



## **AGENDA**

### **City of Lucas City Council Meeting September 5, 2019**

**7:00 PM**

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

*Notice is hereby given that a special meeting of the Lucas City Council will be held on Thursday, September 5, 2019 at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.*

#### **Call to Order**

---

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

#### **Citizen Input**

---

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

1. Citizen Input (Mayor Jim Olk)

#### **Community Interest**

---

*Pursuant to Section 551.0415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.*

2. Items of Community Interest. (Mayor Jim Olk)

#### **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. Consider approval of the minutes of the August 15, 2019 City Council meeting minutes. (City Secretary Stacy Henderson)

- B. Consider approval of the minutes of the August 22, 2019 City Council meeting. (City Secretary Stacy Henderson)
- C. Consider adopting Ordinance 2019-09-00896 amending the City of Lucas Code of Ordinances by amending Chapter 13, "Utilities" by amending Article 13.03 "Drought Contingency Plan" by amending Sections 13.03.001 through 13.03.002; by adopting the January 2019 North Texas Municipal Water District Water Resource and Emergency Management Plan and repealing Ordinance 2014-04-00776, the 2014 Water Conservation Plan and the May 2014 Water Resource Management Plan. (Development Services Director Joe Hilbourn)
- D. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for animal control services for a one-year period beginning October 1, 2019 through September 30, 2020 in the amount of \$19,030.00. (City Secretary Stacy Henderson)
- E. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2019 through September 30, 2020. (City Secretary Stacy Henderson)

## **Regular Agenda**

---

- 4. Consider authorizing the City Manager to negotiate and enter into a contract for the construction of the North Pump Station (Bid #019-19) with Lamarc, Inc. in the amount not to exceed \$1,457,299 plus a 10 percent contingency of \$145,730 for a total of \$1,603,029 using funds 21-8210-490-125 Water Tower. (City Engineer Stanton Foerster)
- 5. Consider approval of the Communications Facilities License Agreement with Big Wave Wireless, LLC to allow wireless telecommunication equipment to be located on the Winningkoff water tower for an initial period of five years maintaining all existing contractual requirements; and authorizing the City Manager to execute the agreement. (Assistant to the City Manager Kent Souriyasak)
- 6. Consider authorizing the City Manager to enter into a professional service agreement in the amount not to exceed \$34,000 using Fiscal Year 2019-2020 Unrestricted General Fund Reserves with Lee Engineering for two traffic studies: 1) Estelle Lane/Gold Dust Trail/Forestview Drive area in the amount of \$26,500 and 2) Winningkoff Road/Blondy Jhune Road area in the amount of \$7,500. (City Council)
- 7. Consider approving Resolution R 2019-09-00489 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors. (Mayor Jim Olk)
- 8. Consider approving Resolution R-2019-08-00488 supporting 1) the reconstruction of the intersection of FM 1378 and FM 3286; 2) a TxDOT study and consideration of the roundabout at said intersection; and 3) providing for an effective date. (Mayor Pro Tem Kathleen Peele)
- 9. Discussion and update regarding the 2019 Emmitt Smith Gran Fondo bike race route within the City of Lucas and discuss bicyclist compliance with provisions of the Transportation Code. (City Engineer Stanton Foerster)

## **Executive Session Agenda**

---

*Pursuant to 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 regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.*

10. Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Secretary.
11. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
12. 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](http://www.lucastexas.us) on or before 5:00 p.m. on August 30, 2019.*

*Stacy Henderson, City Secretary*

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



# City of Lucas

## City Council Agenda Request

### September 5, 2019

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

### September 5, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

2. Items of Community Interest.

#### **Background Information**

---

NA

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

---

NA

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

NA



# City of Lucas Council Agenda Request September 5, 2019

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

## **Agenda Item Request**

---

3. Consent Agenda:
  - A. Consider approval of the minutes of the August 15, 2019 City Council meeting minutes.
  - B. Consider approval of the minutes of the August 22, 2019 City Council meeting.
  - C. Consider adopting Ordinance 2019-09-00896 amending the City of Lucas Code of Ordinances by amending Chapter 13, "Utilities" by amending Article 13.03 "Drought Contingency Plan" by amending Sections 13.03.001 through 13.03.002; by adopting the January 2019 North Texas Municipal Water District Water Resource and Emergency Management Plan and repealing Ordinance 2014-04-00776, the 2014 Water Conservation Plan and the May 2014 Water Resource Management Plan.
  - D. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for animal control services for a one-year period beginning October 1, 2019 through September 30, 2020 in the amount of \$19,030.00.
  - E. Consider authorizing the Mayor to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2019 through September 30, 2020.

## **Background Information**

---

### Agenda Item 3C:

The City of Lucas is required every five years to update the Drought Contingency Plan. The City is currently under the North Texas Municipal Water District (NTMWD) 2014 Drought Contingency Plan and Emergency Management Plan. The NTMWD has updated the 2014 Drought Contingency Plan with the 2019 version.

### Agenda Item 3D:

The annual cost of the contract for animal control services is \$19,030. This is the same cost as last year, there has been no increase. This is budgeted in line item 11-6999-336 in the amount of \$19,600.00.

### Agenda Item 3E:

The cost for jail services has increased from \$94.47 per inmate in fiscal year 18/19 to \$98.78 per inmate in 19/20. The City paid expenses for one inmate during the 18/19 fiscal year. This is budgeted in line item 11-6200-324 in the amount of \$750.00.



# City of Lucas Council Agenda Request September 5, 2019

Item No. 03

## **Attachments/Supporting Documentation**

---

1. August 15, 2019 City Council minutes
2. August 22, 2019 City Council minutes
3. Ordinance 2019-09-00896
4. 2019 North Texas Municipal Water District Water Resource and Emergency Management Plan
5. Animal control contract and Interlocal Agreement
6. Jail services contract and Interlocal Agreement

## **Budget/Financial Impact**

---

NA

## **Recommendation**

---

City Staff recommends approval of the Consent Agenda.

## **Motion**

---

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



**City of Lucas  
City Council Meeting  
August 15, 2019  
7:00 P.M.**

**City Hall - 665 Country Club Road – Lucas Texas**

**MINUTES**

**Call to Order**

---

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

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Wayne Millsap  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
Councilmember Philip Lawrence

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
City Attorney Joe Gorfida  
Development Services Director Joe Hilbourn  
City Engineer Stanton Foerster  
Finance Director Liz Exum

**City Councilmember Absent:**

Councilmember Tim Baney

Mayor Olk determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

---

**1. Citizen Input.**

John Ballis, 1820 Winningkoff, discussed his concerns related to traffic and speeding on Winningkoff near Blondy Jhune Road and asked that an item be placed on the agenda for a future meeting to discuss safety concerns on Winningkoff.

