
Richardson Public Library	Story Time Room	900 Civic Center Dr.	Richardson	75080
Robinson Middle School	Gym	6701 Preston Meadow Dr.	Plano	75024
Rose Haggard Elementary School	Gym	17820 Campbell Rd.	Dallas	75252
Schimelpfenig Middle School	Front Foyer	2400 Maumelle Dr.	Plano	75023
Senior Recreation Center	Meeting Room	1400 S. College St.	McKinney	75069
Terry Pope Administration Building	Community ISD Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Community Room	8300 McKinney Rd.	Frisco	75034
Tom Muehlenbeck Recreation Center	Meeting Room A	5801 W. Parker Rd.	Plano	75093
Wilson Middle School	F113	1001 Custer Rd.	Plano	75075
Wylie Senior Recreation Center	Dining Room	800 Thomas St.	Wylie	75098

***Polling locations are subject to change. For the most current list of locations, please visit the Elections webpage at www.collincountytx.gov/elections.**

*(*Los lugares de votación están sujetos a cambios. Para obtener la lista más actualizada de ubicaciones, visite la página web de Elecciones en www.collincountytx.gov/elections.)*

Applications for ballot by mail may be mailed and must be received no later than the close of business on April 25, 2023, to:
(Las solicitudes de boleta por correo pueden enviarse por correo y deben recibirse a más tardar el 25 de abril de 2023 para:)

Bruce Sherbet, Early Voting Clerk
 2010 Redbud Blvd. Suite 102
 McKinney, Texas 75069
 972-547-1900
www.collincountytx.gov

Applications for ballot by mail may also be faxed or emailed and must be received no later than the close of business on April 25, 2023. For an application for ballot by mail submitted by telephonic facsimile machine or electronic transmission to be effective, the hard copy of the application must also be submitted by mail and be received by the early voting clerk not later than the fourth business day after the transmission by telephonic facsimile machine or electronic transmission is received. (Texas Election Code 84.007)

(Las solicitudes de boleta por correo también pueden enviarse por fax o correo electrónico y deben recibirse antes del cierre de operaciones el 25 de abril de 2023. Para que una solicitud de boleta por correo enviada por máquina de fax o transmisión electrónica sea efectiva, la copia impresa de la solicitud también debe presentarse por correo y ser recibida por el secretario de votación anticipada a más tardar el cuarto día hábil posterior a la recepción de la transmisión por fax o máquina electrónica de fax. (Código Electoral de Texas 84.007).)

Fax – 972-547-1996, Email - absenteemailballoting@collincountytx.gov

Collin County Election Services
May 6, 2023 Joint Election

City of Lucas

Registered Voters 6,063
Percentage 0.3140385%

Category	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Early Voting by Mail			
Kits - Mail Ballots	\$ 1.15	\$ 4,830.00	\$ 15.17
Postage	\$ 0.88	\$ 3,696.00	\$ 11.61
Paper Ballot Printing Services	\$ 0.31	\$ -	\$ -
Paper Ballot Shipping (per box)	\$ 30.00	\$ -	\$ -
Ballot Stock - BOD	\$ 0.10	\$ 420.00	\$ 1.32
Category Subtotal		\$ 8,946.00	\$ 28.09
General Election Expenses			
Mileage	Per Election	\$ 500.00	\$ 1.57
Van / Car Rental	Per Election	\$ 28,800.00	\$ 90.44
Election Night Receiving Cover	Per Election	\$ 3,037.51	\$ 9.54
Polling Place Rental	Per Election	\$ 8,050.00	\$ 25.28
Notice of Election	Per Election	\$ 9,700.00	\$ 30.46
Security - EV	Per Election	\$ 1,700.00	\$ 5.34
Security - ED	Per Election	\$ 5,000.00	\$ 15.70
Early Voting Ballot Board	Per Election	\$ 12,383.00	\$ 38.89
FICA - Election Workers	Per Election	\$ 53,195.35	\$ 167.05
County Employee/IT Overtime - EV	Per Election	\$ 20,800.00	\$ 65.32
Process Pollworker Checks - EV	\$ 1.50	\$ 735.00	\$ 2.31
Process Pollworker Checks - ED	\$ 1.50	\$ 885.00	\$ 2.78
Drayage Per Location - ED	\$ 180.00	\$ 21,240.00	\$ 66.70
Drayage Per Location - EV	\$ 180.00	\$ 17,640.00	\$ 55.40
Category Subtotal		\$ 183,665.86	\$ 576.78
Programming			
Coding Services	25 Days	\$ 41,250.00	\$ 129.54
Balotar Programming	Per Election	\$ 1,200.00	\$ 3.77
Category Subtotal		\$ 42,450.00	\$ 133.31
Early Voting by Personal Appearance			
Election Judge OT - EV	\$ 22.50	\$ 33,075.00	\$ 103.87
Alternate Judge OT - EV	\$ 21.00	\$ 30,870.00	\$ 96.94
Clerk OT - EV (5 per location)	\$ 19.50	\$ 171,990.00	\$ 540.11
ES&S Support Staff / Field Techs - EV	40 Days	\$ 110,160.00	\$ 345.94
Equipment Assembly - EV	\$ 50.00	\$ 2,450.00	\$ 7.69
Category Subtotal		\$ 348,545.00	\$ 1,094.57
Election Day and Tabulation			
Election Day/Post Election Vendor Support	15 Days	\$ 43,200.00	\$ 135.66
Notice of Inspection/Tabulation Test	Per Election	\$ 1,500.00	\$ 4.71
Category Subtotal		\$ 44,700.00	\$ 140.38
Supply Cost			
Ballots - Card Stock ExpressVote - EV	\$ 0.32	\$ 25,600.00	\$ 80.39
Ballots - Card Stock ExpressVote - ED	\$ 0.32	\$ 12,800.00	\$ 40.20
Test Ballots	\$ 0.29	\$ 1,102.00	\$ 3.46
Kits - ED	\$ 51.00	\$ 2,499.00	\$ 7.85

City of Lucas

Registered Voters
Percentage

6,063
0.3140385%

Category	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Kits - EV	\$ 19.00	\$ 1,121.00	\$ 3.52
Kits - Provisional EV	\$ 38.10	\$ 1,866.90	\$ 5.86
Kits - Provisional ED	\$ 38.10	\$ 2,247.90	\$ 7.06
Polling Place Maps - EV	\$ 25.00	\$ 1,225.00	\$ 3.85
Polling Place Maps - ED	\$ 25.00	\$ 1,475.00	\$ 4.63
Signs Metal (5 per location)	\$ 5.00	\$ 2,700.00	\$ 8.48
Signs Wood	\$ 2.00	\$ 216.00	\$ 0.68
Ballot Card Stock - Provisional - EV (50 PL)	\$ 0.14	\$ 514.50	\$ 1.62
Ballot Card Stock - Provisional - ED (50 PL)	\$ 0.14	\$ 619.50	\$ 1.95
Ballots - Sample - EV (1 per location)	\$ 0.29	\$ 21.32	\$ 0.07
Ballots - Sample - ED (1 per location)	\$ 0.29	\$ 25.67	\$ 0.08
Ballots - Sample All Race - EV (50 per location)	\$ 0.87	\$ 3,197.25	\$ 10.04
Ballots - Sample All Race - ED (50 per location)	\$ 0.87	\$ 3,849.75	\$ 12.09
Printer Labels - EV (1 roll per location)	\$ 5.00	\$ 245.00	\$ 0.77
Printer Labels - ED (1 roll per location)	\$ 5.00	\$ 295.00	\$ 0.93
Category Subtotal		\$ 61,620.78	\$ 193.51
Equipment			
Cabinet Security - EV	\$ 200.00	\$ 9,800.00	\$ 30.78
Cabinet Security - ED	\$ 200.00	\$ 11,800.00	\$ 37.06
Computer Cabinet - EV	\$ 50.00	\$ 2,450.00	\$ 7.69
DS200 Ballot Counter - EV	\$ 350.00	\$ 18,200.00	\$ 57.16
DS200 Ballot Counter - ED	\$ 350.00	\$ 26,950.00	\$ 84.63
ExpressVote - EV (9 per location)	\$ 200.00	\$ 88,200.00	\$ 276.98
Expres Vote - ED (9 per location)	\$ 200.00	\$ 106,200.00	\$ 333.51
ExpressTouch - EV	\$ 200.00	\$ 9,800.00	\$ 30.78
ExpressTouch - ED	\$ 200.00	\$ 11,800.00	\$ 37.06
Category Subtotal		\$ 285,200.00	\$ 895.64
Personnel			
Election Judge - EV	\$ 15.00	\$ 60,270.00	\$ 189.27
Election Judge - ED	\$ 15.00	\$ 2,400.00	\$ 7.54
Alternate Election Judge - EV	\$ 14.00	\$ 56,252.00	\$ 176.65
Alternate Election Judge - ED	\$ 14.00	\$ 2,240.00	\$ 7.03
Clerk - EV (3 per location)	\$ 13.00	\$ 313,404.00	\$ 984.21
Clerk - ED (3 per location)	\$ 13.00	\$ 12,480.00	\$ 39.19
Judge Delivery - EV	\$ 50.00	\$ 2,450.00	\$ 7.69
Judge Delivery - ED	\$ 50.00	\$ 2,950.00	\$ 9.26
Category Subtotal		\$ 452,446.00	\$ 1,420.85
Election Expense			\$ 4,483.13
Cost (minimum)		\$ 1,427,573.64	\$ 4,483.13
10% Administrative Fee			\$ 448.31
Total Cost			\$ 4,931.44
<u>90% deposit due Friday, March 31, 2023</u>			\$ 4,438.30
Less Deposit			
Less Payment			
Final Amount Due			

STATE OF TEXAS § PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT
 § BETWEEN CITY OF LUCAS AND
 § OW HOMES, LLC
 COUNTY OF COLLIN § (THE FARMSTEAD PHASE TWO)

This Public Improvement Participation Agreement ("Agreement") is made by and between the City of Lucas, Texas ("City"), a Texas home rule municipality, and OW Homes, LLC, a Texas limited liability company ("Developer"), acting by and through their duly authorized representatives. City and Developer are referred to herein collectively as "the Parties" and separately as "Party."

R E C I T A L S:

WHEREAS, Developer is the owner of the Property (as defined below); and

WHEREAS, Developer desires to develop the Property in accordance with the Development Regulations; and

WHEREAS, in order to ensure proper detention of excess stormwater runoff on the Property and adjacent property as it develops as, City and Developer desire to construct the Public Improvements; and

WHEREAS, because Developer does not require the full capacity that will be provided by the construction and operation of the Public Improvements, City and Developer find it to be to their mutual advantage to enter into this Agreement regarding City's participation in the cost of construction of appropriate and necessary portions of the Public Improvements; and

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in the developer's costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I TERM; TERMINATION

1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

1.2 Termination. This Agreement shall be terminated:

- (a) upon the mutual written agreement of the Parties; or
- (b) if City elects to terminate this Agreement after Developer breaches any of the terms and conditions of this Agreement and such breach is not cured by Developer within sixty (60) days after receipt of written notice of the breach by City as such time may be extended during any event constituting a Force Majeure; or
- (c) on the fifth (5th) anniversary of the Effective Date if Completion of Construction of the Public Improvements has not occurred by that date.

ARTICLE II DEFINITIONS

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

“Adjacent Property” shall mean the real property described as the Claremont Springs Addition, an Addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded as Document No. 20060623010002770, Plat Records, Collin County, Texas.

“Approved Costs” means the total Public Improvement costs verified and approved by City.

“Approved Plans” means the plans and specifications for the construction of the Public Improvements, inclusive of any change orders thereto, as approved by the City Engineer.

“City Engineer” means the City’s Director of Engineering, or designee.

“Commencement of Construction” means that (i) the plans for the Public Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Public Improvements pursuant to the respective plans therefore having been issued by all applicable governmental authorities and (iii) the grading and/or preparation of right-of-way, or land as applicable, for the construction of Public Improvements has commenced.

“Completion of Construction” means: (i) the Public Improvements have been substantially completed in accordance with the approved plans; and (ii) the Public Improvements have been accepted by the City Engineer, on behalf of the City, in writing.

“Construction Cost” means solely (a) fees and reimbursed expenses paid by Developer relating to the design of the Public Improvements and preparation of the plans and specifications for construction of the Public Improvements; (b) the contracted price between Developer and its contractor(s) for construction of the Public Improvements; and (c) fees and reimbursed expenses relating to materials testing.

“Development Regulations” means collectively (i) City’s Subdivision Regulations set forth in Chapter 10 “Subdivisions,” of the City’s Code of Ordinances, and any regulations and standards adopted in accordance therewith, (ii) the City of Lucas, Texas, Zoning Ordinance, as amended, and (iii) the City’s Standard Construction Details attached hereto, and incorporated herein as **Exhibit “B”**.

“Effective Date” means the date this Agreement has been signed by authorized representatives of all of the Parties, whether signing the same document or identical counterparts.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Property is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Payment Request” means a written request for payment prepared by or at the direction of Developer which sets forth the amount of the City Cost Participation to be paid for the portion of the work completed on construction of the Public Improvements, inclusive of details of the types and quantities of materials installed and the costs related thereto, labor costs, and other details and costs customarily appearing on an interim construction draw request, which request is accompanied by an affidavit of bills paid by all material suppliers and subcontractors providing work and/or materials in relation to the portion of construction of the Public Improvements described in the Payment Request.

“Preliminary Plat” means that certain Preliminary Plat of The Farmstead Phase Two approved by City Council of Lucas on June 16, 2022, a copy of which is attached hereto and incorporated herein by reference as **Exhibit “A”** showing the proposed subdivision of a 18.858± acre parcel of land being part of the Jas Grayum Survey, Abstract 354, Lucas, Collin County, Texas.

“Property” the real property located within the City of Lucas, Collin County, Texas, and more particularly described in **Exhibit “A”**.

“Public Improvements” shall mean the design and construction of stormwater detention facilities, beyond what would otherwise be required by the Development Regulations, with adequate capacity to reduce stormwater runoff from the Adjacent Properties by 47 CFPS, in accordance with the Approved Plans and the Preliminary Plat.

ARTICLE III DESIGN AND CONSTRUCTION

3.1 Public Improvements to be Constructed.

Subject to the terms and conditions set forth herein, Developer agrees to cause the Commencement of Construction and Completion of the Construction of the Public Improvements in substantial compliance with the Approved Plans and City's Development Regulations, including, but not limited to, engaging all professionals and contractors necessary to accomplish the foregoing.

3.2 Inspection and Acceptance of the Public Improvements. The inspection and approval of the Public Improvements by City shall be conducted in the same manner as inspection and acceptance of other public improvements constructed and/or installed in association with the development of property in the City of Lucas, Texas, pursuant to the Code of Ordinances, as amended, and the current policies and procedures of the City's Engineering Department.

3.3 Affect of Approval of Construction Documents. No approval of designs, plans, and specifications by City shall be construed as representing or implying that the improvements built in accordance therewith shall be free of defects, and any such approvals shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be designed or built in a good and workmanlike manner. Neither City nor its elected officials, officers, employees, contractors, and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by City for any defects in any plans or specifications submitted, revised, or approved, any loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, any loss or damage arising from the noncompliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

3.4 Indemnity Against Design Defects. Approval by the Director of Engineering or other City employee, officer, or consultant of any plans, designs or specifications submitted by Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineers, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by City for any defect in the design and specifications prepared by developer's consulting engineer, its officers, agents, servants, or employees, it being the intent of the Parties that approval by the Director of Engineering or other City employee, officer or consultant signifies City approval of only the general design concept of the improvements to be constructed. **For a period of three (3) years following Completion of Construction, Developer shall indemnify and hold harmless City, its officers, agents, and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise directly out of any defect or deficiency in the Public Improvements directly related to the designs and specifications set forth in the Approved Plans, but only to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed by Developer in accordance therewith, and Developer shall defend at Developer's own expense any suits or other proceedings brought against City, its officers, agents, employees, or any of them, on account thereof, to pay all reasonable expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith.**

3.5 Completion of Construction: Withhold Certificates of Occupancy. Developer acknowledges and agrees that the Public Improvements are to be constructed in conjunction with the construction of other public improvements required to be constructed pursuant to the provisions of the Development Regulations in association with the development of the Property. Developer further acknowledges and agrees that City may withhold the issuance of certificates of occupancy for any buildings constructed on the Property prior to completion of construction and acceptance of the Public Improvements by the Director of Engineering on behalf of the City.

3.6 City Cost Participation. City and Developer acknowledge and agree that the Development Regulations require Developer to provide for stormwater runoff and retention on the Property. City has requested, and Developer agrees, to construct the Public Improvements, which provide for greater stormwater retention capacity than otherwise required by the Development Regulations for the Property, and for the mutual benefit of the Adjacent Property, in accordance with the Approved Plans and in conjunction with the development of the Property. Pursuant to the forgoing request and agreement, City agrees to reimburse to Developer the Construction Costs paid by City to Developer for the Public Improvements shall not exceed One Hundred Ninety-Nine Thousand Seventy-Five and 00/100 Dollars (\$199,075.00) ("**City Cost Participation**").

3.7 Payment. City agrees to pay Developer the City Cost Participation as follows:

(a) **Payment Requests.** Beginning with the calendar month following commencement of construction of the Public Improvements, Developer shall deliver to City no more than one Payment Request in each calendar month, which Payment Request shall be delivered not later than the tenth (10th) day of each month. No payment shall be

due until Developer has delivered a Payment Request to the Director of Engineering for review and approval, which approval shall not be unreasonably withheld, delayed or denied. The Director of Engineering shall approve or deny the Payment Request not later than ten (10) days after receipt of the Payment Request. In the event that the Director of Engineering denies the Payment Request, the Director of Engineering shall provide detailed reasons for the denial. If the Director of Engineering denies the Payment Request, Developer may submit an amended Payment Request, which shall be reviewed and considered for payment in the same manner as the original.

(b) **Payment Due Date.** City agrees to pay Developer not later than thirty (30) days after receipt of the Payment Request all undisputed amounts set forth in the Payment Request less ten percent (10%) of the amount set forth in the Payment Request to be held by City as retainage (the "**Retainage**"). Any disputed amounts resolved in favor of Developer shall be paid by City not later than fifteen (15) days after resolution of such dispute.

(c) **Final Payment.** City shall not be required to make the final payment of the Retainage until after receipt of a Payment Request accompanied by (i) an affidavit from Developer's contractor(s) that states that all bills have been paid to subcontractors, suppliers, and any others who provided goods and/or services with respect to the construction of the Public Improvements and releasing and indemnifying City for any claims arising out of failure to pay such goods and services and (ii) the final as-built drawings showing the actual manner in which the Public Improvements were constructed.

3.8 Maximum Participation. In no case shall the City Cost Participation to the Public Improvements exceed thirty percent (30%) of the actual Construction Cost of all public streets, sidewalks, sanitary sewer mains, storm drainage facilities, water mains, and other public improvements associated with the development of the Project as required by the Development Regulations ("the Development Infrastructure") unless the contracts for construction of the Development Infrastructure have been procured and entered into in compliance with the applicable competitive sealed bid procedures set forth in Chapter 252 of the Texas Local Government Code, as amended.

3.9 Drainage Easement Dedication. Prior to Commencement of Construction, with respect to those portions of the Public Improvements which, at the time of construction, will be located on the Property but outside of an area for which a final plat has been approved with a drainage easement or public right-of-way dedicated to City for the purpose of, among other things, constructing the Public Improvements, Developer agrees, at Developer's sole cost, to dedicate and convey to City, for the benefit of the public, across the Property a drainage easement and right-of-way in the locations and widths as required by the Approved Plans ("the Drainage Easement") in a form acceptable to City and approved by City's City Attorney which authorizes City to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove certain above and underground drainage improvements and collect and direct surface water over or under the portion of the Property described in the Drainage Easement. Developer, at Developer's cost, shall be responsible for obtaining a survey and legal description of the portion of the Property which shall be subject to the Utility Easement. City shall not be required to accept the Public

Improvements for purposes of determining that Completion of Construction has occurred or to pay Developer any portion of the City Cost Participation until the Drainage Easement has been delivered in recordable form to City.

3.10 Agreement Not Authorization to Work in City Right of Way. This Agreement does not authorize Owner or any of Owner's officers, employees, agents, or contractors, to perform any work within City's easements or rights of way or on any property leased, owned, or otherwise controlled by City. Owner, or any of Owner's officers, employees, agents, or contractors shall at all times comply with City's ordinances and regulations regarding performance of work on City property or within City's easements and rights-of-way, including, but not limited to, compliance with the City's Code of Ordinances, as amended.

ARTICLE IV MISCELLANEOUS

4.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Joni Clarke
City Manager
City of Lucas, Texas
665 Country Club Road
Lucas, Texas 75002
Phone: 972-727-8999

With a copy to:

Joseph J. Gorfida Jr.
Nichols, Jackson, Dillard, Hager & Smith,
L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Developer:

OW Homes, LLC
Attn: Barrett Owens
390 W. Forest Grove Rd.
Lucas, Texas 75002
Phone: 469-640-0446

4.2 Successors and Assigns. All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of the City Manager, which will not be unreasonably withheld.

4.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.4 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.5 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

4.6 Recitals. The recitals to this Agreement are incorporated herein.

4.7 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference as if set out here in full.

4.8 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.9 Recordation of Agreement. A copy of this Agreement shall be recorded in the Real Property Records of Collin County, Texas.

4.10 Covenants Run with Property. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Developer and each and every subsequent owner of all or any portion of the Property but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

4.11 Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Developer verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Developer verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Developer verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Developer is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Developer has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

City Signature Page

EXECUTED in duplicate originals this 5 day of August, 2022.

CITY OF LUCAS, TEXAS

By: _____

Joni Clarke
Joni Clarke, City Manager

Approved as to Form

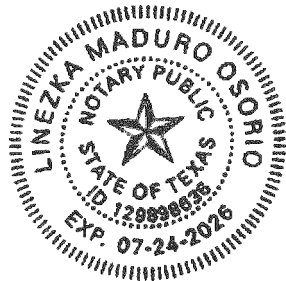
By: _____

Joseph J. Gorfida, Jr.
Joseph J. Gorfida, Jr., City Attorney
(07-11-2022:TM 130533)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 05 day of August, 2022, by Joni Clarke, City Manager of the City of Lucas, Texas, on behalf of said municipality.



Linezka Maduro Osorio
Notary Public State of Texas

My Commission Expires:

07/24/26

Developer's Signature Page

DEVELOPER:

OW HOMES, LLC

a Texas limited liability company

By: 

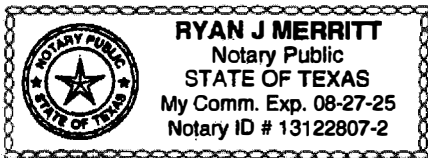
Name: Barrett Owens

Title: Managing Member

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 5th day of August, 2022,
by Barrett Owens, the Managing Member of OW Homes, LLC, a
Texas limited liability company, on behalf of such entity.