Brenda Rizos, 1200 Winningkoff, spoke in favor of the Memorandum of Understanding with the Army Corps of Engineers to maintain and improve the Trinity Trail. Ms. Rizos stated that she was not in support of Agenda Item No. 10 that would close roadways for a bike race.

**Community Interest**

---

**2. Items of Community Interest.**

Mayor Olk introduced Dr. Goddard, the new Lovejoy ISD Superintendent. Dr. Goddard discussed highlights of the Lovejoy ISD school district accomplishments and expressed his desire for a good working relationship with the City of Lucas and the City Council.

Mayor Olk discussed the following items of Community Interest:



- The Lucas Farmers Market would be held October 12 and November 2 from 8 am to Noon at the Community Park.
- A drainage workshop with the Planning and Zoning Commission was scheduled for September 12, 2019.
- The Blackland Prairie Raptor Center was hosting a fundraising gala on September 14 from 6:30 to 10:30 pm benefiting the raptors at the Blackland Prairie Raptor Center.
- The Public Lands Trail Cleanup event is scheduled for September 21 from 9 am to 1 pm.

## Consent Agenda

---

### 3. Consent Agenda.

- A. Approval of the minutes of the August 1, 2019 City Council meeting.
- B. Consider amending Fiscal Year 18/19 budget 11-4914 insurance proceeds in the amount of \$2,119.62 and associated expense account 11-6300-232 for vehicle damage repairs to Squad 861 that occurred on May 18, 2019.

Mayor Olk noted that Page 5 of the minutes had been amended and would be considered as part of the Consent Agenda as amended.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to approve the Consent Agenda including the amended minutes. The motion passed unanimously by a 6 to 0 vote.

## Public Hearing Agenda

---

### 4. Public Hearing Agenda:

- 4A. Public hearing to consider adopting Ordinance 2019-08-00896 approving a specific use permit to allow a kitchen and food preparation area in an accessory building with habitable space for the property located at 1121 West Forest Grove, Lucky 7 Farm, Blk A, Lot 1R requested by property owners Mike and Terri West.

Mayor Olk noted that the applicant had requested this item be withdrawn from the agenda.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to accept the withdrawal of the specific use permit request by the property owners Mike and Terri West. The motion passed unanimously by a 6 to 0 vote.

#### **4B. Public hearing to consider the tax rate for Fiscal Year 2019-2020.**

Mayor Olk stated that the tax rate voted upon for fiscal year 2019-2020 was \$0.303216.

The public hearing was opened at 7:21pm, there being no one wishing to speak, the public hearing was closed.

There was no action taken on this item, it was for discussion purposes only.

The City Council moved to Agenda Item No. 11, Executive Session at this time.

### **Executive Session Agenda**

---

- 11. Pursuant to Section 551.071 of the Texas Government Code, the City Council will convene into Executive Session to consult with the City Attorney regarding styled: “City of Lucas, Texas v. Robert Kubicek and the following real property: 2205 Estates Parkway, Lucas, Texas, In Rem”, Cause No. 380-00147-2018 in the 380th Judicial District Court, Collin County, Texas.**

The City Council convened into Executive Session at 7:24 pm.

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

The City Council reconvened from Executive Session at 7:43pm. There was no action taken as a result of the Executive Session.

The City Council moved to Agenda Item No. 5 on the Regular Agenda.

### **Regular Agenda**

---

- 5. Consider modifying the design of the Blondy Jhune Road 24-foot wide roadway with 30-foot radii configuration as it intersects Winningkoff Road by adding a channelizing island to Blondy Jhune Road and widened the westbound departure lane to accommodate the turning movements of a 40-foot horse trailer.**

Councilmember Fisher asked if any accidents had been reported at the intersection of Blondy Jhune and Winningkoff. Mr. Foerster stated that dating back five years, there were no accidents reported at the intersection.

City Engineer Stanton Foerster discussed the island design that accommodated the turning radius of a 40-foot trailer, widening of the roadway, and the dimensions of the island were 22 feet long and setback 10 feet from the intersection.

Mayor Olk called the following individuals forward that requested to speak:

John Ballis, 1820 Winningkoff, stated his opposition to the construction of an island at the intersection of Blondy Jhune and Winningkoff, noting that speed was a concern in the area and the curb on the island would be harmful to trailers.

Gerri Larimer, 1840 Sawmill Drive, suggested that should the island be approved, that it be illuminated in some way to make it more visible in the evening hours as it was dark in that area.

Mayor Olk read four emails into the record from citizens that were not in support of an island at the intersection of Blondy Jhune and Winningkoff. Those citizens included:

Angelia Reis, 1620 Sterling Brown Lane  
Cathy Gleason, Manor Lane  
Maureen Miller, 317 McMillen  
Darrell and Joy Koepke, 1425 Susan Circle

Mayor Pro Tem Peele stated that the intersection was very dark and adding an island could create a hazard during evening hours.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to approve the original design of a 24-foot-wide roadway and 30 foot turning radii on Blondy Jhune Road at Winningkoff Road. The motion passed unanimously by a 6 to 0 vote.

#### **6. Discuss the Fiscal Year 2019-2020 Proposed Budget.**

Councilmember Fisher asked if the annual dues paid to the Texas Municipal League (TML) could be made easier to find within the budget so that residents could see how much the City pays in dues for services received from TML.

Ms. Exum stated that annual dues paid to TML could be isolated and made into a line item so that it was easily found in the budget.

Ms. Exum stated that the fiscal year 18/19 had been amended to reflect the debt issuance cost and the payment in lieu of taxes was added into the budget.

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

#### **7. Discuss potential agenda items for the joint City Council/Planning and Zoning Commission drainage workshop on September 12, 2019.**

The City Council discussed the following items to be added to the agenda for the Drainage Workshop:

- Property owner responsibility regarding maintaining drainage on their property
- Educating the community regarding drainage including creeks
- Are drainage studies necessary with new development
- HOA owned vs. privately owned drainage systems
- Establishing minimum size requirements when a study is done for small subdivisions
- Constructing berms and diverting flow without a permit
- What we expect when subdivisions come in regarding drainage studies and how the ordinance should read
- Conditions and maintenance of existing creeks
- Legal requirements and restrictions related to cleaning out creek areas

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

8. **Consider entering into a Memorandum of Understanding (MOU) with the U.S. Army Corp of Engineers, Collin County and the City of Lucas to create mutual cooperation in the support of Trinity Trail in accordance with the guidelines in the Cooperative Management Plan (Plan) and authorize the City Manager to execute the Memorandum of Understanding and the Trinity Trail Cooperative Management Plan.**

Mayor Pro Tem Peele explained that the City would be partnering with the U.S. Army Corps of Engineers and Collin County to aid in the protection and maintenance of the Trinity Trail, and broader support was needed to ensure the trail was maintained and not encroached upon by development. Mayor Pro Tem Peele reviewed highlights and guidelines from the MOU and Management Plan noting the trail was a multi-use trail for hiking and equestrian use.