Notary Public State of Texas

My Commission Expires:

8/27/2025

EXHIBIT "B"
CITY OF LUCAS STANDARD CONSTRUCTION DETAILS

<u>City of Lucas</u>	<u>Drainage Easement</u>		<u>Farmstead Phase 2</u>
<u>Item</u>		<u>Units</u>	<u>Per Unit</u>
Excavation	\$ 178,875.00	26500	\$ 6.75
Concrete	\$ 16,000.00	2000	\$ 8.00
Rip Rap and Stone	\$ 4,200.00	15	\$ 280.00
Total Costs	\$ 199,075.00		

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2022000121025

eRecording - Real Property

AGREEMENT

Recorded On: August 05, 2022 04:52 PM

Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$98.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022000121025
Receipt Number: 20220805000519
Recorded Date/Time: August 05, 2022 04:52 PM
User: Matt M
Station: Station 10

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

CNB Services

300 S Bus Hwy 78
Blue Ridge, TX 75424 US
972 415-3502
cort@cnbservices.com



Estimate

ADDRESS

Barrett Owens
Owen Warford Custom Homes
Lucas TX.
Lucas, TX 75002
United States.

ESTIMATE # 1999**DATE 07/07/2022**

ACTIVITY	QTY	RATE	AMOUNT
General Information	1	0.00	0.00
Project Name/Address:			
Farmstead Addition - PH.2			
1900 Estates Pkwy Allen, TX 75002 United States			
Project Overview:			
- Excavation of Pond.			
Mobilization.	1	9,500.00	9,500.00
Excavation	60,000	0.50	30,000.00
Excavation For Proposed pond:			
- Strip Topsoils/Grub working Area. Working area +/- 60,000SF.			
Excavation	12,000	4.75	57,000.00
Mass Excavation of Native soils:			
General Cuts			
- Top 4' - 6' Native soils. 12,000 Cu. Yrds.			
Excavation	12,000	4.75	57,000.00
General Fills Native soils.			
Sales	14,375	12.00	172,500.00
Rip & Excavate Rock: 15,605 Cu. Yrds.			
Grade Work	6,000	4.00	24,000.00
Generate Needed Soils Grade working area:			

ACTIVITY	QTY	RATE	AMOUNT
General Cuts = 3,000 Cu. Yrds. General Fills = 3,000 Cu. Yrds.			
TOTAL			\$350,000.00

Accepted By

Accepted Date



MINUTES

CITY COUNCIL REGULAR MEETING

January 19, 2023 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Tim Johnson
Councilmember Phil Lawrence (*remote*)
Councilmember David Keer
Councilmember Debbie Fisher

City Councilmembers Absent:
Councilmember Tim Baney

City Staff Present:

City Manager Joni Clarke
Assistant City Manager Kent Souriyasak
Public Works Director Scott Holden
Development Services Director Joe Hilbourn
Finance Director Liz Exum
CIP Manager Patrick Hubbard
City Secretary Erin Day
Deputy Nicholas Noel
City Attorney Courtney Morris

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

Daryl Schulman, 8 Hickory Hill Road, advised he has a concern regarding the intersection at Stinson Road and West Lucas Road. Mayor Olk explained the plans that are being discussed between the City of Lucas and the Texas Department of Transportation to improve traffic in that area.

Community Interest

2. Items of Community Interest

Mayor Olk gave items of community interest including:

- Lucas Farmers Market upcoming dates
- Keep Lucas Beautiful Cleanup Event
- Tractor Supply Opening
- Outdoor burning information

Public Hearing

Mayor Olk requested that Item 3 be moved due to Jeff Snowden with Capex Consulting running late.

4. **Conduct a public hearing and consider adopting Ordinance 2023-01-00965 approving a request by the City of Lucas to rezone a tract of land on the Southeast corner of the intersection of Estelle Lane and Country Club Road from Commercial Business to ED (Estates District) and revoke an expired SUP (Specific Use Permit) that permits a 3000 square foot commercial business, situated in the Ben Sparks Survey, Abstract No. A0813, Tract 74, 0.95 acres. (Cancelled)**

This public hearing was cancelled.

5. Conduct a public hearing and consider adopting Ordinance 2023-01-00966 approving the updates to the City of Lucas Comprehensive Plan, including Chapters 1 through 8, the Wastewater System Master Plan, Water Distribution Master Plan, Thoroughfare Plan, Future Land Use Map, Zoning Map, and Trails Master Plan.

Development Director Joe Hilbourn gave an update explaining that the Planning and Zoning Commission had requested some minor changes to the Comprehensive Plan at their January 12, 2023 meeting, and that staff had made those changes.

The City Council discussed further changes to the Comprehensive Plan and suggested the following:

- Page 10 – Under “Analysis of Existing Land Use, Residential Land Use”, remove the sentence that states, “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.”
- Page 35 – Change last sentence to say “Additional residential/local streets (Type D) may include:”
- Throughout the Comprehensive Plan indicate when a subsection is continued on the next page.
- Zoning Map – Add a note referring readers to the Boundary Map for more details on boundaries and annexations, and add a note to the Extra Territorial Jurisdiction on Parker Road indicating that it has an annexation agreement.

Mayor Olk opened the public hearing at 6:55 p.m.

There were no members of the public wishing to address the City Council on this item.

Mayor Olk closed the public hearing at 6:55 p.m.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson, to adopt Ordinance 2023-01-00966 approving the updates to the City of Lucas Comprehensive Plan, including Chapters 1 through 8, the Wastewater System Master Plan, Water Distribution Master Plan, Thoroughfare Plan, Future Land Use Map, Zoning Map, and Trails Master Plan, as amended to include changes recommended by the City Council. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

Consent Agenda

6. Consent Agenda:

- A. Approval of Resolution R 2023-01-00538 scheduling a Public Hearing to consider amendments to the Land Use Assumptions and Capital Improvement Plan under which an Impact Fee may be amended for water and roadways within the City.
- B. Approval of Resolution R 2023-01-00539 designating the official newspaper of the City of Lucas for 2023 beginning January 19, 2023 through December 31, 2023.

C. Approval of the minutes of the January 5, 2023 City Council meeting.

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

Public Hearing

Mayor Olk moved to Item 3 after the arrival of Jeff Snowden with Capex Consulting.

3. Conduct a public hearing and consider adjusting the water and wastewater rates for a five-year period beginning March 1, 2023, through September 30, 2026.

Mayor Olk opened the public hearing at 6:58 p.m.

There were no members of the public wishing to address the City Council on this item.

Mayor Olk closed the public hearing at 6:58 p.m.

Councilmember Fisher asked Jeff Snowden with Capex Consulting if the increases in water rates are due to the increases from North Texas Municipal Water District. Mr. Snowden confirmed it is due to the 13 percent rate increase from the North Texas Municipal Water District. Mr. Snowden advised the increase for the average user would be 5% which would amount to a \$7.01 increase on the monthly bill.

MOTION: There was no motion needed for this item.

Regular Agenda

7. Presentation to the City of Lucas Finance Department for receiving the 2022 Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association.

Mayor Olk awarded Finance Director Liz Exum with the 2022 Certificate of Achievement for Excellence in Financial Reporting Award for the twelfth year in a row. The City Council thanked the City staff for all of their hard work.

MOTION: There was no motion needed for this item.

8. Consider nominations for the 2023 Service Tree Award Program.

Councilmember Keer advised the Service Tree Committee received a nomination for Bill and Kathrin Esposito as the 2023 Service Tree Award recipient. Councilmember Keer gave a list of accomplishments Mr. Esposito and Mrs. Esposito have achieved while serving on the Parks and Open Space Board and the Lucas Farmers Market Committee and thanked them for their service to the City. Councilmember Keer gave a recommendation that Bill and Kathrin Esposito be awarded with the 2023 Service Tree Award.

MOTION: A motion was made by Mayor Jim Olk, seconded by Councilmember Fisher, to award the 2023 Service Tree Award to Bill and Kathrin Esposito. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

Mayor Olk requested to move Item 10 prior to Item 9.

10. Receive a presentation of the 2022 Lucas Farmers Market Annual Report and plans for the 2023 market season.

Chair to the Parks and Open Space Board Bill Esposito gave a presentation on the Lucas Farmers Market Annual Report for 2022 including the history of the Lucas Farmers Market, their budget, traffic counts, special events held, market share information, youth booths, Lucas historical exhibits, vendor survey results, awards and recognitions, what to expect in 2023, and discussed the possibility of having alcohol sales and consumption at future markets.

Mayor Pro Tem Peele thanked the Lucas Farmers Market for their hard work. Councilmember Fisher advised she received compliments on the produce of the market, that there is a playground, the accessibility of the sidewalk area, and the good mix of events. Mayor Olk requested the sale of alcohol at the Lucas Farmers Market be placed on a future agenda for further discussion.

MOTION: There was no motion needed for this item.

9. Consider adopting Ordinance 2023-01-00967 amending the City's Code of Ordinances, Chapter 3, Building Regulations by adding Article 3.22 Minimum Maintenance Standards.

Development Services Director Joe Hilbourn gave a presentation explaining the changes that were made in the proposed ordinance including standards for exterior grounds and premises, exterior of structures, interior of structures, handrails, extermination, plumbing, fire safety, fire protection systems, and regulations regarding vacant dwelling units, structures and land.

Council Comments

Councilmember Lawrence gave comments advising some of the proposed ordinance is overreaching. Mayor Olk explained the purpose of the proposed ordinance, which would allow staff to enforce regulations if there is a deficiency. The City Council discussed the sections of the ordinance relating to operable windows, working locks, and the requirement of an air conditioner and made suggestions for revision.

City Attorney Courtney Morris advised there are substandard structures in Lucas that are needing to be torn down, and this ordinance will give the City the ability to enforce the condemnations.

MOTION: A motion was made by Councilmember Lawrence, seconded by Councilmember Johnson to approve adopting Ordinance 2023-01-00967 amending the City's Code of Ordinances, Chapter 3, Building Regulations by adding Article 3.22 Minimum Maintenance Standards, as amended to include the City Attorney and City Council's revisions. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

Executive Agenda

11. Executive Session:

Mayor Olk convened into Executive Session at 8:15 p.m. as authorized by Section 551.074 of the Texas Government Code for the evaluation of the City Manager.

8. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Mayor Olk reconvened into Regular Session at 9:40 p.m. with no action taken.

9. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Keer, to adjourn the meeting at 9:40 p.m. The motion passed unanimously by a 6 to 0 vote, with Councilmember Baney absent.

APPROVED:

ATTEST:

Mayor Jim Olk

Erin Day, City Secretary



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 04

Requester: Lucas Farmers Market Committee Chair/Parks Board Member Bill Esposito
Assistant City Manager Kent Souriyasak

Agenda Item Request

Consider adopting Ordinance 2023-02-00969 amending the City's Code of Ordinances, Chapter 1 titled "General Provisions" by amending article 1.09 titled "Parks and Recreation" by amending Section 1.09.062 titled "Conduct in Parks" to allow the possession, sale, and consumption of alcohol in Parks by permit or as otherwise authorized by the City.

Background Information

At the City Council meeting on January 19, 2023, Lucas Farmers Market Committee Chair Bill Esposito presented the 2022 Lucas Farmers Market Annual Report and discussed plans for the 2023 market season. Mr. Esposito explained there were interested vendors who sold products related to liquid agriculture (i.e., beer and wine) in addition to other food items. Mr. Esposito requested the City Council to consider a future agenda item to discuss allowing sales and tastings of beer and wine at the Lucas Farmers Market.

The City Attorney has recommended the proposed amendments for the City Council to consider allowing the possession, sale, and consumption of alcohol in parks by permit or as otherwise authorized by the City:

To possess or consume any alcoholic beverage; provided, however, it shall be a defense if the person: (i) was in possession of and/or consumed the alcoholic beverage while in attendance at an event held in the park for which the city has issued a permit or otherwise provided written consent for the sale and/or service of alcoholic beverages in association with the event; and (ii) obtained the alcoholic beverage from the person or entity that was authorized by the city to sell or serve alcoholic beverages.

Attachments/Supporting Documentation

1. Amended Ordinance 2023-02-00969

Budget/Financial Impact

N/A

Recommendation

N/A



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 04

Motion

I make a motion to approve/deny adopting Ordinance 2023-02-00969 amending the City's Code of Ordinances, Chapter 1 titled "General Provisions" by amending article 1.09 titled "Parks and Recreation" by amending Section 1.09.062 Titled "Conduct in Parks" to allow the possession, sale, and consumption of alcohol in Parks by permit or as otherwise authorized by the City.



ORDINANCE NO. 2023-02-00969

[AMENDING CHAPTER 1, ARTICLE 1.09, PARKS AND RECREATION]

AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 TITLED "GENERAL PROVISIONS" BY AMENDING ARTICLE 1.09 TITLED "PARKS AND RECREATION" BY AMENDING SECTION 1.09.062 TITLED "CONDUCT PROHIBITED IN PARKS" TO ALLOW THE POSSESSION, SALE, AND CONSUMPTION OF ALCOHOL IN PARKS BY PERMIT OR AS OTHERWISE APPROVED BY THE CITY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lucas Farmers Market is a city sponsored special event created to provide a safe and pleasant social experience for the community and visitors to provide access to local farmers, food producers and artists, and

WHEREAS, The Lucas Farmers Market has grown into one of the most successful events in the area and has been recognized by the International City/County Management Association for demonstrating innovation, excellence and success in improving the quality of life for our residents, and

WHEREAS, the Lucas Parks and Open Space Board in conjunction with the Lucas Farmers Market Committee have recommended the addition of alcohol sales and tastings to the Lucas Farmers Market to provide exposure and marketing opportunities to local vineyards, wineries, and micro brewers and distillers.

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

SECTION 1. That the City of Lucas Code of Ordinances is amended by amending Chapter 1 titled "General Provisions", by amending Article 1.09 titled "Parks and Recreation", by amending Section 1.09.062 titled "Conduct Prohibited in Parks," to read as follows:

Chapter 1. GENERAL PROVISIONS

ARTICLE 1.09. PARKS AND RECREATION

§1.09.062 Conduct prohibited in parks.

As used in this division, “city park” or “park facility” shall mean any area in the city owned or used by the city, or by the city jointly with any other governmental or private entity, devoted to active or passive recreation, and includes but is not limited to athletic fields, recreation areas, community center property, and those areas designated as city parks. The following acts, omissions or conduct are prohibited within the limits of all city parks and no person, firm or corporation shall engage in, commit, cause, or suffer the following acts, omissions or conduct:

1. To enter or remain in any park facility between the hours of 11:00 p.m. and 5:00 a.m. unless different hours for the park facility have been designated. All soft surface trails shall be closed from dusk until dawn where on-site signage is posted, unless different hours have been posted;
2. To allow any pet or animal to run at-large or fail to keep a pet or animal restrained by a leash, chain or cord not more than six (6) feet long;
3. To dump or litter any park. All persons shall use receptacles provided for the deposit of refuse;
4. To tie or restrain an animal by attaching its leash to fencing, trees, benches, bleachers, pole or other park facility infrastructure;
5. To operate a motor vehicle within any city park in any area not designated as a roadway for vehicular traffic (for the purposes of this subsection, “motorized vehicle” means any vehicle or conveyance which is self-propelled) which would exclude electronic wheelchairs or electric scooters for the disabled;
6. To use or ride on a skateboard within a city park;
7. To possess, use, discharge or employ any fireworks, firearm, BB gun, air gun, bow and arrow, or slingshot is prohibited with the exception of licensed holders who are authorized to carry firearms in accordance with state law;
8. ~~To sell, possess or consume any alcoholic beverage;~~ **To possess or consume any alcoholic beverage; provided, however, it shall be a defense if the person: (i) was in possession of and/or consumed the alcoholic beverage while in attendance at an event held in the park for which the city has issued a permit or otherwise provided written consent for the sale and/or service of alcoholic beverages in association with the event; and (ii) obtained the alcoholic beverage from the person or entity that was authorized by the city to sell or serve alcoholic beverages.**
9. To erect, post, distribute, or place any advertising material, sign, circular, or handbill without the prior permission of the city;
10.
 - A. To practice, conduct, or carry on any commercial activity, trade or business activity unless said commercial activity has been approved through a facility use agreement issued by the city manager or designee.
 - B. In approving a facility use agreement for a commercial activity, the city manager or designee shall consider whether such activity is classified as a recreational activity that enhances the overall well-being of participants and includes but is not

limited to the provision of physical fitness classes, athletic sports activities and services that promote healthy lifestyles. It does not include the sale of products and/or goods. While this activity may serve nonresidents, the provider must make the provision of recreational programming to city residents a priority. The number of city residents served may be taken into consideration on future applications for use of park facilities.

- C. City residents only may reserve the city park facilities for commercial residential activity daily from 5:00 a.m. through 8:00 a.m. and from 7:00 p.m. through 9:00 p.m. The community center is not available for use for commercial residential activity and may only be reserved by city residents.
 - D. A city facility use agreement must be completed and submitted to the city manager for consideration along with the required fee as shown in the fee schedule set forth in appendix C. The applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000.00 and must name the city as an additional insured on the certificate of insurance. The applicant shall be responsible for any damage to the park facilities.
 - E. The applicant may reserve the park facility up to two months in advance of the event and must reapply for any subsequent use. If any park facility is left in a condition that is unacceptable to the city, the city reserves the right to not allow the vendor to use any of its facilities in the future.
- 11. To cause, create or maintain any nuisance or engage in any conduct or activity that unreasonably disturbs persons of ordinary sensibilities;
 - 12. To use any type of sound amplification devices which include but are not limited to loudspeakers, amplifiers or microphones without the written permission of the city;
 - 13. To ascend, descend, operate, or launch any aircraft, including but not limited to hot air balloons, airplanes, paraplanes, ultralight aircrafts, helicopters, drones, remote/radio controlled devices and gliders;
 - 14. To hit golf balls of any type in a park facility;
 - 15. To camp overnight in or upon any park facility;
 - 16. To enter onto a reserved facility or area, or a location where scheduled activities are occurring, during the period that the area or facility is reserved or during the scheduled activity and remain or return there after the person has been given notice to leave. Reserved facilities and areas, and scheduled activities, include but are not limited to: athletic fields and pavilions;
 - 17. To make or kindle a fire except in public stoves, grills, fire pits, or designated areas provided for that purpose. Fires shall not be left unattended and must be extinguished prior to departure. The city manager may prohibit all fires in public parks during those periods that he, in his sole discretion, determines that extreme dry weather, high winds or other conditions endanger public health and safety;
 - 18. To use or consume any tobacco products within a park facility;

19. To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lucas and which are not expressly amended by this Ordinance, the provision of this Ordinance shall remain be controlling.

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 16TH DAY OF FEBRUARY, 2023.

APPROVED:

Jim Olk, Mayor

ATTEST:

Erin Day, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(1-26-2023: CGM TM133340)



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 05

Requester: Assistant City Manager Kent Souriyasak

Agenda Item Request

Discuss recommendations to amend the City's Code of Ordinances, Chapter 13 Utilities, Article 13.06 Solid Waste and provide direction to the City Manager.

Background Information

The City of Lucas and Community Waste Disposal (CWD) entered into an agreement for solid waste and recycling services for all residents beginning October 1, 2022. The new residential services include weekly pickup of trash, recycling, brush, and bulk items. In addition, CWD provides a household hazardous waste program to all residents twice per year. CWD also offers residents with optional services for an additional cost such as concierge service and manure/stable matter collection.

With these new trash and recycling services in place, staff recommends making amendments to the City's Code of Ordinances, Article 13.06 Solid Waste, Division 2 ensuring trash and recycling regulations are consistent with the new agreement.

Staff has provided the following recommendations to the solid waste ordinance:

- Definitions for "recyclable material" and "recycling" under section 13.06.031
- Include the terms "recyclable material" and "recycling" under sections 13.06.033 (a), (b), and (c, 1)
- Change the times for cart placements for curbside collection under section 13.06.033 (c, 4) as this currently conflicts with CWD collection hours between 7:00 am to 7:00 pm

In addition, staff is seeking direction from the City Council to consider additional changes:

- Provide clarification under section 13.06.033 (c, 4) regarding the removal and visibility of carts after curbside service. The current language states, "Such containers shall be removed from the curbside location and *out of view from the street...*" Currently, some residents store their carts on the side of their driveway, garage, or house that is still visible from the street. Staff would like direction from City Council on adding clarification that the carts should be removed away from the street and stored closer or hidden at the house, garage, or driveway.
- Include definitions and a section related to the collection of "brush" and "bulk items" as this is now a weekly collection service available to all residents.



City of Lucas

City Council Agenda Request

February 16, 2023

- Include definitions and a section related to the collection of “household hazardous waste” that is available to all residents twice per year.
- Include definitions and sections on optional residential services such as “concierge service” and “manure/stable matter collection” that are available for an additional cost.
- Provide clarification under section 13.06.033 (b) that the schedule for the collection of municipal solid waste and recycling occur on a weekly basis. Currently, the language states, “The schedule for the collection of municipal solid waste and the fees and charges for such collection shall be determined by resolution of the City Council.”

Attachments/Supporting Documentation

1. Code of Ordinance Article 13.06 Solid Waste, Division 2 (Draft Edits)
2. Community Waste Disposal (CWD) Agreement

Budget/Financial Impact

N/A

Recommendation

Staff recommends the following changes (as indicated in the draft edits) to the solid waste ordinance:

- Definitions for “recyclable material” and “recycling” under section 13.06.031
- Include the terms “recyclable material” and “recycling” under sections 13.06.033 (a), (b), and (c, 1)
- Change the times for cart placements for curbside collection under section 13.06.033 (c, 4) to allow residents to place their carts at the curbside beginning at 6:00 pm prior to the day of service and remove their carts no later than midnight 12:00 on the day of scheduled collection.

Staff will prepare an updated draft of proposed changes following further discussion and direction from the City Council.

Motion

There is no motion required.

Division 2 Collection

§ 13.06.031 **Definitions.**

Unless otherwise noted herein, the following terms shall be defined as follows:

Collector. Any person, corporation, partnership or similar entity that contracts for valuable consideration to pick up or collect municipal solid waste on a regular basis from any collection point within the corporate limits of the city.

Municipal solid waste. Solid waste resulting from or incidental to municipal, community (residential), commercial, institutional, and recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial solid waste as defined by state or federal law.

Recyclable material. Shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the person actually abandoning or disposing of such material.

Recycling. Shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

(Ordinance 2002-06-00462, sec. 1, adopted 6/3/02)

§ 13.06.032 **Collectors.**

- (a) No collector shall collect any municipal solid waste within the corporate limits of the city without first applying for and obtaining a permit to do so from the city administrator or his designee. Such permit shall be on such forms as the city administrator may determine and the fees charged for such permit shall be set by the city council. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without first having been issued a permit to do so from the city.
- (b) In addition to the foregoing permit requirement, any person, firm or corporation collecting solid waste from any residence within the city shall first enter into an agreement with the city. Said agreement shall be on such terms and conditions as the parties may mutually agree. The city may determine that such agreement may be exclusive or nonexclusive.

- (c) No collector shall allow any municipal solid waste to spill or fall from the collector's equipment within the corporate limits of the city. In the event that spillage should occur, the collector shall completely remove such spillage within twenty-four (24) hours of notice of spillage occurrence.
- (d) No collector shall cause damage, beyond normal wear and tear, to any street or roadway within the city. In the event the collector causes damage to any street or roadway within the city, the collector shall be given written notice to immediately cause such damage to be repaired under the supervision of the city inspector. Such notice shall provide that, in the event the collector does not acknowledge responsibility for making such repairs within seven (7) days of notice, a hearing will be held by the city council on the question of responsibility for such damage. If at such hearing the council finds that the damage was caused by the collector and such damage was beyond normal wear and tear, the city council may request the collector to cause such damage to be repaired under the supervision of the city inspector, and if such damage is not repaired within the time stated the city council may within its sole discretion terminate the collector's franchise and right to use the public streets within the city to carry on its business.
- (e) All collectors shall clearly mark all collection vehicles with the collector's name, address and telephone number. All collection vehicles used by collectors to collect municipal solid waste within the city shall be no larger than a single-axle type, and shall not exceed 25,000 pounds in weight, unless specific written approval is granted by the city council. The collector must use trucks and equipment meeting the approval of the city that will prevent spillage and damage to the streets and ways used by such trucks and equipment. The collector shall also abide by any city regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations.
- (f) The collector shall provide the city with a certificate of insurance showing general public and motor vehicle liability coverage with limits of at least \$500,000.00 per person/\$1,000,000.00 per accident/\$100,000.00 property damage. Such policies shall name the city as an additional insured and shall contain provisions requiring that the city be notified within ten (10) days of any cancellation or termination of the policy. The foregoing additional insured requirement and the ten-day notice requirement shall be shown on the face of the certificate submitted by the collector. The collector shall defend, indemnify, and hold the city and each of its officers and employees harmless from any and all suits, actions, claims, losses or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based on or arising out of any injury, damage, loss, disease, sickness, or death of any person or persons, or any damages to any property, caused by any act or omission of the collector or its officers, agents, servants, employees or anyone else under the collector's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services under the collection agreement or conditions created by the performance or nonperformance of said work or services.
- (g) No collector shall collect any municipal solid waste within the corporate limits of the city without first obtaining and holding all other permits or licenses required by any other governmental agency or political subdivision having jurisdiction over the collector's operations, including but not limited to the state commission on environmental quality. The

collector must be duly licensed or permitted to deposit municipal solid waste at or in a landfill regulated and approved by the proper state agency.

(Ordinance 2002-06-00462, sec. 1, adopted 6/3/02)

§ 13.06.033 Mandatory service; containers; responsibilities of property owner or occupant.

- (a) All residences and households within the city shall use the solid waste and recycling collection contractor selected by the city for the collection and disposal of municipal solid waste and recyclable materials. All households within the city shall be automatically enrolled in the applicable garbage, ~~and~~ trash and recycling collection service under contract with the city for collection of municipal solid waste and recyclable materials, and the residents thereof shall be responsible for payment of collection service fees as established by the city council.
- (b) The schedule for the collection of municipal solid waste and recyclable materials and the fees and charges for such collection shall be determined by resolution of the city council.
- (c) It shall be the duty of every person owning, controlling, managing, operating, leasing, renting or occupying any premises where municipal solid waste, garbage and/or trash accumulates to:
 - (1) Provide and maintain portable containers for the placement of garbage, ~~and/or~~ trash, and/or recyclable materials. Such containers may consist of galvanized iron, tin or other suitable metal or plastic cans with two handles and a tightfitting cover with a handle for removal, or such other containers as may be approved by the city council. Garbage and/or trash shall be placed within plastic or treated paper bags which shall then be placed within the appropriate approved container. The capacity of such containers shall be not less than twenty (20) nor more than ninety-five (95) gallons. Each person must provide a sufficient number of such containers to take care of garbage and/or trash in relation to the individual needs of the users.
 - (2) Maintain containers in a sanitary condition and keep lids on containers at all times to prevent flies and other insects from coming in contact with the contents.
 - (3) Gather any and all garbage and/or trash from over their premises and place said garbage and/or trash in these containers and maintain and keep the area in and around the garbage containers clean and in a sanitary condition at all times.
 - (4) If curbside service is used, locate the containers at curbside on the street of the premises where most convenient to the collectors, no earlier than ~~6:00 a.m.~~ on 6:00 p.m. prior to the day of scheduled collection. Such containers shall be removed from the curbside location and out of view from the street no later than ~~7:00 p.m.~~ midnight 12:00 am on the day of scheduled collection.

(Ordinance 2002-06-00462, sec. 1, adopted 6/3/02)

§ 13.06.034 Roll-off containers.

- (a) Any roll-off containers used to collect, transport, or dispose of any sold waste generated within the city shall be owned and operated by the city or any independent contractor which

has been granted a franchise by the city for the collection and disposal of solid waste. It shall be the responsibility of the city or its authorized contractor to provide roll-off containers. Roll-off containers other than those owned and operated by the city or its authorized contractor shall not be allowed for the collection, transportation, or disposal of any solid waste generated within the city.

- (b) It shall be unlawful for the owner or occupant of a residential property to place or maintain a commercial roll-off container on such residential lot without first obtaining a permit from the city.
- (c) The city may issue a permit, not to exceed one hundred and eighty (180) days, for placement of a roll-off container for solid waste generated on a residential site for remodeling, reclamation or renovation of such property. Two forty-five-day extensions may be granted for any permit granted hereunder. Nothing contained herein shall preclude the placement of such container for initial construction of a residence; however, such container shall be removed at or prior to final inspection.
- (d) It shall be a defense to a prosecution under this section that such roll-off container is being utilized for a legitimate and substantial bona fide agricultural use.
- (e) It shall be unlawful for any person, other than the owners, permittee, or persons with whom they have contracted to place any refuse, brush, waste or discarded items in a container permitted under this action.
- (f) The city council shall, by resolution, establish a fee for any permit or extension thereof granted under this section.

(Ordinance 2007-01-00581 adopted 1/4/07; Ordinance 2007-02-00584 adopted 2/1/07)

STATE OF TEXAS §
§ AGREEMENT FOR SOLID WASTE AND
COUNTY OF COLLIN § RECYCLING SERVICES

This Agreement for Solid Waste and Recycling Services (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Community Waste Disposal, LP (“Contractor”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services (“the RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP before February 28, 2022; and

WHEREAS, City received and evaluated proposals from vendors in response to the RFP; and

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 solid waste and recycling services, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference, and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, to the extent allowed by law, and except as otherwise provided in this Agreement, City desires to provide an exclusive franchise and contract to operate over, upon, along and across the present and future streets, alleys, bridges and public properties of the City for the purpose of providing services related to the collection of Waste from all residential customers located within the City’s limits and transportation of said Waste to its point of disposal subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate a Waste collection, transport and disposal service in accordance with the provisions of 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:

Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is collected within the City pursuant to this Agreement.

Agreement shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor.

Agreement Year shall mean the period beginning October 1st of each year and ending on September 30th of the subsequent year for the term of the Agreement.

Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

Brush shall mean Yard Trimmings that cannot be easily contained in a Yard Trimmings Can.

Bulk Waste shall mean Acceptable Solid Waste composed of materials not easily contained in a Solid Waste Bag such as, but not limited to White Goods, furniture, Brush, large electronics, and other oversized Acceptable Solid Waste.

Bundles shall mean tied bundled tree, shrub, and brush trimmings. Tied bundles cannot exceed four (4) feet by two (2) feet and not weigh more than fifty (50) pounds per bundle.

Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Agreement.

Can shall mean a receptacle owned by the Customer used for Solid Waste or Bulk Set- outs.

Cart shall mean a receptacle purchased by the Contractor or City, equipped with wheels, a bar, with a capacity of approximately ninety-five (95) gallons or sixty-five (65) gallons designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm.

Cart Selection Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.

City shall mean the City of Lucas, Texas.

City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.

Collect or Collection shall mean the act of removing Acceptable Solid Waste or Bulk Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics for transport to a Processing Facility.

Commencement Date shall mean October 1, 2022, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Agreement.

Commercial Container shall mean Dumpsters and Roll-offs.

Commercial Hand Collect Service Unit shall mean a Commercial Service Unit which Set-outs no more than ten (10) Solid Waste Bags per Scheduled Collection Day based on two (2) collections per calendar week.

Commercial Service Unit shall mean all establishments other than Residential Service Units within the corporate limits of the City.

Concierge Service shall mean Residential Units that have elected to have the Contractor service Solid Waste Carts at a location that is not on the public street. The Residential Unit will provide necessary access to the Solid Waste Carts during collection hours. The Contractor shall have the sole right to approve or deny Concierge Service. Concierge Service only applies to the collection of Solid Waste Carts and does not apply to Bulky Waste, Bundled and Loose Brush or Recycling Carts. The City will bill Concierge Service to the resident directly and the contractor shall be compensated for Concierge Service in accordance with the rates listed in "Exhibit A."

Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.

Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Trimmings other than Yard Trimmings.

Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

Contractor shall mean Community Waste Disposal, LP

Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf.

Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste, Recyclable Materials, and Bulk from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.

Customer shall mean (i) the City or (ii) owner or tenant of a Residential Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

Dead Animals shall mean animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

Disaster and Storm Debris shall mean debris resulting from an event, occurrence or act of God, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc. determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the prior three years for the impacted homes.

Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling,leaking, or placing of any Solid Waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.

Disposal Site shall mean a Landfill or other Solid Waste minimum capacity of two (2) cubic yards, a maximum capacity of ten (10) cubic yards and designed to be lifted and emptied mechanically for use only at Commercial Service Units or Industrial Units. Contractor shall provide Dumpsters to Customers.

Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.

Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.

Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.

Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.

Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.

May shall mean something that is not mandatory but permissible.

Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.

Performance Bond shall mean a corporate surety bond that guarantees compensation to City in the event that it must assume the obligations and/or duties of Contractor in order to continue the service as defined by this Agreement.

Process, Processed or Processing shall mean recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets. Recovery of Yard Trimmings, treatment into mulch or compost, and marketing of mulch or compost to end markets. Recovery of Program Household Hazardous Waste and Electronics, treatment of Program Household Hazardous Waste and Electronics, and marketing of Recovered Materials to end markets.

Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials, Yard Trimmings, and/or Program Household Hazardous Waste and Electronics. The Processing Facility shall be selected by Contractor.

Program Introduction Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.

Program Household Hazardous Waste and Electronics shall mean the following Solid Waste:

- a. Aerosols containing flammable or hazardous material such as paint
- b. Lubricant — Automotive/Household Compressor Oil, Cutting Oil, etc.
- c. Electronics — CPU's (computers) Laptop and handheld computers; CRT's (Computer Monitors); Telephones, Cell Phones, Portable Phones, Keyboards, Mice, CD-ROM's (other disc drives), including cables
- d. Televisions, VCR's, CD Players, Stereos
- e. Art/Hobby Supplies — Adhesive, Paint, Cleaners, Correction Fluid, Photography Chemicals
- f. Other Household — Fluorescent Tubes/Bulbs, Compact Fluorescent Lamps(CFLs), Thermostats, Thermometers
- g. Automotive Products—Cleaners, Lubricant, Solvent, Fuel, Brake Fluid, Antifreeze, Carburetor Cleaner, Metal Conditioner, Engine Degreaser, Fuel Additives, Used Motor Oil, Used Oil Filters, windshield washer fluid, transmission fluid, batteries, oily rags, polishes, waxes
- h. Paint - Aerosols, Hobby/Automotive/Household Latex and Oil-Base Paint Products including Thinner, Lacquer, Linseed Oil, Primer, Stain, Varnish, stripper caulking, glue, wood preservative
- i. Cooking Oil
- j. Microwave Ovens
- k. Batteries — Automotive and Household
- l. Personal Products — Nail Polish, Polish Remover, Rubbing Alcohol, ShoePolish, Spot Remover
- m. Scanners, Printers (desk top, non-commercial)
- n. Household Cleaners – bleach, cleaning compounds, floor stripper, draincleaner, tile remover, tile cleaner, rust remover
- o. Household/Auto Polish, Degreaser, Rug/Upholstery Cleaner, etc.
- p. Poison — Household/Garden Poison (insecticide, herbicide, fungicide), Bait, Fertilizer, etc.
- q. Fax Machines
- r. Copiers (noncommercial, desk top units only)
- s. Flammables — Automotive/Household Solvent, Fuel, Paint, Lubricant, Kerosene, Charcoal Lighter Fluid, Mineral Spirit
- t. Thermostats/Thermometers containing mercury
- u. Sharps — Including needles and lancets placed into a sealed rigid plastic Container prior to placing inside the bag.

- v. Swimming Pool chemicals – pool acid; chlorine – tablets, liquid
- w. Other Solid Waste agreed upon in writing by Contractor and City.

Program Recyclable Materials shall include the following Recyclable Materials:

- (a) Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines, catalogs; telephone books and Yellow Pages; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous- formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.
- (b) Plastic: #1 through #5 and #7 rigid plastic bottles, containers, jugs, jars, or other rigid plastics. Excludes plastic bags and Styrofoam.
- (c) Aluminum and Other Metal: Beverage container, food can, empty paint cans, bi-metal Container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Materials of a similar nature. Excludes aluminum foil.
- (d) Glass: Any glass food and beverage bottles, containers, or jars with or without paper labels, rings, and lids. Excludes window glass, porcelain, china, or ceramics.

Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.

Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Services shall mean the Collection and Processing of Program Recyclable Materials, Yard Trimmings and Program Household Hazardous Waste and Electronics.

Refuse shall mean Rubbish.

Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.

Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.

Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, leaves, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.

Senior Resident shall mean any Lucas resident aged 65 or older.

Set-out shall mean material(s) placed by a Customer for Collection by Contractor.

Shall something that is mandatory and not merely discretionary.

Single Stream shall mean commingled and not required to be subdivided by the Customer prior to Collection.

Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

- (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
- (c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, § 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.).

Solid Waste Bag shall mean Non-dissolvable plastic sack with a capacity of up to approximately thirty five (35) gallons designed or intended to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Solid Waste Bag and its contents shall not exceed forty (40) pounds.

Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste and Bulk Waste.

Special Waste shall mean waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) Containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste."

Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Set-out Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.

Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing fifty pounds (50 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

Unbundled Brush shall mean untied bundled tree, shrub, and brush trimmings. Unbundled brush cannot exceed a volume of two (2) cubic yards with no single limb greater than six (6) feet in length or weighing more than one hundred and fifty (150) pounds.

White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

Article II

Term

2.1 The Initial Term of this Agreement shall commence on October 1, 2022 (the “Commencement Date”) and continue for a period of five (5) years, unless sooner terminated as provided herein.

2.2 Upon mutual agreement, the Parties shall have the option to extend the term of this Agreement for two (2) additional three (3) year terms (each a “Renewal Term”) by providing written notice to either Party one hundred eighty days (180) prior to the expiration of the Initial or Renewal Term.

Article III

Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence. These documents shall be referred to collectively as “Contract Documents.”

- (a) This Agreement;
- (b) Contractor’s Schedule – Rates and Services (attached as Exhibit “A”)
- (c) Contractor’s Scope of Services (attached as Exhibit “B”)

Article IV

Scope of Services

4.1 Contractor is hereby granted the sole and exclusive privilege and duty within the territorial jurisdiction of the City and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Services and Recycling Services for Residential and City Facilities and to perform all of the work called for and described in Exhibit “A” and Exhibit “B.”

4.2 Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall not pass to the Contractor.

4.3 Contractor will be responsive in a timely manner to any storm events or acts of nature as requested by the City. Contractor must provide a fee schedule outlining the hourly rate for the collection of storm debris and eligible disaster debris in Exhibit "A."

Article V

Schedule

Contractor shall commence the Solid Waste Services and Recycling Services on October 1, 2022, on a weekly basis or as directed by the City.

Article VI

Rates and Billing

On a monthly basis, the Contractor agrees to bill the City the rates and fees charged under Exhibit "A", herein, for all Residential Units requiring the collection, hauling, and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement") on or before the last day of the month for which such Services were provided, commencing on October 1, 2022. Thereafter, the City will remit to the Contractor in arrears an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 30th day of each month commencing on October 1, 2022. Along with each monthly remittance, the City shall provide the Contractor with a report indicating the number and rate of Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Residential Units possessing active utility accounts within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits.

Article VII

Rate and Disposal Adjustments

7.1 All rates charged by Community Waste Disposal (Contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be limited to one adjustment per year. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for residential services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor.

The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (*see System Chart for %*)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

CNG FUEL (*see System Chart for %*)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three-month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (*see System Chart for %*)

The Disposal portion of the Annual Adjustment will be determined using the increase in the gate rate price for the GARLAND Landfill. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the GARLAND Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the GARLAND Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the GARLAND Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill’s rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	65%	55%	0%	66%	84%
CNG Fuel	5%	5%	0%	4%	5%
Disposal	30%	40%	100%	30%	11%
Total	100%	100%	100%	100%	100%

EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	84%	217.487	220.097	2.610	1.20%	1.01%
CNG Fuel Cost	5%	\$2.914	\$2.987	\$0.073	2.51%	0.13%
Disposal Cost	11%	\$20.00	\$20.40	\$0.40	2.00%	0.22%
Annual Adjustment	100%					1.36%

7.2 Contractor shall not charge City for collection services from City Facilities as described in Exhibit "A" and Exhibit "B."

Article VIII

Devotion of Time

8.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of services under this Agreement.

8.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor and shall not be reimbursed by the City unless otherwise provided herein.

8.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein. Any equipment Contractor furnishes shall remain Contractor's property. The City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City and its residents shall provide safe, unobstructed access to the equipment on the scheduled collection day.

Article IX

Non-Collection and Complaints

9.1 Contractor shall establish a reporting procedure for customer service requests, including an overview of customer interactions and complaints, and as directed by the City.

9.2 All complaints made directly to Contractor or forwarded to Contractor by City shall be given prompt and courteous attention. Contractor will answer Customer calls in a timely manner and will use commercially reasonable efforts to respond to all e-mails, written inquiries (regardless of how delivered), voice mail messages, and other Customer inquiries not later than the next business day following receipt of the inquiry. The Contractor's Customer Service Policy regarding missed pickups is provided below:

Scheduled Customers	By close of business on their scheduled service day
On-Call Customers	Within one business day (24 hours) of their call
Missed Collection (Trash, Recycling, Bulk) or Cart Delivery	1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the City: Receive same day service. 3. If driver is not in the City: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day – Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day – Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

9.3 Contractor shall be responsible for maintaining a written log of complaints, and provide the City, on a monthly basis, with a copy of the log and all complaints indicating the address, date and nature of the complaint.

9.4 City shall notify Contractor of each complaint reported to the City. It shall be the duty of the Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint and notify the City of its disposition within twenty-four (24) hours after receipt of the complaint.

9.5 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a Customer's claim of damage to private property as the result of actions of Contractor's employees, agent or subcontractors.

9.6 Contractor shall notify all Customers about complaint procedures, rules and regulations, and day(s) of collection on an annual basis and whenever there is a change in service, day(s) of collection, procedures, etc. Notice shall be in the form of printed or electronic matter distributed by Contractor or City to all Premises served by Contractor. Such changes and notice materials must be approved by the City Manager or designee prior to distribution.

9.7 Should a dispute arise between the City, Contractor and/or a Customer as to the validity of any complaint or failure by Contractor to collect Garbage or Recyclable Material, or any other non-performance question, the decision of the City on such matters shall be final and all parties agree to abide by said decision, provided, however, that when Contractor challenges any complaint or failure to perform under this Agreement, the City may, at its sole discretion, shall request a joint inspection by a representative of the City and a representative of Contractor.

9.8 It is understood and agreed by and between the City and Contractor that if any Customer maintains improper or inadequate Carts for the nature, volume or weight of Garbage to be collected from a Residential Service Unit, or if any Customer improperly places debris, bulk items or Unacceptable Waste for collection, Contractor may refrain from collecting all or a portion of such Garbage or Bulk Waste and shall notify the City and the Customer of the reason for such non-collection. When the City is notified by a Customer that Garbage or Bulk Waste has not been collected on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect Garbage or Bulk Waste without cause, Contractor shall collect the same within twenty-four (24) hours after a collection order is issued by the City.

Article X

Damage to Property

10.1 Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by Contractor. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage unless a longer period of time is approved in writing by the Contract Administrator, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

10.2 If Contractor fails to address the repair or replacement of damaged property within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage or the longer period of time approved in writing by the Contract Administrator, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

10.3 Within fifteen (15) Business Days of the Commencement Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

Article XI

Hours of Operation and Holidays

11.1 Hours of Operation. Contractor shall provide Collection to Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time and shall not extend beyond 7:00 PM, Central Time. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City. Contractor Administrator reserves the right to restrict the hours of operation based on customer complaints.

11.2 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the Scheduled Collection Day.

Article XII

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 XIII

Insurance/ Performance Bond

13.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in this Article 12 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.

13.2 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 (other than workers' compensation, or equivalent); (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.

13.3 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. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

13.4 Contractor shall deliver to City a performance bond in the amount of \$150,000.00 executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed, and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Agreement. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Agreement.

Article XIV

Indemnification

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

NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER. CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF CITY'S NEGLIGENCE.

14.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST THE CITY THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS.

14.3 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.

14.4 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.

14.5 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 XV

Termination

15.1 Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Agreement and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Agreement by delivery of written notice to Contractor. Upon such termination under this Section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Agreement for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.2 Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Agreement immediately if the Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; (iii) makes a general assignments or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Agreement and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Agreement within the required period set forth in the Bankruptcy Code.

15.3 Mutual Agreement. In the event City and Contractor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in writing.

15.4 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Agreement or otherwise granting to Contractor an exclusive Agreement and franchise for the Solid Waste Collection services to be provided herein, or an amendment to State law makes this Agreement unlawful to the extent that the Agreement grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:

(a) to terminate this Agreement, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or

(b) to continue to perform the services pursuant to this Agreement, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Agreement Fee.

If such injunction is applicable to any services provided under this Agreement other than Residential Waste Collection services, Contractor shall have the right to terminate the provision of such other services pursuant to this Agreement, but shall not be authorized to terminate the provision of Residential Waste Collection services, or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 15.4, neither Party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Agreement and arising prior to such termination date.

15.5 Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Agreement on any September 30 occurring during the Term of this Agreement if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing on October 1 for the purpose of providing residential solid waste collection services to Residential Customers. This Agreement is not, and shall not be construed as, (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

Article XVI

Miscellaneous

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

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

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

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

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

16.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

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

If intended for City:
Attn: Joni Clarke, City Manager
City of Lucas
665 Country Club Road
Lucas, Texas 75002
Phone: (972) 912-1212

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Contractor:
Community Waste Disposal, LP
Attn: Greg Roemer
2010 California Crossing Road
Dallas, Texas 75220

With Copy to:
Community Waste Disposal, LP
Attn: Jason Roemer
2010 California Crossing Road
Dallas, Texas 75220

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

16.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times and with prior written notice inspect and examine the books and records of Contractor directly related to the services performed under this Agreement 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.

16.11 Compliance with Federal, State & Local Laws. The parties 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.

16.12 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.

16.13 Incorporation of Proposal and RFP. Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Agreement shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Agreement. To the extent of any conflict between or among the language and provisions of this Agreement, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Agreement, then the RFP, then the Proposal.

16.14 Proposal Representations. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

16.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(Signature page to follow)

EXECUTED this 6th day of May, 2022.

City of Lucas, Texas

By: 
Joni Clarke, City Manager

Approved as to form:

By: 
Joseph J. Gorfilla, Jr., City Attorney

EXECUTED this 6th day of May, 2022.

Contractor

By: 
Name: Jason Roemer
Title: Vice President



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 06

Requester: Finance Director Liz Exum

Agenda Item Request

Consider adopting Ordinance 2023-02-00970 amending Code of Ordinances, Appendix C – “Fee Schedule”, Articles 19.000 and 20.000 adjusting the water and wastewater rates for a five-year period beginning March 1, 2023, through September 30, 2026.