Mayor Olk noted that one email was received in favor of the MOU from Christine Churchill, 1125 Brockdale Park Road.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to enter into a Memorandum of Understanding (MOU) with the U.S. Army Corp of Engineers, Collin County and the City of Lucas to create mutual cooperation in the support of Trinity Trail in accordance with the guidelines in the Cooperative Management Plan (Plan) and authorize the City Manager to execute the Memorandum of Understanding and the Trinity Trail Cooperative Management Plan. The motion passed unanimously by a 6 to 0 vote.

9. **Discuss revising the City's Code of Ordinances, Article 1.09 Parks and Recreation, Section 1.09.062 Conduct Prohibited in Parks relating to commercial, trade, or business activity in city parks or park facilities.**

City Manager Joni Clarke stated that the City does not currently allow commercial activity in its parks or park facilities. An event was being proposed to be held in the Community Park on October 19 that would include craft booths that sell items to the public. Ms. Clarke stated that the ordinance regulating park activities had been amended once to allow a boot camp group to hold their classes in the park. Ms. Clarke stated that she was asking for the Council's direction on this matter.

The Council discussed the types of commercial activity that could take place in the park, the positives and negatives of commercial use in the park, fundraising activities, and defining a narrow scope of allowed commercial activity. The Council expressed their concern regarding the park being overrun by commercial activity and not being able to be enjoyed by the citizens of Lucas.

Councilmember Millsap questioned how much additional work would be put onto staff to manage events happening in the park.

The Council discussed reimbursement of City costs, insurance coverage, cleanup activities after an event, traffic control, and required deposits.

Councilmember Fisher stated that a special event permitting process should be considered.

Councilmember Fisher, Councilmember Duke, and Mayor Pro Tem Peele agreed to form a subcommittee to review the ordinance regarding special events in the park and come back to the Council with a recommendation.

**10. Consider the request by Racing Systems Run Project to close various streets in Lucas as part of the 2019 Emmitt Smith Gran Fondo bike race.**

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Duke to deny the request to close streets in Lucas for the 2019 Emmitt Smith Gran Fondo bike race. The motion to deny passed unanimously by a 6 to 0 vote.

**13. Adjournment.**

**MOTION:** A motion was made by Councilmember Millsap seconded by Councilmember Lawrence to adjourn the meeting at 9:10 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

---

Mayor Jim Olk

---

Stacy Henderson, City Secretary



**City of Lucas  
City Council Meeting  
August 22, 2019  
7:05 P.M.**

*(or immediately following the Lucas Fire Control, Prevention and EMS District meeting)*  
**City Hall - 665 Country Club Road – Lucas Texas**

**MINUTES**

**Call to Order**

---

Mayor Olk called the meeting to order at 7:03 p.m.

**City Councilmembers Present:**

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

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Finance Director Liz Exum

**City Councilmember Absent:**

Councilmember Steve Duke

Mayor Olk determined that a quorum was present. Everyone was reminded to silence their cell phones and the Pledge of Allegiance was recited.

**Citizen Input**

---

**1. Citizen Input.**

There was no citizen input at this meeting.

**Community Interest**

---

**2. Items of Community Interest.**

Mayor Olk noted that the Lucas Farmers Market would take place on October 12 and November 2 at the Community Park, and the Public Lands Trail Cleanup event was scheduled for September 21.

**Consent Agenda**

---

**3. Consent Agenda.**

- 3A. Consider approving R-2019-08-00486 adopting the City of Lucas Investment Policy.**

- 3B. Consider authorizing the City Manager to enter into a right of way use license and hold harmless agreement with Justin and Angela Himmelreich for the use of a 60-foot by 1.819-acre public right-of-way dedication adjacent to the southern property line of 2515 Orr Road.**

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

## **Public Hearing Agenda**

---

### **4. Public Hearing Agenda:**

#### **4A. Public hearing to consider the tax rate for Fiscal Year 2019-2020.**

Mayor Olk opened the public hearing at 7:08 pm, there being no one wanting to speak, the public hearing was closed.

Mayor Olk noted that the tax rate for fiscal year 19/20 would be \$0.303216, which was less than a \$6.00 per \$100,000 valuation increase from the previous year.

Councilmember Fisher noted that there was a decrease in the amount being taxed for maintenance and operations in fiscal year 19/20 than in fiscal year 18/19.

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

#### **4B. Public hearing to consider the budget for Fiscal Year 2019-2020.**

Mayor Olk opened the public hearing at 7:09 pm, there being no one wanting to speak, the public hearing was closed.

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

## **Regular Agenda**

---

- 5. Consider authorizing the City Manager to enter into a development agreement with the Daniel L. Strong Revocable Living Trust for the property located at 1090 Ingram Lane, Strong Farms, Blk A, Lot 2 approving the removal of a billboard and appropriating \$15,000 to account 51-6400-309 Professional Services from unrestricted General Fund Reserves, and waiving water service impact fees in the amount of \$4552.80.**

Development Services Director Joe Hilbourn stated that the Mitchells have purchased the lot at 1090 Ingram Lane with the intention of building a home that is approximately 75% complete. The lot has issues with water line access that the Mitchells have been attempting to work through with the City Engineer. During discussions about the water line, removal of the billboard was also discussed. The Mitchells and a Trustee representative for the Daniel L. Strong Revocable Living Trust who manages the billboard lease, have agreed that if the City would supply water service, a

water meter, and waive the water impact fees, they would forgo renewing the lease on the billboard located on their property and have it removed. The lease expires on March 31, 2020. It would be the responsibility of Clear Channel Outdoor to remove the billboard within 120 days per the lease agreement.

Mayor Olk noted that he met with the Mitchells regarding their property and the removal of the billboard. He noted that to bring water to the property would cost the owners approximately \$150,000 and for the City to remove the billboard, would also be very costly. Mayor Olk noted that the billboard was unsightly, and the agreement allows for removal of the billboard as well.

Councilmember Fisher stated that the water line expense was a development cost to the homeowner, and she did not support using taxpayer funds to add water lines to a property or to remove a billboard.

Councilmembers Baney, Millsap and Lawrence were in favor of removing the billboard.

Mayor Pro Tem Peele expressed her concern with the amount of funding needed to supply water to the property and how long it would take the City to recover the costs for that expense.

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Lawrence to authorize the City Manager to enter into a development agreement with the Daniel L. Strong Revocable Living Trust for the property located at 1090 Ingram Lane, Strong Farms, Blk A, Lot 2 approving the removal of a billboard and appropriating \$15,000 to account 51-6400-309 Professional Services from unrestricted General Fund Reserves, and waiving water service impact fees in the amount of \$4552.80. The motion passed by a 4 to 2 vote with Councilmember Fisher and Mayor Pro Tem Peele voting in opposition.