Background Information

Staff contracted with Capex Consulting Group to complete an updated water and wastewater rate study for Fiscal Year 2021-2022 and for a forecast period of five years. The purpose of this study will be to design and implement a rate plan that will enable the water fund to meet operating and capital expenditure requirements for a five-year period beginning in Fiscal Year 2022-2023. The rate study includes the use of the following funding resources to address the \$7,500,000 capital improvement immediate needs identified in the Birkhoff Hendricks & Carter (BHC) Water Master Plan update:

• \$1,474,040	2019 Certificates of Obligation Funding
• \$2,119,314	American Recovery Plan Act (ARPA) Funding
• \$1,116,461	Partial Funding set aside for the water tower project
• <u>\$790,185</u>	Water Fund Reserves
\$5,500,000	Total potential funding sources

This study also takes into account that our wholesale provider, North Texas Municipal Water District, is increasing our wholesale water rates by 13 percent. The study considers each customer class (residential or commercial) to make sure any rate structure is just and reasonable. It also reflects national and industry standards for ratemaking as well as making sure our rates are competitive with other water providers in the area. The City Council approved the results of this study at the City Council meeting held on November 17, 2022.

Section 10.03, Regulation of Rates in the City of Lucas Home Rule Charter, calls for a public hearing for consideration of any change to rates. The public hearing was held on January 19, 2023.

Attachments/Supporting Documentation

1. Ordinance 2023-02-00970 Amending Code of Ordinances, Appendix C – “Fee Schedule” adjusting the water and wastewater rates.

Budget/Financial Impact

Varies according to usage.



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 06

Recommendation

City Staff recommends approval of Ordinance 2023-02-00970 amending Code of Ordinances Appendix C – “Fee Schedule” adjusting the water and wastewater rates for a five-year period beginning March 1, 2023, through September 30, 2026.

Motion

I make a motion to approve/deny adopting Ordinance 2023-02-00970 amending Code of Ordinances, Appendix C – “Fee Schedule” adjusting the water and wastewater rates for a five-year period beginning March 1, 2023, through September 30, 2026.



ORDINANCE 2023-02-00970

[AMENDING CODE OF ORDINANCES, APPENDIX C “FEE SCHEDULE”]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, AMENDING THE CITY OF LUCAS CODE OF ORDINANCES BY AMENDING APPENDIX C TITLED “FEE SCHEDULE” BY AMENDING ARTICLE 19.000 TITLED “WASTEWATER RATES” AND ARTICLE 20.000 TITLED “WATER AND INSTALLATION RATES” BY PROVIDING NEW RATES FOR RESIDENTIAL AND NON-RESIDENTIAL WASTEWATER AND WATER USAGE CUSTOMERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Code of Ordinances of the City of Lucas, Texas, is hereby amended by amending Appendix “C” titled “Fee Schedule” by amending Article 19.000 titled “Wastewater Rates” and Article 20.000 titled “Water and Installation Rates”, to read as follows:

**“APPENDIX C”
FEE SCHEDULE**

ARTICLE 19.000 WASTEWATER RATES

The following rates shall apply to all nonresidential customers:

Effective Date	03/01/23	10/01/23	10/01/24	10/01/25	10/01/26
5/8"	\$33.38	\$35.28	\$37.19	\$39.09	\$41.00
Meter	\$44.19	\$46.72	\$49.24	\$51.76	\$54.29
1"	\$83.47	\$88.24	\$93.01	\$97.77	\$102.54
Meter	\$133.08	\$140.68	\$148.28	\$155.88	\$163.48
1 1/2" Meter	\$162.17	\$171.43	\$180.69	\$189.95	\$199.22
2" Meter	\$375.81	\$397.27	\$418.74	\$440.20	\$461.66
3" Meter	\$457.49	\$483.62	\$509.74	\$535.87	\$562.00
4" Meter	\$850.19	\$898.74	\$947.29	\$995.85	\$1,044.40
6" Meter					
8" Meter					
*Consumption Charge					
2,001 Greater	\$6.40	\$6.72	\$7.06	\$7.41	\$7.78

*Consumption Charge – on a per monthly basis for every 1,000 gallons of water used after the first 2,000 gallons, the customer shall be charged the current consumption rate in effect. On an annual reconciled basis, if the discharge into the wastewater system by the customer exceeds the volume of water sold to the customer, the customer shall be charged the current consumption rate in effect per 1,000 gallons of wastewater discharge greater than the volume of water sold to the customer. The customer is responsible for paying for every gallon of wastewater discharge into the system regardless of the amount of water that is used by the customer.

ARTICLE 20. WATER AND INSTALLATION RATES

Sec. 20.100 Water rates for all residential customers within city limits

Effective Date	03/1/23	10/1/23	10/1/24	10/1/25	10/1/26
5/8" Meter	\$25.04	\$26.28	\$27.52	\$28.76	\$30.00
1" Meter	\$39.87	\$41.85	\$43.82	\$45.80	\$47.77
1 1/2" Meter	\$45.49	\$47.75	\$50.00	\$52.25	\$54.50
2" Meter	\$93.03	\$97.63	\$102.24	\$106.85	\$111.45
Consumption Charge					
2,001 - 3,000	\$7.31	\$7.67	\$8.06	\$8.46	\$8.88
3,001 - 4,000	\$7.31	\$7.67	\$8.06	\$8.46	\$8.88
4,001 - 5,000	\$7.31	\$7.67	\$8.06	\$8.46	\$8.88
5,001 - 6,000	\$7.77	\$8.16	\$8.57	\$9.00	\$9.45
6,001 - 7,000	\$7.77	\$8.16	\$8.57	\$9.00	\$9.45
7,001 - 10,000	\$7.77	\$8.16	\$8.57	\$9.00	\$9.45
10,001 - 11,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
11,001 - 16,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
16,001 - 20,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
20,001 - 21,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
21,001 - 25,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
25,001 - 30,000	\$8.14	\$8.55	\$8.97	\$9.42	\$9.89
30,001 - 50,000	\$8.51	\$8.93	\$9.38	\$9.85	\$10.34
50,001 - Greater	\$9.14	\$9.59	\$10.07	\$10.58	\$11.11

(Water and Installation Rates continued on the next page.)

Sec. 20.200 Water rates for all commercial customers within city limits

Effective Date	03/1/23	10/1/23	10/1/24	10/1/25	10/1/26
5/8" Meter	\$26.28	\$27.58	\$28.88	\$30.19	\$31.49
1" Meter	\$42.45	\$44.55	\$46.66	\$48.76	\$50.86
1 1/2" Meter	\$62.02	\$65.09	\$68.16	\$71.24	\$74.31
2" Meter	\$131.30	\$137.80	\$144.31	\$150.81	\$157.31
3" Meter	\$208.32	\$218.63	\$228.95	\$239.26	\$249.58
4" Meter	\$388.23	\$407.45	\$426.68	\$445.90	\$465.13
6" Meter	\$572.34	\$600.69	\$629.03	\$657.37	\$685.71
8" Meter	\$1,151.00	\$1,208.00	\$1,264.99	\$1,321.99	\$1,378.99
Consumption Charge					
2,001 - 3,000	\$7.75	\$8.26	\$8.79	\$9.36	\$9.97
3,001 - 4,000	\$7.75	\$8.26	\$8.79	\$9.36	\$9.97
4,001 - 5,000	\$7.75	\$8.26	\$8.79	\$9.36	\$9.97
5,001 - 6,000	\$8.23	\$8.77	\$9.34	\$9.95	\$10.59
6,001 - 7,000	\$8.23	\$8.77	\$9.34	\$9.95	\$10.59
7,001 - 10,000	\$8.23	\$8.77	\$9.34	\$9.95	\$10.59
10,001 - 11,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
11,001 - 16,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
16,001 - 20,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
20,001 - 21,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
21,001 - 25,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
25,001 - 30,000	\$8.61	\$9.17	\$9.77	\$10.40	\$11.08
30,001 - 50,000	\$8.99	\$9.58	\$10.20	\$10.86	\$11.57
50,001 - 100,000	\$9.16	\$9.76	\$10.39	\$11.07	\$11.78
100,001 - Greater	\$9.44	\$10.05	\$10.70	\$11.40	\$12.14

(Water and Installation Rates continued on the next page.)

Sec. 20.300 Water rates for out-of-city residential

Effective Date	03/1/23	10/1/23	10/1/24	10/1/25	10/1/26
5/8" Meter	\$37.56	\$39.42	\$41.28	\$43.14	\$45.00
1" Meter	\$59.82	\$62.78	\$65.75	\$68.71	\$71.67
1 1/2" Meter	\$68.23	\$71.61	\$74.99	\$78.37	\$81.75
2" Meter	\$139.55	\$146.47	\$153.38	\$160.29	\$167.20
Consumption Charge					
2,001 - 3,000	\$11.99	\$12.59	\$13.22	\$13.88	\$14.57
3,001 - 4,000	\$11.99	\$12.59	\$13.22	\$13.88	\$14.57
4,001 - 5,000	\$11.99	\$12.59	\$13.22	\$13.88	\$14.57
5,001 - 6,000	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
6,001 - 7,000	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
7,001 - 10,000	\$12.75	\$13.39	\$14.06	\$14.76	\$15.50
10,001 - 11,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
11,001 - 16,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
16,001 - 20,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
20,001 - 21,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
21,001 - 25,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
25,001 - 30,000	\$13.35	\$14.02	\$14.72	\$15.45	\$16.23
30,001 - 50,000	\$13.95	\$14.65	\$15.38	\$16.15	\$16.95
50,001 Greater	\$14.98	\$15.73	\$16.52	\$17.35	\$18.21

(Water and Installation Rates continued on the next page.)

Sec. 20.400 Water rates for out-of-city commercial

Effective Date	03/1/23	10/1/23	10/1/24	10/1/25	10/1/26
Min. Charge 0 - 2,000 Gallons					
5/8" Meter	\$39.42	\$41.37	\$43.33	\$45.28	\$47.23
1" Meter	\$63.68	\$66.83	\$69.99	\$73.14	\$76.29
1 1/2" Meter	\$93.03	\$97.64	\$102.25	\$106.85	\$111.46
2" Meter	\$196.95	\$206.71	\$216.46	\$226.21	\$235.97
3" Meter	\$312.47	\$327.95	\$343.42	\$358.90	\$374.37
4" Meter	\$582.34	\$611.18	\$640.01	\$668.85	\$697.69
6" Meter	\$858.51	\$901.03	\$943.54	\$986.06	\$1,028.57
8" Meter	\$1,726.50	\$1,811.99	\$1,897.49	\$1,982.99	\$2,068.49
Consumption Charge					
2,001 - 3,000	\$12.71	\$13.54	\$14.42	\$15.36	\$16.35
3,001 - 4,000	\$12.71	\$13.54	\$14.42	\$15.36	\$16.35
4,001 - 5,000	\$12.71	\$13.54	\$14.42	\$15.36	\$16.35
5,001 - 6,000	\$13.50	\$14.38	\$15.32	\$16.31	\$17.37
6,001 - 7,000	\$13.50	\$14.38	\$15.32	\$16.31	\$17.37
7,001 - 10,000	\$13.50	\$14.38	\$15.32	\$16.31	\$17.37
10,001 - 11,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
11,001 - 16,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
16,001 - 20,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
20,001 - 21,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
21,001 - 25,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
25,001 - 30,000	\$14.13	\$15.04	\$16.02	\$17.06	\$18.17
30,001 - 50,000	\$14.75	\$15.71	\$16.73	\$17.81	\$18.97
50,001 - 100,000	\$15.02	\$16.00	\$17.04	\$18.15	\$19.33
100,001 - Greater	\$15.47	\$16.48	\$17.55	\$18.69	\$19.91

Sec. 20.500 Out-of-city rates

Out-of-city rates shall be calculated as:

- (1) Minimum charge: 1.5 times in-city rate.
- (2) Volumetric rate per thousand gallons: 1.64 times in-city rate.

Sec. 20.600 Water and utilities installation rates

- a. 1" meter: \$2,100.00.
- b. 2" meter: \$4,200.00.
- c. 3" meter: \$6,300.00.

- d. 4" meter: \$8,400.00.
- e. Tap: \$500.00.
- f. Standard bore: \$1,000.00.
- g. Nonstandard bore: Cost + 20%.
- h. Reread: \$25.00.
- i. Disconnect water service: \$25.00.
- j. Reconnect water service: \$25.00.
- k. Late fee: \$25.00.
- l. NSF returned check: \$25.00.
- m. Meter tampering: \$500.00.
- n. Meter testing: \$500.00 (fee charged if found to be accurate within 3%. No charge if inaccurate).
- o. Replacement for damaged meter: \$600.00.
- p. Fire hydrant meter deposit: \$1,500.00 (includes backflow preventer + rental and water).
- q. Fire hydrant monthly rental: \$50.00.
- r. Fire hydrant meter water usage (per current water rate schedule): Current rate.
- s. Required deposit for in-city water service: \$100.00.
- t. Required deposit for out-of-city water service: \$125.00.
- u. Water meter upgrade 3/4" to 1": \$600.00.
- v. Water meter upgrade 3/4 or 1" to 2": \$1,200.00.

Sec. 20.700 Drought contingency surcharge

During a stage 3 or stage 4 drought response stage, water used in excess of 25,000 gallons per month will be billed a \$3.50 surcharge per 1,000 gallons as set forth in the city's drought contingency.

Sec. 20.800 Administrative remedies for violations

- (a) First offense: \$200.00.
- (b) Second offense: \$400.00.
- (c) Third offense: \$600.00.
- (d) Fourth and subsequent offenses: \$2,000.00.

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 are not in conflict herewith shall remain in full force and effect.

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

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

Section 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for the in the City of Lucas Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 6. 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 16TH DAY OF FEBRUARY, 2023.

APPROVED:

Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

Joseph J. Gorfida, Jr., City Attorney

Erin Day, City Secretary



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 07

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider the approval of amending the fiscal year 2022-2023 budget by appropriating funding in the amount of \$60,000 from Unrestricted General Fund Reserves to Account 11-8210-421 (Vehicles) for the purchase of one-ton pickup truck with a utility bed for Public Works.

Background Information

In the fiscal year 2022-2023 budget, Public Works received approval and funding in the amount of \$55,000 to purchase one-ton pickup truck with a utility bed. City staff have been unable to purchase a vehicle with the specification due to lack of inventory. The cost of the one-ton pickup truck with a utility bed has increased substantially and will cost approximately \$80,000 with trade-in. To be able to acquire this vehicle, the City has been advised that the truck would need to be ordered as soon as possible, as it is very possible that it could take a year to fulfill the request.

The Vehicle & Equipment Committee has Public Works scheduled to acquire a three-quarter ton pickup truck with a utility bed in fiscal year 2023-2024. The cost of this vehicle is approximately \$38,500 with trade-in and this vehicle is currently available.

The City was able to locate a three-quarter ton pickup truck with a utility bed and due to the difficulty in locating these types of trucks, purchased this vehicle. To ensure the Public Works Department can obtain the necessary vehicles in a timely manner, staff is requesting that City Council appropriate an additional \$60,000 to allow us to proceed with ordering the one-ton pickup truck with a utility bed.

Attachments/Supporting Documentation

1. General Fund Reserves Trend

Budget/Financial Impact

Purchase one-ton pickup truck with a utility bed	\$76,500 (with trade-in)
Purchase three-quarter ton pickup truck with a utility bed	<u>\$38,500</u> (with trade-in)
Total Needed	\$115,000
Funds appropriated in 11-8210-421 Vehicles	<u>(\$55,000)</u>
Additional Funding Requested	\$60,000



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 07

Recommendation

Staff recommends an additional appropriation in the amount of \$60,000 from Unrestricted General Fund Reserves to Account 11-8210-421 (Vehicles) for the purchase of one-ton pickup truck with a utility bed for Public Works.

Motion

I make a motion to approve/deny amending the fiscal year 2022-2023 budget by appropriating funding in the amount of \$60,000 from Unrestricted General Fund Reserves to Account 11-8210-421 (Vehicles) for the purchase of one-ton pickup truck with a utility bed for Public Works.

City of Lucas
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022	Projected 2022-2023
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 10,085,127	\$ 9,819,059	\$ 9,819,059
Adjusted For:										
Projected Excess Fund Balance FY 22-23 (Revenue vs. Expense)										\$ 1,422
Additional Restrictions:										
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)						
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -			
FY 20-21 Development Services Software carry-over								\$ (34,843)		
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)		
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)						
CC 9-15-22 Reserves for Orchard Rd Culvert (FY 22-23)										\$ (374,000)
CC 9-15-22 Reserves for Rimrock Detention (FY 22-23)										\$ (198,000)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,982,471	\$ 9,819,059	\$ 9,248,481
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	18.3	16.4	13.4
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,572,478)	\$ (4,132,804)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,736,883	\$ 6,246,581	\$ 5,115,677
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	12.3	10.4	7.4
Restricted during Fiscal Year Audit:										
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 85,892	\$ 84,760
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 37,228	\$ 38,360
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ 31,464	\$ 31,464
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,724,913	\$ 1,418,424
Restricted Water Rescue (3105-32)							\$ 120,000			
Restricted Bldg Improvements (3105-33)									\$ 243,069	\$ -
Restricted FD Equipment (3105-34)								\$ 16,379	\$ 13,130	\$ -
Restricted Capital Outlay (3105-36)									\$ 611,682	\$ -
Restricted Impact Fee Study(3105-37)									\$ 24,000	\$ -
Restricted Records Mgmt(3105-38)									\$ 13,903	\$ -
Restricted Drainage (3105-39)									\$ 257,379	\$ -
Restricted Cares Funding (3105.40)							\$ 89,755			
Restricted LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 280,509	\$ 280,509
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000	\$ 250,000
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,098	\$ 3,573,169	\$ 2,103,517



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 08

Requester: Public Works Director Scott Holden, PE
CIP Manager Patrick Hubbard

Agenda Item Request

Consider the following items as it relates to the Bait Shop Waterline Relocation Project:

- A. Appropriate \$168,204 from Unrestricted Water Fund Reserves to Account FY 22-23 budget Account 21-8210-490-129 (Bait Shop Waterline Relocation), resulting in a total project cost of \$1,302,750.
- B. Award the bid and authorize the Mayor to enter into an agreement with J&L Construction for the construction of the Bait Shop Waterline Relocation in an amount not to exceed \$1,184,318.
- C. Encumber a 10% contingency totaling \$118,432 to be reserved by the city to cover any unforeseen project expenses.

Background Information

Following the opening and tabulation of bids for RFP #027-22, Bait Shop Waterline Relocation, City of Lucas staff and the design engineer Huitt-Zollars, Inc. have determined that the contractor J&L Construction has supplied the best proposal and staff therefore recommend awarding said contract to J&L Construction. This project received eight bids.

The Project Description is as follows: “Waterline relocation of a 12” water line along West/East Lucas Road (FM 1378/FM 3286) and Southview Drive (FM 1378) as a part of the TxDOT FM 1378/FM 3286 Intersection Improvements project. The waterline relocation is along Prado Verde Drive and the east side of Southview Drive (FM 1378) and a short section along the south side of East Lucas Road (FM 3286) east of Southview Drive (FM 1378).”

Construction will begin on or before March 16, 2023, with completion projected on or before September 12, 2023.

Attachments/Supporting Documentation

1. Award Recommendation Letter, Huitt-Zollars, Inc.
2. Bid Tabulation for RFP #027-22
3. Water Fund Reserves Trend

Budget/Financial Impact

The contract will be in the amount of \$1,184,318, funded on a not-to-exceed basis. The contingency of \$118,432 is not part of the awarded contract and is reserved separately by the City for use on unforeseen expenses. Funding sources identified include:



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 08

- \$1,134,546 from Restricted Water Fund Reserves approved at the June 16, 2022, City Council Meeting.
- \$168,204 from Unrestricted Water Fund Reserves (additional funding needed).

This results in an overall total of \$1,302,750.

Recommendations

It is the recommendation of staff and design engineer Huitt-Zollars, Inc. to enter into a construction contract with J&L Construction for the Bait Shop Waterline Relocation.

Motion

I make a motion to approve/deny the following items as it relates to the Bait Shop Waterline Relocation Project:

- A. Appropriate \$168,204 from Unrestricted Water Fund Reserves to Account FY 22-23 budget Account 21-8210-490-129 (Bait Shop Waterline Relocation), resulting in a total project cost of \$1,302,750.
- B. Award the bid and authorize the Mayor to enter into an agreement with J&L Construction for the construction of the Bait Shop Waterline Relocation in an amount not to exceed \$1,184,318.
- C. Encumber a 10% contingency totaling \$118,432 to be reserved by the city to cover any unforeseen project expenses.

February 7, 2023

Mr. Scott Holden, P.E.
Director of Public Works
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Ref: City of Lucas Bait Shop Waterline Relocation

Dear Mr. Holden:

Bids were received at the City of Lucas on January 26, 2023 for the above referenced project. Eight (8) bids were received and opened publically and the low bidder was submitted by J&L Construction LLC.

We have reviewed and tabulated the bid proposals, a copy is attached and the low bid is \$1,184,317.86. Additionally, we have contacted three (3) references as provided and all had positive responses. Lastly, the contractor bonding company, Great MidWest Insurance Company had indicated that J&L Construction has a been approved for a bonding amount of \$3,000,000.

It appears the bid and references are in order and we recommend the selection of J&L Construction LLC as the Contractor for the referenced project.

Please call if you have any questions.

Sincerely
Huitt-Zollars, Inc.



John Ho, P.E., F.NSPE
Vice President

Attachments

					J&L CONSTRUCTION		TIMCO	
ITEM NO.	PAVING IMPROVEMENTS DESCRIPTION	UNIT	QUANTITY	AVERAGE UNIT PRICE	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
	PAVING IMPROVEMENTS							
100	MOBILIZATION	LS	1	\$ 40,893.63	\$ 37,149.00	\$ 37,149.00	\$ 40,000.00	\$ 40,000.00
101	SITE PREPARATION	LS	1	\$ 33,181.38	\$ 1,951.00	\$ 1,951.00	\$ 15,000.00	\$ 15,000.00
102	REMOVE AND DISPOSE OF CHAIN-LINK FENCE ON CITY OF LUCAS/BASSLER PROPERTY LINE	LF	225	\$ 20.83	\$ 4.60	\$ 1,035.00	\$ 20.00	\$ 4,500.00
103	2" C-900 DR-14 PVC WATER MAIN	LF	12	\$ 109.13	\$ 61.00	\$ 732.00	\$ 60.00	\$ 720.00
104	4" C-900 DR-14 PVC WATER MAIN	LF	521	\$ 73.72	\$ 61.77	\$ 32,182.17	\$ 50.00	\$ 26,050.00
105	6" C-900 DR-14 PVC WATER MAIN	LF	109	\$ 86.58	\$ 54.60	\$ 5,951.40	\$ 55.00	\$ 5,995.00
106	12" C-900 DR-14 PVC WATER MAIN	LF	3,211	\$ 164.39	\$ 157.11	\$ 504,480.21	\$ 154.00	\$ 494,494.00
107	12" C-900 DR-14 PVC WATER MAIN WITH 21" STEEL ENCASEMENT (1/2" THICK) B.O.T.O.C.	LF	292	\$ 640.35	\$ 760.78	\$ 222,147.76	\$ 562.00	\$ 164,104.00
108	12" C-900 DR-14 PVC WATER MAIN BY WET BORE	LF	250	\$ 300.89	\$ 189.12	\$ 47,280.00	\$ 270.00	\$ 67,500.00
109	1" WATER SERVICE	EA	18	\$ 2,003.54	\$ 2,078.33	\$ 37,409.94	\$ 2,200.00	\$ 39,600.00
110	4" GATE VALVE	EA	2	\$ 2,051.06	\$ 1,708.50	\$ 3,417.00	\$ 2,100.00	\$ 4,200.00
111	6" GATE VALVE	EA	8	\$ 2,464.67	\$ 1,867.38	\$ 14,939.04	\$ 2,200.00	\$ 17,600.00
112	12" GATE VALVE	EA	13	\$ 4,786.48	\$ 4,441.85	\$ 57,744.05	\$ 5,200.00	\$ 67,600.00
113	2" BLOW OFF FLUSH VALVE ASSEMBLY	EA	2	\$ 5,432.69	\$ 4,161.50	\$ 8,323.00	\$ 3,700.00	\$ 7,400.00
114	FIRE HYDRANT ASSEMBLY	EA	8	\$ 6,977.03	\$ 7,366.25	\$ 58,930.00	\$ 7,750.00	\$ 62,000.00
115	REMOVE AND DELIVER EX. FIRE HYDRANT	EA	6	\$ 1,097.35	\$ 928.83	\$ 5,572.98	\$ 2,500.00	\$ 15,000.00
116	REMOVE EX. 12" WATER MAIN	EALF	2,480	\$ 31.88	\$ 15.00	\$ 37,200.00	\$ 20.00	\$ 49,600.00
117	ABANDON EX. 12" WATER MAIN	LF	485	\$ 17.64	\$ 14.15	\$ 6,862.75	\$ 10.00	\$ 4,850.00
118	CONNECT TO EX. WATER MAIN	EA	3	\$ 4,334.38	\$ 3,925.00	\$ 11,775.00	\$ 2,500.00	\$ 7,500.00
119	CUT & PLUG EXISTING WATER MAIN	EA	26	\$ 1,586.68	\$ 693.42	\$ 18,028.92	\$ 1,000.00	\$ 26,000.00
120	WATER TESTING	LS	1	\$ 11,348.75	\$ 4,790.00	\$ 4,790.00	\$ 5,000.00	\$ 5,000.00
121	4" TOP SOIL	SY	2,442	\$ 14.06	\$ 9.25	\$ 22,588.50	\$ 18.75	\$ 45,787.50
122	BLOCK SOD	SY	2,442	\$ 15.49	\$ 10.67	\$ 26,056.14	\$ 18.00	\$ 43,956.00
123	SWPPP	LS	1	\$ 12,467.38	\$ 8,239.00	\$ 8,239.00	\$ 5,000.00	\$ 5,000.00
124	MATERIAL TESTING	LS	1	\$ 13,649.63	\$ 4,697.00	\$ 4,697.00	\$ 5,000.00	\$ 5,000.00
125	TRAFFIC CONTROL	LS	1	\$ 15,104.50	\$ 4,836.00	\$ 4,836.00	\$ 7,500.00	\$ 7,500.00
TOTAL BASE BID					\$	1,184,317.86	\$	1,231,956.50

					DICKERSON CONSTRUCTION		CANARY CONSTRUCTION	
ITEM NO.	PAVING IMPROVEMENTS DESCRIPTION	UNIT	QUANTITY	AVERAGE UNIT PRICE	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
	PAVING IMPROVEMENTS							
100	MOBILIZATION	LS	1	\$ 40,893.63	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
101	SITE PREPARATION	LS	1	\$ 33,181.38	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
102	REMOVE AND DISPOSE OF CHAIN-LINK FENCE ON CITY OF LUCAS/BASSLER PROPERTY LINE	LF	225	\$ 20.83	\$ 15.00	\$ 3,375.00	\$ 25.00	\$ 5,625.00
103	2" C-900 DR-14 PVC WATER MAIN	LF	12	\$ 109.13	\$ 200.00	\$ 2,400.00	\$ 65.00	\$ 780.00
104	4" C-900 DR-14 PVC WATER MAIN	LF	521	\$ 73.72	\$ 59.00	\$ 30,739.00	\$ 62.00	\$ 32,302.00
105	6" C-900 DR-14 PVC WATER MAIN	LF	109	\$ 86.58	\$ 75.00	\$ 8,175.00	\$ 68.00	\$ 7,412.00
106	12" C-900 DR-14 PVC WATER MAIN	LF	3,211	\$ 164.39	\$ 133.00	\$ 427,063.00	\$ 190.00	\$ 610,090.00
107	12" C-900 DR-14 PVC WATER MAIN WITH 21" STEEL ENCASEMENT (1/2" THICK) B.O.T.O.C.	LF	292	\$ 640.35	\$ 670.00	\$ 195,640.00	\$ 650.00	\$ 189,800.00
108	12" C-900 DR-14 PVC WATER MAIN BY WET BORE	LF	250	\$ 300.89	\$ 350.00	\$ 87,500.00	\$ 265.00	\$ 66,250.00
109	1" WATER SERVICE	EA	18	\$ 2,003.54	\$ 2,750.00	\$ 49,500.00	\$ 2,000.00	\$ 36,000.00
110	4" GATE VALVE	EA	2	\$ 2,051.06	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00
111	6" GATE VALVE	EA	8	\$ 2,464.67	\$ 2,200.00	\$ 17,600.00	\$ 1,850.00	\$ 14,800.00
112	12" GATE VALVE	EA	13	\$ 4,786.48	\$ 4,250.00	\$ 55,250.00	\$ 4,200.00	\$ 54,600.00
113	2" BLOW OFF FLUSH VALVE ASSEMBLY	EA	2	\$ 5,432.69	\$ 2,500.00	\$ 5,000.00	\$ 4,500.00	\$ 9,000.00
114	FIRE HYDRANT ASSEMBLY	EA	8	\$ 6,977.03	\$ 3,800.00	\$ 30,400.00	\$ 7,500.00	\$ 60,000.00
115	REMOVE AND DELIVER EX. FIRE HYDRANT	EA	6	\$ 1,097.35	\$ 500.00	\$ 3,000.00	\$ 650.00	\$ 3,900.00
116	REMOVE EX. 12" WATER MAIN	EALF	2,480	\$ 31.88	\$ 40.00	\$ 99,200.00	\$ 5.00	\$ 12,400.00
117	ABANDON EX. 12" WATER MAIN	LF	485	\$ 17.64	\$ 5.00	\$ 2,425.00	\$ 5.00	\$ 2,425.00
118	CONNECT TO EX. WATER MAIN	EA	3	\$ 4,334.38	\$ 3,000.00	\$ 9,000.00	\$ 3,500.00	\$ 10,500.00
119	CUT & PLUG EXISTING WATER MAIN	EA	26	\$ 1,586.68	\$ 1,250.00	\$ 32,500.00	\$ 950.00	\$ 24,700.00
120	WATER TESTING	LS	1	\$ 11,348.75	\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00
121	4" TOP SOIL	SY	2,442	\$ 14.06	\$ 13.50	\$ 32,967.00	\$ 5.00	\$ 12,210.00
122	BLOCK SOD	SY	2,442	\$ 15.49	\$ 12.25	\$ 29,914.50	\$ 12.00	\$ 29,304.00
123	SWPPP	LS	1	\$ 12,467.38	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
124	MATERIAL TESTING	LS	1	\$ 13,649.63	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
125	TRAFFIC CONTROL	LS	1	\$ 15,104.50	\$ 22,000.00	\$ 22,000.00	\$ 6,500.00	\$ 6,500.00
TOTAL BASE BID					\$	1,234,648.50	\$	1,295,598.00

					EXCEL 4 CONSTRUCTION		HAYES CONSTRUCTION	
ITEM NO.	PAVING IMPROVEMENTS DESCRIPTION	UNIT	QUANTITY	AVERAGE UNIT PRICE	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
	PAVING IMPROVEMENTS							
100	MOBILIZATION	LS	1	\$ 40,893.63	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
101	SITE PREPARATION	LS	1	\$ 33,181.38	\$ 60,000.00	\$ 60,000.00	\$ 2,500.00	\$ 2,500.00
102	REMOVE AND DISPOSE OF CHAIN-LINK FENCE ON CITY OF LUCAS/BASSLER PROPERTY LINE	LF	225	\$ 20.83	\$ 12.00	\$ 2,700.00	\$ 10.00	\$ 2,250.00
103	2" C-900 DR-14 PVC WATER MAIN	LF	12	\$ 109.13	\$ 47.00	\$ 564.00	\$ 40.00	\$ 480.00
104	4" C-900 DR-14 PVC WATER MAIN	LF	521	\$ 73.72	\$ 47.00	\$ 24,487.00	\$ 70.00	\$ 36,470.00
105	6" C-900 DR-14 PVC WATER MAIN	LF	109	\$ 86.58	\$ 70.00	\$ 7,630.00	\$ 85.00	\$ 9,265.00
106	12" C-900 DR-14 PVC WATER MAIN	LF	3,211	\$ 164.39	\$ 156.00	\$ 500,916.00	\$ 160.00	\$ 513,760.00
107	12" C-900 DR-14 PVC WATER MAIN WITH 21" STEEL ENCASEMENT (1/2" THICK) B.O.T.O.C.	LF	292	\$ 640.35	\$ 645.00	\$ 188,340.00	\$ 635.00	\$ 185,420.00
108	12" C-900 DR-14 PVC WATER MAIN BY WET BORE	LF	250	\$ 300.89	\$ 208.00	\$ 52,000.00	\$ 300.00	\$ 75,000.00
109	1" WATER SERVICE	EA	18	\$ 2,003.54	\$ 1,300.00	\$ 23,400.00	\$ 2,700.00	\$ 48,600.00
110	4" GATE VALVE	EA	2	\$ 2,051.06	\$ 1,800.00	\$ 3,600.00	\$ 2,800.00	\$ 5,600.00
111	6" GATE VALVE	EA	8	\$ 2,464.67	\$ 2,000.00	\$ 16,000.00	\$ 3,600.00	\$ 28,800.00
112	12" GATE VALVE	EA	13	\$ 4,786.48	\$ 4,700.00	\$ 61,100.00	\$ 6,000.00	\$ 78,000.00
113	2" BLOW OFF FLUSH VALVE ASSEMBLY	EA	2	\$ 5,432.69	\$ 6,800.00	\$ 13,600.00	\$ 9,800.00	\$ 19,600.00
114	FIRE HYDRANT ASSEMBLY	EA	8	\$ 6,977.03	\$ 7,200.00	\$ 57,600.00	\$ 8,200.00	\$ 65,600.00
115	REMOVE AND DELIVER EX. FIRE HYDRANT	EA	6	\$ 1,097.35	\$ 200.00	\$ 1,200.00	\$ 500.00	\$ 3,000.00
116	REMOVE EX. 12" WATER MAIN	EALF	2,480	\$ 31.88	\$ 15.00	\$ 37,200.00	\$ 40.00	\$ 99,200.00
117	ABANDON EX. 12" WATER MAIN	LF	485	\$ 17.64	\$ 27.00	\$ 13,095.00	\$ 40.00	\$ 19,400.00
118	CONNECT TO EX. WATER MAIN	EA	3	\$ 4,334.38	\$ 6,000.00	\$ 18,000.00	\$ 2,250.00	\$ 6,750.00
119	CUT & PLUG EXISTING WATER MAIN	EA	26	\$ 1,586.68	\$ 1,500.00	\$ 39,000.00	\$ 800.00	\$ 20,800.00
120	WATER TESTING	LS	1	\$ 11,348.75	\$ 30,000.00	\$ 30,000.00	\$ 2,500.00	\$ 2,500.00
121	4" TOP SOIL	SY	2,442	\$ 14.06	\$ 10.00	\$ 24,420.00	\$ 11.00	\$ 26,862.00
122	BLOCK SOD	SY	2,442	\$ 15.49	\$ 9.00	\$ 21,978.00	\$ 12.00	\$ 29,304.00
123	SWPPP	LS	1	\$ 12,467.38	\$ 50,000.00	\$ 50,000.00	\$ 4,500.00	\$ 4,500.00
124	MATERIAL TESTING	LS	1	\$ 13,649.63	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
125	TRAFFIC CONTROL	LS	1	\$ 15,104.50	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BASE BID					\$	1,303,830.00	\$	1,353,661.00

					ATKINS BROS.		GROD	
ITEM NO.	PAVING IMPROVEMENTS DESCRIPTION	UNIT	QUANTITY	AVERAGE UNIT PRICE	UNIT PRICE	BID TOTAL	UNIT PRICE	BID TOTAL
	PAVING IMPROVEMENTS							
100	MOBILIZATION	LS	1	\$ 40,893.63	\$ 5,000.00	\$ 5,000.00	\$ 65,000.00	\$ 65,000.00
101	SITE PREPARATION	LS	1	\$ 33,181.38	\$ 1,000.00	\$ 1,000.00	\$ 150,000.00	\$ 150,000.00
102	REMOVE AND DISPOSE OF CHAIN-LINK FENCE ON CITY OF LUCAS/BASSLER PROPERTY LINE	LF	225	\$ 20.83	\$ 20.00	\$ 4,500.00	\$ 60.00	\$ 13,500.00
103	2" C-900 DR-14 PVC WATER MAIN	LF	12	\$ 109.13	\$ 100.00	\$ 1,200.00	\$ 300.00	\$ 3,600.00
104	4" C-900 DR-14 PVC WATER MAIN	LF	521	\$ 73.72	\$ 110.00	\$ 57,310.00	\$ 130.00	\$ 67,730.00
105	6" C-900 DR-14 PVC WATER MAIN	LF	109	\$ 86.58	\$ 120.00	\$ 13,080.00	\$ 165.00	\$ 17,985.00
106	12" C-900 DR-14 PVC WATER MAIN	LF	3,211	\$ 164.39	\$ 190.00	\$ 610,090.00	\$ 175.00	\$ 561,925.00
107	12" C-900 DR-14 PVC WATER MAIN WITH 21" STEEL ENCASEMENT (1/2" THICK) B.O.T.O.C.	LF	292	\$ 640.35	\$ 450.00	\$ 131,400.00	\$ 750.00	\$ 219,000.00
108	12" C-900 DR-14 PVC WATER MAIN BY WET BORE	LF	250	\$ 300.89	\$ 275.00	\$ 68,750.00	\$ 550.00	\$ 137,500.00
109	1" WATER SERVICE	EA	18	\$ 2,003.54	\$ 1,000.00	\$ 18,000.00	\$ 2,000.00	\$ 36,000.00
110	4" GATE VALVE	EA	2	\$ 2,051.06	\$ 1,000.00	\$ 2,000.00	\$ 3,500.00	\$ 7,000.00
111	6" GATE VALVE	EA	8	\$ 2,464.67	\$ 2,000.00	\$ 16,000.00	\$ 4,000.00	\$ 32,000.00
112	12" GATE VALVE	EA	13	\$ 4,786.48	\$ 4,000.00	\$ 52,000.00	\$ 5,500.00	\$ 71,500.00
113	2" BLOW OFF FLUSH VALVE ASSEMBLY	EA	2	\$ 5,432.69	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00
114	FIRE HYDRANT ASSEMBLY	EA	8	\$ 6,977.03	\$ 8,000.00	\$ 64,000.00	\$ 6,000.00	\$ 48,000.00
115	REMOVE AND DELIVER EX. FIRE HYDRANT	EA	6	\$ 1,097.35	\$ 1,000.00	\$ 6,000.00	\$ 2,500.00	\$ 15,000.00
116	REMOVE EX. 12" WATER MAIN	EALF	2,480	\$ 31.88	\$ 70.00	\$ 173,600.00	\$ 50.00	\$ 124,000.00
117	ABANDON EX. 12" WATER MAIN	LF	485	\$ 17.64	\$ 10.00	\$ 4,850.00	\$ 30.00	\$ 14,550.00
118	CONNECT TO EX. WATER MAIN	EA	3	\$ 4,334.38	\$ 6,000.00	\$ 18,000.00	\$ 7,500.00	\$ 22,500.00
119	CUT & PLUG EXISTING WATER MAIN	EA	26	\$ 1,586.68	\$ 3,000.00	\$ 78,000.00	\$ 3,500.00	\$ 91,000.00
120	WATER TESTING	LS	1	\$ 11,348.75	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
121	4" TOP SOIL	SY	2,442	\$ 14.06	\$ 40.00	\$ 97,680.00	\$ 5.00	\$ 12,210.00
122	BLOCK SOD	SY	2,442	\$ 15.49	\$ 30.00	\$ 73,260.00	\$ 20.00	\$ 48,840.00
123	SWPPP	LS	1	\$ 12,467.38	\$ 1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 20,000.00
124	MATERIAL TESTING	LS	1	\$ 13,649.63	\$ 3,000.00	\$ 3,000.00	\$ 45,000.00	\$ 45,000.00
125	TRAFFIC CONTROL	LS	1	\$ 15,104.50	\$ 8,000.00	\$ 8,000.00	\$ 45,000.00	\$ 45,000.00
TOTAL BASE BID					\$	1,529,720.00	\$	1,905,840.00

City of Lucas
Water Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022	Projected 2022-2023
Unrestricted Cash Balance per Audit Report	\$ 3,382,193	\$ 4,295,531	\$ 5,579,746	\$ 5,548,487	\$ 5,996,412	\$ 6,215,622	\$ 6,945,017	\$ 7,276,317	\$ 8,106,958	\$ 8,106,958
Adjusted For:										
Projected Excess Fund Balance FY 22-23										\$ 11,193
Additional Restrictions:										
FY 22-23 Rollover Water Operations										
Customer Deposits	\$ (209,565)	\$ (223,300)	\$ (239,250)	\$ (245,600)	\$ (247,600)	\$ (256,220)				
Reserve Balance Prior to GASB 54 Requirement	\$ 3,172,628	\$ 4,072,231	\$ 5,340,496	\$ 5,302,887	\$ 5,748,812	\$ 5,959,402	\$ 6,945,017	\$ 7,276,317	\$ 8,106,958	\$ 8,118,151
Reserve Balance in Operating Months	13	15	19	16	18	18	20	21	20	19
50% Current Year Water Fund Expenditures (6 months)	\$ (1,397,368)	\$ (1,605,672)	\$ (1,656,470)	\$ (1,897,744)	\$ (1,949,722)	\$ (1,983,894)	\$ (2,081,761)	\$ (2,127,754)	\$ (2,416,524)	\$ (2,561,351)
Reserve Balance After GASB 54 Requirement	\$ 1,775,260	\$ 2,466,559	\$ 3,684,026	\$ 3,405,143	\$ 3,799,090	\$ 3,975,508	\$ 4,863,256	\$ 5,148,563	\$ 5,690,434	\$ 5,556,800
Reserve Balance in Operating Months	7	9	13	10	12	12	14	15	14	13
Restricted during Fiscal Year Audit:										
Capital Project Funding approved (3-2-17)/(51-1007-50/3105)					\$ 120,979	\$ 120,979	\$ 120,979	\$ 120,979	\$ 120,979	\$ -
Reserve Funding Bait Shop Water Line(51-1007-75/51-3106-75)								\$ 31,118		
Impact Fees (Lakeview Downs) (51-1001-75)/(51-3106-10)							\$ 27,500	\$ 33,000	\$ 11,000	\$ 11,000
Impact Fees (Capital Projects) (51-1001)/(51-3106-15)								\$ 352,448	\$ 447,709	\$ -
Debt Service (51-1007-40)/(51-1008)/(51-3106)	\$ 360,000	\$ 365,000	\$ 375,000	\$ 425,000	\$ 435,000	\$ 477,800	\$ 515,000	\$ 495,000	\$ 410,000	\$ 410,000
Impact Fee Study (51-1007-70/51-3106-70)									\$ 23,040	
Project Mgmt (51-1007-70)						\$ 69,945	\$ 17,486			
Bait Shop Waterline Restricted (51-1007-75/51-3106-75)									\$ 1,148,202	
Water Operations Restricted (51-1007-60/51-3106-60)									\$ 35,826	
Customer Deposits (51-1012)/(51-3106-20)							\$ 258,400	\$ 278,625	\$ 287,600	\$ 287,600
Reserve Restricted per Audit Report	\$ 360,000	\$ 365,000	\$ 375,000	\$ 425,000	\$ 555,979	\$ 668,724	\$ 939,365	\$ 1,311,170	\$ 2,484,356	\$ 708,600



City of Lucas

Council Agenda Request

February 16, 2023

Item No. 09

Requester: Public Works Director Scott Holden, PE
CIP Manager Patrick Hubbard

Agenda Item Request

Consider awarding the bid and authorizing the Mayor to enter into an agreement with J&L Construction, LLC for the construction of the South Orchard Road Channel and Culvert Improvements in an amount not to exceed \$347,038 and to encumber a 10% contingency of \$34,704 for a total of \$381,742 using funds in Account 11-8209-303 (Drainage).

Background Information

Following the opening and tabulation of bids for RFP #028-23, South Orchard Road Channel and Culvert Improvements, City of Lucas staff and the design engineer Birkhoff, Hendricks and Carter, L.L.P. have determined that the contractor J&L Construction, LLC has supplied the best proposal and staff therefore recommend awarding said contract to J&L Construction, LLC. This project received six bids.

The contractor will construct modifications to the drainage channel and culvert crossing at Orchard Road including the installation of three 5-foot-wide by 3-foot-tall box culverts, regrading of the channel and the installation of riprap.

Construction will begin March 16, 2023, with completion projected on May 15, 2023.

Attachments/Supporting Documentation

1. Award Recommendation Letter, BHC Engineering
2. Bid Tabulation for RFP #028-23

Budget/Financial Impact

The contract will be in the amount of \$347,038, funded on a not-to-exceed basis. The contingency of \$34,704 is not part of the awarded contract and is reserved separately by the City for use on unforeseen expenses. This results in a total of \$381,742 funded from Account 11-8209-303 (Drainage).

City Council appropriated a combined \$572,000 to the Rimrock Detention Pond Improvements and Orchard Road Culvert and Channel Improvement projects. The two projects have an overall cost of \$563,099 including contingencies and a contracted price of \$511,908, which excludes contingencies. Rimrock was estimated at \$198,000 (\$16,643 above the bid price with contingency of \$181,357) and Orchard was estimated at \$374,000 (\$7,742 less than the bid price with contingency of \$381,742). On net, the projects are \$8,901 under the estimated cost, including contingencies.



City of Lucas

Council Agenda Request

February 16, 2023

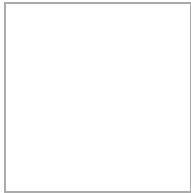
Item No. 09

Recommendations

Staff and the design engineer Birkoff, Hendricks, and Carter, L.L.P. recommend entering into a construction contract with J&L Construction, LLC for South Orchard Road Channel and Culvert Improvements.

Motion

I make a motion to approve/deny awarding the bid and authorizing the Mayor to enter into an agreement with J&L Construction, LLC for the construction of the South Orchard Road Channel and Culvert Improvements in an amount not to exceed \$347,038 and to encumber a 10% contingency of \$34,704 for a total of \$381,742 using funds in Account 11-8209-303 (Drainage).



BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
JULIAN T. LE, P.E.
COOPER E. REINBOLD, P.E.

January 30, 2023

Ms. Linezka Maduro
Purchasing Coordinator
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Re: Analysis of Bid Submissions for City of Lucas Projects
RFP 027-23 – Rimrock Detention Pond Improvements and
RFP 028-23 – South Orchard Road Channel and Culvert Improvements

Dear Ms. Maduro:

There were four (4) bids submitted for RFP 027-23, the Rimrock Detention Pond Improvements at 2:00 p.m. on January 24, 2023, There were six (6) bids submitted for RFP 028-23, the South Orchard Road Channel and Culvert Improvements at 2:30 p.m. on January 24, 2023. The bids were provided to BHC, and the original bid documents are returned with this letter. We understand the City of Lucas will return the bid bonds to the bidders after the construction contracts are awarded.