## **Executive Session Agenda**

---

### **6. Executive Session: An Executive Session is not scheduled for this meeting.**

An Executive Session was not held at this meeting.

### **7. Adjournment.**

**MOTION:** A motion was made by Councilmember Millsap seconded by Councilmember Lawrence to adjourn the meeting at 7:24 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

---

Mayor Jim Olk

---

Stacy Henderson, City Secretary



**ORDINANCE 2019-09-00896**  
**[Amending Drought Contingency Plan]**

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED "UTILITIES" BY AMENDING ARTICLE 13.03 TITLED "DROUGHT CONTINGENCY PLAN" BY AMENDING SECTION 13.03.001 TITLED "ADOPTION OF PLANS" AND SECTION 13.03.002 TITLED "PENALTY" TO ADOPT THE "2019 NORTH TEXAS MUNICIPAL WATER DISTRICT WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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.**

**WHEREAS**, the City of Lucas, Texas (the "City"), recognizes that the amount of water available to its water customers is limited; and

**WHEREAS**, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

**WHEREAS**, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Water Conservation Plan; and

**WHEREAS**, the City has determined an urgent need in the best interest of the public to adopt a Water Conservation Plan; and

**WHEREAS**, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

**WHEREAS**, the City Council desires to amend the Code of Ordinances by adopting the "2019 North Texas Municipal Water District Water Resource and Emergency Management Plan" attached hereto as Exhibit "A," incorporated herein by reference and made a part hereof, as official City policy;

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

**SECTION 1.** That the City of Lucas Code of Ordinances is amended by amending Chapter 13 titled "Utilities" by amending Article 13.03 titled "Drought Contingency Plan", to read as follows:

“Chapter 13  
UTILITIES

....

**ARTICLE 13.03 DROUGHT CONTINGENCY PLAN**

**Sec. 13.03.001 Adoption of plans**

The city council hereby approves and adopts the “2019 North Texas Municipal Water District Water Resource and Emergency Management Plan ” (the “plan”), attached hereto as Exhibit “A”, as if recited verbatim herein. The city commits to implement the requirements and procedures set forth in the adopted plan.

Exhibit “A” is hereby adopted by reference for the city and made part hereof for all purposes, the same as if fully copied herein.

**Sec. 13.03.002 Penalty**

- (a) It is unlawful for any person to violate the provisions of the plan.
- (b) For a first violation of any provision of the plan or this article, the city shall issue a letter and provide educational materials on water conservation, including a copy of the relevant provisions of this article to the water user violating the provisions of this article. The city shall give the water user a reasonable time to correct the violation.
- (c) For a second violation of any provision of the plan or this article, the city shall issue the water user a citation and upon conviction shall be subject to a fine not to exceed the sum of two thousand dollar (\$2,000.00).
- (d) The city's current five-tier level conservation rate structure is in effect year-round to encourage ongoing water conservation. Additional rate surcharges may be established when it is required to meet the reduction goal in each respective stage of this article.

...”

**SECTION 2.** That all provisions of the Ordinances of the City of Lucas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

**SECTION 5.** That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Lucas as heretofore 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.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

APPROVED:

\_\_\_\_\_  
Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

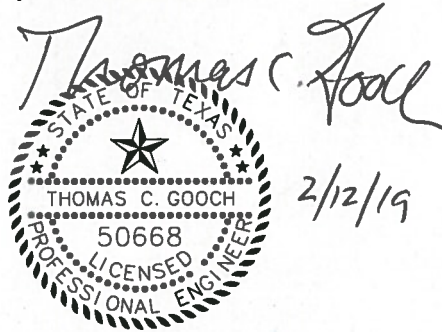
\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(07-22-2019:TM109584)

\_\_\_\_\_  
Stacy Henderson, City Secretary

**ADDENDUM A**  
**2019 Model Water Conservation Plan for North Texas Municipal Water District Member  
Cities and Customers**

# 2019 NORTH TEXAS MUNICIPAL WATER DISTRICT WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

JANUARY 2019



FREESE AND NICHOLS, INC.  
TEXAS REGISTERED  
ENGINEERING FIRM  
F-2144

Prepared by:  
**FREESE AND NICHOLS, INC.**  
4055 International Plaza, Suite 200  
Fort Worth, Texas 76109  
817-735-7300

## FOREWORD

This 2019 Water Resource and Emergency Management Plan (which is an update to the 2014 Water Resource and Emergency Management Plan) was prepared by Freese and Nichols, Inc. for the North Texas Municipal Water District (NTMWD), pursuant to Texas Commission on Environmental Quality (TCEQ) rules governing drought contingency plans. Some material is based on NTMWD's previous water conservation and drought contingency plans listed in Appendix A.

Questions regarding this Water Resource and Emergency Management Plan should be addressed to the following:

Jeremy Rice  
Freese and Nichols, Inc.  
(817) 735-7300  
[jjr@freese.com](mailto:jjr@freese.com)

Denise Hickey  
North Texas Municipal Water District  
(972) 442-5405  
[dhickey@ntmwd.com](mailto:dhickey@ntmwd.com)

This Water Resource and Emergency Management Plan is based on the Texas Administrative Code in effect on January 18, 2019.

## TABLE OF CONTENTS

1.	INTRODUCTION AND OBJECTIVES .....	1-1
2.	DEFINITIONS and ABBREVIATIONS .....	2-1
3.	STATE REQUIREMENTS FOR DROUGHT CONTINGENCY PLANS.....	3-1
3.1	State Requirements for Drought Contingency Plans for Wholesale Water Suppliers	3-1
3.2	State Requirements for Drought Contingency Plans for Public Water Suppliers .....	3-2
4.	NORTH TEXAS MUNICIPAL WATER DISTRICT WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN .....	4-1
4.1	Introduction.....	4-1
4.2	Provisions to Inform the Public and Opportunity for Public Input .....	4-2
4.3	Initiation and Termination of Water Resource Management Stages .....	4-2
4.4	Water Resource Management Stages, Conditions, and Measures.....	4-4
4.5	Procedure for Curtailment of Water Supplies.....	4-12
4.6	Procedure for Granting Variances to the Plan .....	4-12
4.7	Procedures for Enforcing Mandatory Water Use Restrictions.....	4-13
4.8	Coordination with the Regional Water Planning Groups.....	4-13
4.9	Review and Update of Water Resource and Emergency Management Plan .....	4-13

## LIST OF FIGURES

Figure 1-1:	NTMWD Service Area with Existing and Planned Raw Water Supplies .....	1-2
-------------	---	-----