BHC tabulated the bids received for both projects and provided a pdf copy to the City of Lucas on Wednesday, January 25, 2023. The bid for RFP 028-23, the South Orchard Road Channel and Culvert Improvements project, included a deductive bid item for being awarded both construction projects. BHC evaluated the total project cost to determine the lowest bid for each project individually and for award of both projects to the same bidder. The results on the basis of the individual projects are as follows:

RFP 027-23 – Rimrock Detention Pond Improvements

<u>Bidder:</u>	<u>Total Bid Amount</u>	<u>Bid Both</u>
GRod Construction, LLC	\$164,870.00	Yes
J&L Construction, LLC	\$173,097.39	Yes
Four Star Excavating	\$213,784.00	Yes
David-Tehoungue Ltd., Co.	\$233,656.50	Yes

RFP 028-23 – South Orchard Road Channel and Culvert Improvements

<u>Bidder:</u>	<u>Total Bid Amount</u>	<u>Bid Both</u>	<u>Deductive Bid Amount*</u>
J&L Construction, LLC	\$347,037.75	Yes	\$0.00
GRod Construction, LLC	\$395,553.00	Yes	-\$42,432.00
Four Star Excavating	\$438,567.00	Yes	-\$20,000.00
David-Tehoungue Ltd., Co	\$424,944.00	Yes	\$0.00
ERS of MS, Inc.	\$597,820.00	No	
Atkins Brothers Equipment Co., Inc.	\$867,236.00	No	

* - The Deductive Bid Amount only applies if both contracts are awarded to the same bidder.

January 30, 2023

Two copies of the Tabulation of Bids for each project are included with this letter.

The total cost for both projects if awarded based only on the lowest bid amount submitted for each project is as follows:

RFP 027-23 – Rimrock Detention Pond – GRod Construction, LLC	\$164,870.00
RFP 028-23 – Orchard Road Channel and Culvert – J&L Construction, LLC	<u>\$347,037.75</u>
Total	= \$511,907.75

The total cost for both projects if awarded based on awarding both projects to the same bidder with the deductive bid included is as follows:

RFP 027-23 – Rimrock Detention Pond and RFP 028-23 – Orchard Road Channel and Culvert Combined

	<u>Rimrock Bid</u>	<u>Orchard Bid</u>	<u>Deduct</u>	<u>Total</u>
GRod Construction, LLC	\$164,870.00	+	\$395,553.00 - \$42,432.00 =	\$517,991.00 Total
J&L Construction, LLC	\$173,097.39	+	\$347,037.75 - \$0.00 =	\$520,135.14 Total

Award of each project to the lowest bid for each project is \$6,083.25 less for the total cost of both projects than for awarding both projects to the same bidder.

Both bidders provided a reference for at least one drainage improvement project. We contacted references for both GRod Construction, LLC and J&L Construction, LLC and received overall positive feedback for both on the projects they listed and completed. GRod Construction, LLC has been in business for 8 years and J&L Construction, LLC has been in business for 2.6 years.

Based on our review of the bidder's references, statement of qualifications and information provided by the references, it is our opinion that GRod Construction, LLC has the experience to properly pursue the Rimrock Detention Pond Improvement project (RFP 027-23) and J&L Construction, LLC has the experience to properly pursue the Orchard Road Channel and Culvert Improvements project (RFP 028-23).

We recommend the City accept the bid from GRod Construction, LLC for the Rimrock Detention Pond Improvement project (RFP 027-23) and award them a construction contract in the total amount bid of \$164,870.00 for the construction of the project. We also recommend the City accept the bid from J&L Construction, LLC for the Orchard Road Channel and Culvert Improvements project (RFP 028-23) and award them a construction contract in the total amount bid of \$347,037.75 for the construction of the project.

We are available at your convenience to discuss any questions you may have regarding this project.

Sincerely,



Joe R. Carter, P.E., CFM

Enclosures

cc: Mr. Scott Holden, P.E. (Public Works Director)

TABULATION OF BIDS				Date: January 25, 2023		BID OF		BID OF		BID OF		BID OF	
Project: City of Lucas South Orchard Road Culvert and Channel Improvements				BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas		J & L Construction LLC 2220 San Jacinto Blvd #320 Denton, Texas 76205 Luis Asencio 940-343-5292 luis@constructionjandl.com		GRod Construction LLC 889 East Rock Island Avenue Boyd, Texas 76023 Guillermo Rodriguez 682-302-3219 grod@grodconstruction.com		David-Tehoungue Ltd. Co 2856 Shoreline Way Lewisville, Texas 75056 Abalo Tehoungue 254-394-5752 atehoungue@dtltdco.com		Four Star Excavating 6825 Levelland Road Suite 2B Dallas, Texas 75252 Antonio Evangelista 972-730-6767 fourstarexavating@gmail.com	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization (at 5% Maximum All Other Items)	\$5,250.00	\$ 5,250.00	\$21,000.00	\$ 21,000.00	\$21,250.00	\$ 21,250.00	\$19,000.00	\$ 19,000.00		
2	6	Sta.	Prepare Right-of-Way, Clearing and Grubbing	\$531.50	\$ 3,189.00	\$1,000.00	\$ 6,000.00	\$4,500.00	\$ 27,000.00	\$3,200.00	\$ 19,200.00		
3	1,045	C.Y.	Unclassified Channel Excavation	\$19.72	\$ 20,607.40	\$36.00	\$ 37,620.00	\$45.00	\$ 47,025.00	\$60.00	\$ 62,700.00		
4	210	S.Y.	Remove Existing Reinf. Conc. Pvmnt. & Asphalt	\$29.74	\$ 6,245.40	\$40.00	\$ 8,400.00	\$45.00	\$ 9,450.00	\$20.00	\$ 4,200.00		
5	1	L.S.	Remove Existing 2 - 21" CMP and Headwalls	\$5,226.00	\$ 5,226.00	\$6,500.00	\$ 6,500.00	\$5,500.00	\$ 5,500.00	\$2,500.00	\$ 2,500.00		
6	360	S.Y.	Furnish & Install 12" to 18" Rock Riprap	\$64.21	\$ 23,115.60	\$148.00	\$ 53,280.00	\$110.00	\$ 39,600.00	\$210.00	\$ 75,600.00		
7	1,755	S.Y.	Furnish, Install & Maintain Block Sod w/4" Top Soil	\$12.22	\$ 21,446.10	\$12.00	\$ 21,060.00	\$20.00	\$ 35,100.00	\$18.00	\$ 31,590.00		
8	34	L.F.	Construct Three 5's x 3'r Reinf. Conc. Box Culverts with Embedment	\$2,996.65	\$ 101,886.10	\$1,750.00	\$ 59,500.00	\$550.00	\$ 18,700.00	\$1,800.00	\$ 61,200.00		
9	2	Ea.	Construct TxDOT Type PW Headwalls	\$17,087.50	\$ 34,175.00	\$22,000.00	\$ 44,000.00	\$10,000.00	\$ 20,000.00	\$30,000.00	\$ 60,000.00		
10	80	L.F.	Construct 3-Ft. Steel Pedestrian Fence on Headwalls	\$164.41	\$ 13,152.80	\$60.00	\$ 4,800.00	\$105.00	\$ 8,400.00	\$125.00	\$ 10,000.00		
11	1,738	S.F.	Construct 4-ft. x 6-in. Reinf. Concrete Flume	\$28.47	\$ 49,480.86	\$40.00	\$ 69,520.00	\$33.00	\$ 57,354.00	\$19.00	\$ 33,022.00		
12	1	L.S.	Furnish, Install and Maintain Traffic Control Devices and Temporary Cover Pavement	\$6,489.00	\$ 6,489.00	\$5,000.00	\$ 5,000.00	\$12,000.00	\$ 12,000.00	\$2,500.00	\$ 2,500.00		
13	229	S.Y.	Construct 6" Flexible Base	\$27.27	\$ 6,244.83	\$32.00	\$ 7,328.00	\$125.00	\$ 28,625.00	\$40.00	\$ 9,160.00		
14	128	S.Y.	Construct 6" Reinf. Conc. Pvmnt. on 6" Flexible Base	\$135.73	\$ 17,373.44	\$230.00	\$ 29,440.00	\$260.00	\$ 33,280.00	\$100.00	\$ 12,800.00		
15	101	S.Y.	Construct 6" HMAc Type C Transition Pavement on 6" Flexible Base	\$156.22	\$ 15,778.22	\$105.00	\$ 10,605.00	\$160.00	\$ 16,160.00	\$95.00	\$ 9,595.00		
16	1	L.S.	Furnish, Install & Maintain Temporary Erosion Control	\$6,408.00	\$ 6,408.00	\$3,500.00	\$ 3,500.00	\$12,500.00	\$ 12,500.00	\$3,500.00	\$ 3,500.00		
17	1	L.S.	Remove Temporary Erosion Control	\$2,170.00	\$ 2,170.00	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$1,000.00	\$ 1,000.00		
18	1	L.S.	Relocate Existing Fire Hydrant, 6-Inch Gate Valve, and Lead If Directed In Writing By the Owner	\$3,300.00	\$ 3,300.00	\$2,500.00	\$ 2,500.00	\$5,500.00	\$ 5,500.00	\$9,000.00	\$ 9,000.00		
19	1	L.S.	Lower Existing 8-Inch Water Line If Directed In Writing By The Owner	\$5,500.00	\$ 5,500.00	\$4,000.00	\$ 4,000.00	\$25,000.00	\$ 25,000.00	\$12,000.00	\$ 12,000.00		
			TOTAL		\$ 347,037.75		\$ 395,553.00		\$ 424,944.00		\$ 438,567.00		
			Deductive Amount Bid for Award of Both Rimrock Detention Pond Improvements				(\$42,432.00)				(\$20,000.00)		

TABULATION OF BIDS				BID OF		BID OF	
Date: January 25, 2023 Project: City of Lucas South Orchard Road Culvert and Channel Improvements BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas				ERS of MS, Inc. 1635 Lelia Drive #202 Jackson, MS 39216 Todd Roberts 601-982-7788 ersinc@earthlink.net		Atkins Bros. Equip. Co., Inc. P.O. Box 990 Midlothian, Texas 76065 Mike Atkins 972-775-7955 satkins@ectisp.net	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization (at 5% Maximum All Other Items)	\$35,000.00	\$ 35,000.00	\$5,000.00	\$ 5,000.00
2	6	Sta.	Prepare Right-of-Way, Clearing and Grubbing	\$5,500.00	\$ 33,000.00	\$5,000.00	\$ 30,000.00
3	1,045	C.Y.	Unclassified Channel Excavation	\$35.00	\$ 36,575.00	\$137.00	\$ 143,165.00
4	210	S.Y.	Remove Existing Reinf. Conc. Pvmnt. & Asphalt	\$15.00	\$ 3,150.00	\$150.00	\$ 31,500.00
5	1	L.S.	Remove Existing 2 - 21" CMP and Headwalls	\$14,000.00	\$ 14,000.00	\$10,000.00	\$ 10,000.00
6	360	S.Y.	Furnish & Install 12" to 18" Rock Riprap	\$100.00	\$ 36,000.00	\$327.00	\$ 117,720.00
7	1,755	S.Y.	Furnish, Install & Maintain Block Sod w/4" Top Soil	\$17.00	\$ 29,835.00	\$60.00	\$ 105,300.00
8	34	L.F.	Construct Three 5's x 3'r Reinf. Conc. Box Culverts with Embedment	\$2,500.00	\$ 85,000.00	\$3,900.00	\$ 132,600.00
9	2	Ea.	Construct TxDOT Type PW Headwalls	\$15,000.00	\$ 30,000.00	\$15,000.00	\$ 30,000.00
10	80	L.F.	Construct 3-Ft. Steel Pedestrian Fence on Headwalls	\$200.00	\$ 16,000.00	\$600.00	\$ 48,000.00
11	1,738	S.F.	Construct 4-ft. x 6-in. Reinf. Concrete Flume	\$40.00	\$ 69,520.00	\$40.00	\$ 69,520.00
12	1	L.S.	Furnish, Install and Maintain Traffic Control Devices and Temporary Cover Pavement	\$6,000.00	\$ 6,000.00	\$10,000.00	\$ 10,000.00
13	229	S.Y.	Construct 6" Flexible Base	\$60.00	\$ 13,740.00	\$150.00	\$ 34,350.00
14	128	S.Y.	Construct 6" Reinf. Conc. Pvmnt. on 6" Flexible Base	\$400.00	\$ 51,200.00	\$310.00	\$ 39,680.00
15	101	S.Y.	Construct 6" HMAc Type C Transition Pavement on 6" Flexible Base	\$800.00	\$ 80,800.00	\$301.00	\$ 30,401.00
16	1	L.S.	Furnish, Install & Maintain Temporary Erosion Control	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
17	1	L.S.	Remove Temporary Erosion Control	\$7,000.00	\$ 7,000.00	\$1,000.00	\$ 1,000.00
18	1	L.S.	Relocate Existing Fire Hydrant, 6-Inch Gate Valve, and Lead If Directed In Writing By the Owner	\$13,000.00	\$ 13,000.00	\$15,000.00	\$ 15,000.00
19	1	L.S.	Lower Existing 8-Inch Water Line If Directed In Writing By The Owner	\$28,000.00	\$ 28,000.00	\$4,000.00	\$ 4,000.00
			TOTAL		\$ 597,820.00		\$ 867,236.00
			Deductive Amount Bid for Award of Both Rimrock Detention Pond Improvements				



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 10

Requester: Public Works Director Scott Holden, PE
CIP Manager Patrick Hubbard

Agenda Item Request

Consider awarding the bid and authorizing the Mayor to enter into an agreement with G-Rod Construction, LLC for the construction of the Rimrock Detention Pond Improvements in an amount not to exceed \$164,870 and to encumber a 10% contingency of \$16,487 for a total of \$181,357 using funds budgeted in Account 11-8209-303 (Drainage).

Background Information

Following the opening and tabulation of bids for RFP #027-23, Rimrock Detention Pond Improvements, City of Lucas staff and the design engineer Birkhoff, Hendricks and Carter, L.L.P. have determined that the contractor G-Rod Construction, LLC has supplied the best proposal and staff therefore recommends awarding said contract to G-Rod Construction, LLC. This project received four bids.

This project will consist of modifications to a detention pond located along the eastern boundary line of the Rimrock Estates Addition, including altering the elevation of the embankment and extending the outfall structure.

Construction will begin on or before March 16, 2023, with completion projected on April 15, 2023.

Attachments/Supporting Documentation

1. Award Recommendation Letter, BHC Engineering
2. Bid Tabulation for RFP #027-23

Budget/Financial Impact

The contract will be a total of 164,870 funded on a not-to-exceed basis. The contingency of \$16,487 is not part of the awarded contract and is reserved separately by the City for use on unforeseen expenses. This results in a total of \$181,357 funded from Account 11-8209-303 (Drainage).

City Council appropriated a combined \$572,000 to the Rimrock Detention Pond Improvements and Orchard Road Culvert and Channel Improvement projects. The two projects have an overall cost of \$563,099 including contingencies and a contracted price of \$511,908, which excludes contingencies. Rimrock was estimated at \$198,000 (\$16,643 above the bid price with contingency of \$181,357) and Orchard was estimated at \$374,000 (\$7,742 less than the bid price with contingency of \$381,742). On net, the projects are \$8,901 under the estimated cost, including contingencies.



City of Lucas

City Council Agenda Request

February 16, 2023

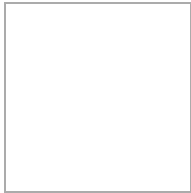
Item No. 10

Recommendations

Staff and the design engineer Birkhoff, Hendricks and Carter, L.L.P. recommend entering into a construction contract with G-Rod Construction, LLC for Rimrock Detention Pond Improvements.

Motion

I make a motion to approve/deny awarding the bid and authorizing the Mayor to enter into an agreement with G-Rod Construction, LLC for the construction of the Rimrock Detention Pond Improvements in an amount not to exceed \$164,870 and to encumber a 10% contingency of \$16,487 for a total of \$181,357 using funds budgeted in Account 11-8209-303 (Drainage).



BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
JULIAN T. LE, P.E.
COOPER E. REINBOLD, P.E.

January 30, 2023

Ms. Linezka Maduro
Purchasing Coordinator
City of Lucas
665 Country Club Road
Lucas, Texas 75002

Re: Analysis of Bid Submissions for City of Lucas Projects
RFP 027-23 – Rimrock Detention Pond Improvements and
RFP 028-23 – South Orchard Road Channel and Culvert Improvements

Dear Ms. Maduro:

There were four (4) bids submitted for RFP 027-23, the Rimrock Detention Pond Improvements at 2:00 p.m. on January 24, 2023, There were six (6) bids submitted for RFP 028-23, the South Orchard Road Channel and Culvert Improvements at 2:30 p.m. on January 24, 2023. The bids were provided to BHC, and the original bid documents are returned with this letter. We understand the City of Lucas will return the bid bonds to the bidders after the construction contracts are awarded.

BHC tabulated the bids received for both projects and provided a pdf copy to the City of Lucas on Wednesday, January 25, 2023. The bid for RFP 028-23, the South Orchard Road Channel and Culvert Improvements project, included a deductive bid item for being awarded both construction projects. BHC evaluated the total project cost to determine the lowest bid for each project individually and for award of both projects to the same bidder. The results on the basis of the individual projects are as follows:

RFP 027-23 – Rimrock Detention Pond Improvements

<u>Bidder:</u>	<u>Total Bid Amount</u>	<u>Bid Both</u>
GRod Construction, LLC	\$164,870.00	Yes
J&L Construction, LLC	\$173,097.39	Yes
Four Star Excavating	\$213,784.00	Yes
David-Tehoungue Ltd., Co.	\$233,656.50	Yes

RFP 028-23 – South Orchard Road Channel and Culvert Improvements

<u>Bidder:</u>	<u>Total Bid Amount</u>	<u>Bid Both</u>	<u>Deductive Bid Amount*</u>
J&L Construction, LLC	\$347,037.75	Yes	\$0.00
GRod Construction, LLC	\$395,553.00	Yes	-\$42,432.00
Four Star Excavating	\$438,567.00	Yes	-\$20,000.00
David-Tehoungue Ltd., Co	\$424,944.00	Yes	\$0.00
ERS of MS, Inc.	\$597,820.00	No	
Atkins Brothers Equipment Co., Inc.	\$867,236.00	No	

* - The Deductive Bid Amount only applies if both contracts are awarded to the same bidder.

January 30, 2023

Two copies of the Tabulation of Bids for each project are included with this letter.

The total cost for both projects if awarded based only on the lowest bid amount submitted for each project is as follows:

RFP 027-23 – Rimrock Detention Pond – GRod Construction, LLC	\$164,870.00
RFP 028-23 – Orchard Road Channel and Culvert – J&L Construction, LLC	<u>\$347,037.75</u>
Total	= \$511,907.75

The total cost for both projects if awarded based on awarding both projects to the same bidder with the deductive bid included is as follows:

RFP 027-23 – Rimrock Detention Pond and RFP 028-23 – Orchard Road Channel and Culvert Combined

	<u>Rimrock Bid</u>	<u>Orchard Bid</u>	<u>Deduct</u>	<u>Total</u>
GRod Construction, LLC	\$164,870.00	+	\$395,553.00 - \$42,432.00 =	\$517,991.00 Total
J&L Construction, LLC	\$173,097.39	+	\$347,037.75 - \$0.00 =	\$520,135.14 Total

Award of each project to the lowest bid for each project is \$6,083.25 less for the total cost of both projects than for awarding both projects to the same bidder.

Both bidders provided a reference for at least one drainage improvement project. We contacted references for both GRod Construction, LLC and J&L Construction, LLC and received overall positive feedback for both on the projects they listed and completed. GRod Construction, LLC has been in business for 8 years and J&L Construction, LLC has been in business for 2.6 years.

Based on our review of the bidder's references, statement of qualifications and information provided by the references, it is our opinion that GRod Construction, LLC has the experience to properly pursue the Rimrock Detention Pond Improvement project (RFP 027-23) and J&L Construction, LLC has the experience to properly pursue the Orchard Road Channel and Culvert Improvements project (RFP 028-23).

We recommend the City accept the bid from GRod Construction, LLC for the Rimrock Detention Pond Improvement project (RFP 027-23) and award them a construction contract in the total amount bid of \$164,870.00 for the construction of the project. We also recommend the City accept the bid from J&L Construction, LLC for the Orchard Road Channel and Culvert Improvements project (RFP 028-23) and award them a construction contract in the total amount bid of \$347,037.75 for the construction of the project.

We are available at your convenience to discuss any questions you may have regarding this project.

Sincerely,



Joe R. Carter, P.E., CFM

Enclosures

cc: Mr. Scott Holden, P.E. (Public Works Director)

TABULATION OF BIDS				Date: January 25, 2023		BID OF		BID OF		BID OF		BID OF	
Project: City of Lucas				BIRKHOFF, HENDRICKS & CARTER, L.L.P.		GRod Construction LLC		J & L Construction LLC		Four Star Excavating		David-Tehoungue Ltd. Co	
Rimrock Detention Pond Improvements				PROFESSIONAL ENGINEERS		889 East Rock Island Avenue		2220 San Jacinto Blvd #320		6825 Levelland Road Suite 2B		2856 Shoreline Way	
				Dallas, Texas		Boyd, Texas 76023		Denton, Texas 76205		Dallas, Texas 75252		Lewisville, Texas 75056	
						Guillermo Rodriguez		Luis Asencio		Antonio Evangelista		Abalo Tehoungue	
						682-302-3219		940-343-5292		972-730-6767		254-394-5752	
						grod@grodconstruction.com		luis@constructionjandl.com		fourstarexcavating@gmail.com		atehoungue@dtltdco.com	
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization (at 5% Maximum All Other Items)	\$8,000.00	\$ 8,000.00	\$3,303.00	\$ 3,303.00	\$9,800.00	\$ 9,800.00	\$11,682.83	\$ 11,682.83		
2	9	Sta.	Prepare Right-of-Way, Clearing and Grubbing	\$2,000.00	\$ 18,400.00	\$833.59	\$ 7,669.03	\$4,200.00	\$ 38,640.00	\$1,500.00	\$ 13,800.00		
3	352	C.Y.	Construct Unclassified Embankment	\$65.00	\$ 22,880.00	\$178.34	\$ 62,775.68	\$80.00	\$ 28,160.00	\$180.00	\$ 63,360.00		
4	140	S.Y.	Construct 12" to 18" Thick Rock Riprap	\$150.00	\$ 21,000.00	\$116.48	\$ 16,307.20	\$215.00	\$ 30,100.00	\$140.00	\$ 19,600.00		
5	28	S.Y.	Remove & Replace Existing Rock Riprap	\$275.00	\$ 7,700.00	\$88.54	\$ 2,479.12	\$40.00	\$ 1,120.00	\$180.00	\$ 5,040.00		
6	1	L.S.	Construct Reinforced Concrete Outlet Structure	\$16,000.00	\$ 16,000.00	\$10,614.00	\$ 10,614.00	\$32,000.00	\$ 32,000.00	\$35,000.00	\$ 35,000.00		
7	1,378	S.Y.	Furnish, Install & Maintain Block Sod with 4" Topsoil	\$20.00	\$ 27,560.00	\$15.31	\$ 21,097.18	\$18.00	\$ 24,804.00	\$15.00	\$ 20,670.00		
8	352	L.F.	Remove and Replace Existing Steel Post and Hog Wire Fence	\$40.00	\$ 14,080.00	\$90.58	\$ 31,884.16	\$80.00	\$ 28,160.00	\$30.00	\$ 10,560.00		
9	1	L.S.	Relocate Existing Irrigation Control Valves & Sprinkler Heads	\$22,000.00	\$ 22,000.00	\$3,866.00	\$ 3,866.00	\$6,000.00	\$ 6,000.00	\$15,000.00	\$ 15,000.00		
10	9	Ea.	Relocate Existing Wax Myrtles	\$250.00	\$ 2,250.00	\$888.78	\$ 7,999.02	\$1,200.00	\$ 10,800.00	\$2,500.00	\$ 22,500.00		
11	1	L.S.	Furnish, Install & Maintain Temporary Erosion Control	\$3,500.00	\$ 3,500.00	\$4,560.00	\$ 4,560.00	\$3,200.00	\$ 3,200.00	\$12,500.00	\$ 12,500.00		
12	1	L.S.	Remove Temporary Erosion Control	\$1,500.00	\$ 1,500.00	\$543.00	\$ 543.00	\$1,000.00	\$ 1,000.00	\$4,500.00	\$ 4,500.00		
			TOTAL		\$ 164,870.00		\$ 173,097.39		\$ 213,784.00		\$ 222,530.00		



City of Lucas

City Council Agenda Request

February 16, 2023

Requester: Public Works Director Scott Holden

Agenda Item Request

Consider authorizing the City Manager to enter into a contract with Reynolds Asphalt & Construction Company for the rehabilitation of Honeysuckle Lane in an amount not to exceed \$54,638 and Estelle Lane in an amount not to exceed \$104,354, for a total of \$158,992 from Account 11-8209-301 Improvement Roads (Street Maintenance).

Background Information

NEXCO Highway Solutions of America Inc. (NHS) completed 79 miles of street inventory for the City of Lucas using their Smart Pavement Management (SPM) system. The rating model is based on the Pavement Surface Evaluation and Rating (PASER) manual, which is an industry standard manual for conducting condition assessments of this nature. Conditions are rated from 1 to 5, which aids in identifying roads for rehabilitation. Following the initial rating, staff completes site visits and more thorough evaluations of distresses in roadway segments.

The data supports the conclusion that Honeysuckle Lane and Estelle Lane both contain small sections that warrant major rehabilitation. Therefore, Engineering and Public Works secured a quote from Reynolds Asphalt & Construction Company for spot repairs of identified segments of Honeysuckle Lane and Estelle Lane in the amount of \$158,992.00.

By focusing on spot repairs in lieu of a full major rehabilitation, the budget can be more precisely targeted to the best candidates for repair across multiple streets throughout the City of Lucas.

This project serves as a pilot for this approach and as an opportunity to assess the performance of Reynolds Asphalt & Construction Company as a vendor for spot repair projects. The contractor's price matches the listed price as stated in the City of Grand Prairie's Pavement Resurfacing Services contract. The City of Lucas can utilize this contract through an interlocal agreement with the City of Grand Prairie.

Attachments/Supporting Documentation

1. Pavement Rehab Honeysuckle Lane and Estelle Lane

Budget/Financial Impact

For Fiscal Year 2022-2023, the following funds are available for proposed pavement rehabilitation projects:

11-8209-301 Improvement Roads (Street Maintenance):	Budget \$650,000.00
1. Honeysuckle Lane	\$54,638.00
2. Estelle Lane	\$104,354.00
Total	\$158,992.00



City of Lucas

City Council Agenda Request

February 16, 2023

Recommendation

Staff recommends entering into a contract with Reynolds Asphalt & Construction Company for the rehabilitation for Honeysuckle Lane and Estelle Lane.

Motion

I make a motion to approve/deny authorizing the City Manager to enter into a contract with Reynolds Asphalt & Construction Company for the rehabilitation of Honeysuckle Lane in an amount not to exceed \$54,638 and Estelle Lane in an amount not to exceed \$104,354, for a total of \$158,992 from Account 11-8209-301 Improvement Roads (Street Maintenance).

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039

Metro (817) 267-3131 * Fax (817) 267-7022

Various Streets

Lucas, Texas

City of Lucas

Ref: City of Grand Prairie RFB #21117

Quoted: 1/11/23 4:39 PM

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
Honeysuckle Lane					
3	2" Ty "D" HMAC	170.0	TON	\$121.10	\$20,587.00
10	Additional Mileage Charge	170.0	TON	\$18.00	\$3,060.00
11	Move in/out charge	1.0	EA	\$1,800.00	\$1,800.00
19	8" Cement Stab Existing	1,260.0	SY	\$19.70	\$24,822.00
21	Hauling Excessive	70.0	CY	\$37.40	\$2,618.00
26	Backfill Shoulders	1,030.0	LF	\$1.70	\$1,751.00
					<u>\$54,638.00</u>
Estelle Lane					
3	2" Ty "D" HMAC	385.0	TON	\$121.10	\$46,623.50
10	Additional Mileage Charge	385.0	TON	\$18.00	\$6,930.00
11	Move in/out charge	1.0	EA	\$1,800.00	\$1,800.00
12	Traffic Control	1.0	EA	\$3,600.00	\$3,600.00
17	8" Cement Stab Existing	3,500.0	SY	\$9.80	\$34,300.00
20	Hauling Excessive	200.0	CY	\$33.40	\$6,680.00
26	Backfill Shoulders	2,600.0	LF	\$1.70	\$4,420.00
					<u>\$104,353.50</u>
Total					\$158,991.50

CITY OF LUCAS
Honeysuckle - at Creekview

		UNIT PRICE		TOTAL	TOTAL
		BID		QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 99.10		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 103.00		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 121.10	170.00	\$ 20,587.00
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 96.30		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 102.20		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 120.90		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 93.60		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 97.90		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$ 116.30		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile **NOTE: \$0.90 per mile @ 20 miles **	PER TON MILE	\$ 18.00	170.00	\$ 3,060.00
11	Move In/Out Charge for projects under 499 tons	EACH	\$ 1,800.00	1.00	\$ 1,800.00
12	Thoroughfare Traffic Control Charges Per street	EACH	\$ 3,600.00		\$ -
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 300.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 200.00		\$ -
15	Base Repair	SY	\$ 76.50		\$ -
16	Flex Base furnish and install	TONS	\$ 43.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$ 9.80		\$ -
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$ 11.30		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$ 19.70	1,260.00	\$ 24,822.00
20	Hauling Excessive Material more than 101 cy	CY	\$ 33.40		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$ 37.40	70.00	\$ 2,618.00
22	Hauling Excessive Material less than 50 cy	CY	\$ 47.60		\$ -
23	Wedge Mill	LF	\$ 5.50		\$ -
24	Full Depth Milling 0-4"	SY	\$ 5.30		\$ -
25	Full Depth Milling Each Additional Inch	SY	\$ 0.75		\$ -
26	Backfill Shoulders	LF	\$ 1.70	1,030.00	\$ 1,751.00
27	8" Pulverization	SY	\$ 3.00		\$ -
28	Petromat less than 2500 SY	SY	\$ 5.40		\$ -
29	Petromat 2500 - 4999 SY	SY	\$ 3.70		\$ -
30	Petromat more 5000 SY	SY	\$ 3.00		\$ -

TOTAL FOR PAGE
\$ 54,638.00

CITY OF LUCAS
Estelle - Wendy to Danbury

			UNIT PRICE BID	TOTAL QUANTITY	TOTAL COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 99.10		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 103.00		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 121.10	385.00	\$ 46,623.50
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 96.30		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 102.20		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 120.90		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 93.60		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 97.90		\$ -
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13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 300.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 200.00		\$ -
15	Base Repair	SY	\$ 76.50		\$ -
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30	Petromat more 5000 SY	SY	\$ 3.00		\$ -

TOTAL FOR PAGE
\$ 104,353.50



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 12

Requester: Capital Improvement Projects Manager Patrick Hubbard
Public Works Director Scott Holden
Engineering Consultant Joe Grajewski

Agenda Item Request

Provide update and discuss status of drainage policy for effectively managing the stormwater system and provide direction to the City Manager.

Background Information

Overview

In response to a stated City Council goal for the City Manager, the Drainage Policy Team has undertaken an effort to establishing a framework for managing drainage issues within the community. The Drainage Policy Team presented the initial scoping and backbone for this policy at the August 18, 2022 City Council meeting. This item presents progress across each dimension outlined in the prior meeting.

Summary of Previous Discussion

The previous presentation regarding the Drainage Policy divided the policy into four elements. These were as follows and progress is summarized in the subsequent sections:

1. Management of Public Drainage System
2. Activities on Private Property
3. Regulatory Compliance (State and Federal)
4. Funding Drainage Activity

Management of Public Drainage System

City Council directed staff to proceed with a proposed inventory of existing public facilities using a GIS database, followed by the completion of an inspection and maintenance schedule for all public facilities. A working version of this database, containing 362 drainage facilities (bridges and culverts) with a total length (along the flowline) of approximately 2.5 miles throughout Lucas. This is a working database and will continue to be revised based on new information, field observation and changes in conditions. Staff mapped each facility and added several attributes for each facility such as outfall elevation, subdivision and basin. These facilities include City of Lucas, TxDOT and HOA maintained facilities.

The next step in this section is to produce an inspection schedule and inspection criteria for each facility, inspect each facility, and establish a maintenance schedule for each facility. These processes will overlap to some degree. Staff have begun researching evaluative criteria for culverts based on industry norms. Ideally, the criteria will account for both water quality and water quantity and will identify both pollutants and nuisances impacting the system and identify physical malfunctions such



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 12

as blockages or structural concerns. Initial inspection criteria should be simple with more specialized evaluation completed as warranted.

The inspector will inspect “batches” of culverts identified based on size and proximity to creeks or outfalls. Inspection results will be prioritized into maintenance projects.

Activities on Private Property

The Drainage Policy Team updated the Drainage Concern Procedure based on discussion from the August meeting. This procedure forms how staff respond when a concern is reported. This procedure will be enacted concurrent with the implementation of GovQA and tied back to the GIS database.

For reference, the City maintains enforcement authority for floodplain violations in the City of Lucas Code of Ordinances, Article 3.14 “Flood Damage Prevention” and Section 6.02.002 “Prohibited Acts” under Subsection (d). The City maintains enforcement authority for stormwater violations under Article 10.04 “Stormwater Runoff Regulations and Control.”

Regulatory Obligations

City of Lucas Staff continue to meet all regulatory requirements regarding stormwater and floodplain management. Some revisions to ordinances are under consideration. Staff will also continue to explore opportunities and best practices throughout the industry.

Funding Stormwater Activity

The previous meeting also contained a discussion on funding strategies for stormwater activity. Based on City Council feedback, the funding source for these projects will be the general fund.

Attachments/Supporting Documentation

1. Drainage Concern Review Process

Budget/Financial Impact

The budget/financial impact of a drainage policy depends on how the City Council decides to fund future stormwater projects and what level of service to provide.

Recommendations

Staff recommends the following related to developing a drainage policy:

1. Proceeding with the inspection of existing drainage facilities with subsequent maintenance and capital projects planning.
2. The implementation of the Drainage Concern Procedure as a staff Standard Operating Procedure.



City of Lucas
City Council Agenda Request
February 16, 2023

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3. Continuing the review of existing ordinances and policies to include revisions to the Code of Ordinances pertaining to Floodplain Management, Stormwater Management and Drainage Criteria.

Motion

There is no motion required.



Drainage Concern Review Process

Submittal and Organization

Non-emergency concerns can be submitted by the public to the Stormwater Manager (currently CIP Manager Patrick Hubbard). These concerns can be submitted via email to engineer@lucastexas.us, by phone at 972-912-1209, or through the City of Lucas GovQA platform. These are recorded in a database along with concerns generated by staff through the operation of the stormwater system. Once recorded, they are prioritized based on their impacts. concerns in the same geographic area may be grouped for processing but each affected property will receive a separate assessment. Emergencies should be reported through 911.

Prioritization

Concerns will be handled based on their impacts in the following order:

1. Flooding of a Public Street
2. Flooding of a Private Street or Fire Lane
3. Major Illicit Discharge or Contamination (e.g., Chemical sheen, concrete spills, areawide distress to vegetation, fish kills, persistent and offensive odors, etc.)
4. Flood Damage to a Critical Facility (e.g., Fire Station, Nursing Home, Medical Facility, etc.)
5. Failure of Public Drainage Facility
6. Flood Damage to a Dwelling Unit
7. Flood Damage to a Commercial Structure
8. Flooding Not Damaging a Principal Structure or Street
9. Nuisance Water, Minor Illicit Discharges and Contamination (e.g., trash and debris, excessive lawn debris)
10. Other

Review Steps

1. Evaluate Reported Issue and Supporting Documents
2. Evaluate Downstream and Upstream Public Drainage Facilities and Drainage Channels
3. Evaluate Any Relevant Property Records

Review Recommendations

1. No Further Action At this Time

Public stormwater infrastructure is functioning adequately and one or more of the following is true; the issue is confined to a single lot, the cause is minor in nature, or the case constitutes or creates a civil dispute to which the city is not a party.

2. Repairs to Public Facilities

Staff will complete repairs to any impaired, damaged, or non-functional public facilities contributing to the drainage complaint based on the severity of the impact with consideration given to the overall Maintenance Schedule and the Capital Improvement Plan.

3. Code Compliance Action

Code compliance action shall take place in cases where there is a clear and significant violation present on private property which is causing harm to another property, a public facility, or the public welfare. This may include either enforcement from Code Enforcement or Engineering/Public Works, depending on the specific circumstances. In the case of new development, Engineering/Public Works will oversee stormwater compliance during civil construction and Development Services will oversee stormwater compliance during building construction.

4. Recommend Further Study

A complaint that presents a novel or areawide impact may warrant more extensive study. This should be reserved for especially unique or widespread circumstances where clear impacts on the welfare of the general public are present and causes are unclear.



City of Lucas

City Council Agenda Request

February 16, 2023

Requesters: Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember Debbie Fisher
Councilmember Tim Baney
Councilmember David Keer
Councilmember Tim Johnson
Councilmember Philip Lawrence
City Attorney Joe Gorfida
City Manager Joni Clarke

Agenda Item Request

Consider the 88th Legislative Session and discuss any proposed bill or significant resolution that may have an impact on the City of Lucas and provide guidance to the City Attorney and City Manager.

Background Information

The 88th Legislature's regular session runs from January 10 to May 29, 2023. Last session, lawmakers in the Texas House and Senate filed nearly 7,000 bills and passed just over 1,000 of them with the Governor vetoing 21 of them.

Attachments/Supporting Documentation

1. TML Legislative Update (February 10, 2023)

Budget/Financial Impact

Unknown

Recommendation

N/A

Motion

N/A

LEGISLATIVE UPDATE



February 10, 2023
Number 6

Texas Speaker of the House Announces Committee Assignments

House Speaker Dade Phelan issued committee assignments this week. The full list of assignments can be found [here](#).

Stay Informed During the Legislative Session

The 88th regular session of the Texas Legislature is in full swing with over 2,800 bills filed. Historically, legislators file close to 7,000 bills each session. With a month left until the bill filing deadline of March 10, we anticipate another 4,000 bills to be filed. The League will review each bill and summarize all city-related bills filed each week in the *Legislative Update*.

The League will host a webinar on March 16 to update the membership on key legislation and any other pressing matters related to the legislature. We encourage city officials to attend the webinar to stay informed on all legislative matters. More information on the webinar can be found [here](#).

In addition, TML will also host its first TML Midyear Conference on March 2-3 in San Antonio. Former Texas House Speaker and TML Legislative Hall of Honor Inductee Joe Straus will be giving the keynote session on Friday. TML staff will also provide a legislative update during the conference. More information on the conference can be found [here](#).

We encourage city officials to stay engaged with their legislators on legislative issues that matter to your community.

Get Involved During the Legislative Session: Grassroots Involvement Program

During the 88th Legislative Session, Texas cities are facing many challenges and opportunities. TML will need to mobilize our membership at key points during session. The Grassroots Involvement Program (GRIP) is one way to do so. Our GRIP survey focuses on a variety of items including your areas of expertise and involvement with other professional organizations. Most importantly, the GRIP survey asks how well you know various state legislators and if you are willing to communicate with those legislators during the session. TML's grassroots approach is crucial to our efforts.

If you have a relationship with your legislator(s) or want to be more involved during session, please take the time to complete the [GRIP survey](#). Past efforts have proven that such participation is a highly effective tool.

We ask that you complete the survey as soon as possible.

Don't Forget: Mandatory Hotel Occupancy Tax Reporting

The 50-day window for reporting local hotel occupancy tax information opened January 1, 2023. The reporting deadline is **February 20, 2023**.

Tax Code Section 351.009 requires cities to file an annual report with the comptroller that includes the city's hotel occupancy tax rate, the amount of revenue generated by the tax, and the amount and percentage of the revenue spent for each of the following purposes:

- Convention or information centers
- Convention delegates registration
- Advertising to attract tourists
- Arts promotion and improvement
- Historical restoration and preservation projects
- Signage directing the public to sights and attractions

Cities have two reporting options: (1) use the comptroller's [online reporting form](#) to submit all required information; or (2) clearly post and maintain all required information on the city's website

and provide the comptroller's office with a link to the information. For cities selecting the second option, the comptroller provides an [optional format template](#) to post on the city's website.

For more information, see the comptroller's hotel occupancy tax reporting [webpage](#) or contact the comptroller's transparency team by email at transparency@cpa.texas.gov or (844) 519-5676.

Federal Infrastructure Bill Update

In November 2021, the federal Infrastructure Investment and Jobs Act (IIJA) was signed into law. The IIJA is altogether a \$1.2 trillion bill that will invest in the nation's core infrastructure priorities including roads, bridges, rail, transit, airports, ports, energy transmission, water systems, and broadband.

The League will monitor state and federal agencies and work with the National League of Cities (NLC) to access the latest information relating to the IIJA. We will provide periodic updates in the Legislative Update on resources for Texas cities on how to access IIJA funding for local infrastructure projects.

U.S. Department of Transportation (DOT)

On February 1, 2023, DOT [announced](#) \$800 million in grant awards to local, regional, and tribal governments for 510 roadway-related projects through the new Safe Streets and Roads for All Program (SS4A). The program will provide \$5 billion in funding over the next five years for initiatives designed to prevent deaths and serious injuries on the nation's roadways. DOT will be awarding grants for both planning and implementation projects. Action plan grants assist communities that do not currently have a roadway safety plan in place. Implementation plan grants provide funding for communities to implement strategies and projects designed to reduce or eliminate transportation-related fatalities and serious injuries. Interested city officials can find a complete list of the initial 510 grant awards [here](#).

DOT will release the next round of \$1.1 billion in funding in **April 2023**. More information about the SS4A program, eligibility, and application instructions can be found [here](#). Additional assistance about participating in the SS4A program can be accessed through the [National League of Cities' Safety First Challenge for Safer Streets](#).

City-Related Bills Filed

(Editor's Note: You will find all of this session's city-related bill summaries online at <https://www.tml.org/DocumentCenter/View/3392/City-Related-Bills-Filed>.)

Property Tax

H.B. 1895 (Lozano) – Appraisal of Recreational Vehicle Park: would require the chief appraiser to use the cost method of appraisal when appraising a recreational vehicle park.

H.B. 1934 (Rogers) – Personal Property Tax Exemption: would provide that a person is entitled to a property tax exemption for tangible personal property the person owns that is held or used for the production of income if the property has a taxable value of less than \$100,000. (Note: current law provides a property tax exemption if the property has a taxable value of less than \$2,500.) (See **H.J.R. 101**, below.)

H.B. 1956 (Geren) – Property Tax Protests: would provide that: (1) a property owner who prevails in an a judicial appeal of property taxes may be awarded reasonable attorney’s fees; (2) except as provided by (3) the amount of the award under (1) may not exceed the greater of \$25,000 or 50 percent of the total amount by which the property owner’s tax liability is reduced as a result of the appeal; and (3) the amount of an award of attorney’s fees to the prevailing property owner is not subject to the limitation in (2) if: (a) the property owner prevails in an appeal for excessive appraisal or unequal appraisal; and (b) the property owner qualifies the property as the owner’s residence homestead.

H.J.R. 101 (Rogers) – Personal Property Tax Exemption: would amend the Texas Constitution to authorize the legislature to exempt from property taxation tangible personal property that is held or used for the production of income and that has a taxable value of less than \$100,000. (See **H.B. 1934**, above.)

S.B. 719 (Paxton) – Property Tax Exemption: would exempt from property taxes property owned by a charitable organization that provides services related to the placement of a child in a foster or adoptive home or providing relief to women who are or may be pregnant and who are considering placing their unborn children for adoption.

Public Safety

H.B. 1840 (Goodwin) – Law Enforcement Study: would establish a 17-member panel to study the regulation of persons licensed by the Texas Commission on Law Enforcement (TCOLE) and the entities authorized by law to employ those persons, and such study shall consider the following: (1) the standards of conduct applicable to licensed persons, including whether statewide standards should be developed and who should develop, review, and update those standards; (2) the education and training requirements for licensed persons, including: (a) the requirements for the issuance of each type of license and the frequency at which those requirements are reviewed and updated; and (b) the continuing education requirements for each type of license and the frequency at which those requirements are reviewed and updated; (3) TCOLE’s regulation of training programs and schools; and (4) the accountability to the public of licensed persons and of entities authorized by law to employ such persons, including: (a) the need for statewide standards applicable to the entities and who should develop, review, and update those standards; (b) changes to TCOLE’s authority to discipline a license holder for violations of law or other misconduct; (c) appropriate procedures to protect a license holder’s rights during a disciplinary proceeding; and (d) the reporting of terminations.

H.B. 1874 (Noble) – Asset Forfeiture Proceedings: would provide that: (1) on dismissal of a forfeiture proceeding or on a court’s determination that property is not subject to forfeiture, a court shall enter an order requiring the law enforcement agency responsible for seizing the property to

reimburse the applicable owner or interest holder for reasonable attorney's fees; (2) if possible, the law enforcement agency shall make the payment out of money available in asset forfeiture funds; and (3) the Office of Court Administration shall promulgate a schedule of attorney's fees that may be used to determine a reasonable amount of attorney's fees to award under (1), above.

H.B. 1885 (Canales) – Variable Speed Limit Program: would provide that: (1) the Texas Transportation Commission may establish a variable speed limit program allowing the temporary lowering of a speed limit to address inclement weather, congestion, road construction, or any other condition that affects the safe and orderly movement of traffic on a roadway for which the commission has the authority to establish a speed limit; and (2) a speed limit established under the program: (a) must be based on an engineering and traffic investigation; (b) may not be more than 10 miles per hour below the existing prima facie speed limit for the roadway; (c) may be effective for all or part of the highway for any period of day or night as TxDOT determines necessary; and (d) is only effective when notice of the speed limit is posted not less than 500 feet but not more than 1,000 feet before the point at which the new speed limit begins.

H.B. 1894 (Cain) – Prohibition of Extreme Risk Protective Orders: would, among other things: (1) prohibit cities from adopting a rule, ordinance, order, policy, or other similar measure relating to an extreme risk protective order unless state law specifically authorizes it; and (2) create a state jail offense if a person enforces or attempts to enforce an extreme risk protective order against another person in this state.