## APPENDICES

APPENDIX A	List of References
APPENDIX B	Texas Commission on Environmental Quality Rules on Drought Contingency Plans <ul style="list-style-type: none"><li>• Texas Administrative Code Title 30, Chapter 288, Section 288.20 - Drought Contingency Plans for Municipal Uses by Public Water Suppliers (Page B-1)</li><li>• Texas Administrative Code Title 30, Chapter 288, Section 288.22 - Drought Contingency Plans for Wholesale Water Suppliers (Page B-4)</li></ul>
APPENDIX C	Letters to Region C and Region D Water Planning Groups
APPENDIX D	North Texas Municipal Water District Board Minutes Showing Adoption of the Water Conservation Plan and Water Resource and Emergency Management Plan
APPENDIX E	Texas Water Code Section 11.039

## 1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development of North Central Texas have led to growing demands for water supplies. At the same time, local and less expensive sources of water supply are already largely developed. Additional supplies to meet future demands will be expensive and difficult to secure. It is therefore important that NTMWD makes efficient use of its existing supplies and makes them last as long as possible. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans for wholesale water suppliers.<sup>1</sup> The TCEQ drought contingency plan regulations applicable to public water suppliers and wholesale water suppliers are included in Appendix B. NTMWD has developed this Water Resource and Emergency Management Plan (Plan) pursuant to TCEQ guidelines and requirements. NTMWD is a regional wholesale water supplier for 13 Member Cities and numerous other Customers in Collin, Dallas, Denton, Fannin, Grayson, Hopkins, Hunt, Kaufman, Rains, Rockwall, and Van Zandt Counties in North Central Texas. NTMWD currently provides water for approximately 1.7 million people. Figure 1-1 shows the NTMWD service area along with existing and planned water supplies. This Plan has been developed in concert with the Model Water Resource and Emergency Management Plan drafted by NTMWD for use by NTMWD Member Cities and Customers.<sup>2</sup> This NTMWD Water Resource and Emergency Management Plan will replace the Water Resource and Emergency Management Plan dated April 2014.

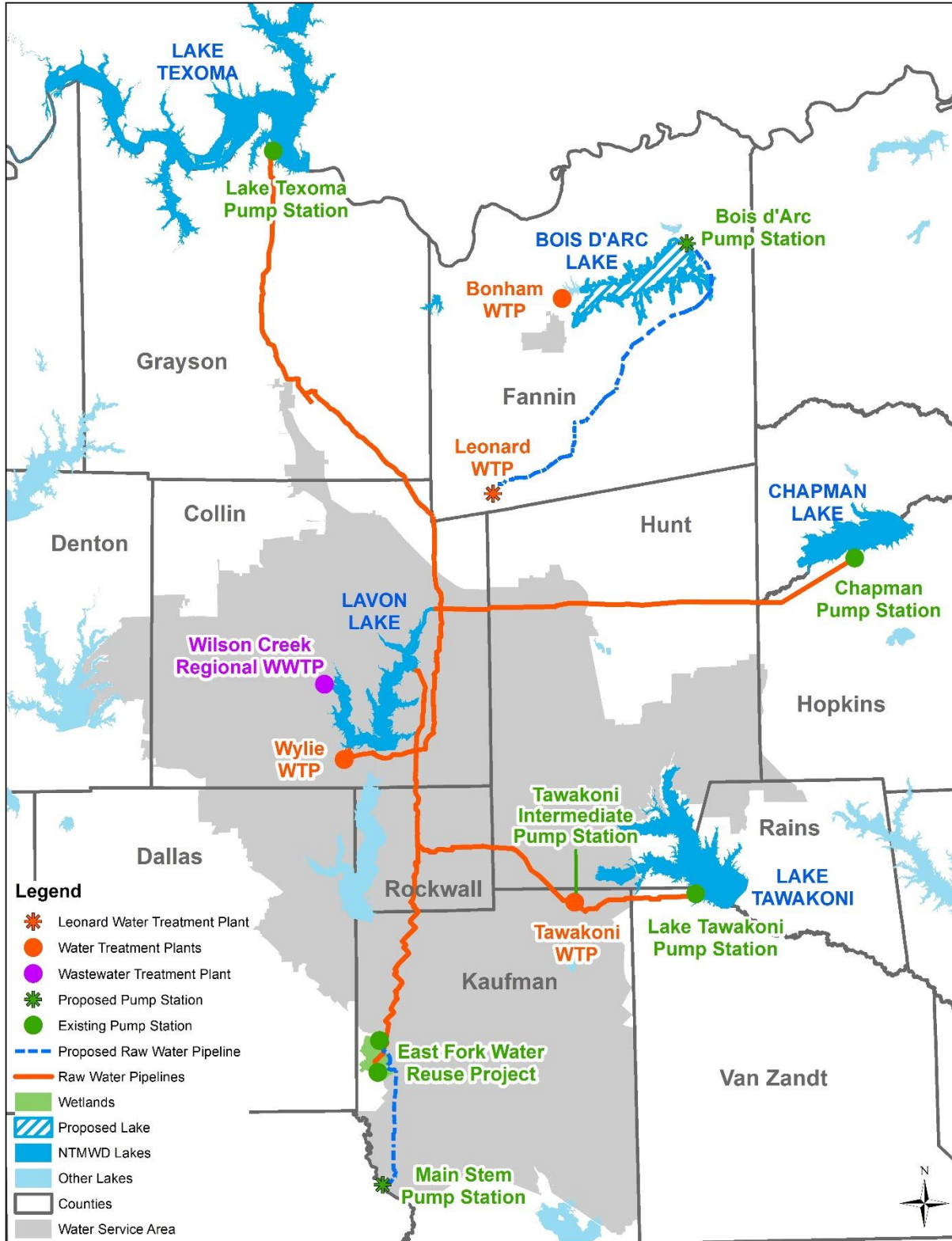
The main objective of this Water Resource and Emergency Management Plan is to have mechanisms in place to preserve supplies for essential uses under drought, water supply shortage, water emergency conditions, or other supply interruptions.

---

<sup>1</sup>Superscripted numbers match references listed in Appendix A.



Figure 1-1: NTMWD Service Area with Existing and Planned Raw Water Supplies



## 2. DEFINITIONS AND ABBREVIATIONS

1. AQUATIC LIFE means a vertebrate organism dependent upon an aquatic environment to sustain its life.
2. ATHLETIC FIELD means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools; professional sports and league play sanctioned by the utility providing retail water supply.
3. COMMERCIAL FACILITY means business or industrial buildings and the associated landscaping, but does not include the fairways, greens, or tees of a golf course.
4. COMMERCIAL VEHICLE WASH FACILITY means a permanently-located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventory.
5. CUSTOMERS include those entities to whom NTMWD provides wholesale water that are not Member Cities of NTMWD.
6. DESIGNATED OUTDOOR WATER USE DAY means a day prescribed by rule on which a person is permitted to irrigate outdoors\*\*.
7. DRIP IRRIGATION is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation.
8. DROUGHT, for the purposes of this report, means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources (in this case reservoirs) to be depleted.
9. EVAPOTRANSPIRATION (ET) represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.



10. EXECUTIVE DIRECTOR means the Executive Director of NTMWD and includes a person the Executive Director has designated to administer or perform any task, duty, function, role, or action related to this Plan or on behalf of the Executive Director.
11. FOUNDATION WATERING means an application of water to the soils directly abutting (within two feet of) the foundation of a building, structure.
12. INTERACTIVE WATER FEATURES means water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.
13. IRRIGATION SYSTEM means a permanently installed, custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below ground.
14. LANDSCAPE means any plant material on a property, including any tree, shrub, vine, herb, flower, succulent, ground cover, grass or turf species, that is growing or has been planted out of doors.
15. MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, and Wylie, Texas, which are members of NTMWD.
16. NEW LANDSCAPE means: (a) vegetation installed at the time of the construction of a residential or commercial facility; (b) installed as part of a governmental entity's capital improvement project; or (c) installed to stabilize an area disturbed by construction.
17. ORNAMENTAL FOUNTAIN means an artificially created structure (up to a certain diameter) from which a jet, stream, or flow of treated water emanates and is not typically utilized for the preservation of aquatic life.
18. NTMWD RETAIL CUSTOMERS include those customers to whom NTMWD provides retail water.
19. SOAKER HOSE means a perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rate.
20. SPRINKLER means an above-ground water distribution device that may be attached to a garden hose.



21. SWIMMING POOL means any structure, basin, chamber, or tank including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.
22. WATER RESOURCE MANAGEMENT PLAN means a strategy or combination of strategies for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency plan.

#### Abbreviations

Abbreviation	Full Nomenclature
ED	NTMWD Executive Director
NTMWD or District	North Texas Municipal Water District
TCEQ	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
WREMP	NTMWD Water Resource and Emergency Management Plan

### **3. STATE REQUIREMENTS FOR DROUGHT CONTINGENCY PLANS**

#### **3.1 STATE REQUIREMENTS FOR DROUGHT CONTINGENCY PLANS FOR WHOLESALE WATER SUPPLIERS**

NTMWD acts primarily as a wholesale water provider, but NTMWD also has 29 retail customers. This section outlines with the state law requirements for wholesale water providers to develop a drought contingency plan. Section 3.2 of this report discusses the requirements that apply to NTMWD as a retail public water supplier regarding a drought contingency plan.

This 2019 Water Resource and Emergency Management Plan is consistent with Texas Commission on Environmental Quality (TCEQ) regulations for the development of drought contingency plans by wholesale water suppliers, contained in Title 30, Chapter 288, Section 288.22 of the Texas Administrative Code, which is included in Appendix B.

#### Minimum Requirements

TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.22(a)(1) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 4.2
- 288.22(a)(2) – Coordination with the Regional Water Planning Groups – Section 4.8
- 288.22(a)(3) – Criteria for Initiation and Termination of Drought Stages – Section 4.3
- 288.22(a)(4) – Drought and Emergency Response Stages – Section 4.4
- 288.22(a)(5) – Procedures for Initiation and Termination of Drought Stages – Section 4.3
- 288.22(a)(6) – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Section 4.4
- 288.22(a)(7) – Specific Water Supply or Water Demand Management Measures to be Implemented during Each Drought Stage – Section 4.4
- 288.22(a)(8) – Provision in Wholesale Contracts to Require Water Distribution According to Texas Water Code Section §11.039 – Sections 4.4 and 4.5
- 288.22(a)(9) – Procedures for Granting Variances to the Plan - Section 4.6
- 288.22(a)(10) - Procedures for Enforcement of Mandatory Restrictions – Section 4.7

- 288.22(b) – TCEQ Notification of Implementation of Mandatory Measures – Sections 4.3 and 4.4
- 288.22(c) – Review and Update of the Plan – Section 4.9

### **3.2 STATE REQUIREMENTS FOR DROUGHT CONTINGENCY PLANS FOR PUBLIC WATER SUPPLIERS**

In addition to serving as a wholesale water supplier, NTMWD is also a public water supplier of potable water, providing direct retail service to 29 customers who do not have access to retail service from other sources. The TCEQ has established rules for the development of drought contingency plans for public water suppliers that provide retail service. The rules for drought contingency plans for public water suppliers are contained in Title 30, Chapter 288, Section 288.20 of the Texas Administrative Code, which is included in Appendix B.

Section 3.1 of this report (which addresses rules applicable to wholesale water providers) addresses the majority of the requirements dictated by the regulations applicable to for public water suppliers. This section covers any additional information needed to meet TCEQ requirements for public water suppliers that were not already addressed in the section above.

- 288.20(a)(1)(A) – Provisions to Inform Public and Provide Opportunity for Public Input – Addressed in Section 4.2.
- 288.20(a)(1)(B) – Program for Continuing Public Education and Information – NTMWD shall provide for continuing public education and information by the following measures:
  - Discussing the Water Conservation Plan and Water Resource and Emergency Management Plan when staff speaks to the public on water conservation issues.
  - Including information on the Water Conservation Plan and Water Resources and Emergency Management Plan in bills for its retail Customers.
  - Notification of the public and the media as Water Resource Management Stages are implemented.
- 288.20(a)(1)(C) – Coordination with Regional Water Planning Groups – Addressed in Section 4.8.
- 288.20(a)(1)(D) – Description of Information to Be Monitored and Criteria for the Initiation and Termination of Water Resource Management Stages – Addressed in Sections 4.3 and 4.4.



- 288.20(a)(1)(E) – Stages for Implementation of Measures in Response to Situations – Addressed in Section 4.4.
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Addressed in Section 4.4.
- 288.20(a)(1)(G) – Specific Water Supply or Water Demand Measures to Be Implemented at Each Stage of the Plan – Addressed in Section 4.4.
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Contingency and Water Emergency Response Stages – Addressed in Section 4.3.
- 288.20(a)(1)(I) – Description of Procedures to Be Followed for Granting Variances to the Plan – Addressed in Section 4.6. Retail Customers may request variances under the same terms as Member Cities and Customers.
- 288.20(a)(1)(J) – Procedures for Enforcement of Mandatory Water Use Restrictions – Addressed in Section 4.7.
- 288.20(b) – TCEQ Notification of Implementation of Mandatory Provisions – Addressed in Section 4.3.
- 288.20(c) – Review of Drought Contingency and Water Emergency Response Plan Every Five (5) Years – Addressed in Section 4.9.

## **4. NORTH TEXAS MUNICIPAL WATER DISTRICT WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN**

### **4.1 INTRODUCTION**

The purpose of this 2019 Water Resource and Emergency Management Plan is as follows:

- To conserve the available water supply in times of drought, water supply shortage, and emergency.
- To maintain supplies for domestic water use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of water supply shortages.
- To minimize the adverse impacts of emergency water supply conditions.

In the absence of Water Resource Management measures, municipal water demand tends to increase during a drought due to increased demand for lawn irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. NTMWD considers a drought to end when all of its supply reservoirs refill to conservation storage pool levels.

It is important to note that a water supply shortage can be the result of drought or the result of conditions that may render all or some portion of the water supply unavailable. These conditions can include but are not limited to the presence of invasive species, contamination of the water supply, or infrastructure failure.

In the fall of 2005, NTMWD began preparing a public education campaign regarding water conservation. In June 2006, NTMWD initiated a major educational campaign using the “Water IQ – Know your water” message originally developed for the state’s Water Conservation Implementation Task Force in 2004. This NTMWD campaign was the first major local campaign based on this message. NTMWD hired Enviromedia Social Marketing of Austin, Texas, to assist in program implementation. Through the end of 2018, NTMWD has invested \$16.6 million since 2006 in this public education campaign. Since 2006, Water IQ has been used for on-going water conservation education and to encourage demands reduction in response to drought and water supply challenges. The Water IQ campaign includes multiple methods to reach and educate the public:

- Television ads
- Radio ads



- Billboards
- Yard signs
- Newspaper and magazine ads
- Messages on gasoline pumps
- Movie theatre ads
- Mall ads
- Fact sheets
- Website
- On-going media relations campaign with print and electronic media
- Outreach programs (including a traveling exhibit for community events and breakfasts with irrigators, nurseries, and other industries with influence on water use).

The specifics of the public outreach and education campaign in the future will vary depending on the circumstances of future droughts. The Water IQ program shows NTMWD's commitment to an appropriate drought and water emergency response in addition to the ongoing effort to educate the public in the wise and efficient use of water supplies regardless of weather conditions.

#### **4.2 PROVISIONS TO INFORM THE PUBLIC AND OPPORTUNITY FOR PUBLIC INPUT**

NTMWD provided opportunity for public input in the development of this Water Resource and Emergency Management Plan by the following means:

- Providing written notice of the proposed Plan and the opportunity to comment on the Plan by newspaper and posted notice.
- Posting the draft Plan on the NTMWD website and on social media.
- Meeting with representatives of Member Cities and Customers to discuss the draft Plan.
- Providing the draft Plan to anyone requesting a copy.
- Holding a public meeting regarding the Water Resource and Emergency Management Plan at the NTMWD offices in Wylie on January 9, 2019. Public notice of this meeting was provided on the NTMWD website and in local newspapers.

#### **4.3 INITIATION AND TERMINATION OF WATER RESOURCE MANAGEMENT STAGES**

Initiation of a Water Resource Management Stage

The Executive Director, with the consent of the NTMWD Board of Directors, may order the implementation of a Water Resource Management Stage for all or part of the NTMWD service area when one or more of the trigger conditions for the respective stage is met. The following actions will be taken when a stage is initiated:

- The public will be notified through local media.
- NTMWD Member Cities and Customers will be notified by e-mail and with a follow-up letter that provides details of the reasons for initiation of the Water Resource Management Stage.
- If any mandatory provisions of the Water Resource and Emergency Management Plan are activated, NTMWD will notify the TCEQ Executive Director within 5 business days.
- The Executive Director may decide not to order the implementation of a Water Resource Management Stage even though one or more of the trigger criteria for the stage is met. Factors that could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs.

#### Termination of a Water Resource Management Stage

The Executive Director, with the concurrence of the NTMWD Board of Directors, may order the termination of a Water Resource Management Stage when the conditions for termination are met or at his/her discretion. The following actions will be taken when a stage is terminated:

- The public will be notified through local media.
- Member Cities and Customers will be notified by e-mail and with a follow-up letter.
- When any mandatory provisions of the Water Resource and Emergency Management Plan that have been activated are terminated, NTMWD will notify the Executive Director of the TCEQ within 5 business days.
- The Executive Director may decide not to order the termination of a Water Resource Management Stage even though the conditions for termination of the stage are met. Factors that could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the Water Resource Management Stage.

## 4.4 WATER RESOURCE MANAGEMENT STAGES, CONDITIONS, AND MEASURES

### 4.4.1 Stage 1

#### Initiation and Termination Conditions for Stage 1

**Stage 1 may be implemented when one or more of the following conditions is met:**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
- Water demand is projected to approach the limit of the permitted supply.
- The storage level in Lavon Lake, as published by the Texas Water Development Board (TWDB)<sup>3</sup>, is less than 70 percent of the total conservation pool capacity during any of the months of April through October or less than 60 percent of the total conservation pool capacity during any of the months of November through March.
- The Sabine River Authority (SRA) has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 1 drought.
- NTMWD has concern that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, Main Stem Pump Station, or some other NTMWD water source may be limited in availability within the next 6 months.
- Water demand exceeds 95 percent of the amount that can be delivered to Customers for three (3) consecutive days.
- Water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source is interrupted or unavailable due to contamination, invasive species, equipment failure or other cause.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- Part of the system has a shortage in supply or damage to equipment. NTMWD may implement measures for only that portion of the system impacted.

**Stage 1 may terminate when one or more of the following conditions is met:**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 1.



- The storage level in Lavon Lake, as published by the TWDB, is greater than 75 percent of the total conservation pool capacity during any of the months of April through October or greater than 65 percent of the total conservation pool capacity during any of the months of November through March.
- Other circumstances that caused the initiation of Stage 1 no longer prevail.

#### Goal for Use Reduction and Measures Available under Stage 1

The goal for water use reduction under Stage 1 is a reduction of two percent (2%) in the use that would have occurred in the absence of water resource management measures. **If circumstances warrant, the Executive Director can set a goal for greater or lesser water use reduction.** The actions listed below are provided as potential strategies to reduce water demand. Member Cities and Customers are encouraged to adopt any or all of these measures necessary to achieve the designated reduction in use. Measures described as “requires notification to TCEQ” are those that impose mandatory requirements which must be implemented by Member Cities and Customers. NTMWD must notify TCEQ within five business days if these measures are implemented.

- Continue actions described in the Water Conservation Plan.
- Require Member Cities and Customers (including indirect Customers) to initiate Stage 1 restrictions in their respective, independently-adopted Water Resource Management Plans.
- Initiate engineering studies to evaluate alternative actions that can be implemented if conditions worsen.
- Accelerate public education efforts on ways to reduce water use.
- Halt non-essential NTMWD water use not supplied from treated wastewater effluent.
- Encourage the public to wait until the current drought or water emergency situation has passed before establishing New Landscaping.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- **Requires Notification to TCEQ** – Increase enforcement of the following landscape watering restrictions from the Water Conservation Plan: (1) limit landscape watering with sprinklers or irrigation systems at each service address to no more than two days per week on designated days between April 1 and October 31; and (2) limit landscape watering with sprinklers or

irrigation systems at each service address to once every week on designated days between November 1 and March 31. Exceptions are as follows:

- An exception is allowed for New Landscape associated with new construction that may be watered as necessary for 30 days from the installation of new landscape features.
- An exception for additional watering of landscape may be provided by hand held hose with shutoff nozzle, and/or use of dedicated irrigation drip zones, provided no runoff occurs.
- Foundation Watering (within two-feet), New Landscape Watering, water of new plantings (first year) of shrubs, and watering of trees (within a ten-foot radius of its trunk) may occur by a hand-held hose, a soaker hose, or a dedicated zone using a Drip Irrigation system, provided no runoff occurs.
- Locations using alternative sources of water supply only for irrigation may irrigate without day-of-the-week restrictions provided proper signage is employed to notify the public of the alternative water source(s) being used. However, irrigation using alternative sources of supply is subject to all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with your local water supplier (e.g. city, Water Supply Corporation) is required. Other sources of water supply may not include imported treated water.
- **Requires Notification to TCEQ** – Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – Parks, golf courses, and Athletic Fields using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. As an exception, golf course greens and tee boxes which may be hand watered as needed.

#### 4.4.2 Stage 2

##### Initiation and Termination Conditions for Stage 2

**Stage 2 may be implemented when one or more of the following conditions is met:**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
- Water demand is projected to approach the limit of NTMWD's permitted supply.
- The storage level in Lavon Lake, as published by the TWDB<sup>3</sup>, is less than 55 percent of the total conservation pool capacity during any of the months of April through October or less

than 45 percent of the total conservation pool capacity during any of the months of November through March.

- SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 2 drought.
- NTMWD has concern that Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, or some other NTMWD water source may be limited in availability within the next three (3) months.
- Water demand exceeds 98 percent of the amount that can be delivered to Customers for three (3) consecutive days.
- Water demand for all or part of the delivery system equals delivery capacity, because delivery capacity is inadequate.
- Supply source is interrupted or unavailable due to contamination, invasive species, equipment failure or other cause.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- Part of the system has a shortage in supply or damage to equipment. NTMWD may implement measures for only that portion of the system impacted.

**Stage 2 may terminate when one or more of the following conditions is met:**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 2.
- The storage level in Lavon Lake, as published by the TWDB<sup>3</sup>, is greater than 70 percent of the total conservation pool capacity during any of the months of April through October or greater than 60 percent of the total conservation pool capacity during any of the months of November through March.
- Other circumstances that caused the initiation of Stage 2 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a reduction of ten percent (10%) in the use that would have occurred in the absence of water resource management measures. **If circumstances warrant, the Executive Director can set a goal for greater or lesser water use reduction.** Member Cities and Customers

are encouraged to adopt any or all measures necessary to achieve the designated reduction in use. Measures described as “requires notification to TCEQ” are those that impose mandatory requirements that must be implemented by NTMWD, Member Cities, and Customers. NTMWD must notify TCEQ within five (5) business days if these measures are implemented.

- Continue or initiate any actions available under the Water Conservation Plan and Stage 1.
- Require Member Cities and Customers (including indirect Customers) to initiate Stage 2 restrictions in their respective, independently-adopted Water Resource Management Plans.
- Implement viable alternative water supply strategies.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems at each service address to once per week on designated days between April 1 and October 31. Limit landscape watering with sprinklers or irrigation systems at each service address to once every other week on designated days between November 1 and March 31. Exceptions are as follows:
  - New construction may be watered as necessary for 30 days from the installation of New Landscape features.
  - Foundations Watering (within two-feet), watering of new plantings (first year) of shrubs, and watering of trees (within a ten-foot radius of its trunk) occur watered for up to two hours on any day by a hand-held hose, a Soaker Hose, or a dedicated zone using a Drip Irrigation system, provided no runoff occurs.
  - Athletic Fields may be watered twice per week.
  - Locations using alternative sources of water supply only for irrigation may irrigate without day-of-the-week restrictions provided proper signage is employed to notify the public of the alternative water source(s) being used. However, irrigation using alternative sources of supply is subject to all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with your local water supplier (e.g. city, Water Supply Corporation) is required. Other sources of water supply may not include imported treated water.

- An exemption is for Drip Irrigation systems from the designated outdoor water use day limited to no more than one day per week. Drip Irrigation systems are, however, subject to all other restrictions applicable under this stage.
- **Requires Notification to TCEQ** – Prohibit overseeding, sodding, sprigging, broadcasting or plugging with or watering, except for golf courses and athletic fields.
- **Requires Notification to TCEQ** – Institute a mandated reduction in water deliveries to all Member Cities and Customers. Such a reduction will be distributed as required by Texas Water Code Section §11.039 (Appendix E of this Plan).
- **Requires Notification to TCEQ** – Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – Parks and golf courses using potable water for landscape watering are required to meet the same reduction goals and measures outlined in this stage. Exception for golf course greens and tee boxes, which may be hand watered as needed.

#### 4.3.3 Stage 3

##### Initiation and Termination Conditions for Stage 3

**Stage 3 may be implemented when one or more of the following conditions is met:**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
- Water demand is projected to approach or exceed the limit of the permitted supply.
- The storage level in Lavon Lake, as published by the TWDB<sup>3</sup>, is less than 30 percent of the total conservation pool capacity during any of the months of April through October or less than 20 percent of the total conservation pool capacity during any of the months of November through March.
- SRA has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Stage 3 drought.
- The supply from Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, the Main Stem Pump Station, or some other NTMWD water source has become limited in availability.
- Water demand exceeds the amount that can be delivered to Customers.
- Water demand for all or part of the delivery system exceeds delivery capacity, because delivery capacity is inadequate.





- Supply source is interrupted or unavailable due to contamination, invasive species, equipment failure, or other cause.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- Part of the system has a shortage in supply or damage to equipment. NTMWD may implement measures for only that portion of the system impacted.

**Stage 3 may terminate when one or more of the following conditions is met:**

- The Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the termination of Stage 3.
- The storage level in Lavon Lake, as published by the TWDB<sup>3</sup>, is greater than 55 percent of the total conservation pool capacity during any of the months of April through October or greater than 45 percent of the total conservation pool capacity during any of the months of November through March.
- Other circumstances that caused the initiation of Stage 3 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of thirty percent (30%) percent in the use that would have occurred in the absence of water resource management measures, or the goal for water use reduction is whatever reduction is necessary. **If circumstances warrant, the Executive Director can set a goal for greater or lesser water use reduction.** Member Cities and Customers are