H.B. 1927 (Hull) – Emergency Detentions of a Child: would, among other things, provide that: (1) a peace officer who takes a person into custody for an emergency detention must use age-appropriate trauma-informed practices in responding to the situation; (2) a parent, guardian, conservator, or other person standing in parental relation to a child who is made aware that the child is being placed under an emergency detention under (1), above, has the right to take custody of the child and may voluntarily seek treatment or services for the child from a provider of the person's choice; (3) a peace officer may not place a child under an emergency detention without first attempting to contact the child's parent, guardian, conservator, or other person standing in parental relation to the child and informing the person about the person's right under (2), above; (4) if a peace officer transports a child to a facility, the officer must include a statement describing the officer's attempt to contact a parent, guardian, conservator, or other person standing in parental relation to the child, as required by (3), above, in the emergency detention form the officer files with the facility; and (5) a peace officer may not use handcuffs, electrical devices, chemical agents, or any other similar devices intended for use in the control or management of detainees to apprehend a child 10 years of age or younger for purposes of an emergency detention.

H.B. 1954 (Vo) – Licensing Veterans as Peace Officers: would: (1) allow a political subdivision, including a city, to appoint or employ, as a peace officer, a legal permanent resident of the United States who is an honorably discharged veteran of the armed forces of the United States; and (2) require that TCOLE issue a peace officer license to a person who is a legal permanent resident of the United States if the person: (a) meets the requirements to be a peace officer; and (b) is an honorably discharged veteran of the armed forces of the United States.

H.B. 1964 (Hernandez) – Accident Reports: would provide that on written request and payment of any required fee, the Department of Transportation or a governmental entity shall release accident report information to an employee or authorized representative of a vehicle storage facility that stored a vehicle involved in the accident.

S.B. 704 (Paxton) – Genetic and Biometric Information: would, among other things, provide that:

1. a direct-to-individual genetic testing company may not disclose an individual's genetic data to a law enforcement entity or other governmental body unless: (a) the company first obtains the individual's express written consent; or (b) the entity or governmental body obtains a warrant, or complies with another valid legal process required by the company;
2. a peace officer may require a business that collects and analyzes genetic information to provide information about an individual's genetic traits or biological relationships by obtaining a warrant or by obtaining the consent of the individual;
3. a court may issue a warrant for genetic information held by a business that collects and analyzes genetic information to provide information about an individual's genetic traits or biological relationships only if the applicant for the warrant shows that reasonable investigative leads have been pursued and have failed to identify the perpetrator of an alleged criminal offense;
4. a peace officer who obtains a warrant with respect to genetic information held by a business described by Number 3, above, may apply to the court issuing the warrant for an order commanding the business to whom the warrant is directed not to disclose to any person the existence of the warrant, and such order is effective for the period the court considers appropriate;
5. a court shall enter the order described in Number 4, above, if the court determines that there is reason to believe that notification of the existence of the warrant will lead to an adverse result, including: (a) endangering the life or physical safety of an individual; (b) flight from prosecution; (c) destruction of or tampering with evidence; (d) intimidation of a potential witness; or (e) otherwise seriously jeopardizing an investigation or unduly delaying a trial;
6. unless an order is issued under Number 5, above, the peace officer who executes a warrant for the genetic information of a customer shall notify the customer of the existence of the warrant;
7. a governmental body may not capture or possess a biometric identifier of an individual or require a biometric identifier as a prerequisite for providing a governmental service to the individual unless the governmental body: (a) has specific, explicit statutory authority that allows the governmental body to: (i) capture or possess the biometric identifier; or (ii) require the individual's biometric identifier as a prerequisite for providing a governmental service to the individual;

- (b) obtains the voluntary, written consent of the individual or the individual's legal guardian; (c) is a health care provider or health care facility that captures, possesses, or requires the individual's biometric identifier in the provision of health care services to the individual; or (d) is a criminal justice agency that captures, possesses, or requires the individual's biometric identifier while engaged in the administration of criminal justice;
8. a governmental body shall promptly destroy a sample of genetic material obtained from an individual for a genetic test after the purpose for which the sample was obtained is accomplished unless: (a) the sample is retained under a court order; (b) the individual authorizes retention of the sample for medical treatment or scientific research; (c) the sample was obtained for research authorized by an institutional review board and retention of the sample is subject to certain requirements;
 9. with certain exceptions, genetic information is confidential and privileged regardless of the source of the information and a governmental body that holds an individual's genetic information may not disclose or be compelled to disclose, by subpoena or otherwise, that information unless the disclosure is specifically authorized by the individual;
 10. a governmental body may redisclose genetic information without an individual's authorization for actuarial or research studies if: (a) a tested individual could not be identified in any actuarial or research report; and (b) any materials that identify a tested individual are returned or destroyed as soon as reasonably practicable.
 11. a person who collects a specimen from an individual to test for a specific disease may not use or analyze the specimen for a purpose unrelated to the test without the individual's express consent to the use or analysis for another purpose;
 12. a person who obtains an individual's specimen or other personal information in relation to the collection of COVID-19 data may not disclose that information without the express consent of the individual; and
 13. a person who violates Numbers 11 and 12, above, is subject to a civil penalty of not more than \$1,000 for each violation and the attorney general may bring an action to recover the civil penalty.

S.B. 709 (Campbell) – School Marshals: would, among other things: (1) allow school volunteers of a school district, open-enrollment charter school, private school, or public junior college who hold a license to carry a handgun to obtain training for appointment as a school marshal from the Texas Commission on Law Enforcement (TCOLE); and (2) require TCOLE to submit identifying information for each person who participates in the training program in (1), above, to the chief law enforcement officer of the local municipal law enforcement agency if the person is employed or volunteers at a campus of a school district, open-enrollment charter school, private school, or public junior college located within a municipality.

Sales Tax

H.B. 1887 (Thierry) – **Sales Tax Exemption**: would exempt maternity clothing from the sales and use tax.

Community and Economic Development

H.B. 1852 (Holland) – **Limitations on TCEQ District Creation**: would provide that the Texas Commission on Environmental Quality could no longer create groundwater conservation districts, municipal management districts, or any district authorized under certain section of the Texas Constitution, including municipal utility districts.

H.B. 1863 (Thierry) – **Unauthorized Signs**: would provide for a civil penalty of up to \$5,000 to be collected from a person: (1) who places or commissions the placement of an unauthorized sign on the right-of-way of a public road; or (2) whose commercial advertisement is placed on a sign described in (1), above. (Companion bill is **H.B. 190** by Miles.)

H.B. 1917 (Walle) – **Tenant Readiness and Landlord Incentive Programs**: would, among other things, provide that the Texas Department of Housing and Community Affairs shall create the Texas Tenant Readiness and Landlord Incentive Program to enable the department to contract with and provide funding to local governmental entities, including city housing authorities, to assist and provide certain incentives to landlords with respect to, individuals and families who: (1) are currently experiencing homelessness; (2) are fleeing certain violence; or (3) have a high risk of housing instability, including persons experiencing chronic homelessness and persons with disabilities.

H.B. 1922 (Dutton) – **Reauthorization of Building Permit Fees**: would provide that a city fee charged as a condition to constructing, renovating, or remodeling a structure is abolished on the 10th anniversary after the date the fee is adopted or most recently reauthorized unless the governing body of the city: (1) holds a public hearing on the reauthorization of the fee; and (2) reauthorizes the fee by vote of the governing body.

H.J.R. 97 (Geren) – **Casino Gaming and Sports Wagering**: would amend the Texas Constitution to, among other things:

1. authorize casino gaming pursuant to casino licensing at destination resorts in the following metropolitan statistical areas in which pari-mutuel wagering has been approved: (a) two destination resorts in the Dallas-Fort Worth-Arlington metropolitan statistical area; (b) two destination resorts in the Houston-The Woodlands-Sugar Land metropolitan statistical area; (c) one destination resort in the San Antonio-New Braunfels metropolitan statistical area; (d) one destination resort in the Corpus Christi metropolitan statistical area; and (e) one destination resort in the McAllen-Edinburgh-Mission metropolitan statistical area;
2. authorize and regulate the conduct of sports wagering;

3. establish the Texas Gaming Commission as a state agency with broad authority to promulgate, adopt, and enforce necessary rules to strictly regulate casino gaming and sports wagering and provide for the Texas Gaming Commission's qualifications, appointment procedures, and member terms;
4. establish general casino license qualifications, including demonstrating that: (a) the issuance of a casino license will not be detrimental to the public interest; (b) the financial ability to complete the development and operate the destination resort at which the applicant will conduct casino gaming; (c) adequate experience in resort development, resort management, and casino gaming operations; and (d) detailed estimate of the applicant's total new development investment in the destination resort;
5. provide that the legislature or the Texas Gaming Commission may establish additional rules and requirements governing: (a) the issuance and continued qualifications for holding a casino license; (b) transfer of casino licenses, (c) qualifications for the issuance of new casino licenses to persons that are not initial qualified applicants; and (d) penalties for the unlawful conduct of casino gaming and sports wagering;
6. require the legislature to: (a) impose a 15 percent tax on the gross casino gaming revenue of each casino license holder; and (b) impose a tax on sports wagering revenue;
7. provide that a destination resort at which casino gaming is conducted under a casino license may be located anywhere within the metropolitan statistical area for which the license was issued;
8. prohibit the use of state or local public money or facilities developed or built with state or local public assistance or tax incentives of any kind to develop or operate a destination resort;
9. prohibit the state, a state agency, or political subdivision from imposing a tax on the casino gaming revenue of a casino license holder or a tax or fee on the non-gaming revenue of a casino license holder's operations at a destination resort other than the tax in Number 6, above, or a tax or fee generally applicable to a business operating in the state;
10. establish casino license application fees to fund and support the administration and management of the Texas Gaming Commission; and
11. provide that that state shall annually allocate a portion of the revenue received from taxes imposed on gross casino revenue of casino license holders to be used as horse purse money.

S.B. 674 (Eckhardt) – Applicable Construction Codes: would, among other things, provide: (1) for the adoption of certain international codes related to construction as the codes existed on May 1, 2023, including the following: (a) the energy efficiency chapter of the International Residential Code as the energy code for single-family residential construction; (b) the International Energy Conservation Code as the energy code for all other residential, commercial, and industrial construction; (c) the International Residential Code as the municipal residential building code; (d) the National Electrical Code as the municipal electrical construction code applicable to all residential and commercial electrical construction, alteration, remodeling, enlargement or repair; (e) the International Building Code as the municipal commercial building code; (f) a fire code that either: (i) conforms to either: (A) the International Fire Code, as published by the International Code Council or (B) the Uniform Fire Code, as published by the National Fire Protection Association; or (ii) establishes protective measures that exceed the standards of the codes described by section (1)(f)(i), above; and (2) that a city may consider amendments made by the International Code Council to the Residential and Building Codes after May 1, 2023.

Elections

H.B. 1849 (DeAyala) – Election Clerks: would, among other things, provide that: (1) the alternate presiding judge for each election precinct shall appoint one election clerk to assist the alternate presiding judge in the conduct of an election at the polling place served by the alternate presiding judge; (2) the authority that appoints the election judges shall prescribe the maximum number of clerks that each alternate presiding judge may appoint for each election; (3) the presiding judge shall appoint at least one clerk and the alternate presiding judge shall appoint one clerk for each precinct in each election; and (4) in a county with a population of more than one million: (a) the alternate presiding judge shall appoint at least one clerk; and (b) the presiding judge and alternate presiding judge shall each appoint the same number of clerks to the extent possible given the total number of clerks to be appointed.

H.B. 1862 (Jetton) – Election Clerks: would, among other things: (1) provide that the alternate presiding judge shall serve as presiding judge for an election if the regularly appointed presiding judge is not present at a polling location or otherwise cannot serve; (2) provide that a person may not prevent an alternate presiding judge from freely occupying or observing the area in which voters are being accepted for voting; (3) provide that the presiding judge and alternate presiding judge for each election precinct shall each appoint election clerks to assist the judges in the conduct of an election at the polling place served by the judges; (4) provide that the authority that appoints the election judges shall prescribe the maximum number of clerks that each presiding judge and alternate presiding judge may appoint for each election; (5) provide that the presiding judge shall appoint at least one clerk and the alternate presiding judge shall appoint at least one clerk for each precinct in each election; (6) provide that the presiding judge and alternate presiding judge may each appoint as many additional clerks, within the prescribed limit, as are necessary for the proper conduct of the election; and (7) repeal the provision that provides that in an election conducted by the regularly appointed presiding judge, the presiding judge shall appoint the alternate presiding judge as one of the clerks.

H.B. 1877 (Swanson) – Election Investigations: would, among other things, provide that: (1) the secretary of state may take appropriate action to protect against violations of the Election Code;

(2) the secretary of state shall appoint a state election marshal who shall report to the secretary of state; (3) the state election marshal shall appoint election marshals for each Department of Public Safety (DPS) region such that there is one election marshal for each 1,000,000 people who reside in the region; (4) appointments of election marshals must be made not later than the 60th day before the date early voting is scheduled to begin in an election held on a uniform election date in November or a primary election; (5) an appointment of an election marshal is in effect for 90 days and may be extended by the state election marshal if the election marshal is conducting an investigation; (6) the state election marshal shall designate an election marshal in each DPS region as the chief election marshal for the region; (7) the chief election marshal for a region shall assign election marshals to each alleged violation of the Election Code occurring in the region; (8) a state inspector or election marshal shall promptly investigate an alleged violation of the Election Code that is: (a) supported by an affidavit or unsworn declaration; and (b) submitted to the state inspector or chief election marshal, and if submitted to the chief election marshal, assigned to the election marshal; and (9) if an election marshal investigates an alleged violation of the Election Code and finds probable cause exists that a violation is occurring or is likely to occur, the election marshal: (a) shall exercise all lawful means to prevent the violation from continuing or occurring; (b) may seek such orders, processes, or warrants from a court that the election marshal finds necessary to prevent the violation from continuing or occurring; and (c) may also file appropriate criminal charges.

H.B. 1943 (Rosenthal) – Early Voting by Mail: would provide that an application for a ballot to be voted by mail is considered to be submitted for the year in which the application is submitted and the following calendar year if: (1) the first election in which the applicant is eligible to vote following the submission of the application is an election held on the uniform election date in November of an odd-numbered year; and (2) the applicant indicates that the application is for the next November election and the elections held in the following calendar year.

H.B. 1944 (Rosenthal) – Elections: would provide that a person occupying a voting station may use a mechanical or electronic device to access ballot or candidate information that was downloaded or created before the person entered the polling place.

Emergency Management

S.B. 700 (Eckhardt) – Public Health Orders in Schools: would, among other things, provide that a school district shall implement or otherwise comply with health directives outlined in a public health order issued by a health authority with jurisdiction over territory in which the district is wholly or partly located regarding evidence-based practices to reduce or eliminate the transmission of or infection with a communicable disease among district students and staff, including directives requiring the students and staff to wear face masks or face coverings.

Municipal Courts

H.B. 1921 (Dutton) – Defendant Fines: would: (1) increase the daily monetary rate from \$100 to \$200 for an indigent defendant convicted of a misdemeanor and assessed a fine as punishment, or confined in jail after conviction of a felony and a fine is also imposed, for participating in certain labor projects of a county or political subdivision located in the county; and (2) increase the daily

monetary rate from \$100 to \$200 for an indigent defendant placed in jail on account of failure to pay a fine or adjudged costs, for each day served in jail.

Open Government

S.B. 680 (Johnson) – Contracting Information: would, among other things:

1. provide that contracting information under the Public Information Act (PIA) includes information in a financial document relating to the receipt or expenditure of public funds by a governmental body;
2. provide that the specific exceptions to disclosure relating to competition or bidding information, law enforcement information, trade secret information, and proprietary information do not apply to several categories of contracting information, including communications and other information sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor;
3. provide that a governmental body may not decline to release information described in Number 2, above, in which a third-party's privacy or property interests may be involved, for the purpose of requesting an attorney general decision;
4. provide that a governmental may not decline to release information subject to disclosure under Number 2, above, in order to allow a vendor, contractor, potential vendor, or potential contractor to assert an exception to disclosure under the PIA;
5. provide that a governmental body shall release information subject to disclosure under Number 2, above, in unredacted form, even if the governmental body has or will request a decision from the attorney general regarding other information subject to the request;
6. provide that a governmental body may not request an attorney general's decision regarding information subject to disclosure under Number 2, above;
7. provide that information related to competition or bidding is excepted from public disclosure if a governmental body demonstrates that release of the information would harm its interests by providing a substantial advantage to a competitor or bidder in a particular ongoing competitive situation or in a particular competitive situation where the governmental body establishes the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future;
8. provide that information submitted to a governmental body by a vendor, contractor, potential vendor, or potential contractor in response to a request for a bid, proposal, or qualification is excepted from public disclosure if the vendor, contractor, potential vendor, or potential contractor that the information relates to demonstrates based on specific factual evidence that disclosure of the information would also give a substantial advantage to a competitor; and

9. repeal the provision that provides that information relating to sales tax paid to the city or other local governmental entity that is provided to the city or entity by the comptroller is confidential, is not open to public inspection, and may be used for specific purposes.

Other Finance and Administration

H.B. 1819 (Cook) – Juvenile Curfew: would, except for purposes of emergency management, prohibit a political subdivision from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age. (Companion bill is **S.B. 603** by **Hughes**.)

H.B. 1829 (Schatzline) – Publication of Annual Financial Statements: would: (1) require a municipality to submit an annual financial statement to the comptroller not later than two months after the end of the fiscal year for the comptroller to post on its website; and (2) provide that the annual financial statement must include for each fund subject to the authority of the governing body the total receipts of the fund, the total disbursements of the fund, and the balance in the fund at the close of the fiscal year.

H.B. 1830 (Talarico) – Trees: would provide that: (1) the Texas A&M Forest Service may partner with a political subdivision to identify an area in an urban area with a disparity in canopy coverage in comparison to other areas in the same political subdivision; and (2) on identification of an area under (1), above, the Texas A&M Forest Service, in collaboration with the political subdivision, may plant trees in the area.

H.B. 1831 (Talarico) – Cannabis: would, among other things: (1) authorize the personal use, possession, cultivation, and transfer of cannabis, except for: (a) operating a motor vehicle while intoxicated; (b) smoking or otherwise consuming cannabis in an unauthorized public place, including in a motor vehicle, aircraft, or watercraft; or (c) possessing or consuming cannabis or cannabis products, or possessing cannabis-related drug paraphernalia on the premises of a public or private child-care facility prekindergarten, or primary or secondary school, school bus serving any of these facilities, or a correctional or civil commitment facility; (2) authorize the retail use, possession, cultivation, testing, processing, and transfer of cannabis, cannabis products, or cannabis-related drug paraphernalia; (3) create a criminal offense for selling, giving, or causing cannabis or cannabis products to be sold or given to anyone younger than 21 years old, or anyone who intends to deliver the same to anyone younger than 21 years old; (4) establish licensing requirements and procedures, including criminal history background check and conflicts of interest provisions; (5) establish a ten percent cannabis sales tax, and provide for the distribution of such tax revenue to specific cannabis-related accounts, along with the child-care services program support account; (6) prohibit a local subdivision from enacting, adopting, or enforcing a rule, ordinance, order, resolution, or other regulation that prohibits or unreasonably restricts the cultivation, production, processing, dispensing, transportation, or possession of cannabis or cannabis products, or the operation of a cannabis grower, establishment, secure transporter, or testing facility; (7) allow a political subdivision to adopt regulations governing the hours, location, manner of conducting business, and number of cannabis growers, establishments, or testing facilities, including allowing a health authority to inspect a cannabis establishment and all

equipment, finished and unfinished materials, containers, and labeling on presenting appropriate credentials; and (8) require a political subdivision or health authority to investigate or refer complaints regarding the operations of a cannabis establishment, and maintain a record of any such complaints.

H.B. 1886 (Howard) – Shooting Ranges: would provide that a person may not operate a sport shooting range within 300 feet from the property line of: (1) a school or open-enrollment charter school; or (2) a stadium or other athletic facility of the school or open-enrollment charter school.

H.B. 1918 (J. Lopez) – Government Attorney Contracts: would require the Office of the Attorney General to publish a proposed contingent fee contract for legal services involving a political subdivision, along with related information submitted to the office for review, within 90 days of receipt from the political subdivision.

Personnel

H.B. 1919 (Goodwin) – Minimum Wage: would: (1) provide that from January 1, 2024, to January 31, 2024, an employer, including a city, shall pay to each employee not less than the greater of: (a) \$13.50 an hour; or (b) the federal minimum wage (currently at \$7.25 an hour); (2) provide that beginning in January 2025 and thereafter, an employer, including a city, shall pay to each employee not less than the greater of: (a) \$17 an hour; or (b) the federal minimum wage; and (3) repeal the provision that provides that the state minimum wage law and a city ordinance or charter that governs wages in private employment do not apply to a person covered by federal minimum wage law.

Purchasing

H.B. 1817 (Capriglione) – Contract Disclosure: would provide that a city contract that requires an action or vote by the city council before the contract may be signed, has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist is voidable for failure to provide the required disclosure of interested parties if: (1) the city submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit the required disclosure on or before the 10th business day after the date the business entity receives the written notice in (1), above.

Transportation

H.B. 1855 (Goodwin) – Highway Safety Corridors: would provide, among other things, that: (1) the Texas Department of Transportation (TxDOT) must designate as a highway safety corridor a portion of a roadway containing a site with a high number of traffic accidents that lead to a serious injury or fatality as identified by the governing body of a political subdivision in whose jurisdiction the site is located; (2) the fines for certain moving violations within designated highway safety corridors are doubled; and (3) TxDOT must erect signage at each end of a designated portion of a roadway and at appropriate intermediate sites along the roadway indicating that the roadway is a highway safety corridor and stating "Fines double: highway safety corridor."

S.B. 684 (Hall) – Motor Vehicle Inspections: would, among other things, provide that for motor vehicle inspections: (1) the amount of time between required inspections shall be increased by up to five years; and (2) that the minimum fees charged for certain vehicle inspections shall be increased.

Utilities and Environment

H.B. 1845 (Metcalf) – Public Water Systems: would provide that for a Class D license for wastewater operators or public water system operators, the Texas Commission on Environmental Quality by rule shall establish a provisional certification program by which a person who does not possess a high school diploma or its equivalent may act as a provisional operator if the person: (1) has completed all commission-required training associated with the license; (2) has passed any commission-required examinations associated with the license; and (3) acts under the direct supervision of a license holder. (Companion bill is **S.B. 650** by **Perry**.)

S.B. 705 (Miles) – Concrete Plants: would provide that only a city or county in which a proposed concrete plant will be located and persons actually residing in a permanent residence within 440 yards of the proposed concrete plant may request a public hearing from the Texas Commission on Environmental Quality regarding the construction of the concrete plant.

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City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 14

Requesters: Mayor Jim Olk

Agenda Item Request

Consider holding a joint workshop between the Lucas City Council and the Planning and Zoning Commission to discuss accessory building regulations.

Background Information

The Planning and Zoning Commissioners have been discussing the regulations as it pertains to accessory buildings in the City of Lucas. To ensure that their recommendations are aligned with the goals of the City Council, Mayor Olk suggested holding a joint workshop. At the Planning and Zoning Commission meeting held on February 9, 2023, a proposed date of Thursday, February 23, 2023 was suggested.

Attachments/Supporting Documentation

N/A

Budget/Financial Impact

N/A

Recommendation

N/A

Motion

I make a motion to hold a joint workshop between the Lucas City Council and the Planning and Zoning Commission on _____ at _____pm in the Lucas City Council Chambers to discuss accessory building regulations.



City of Lucas

City Council Agenda Request

February 16, 2023

Item No. 15

Requester: Mayor Jim Olk

Agenda Item Request

Executive Session:

As authorized by Section 551.074 of the Texas Government Code, the City Council may convene into closed Executive Session for the evaluation of the City Manager. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request February 16, 2023

Item No. 16

Requester: Mayor Jim Olk

Agenda Item Request

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA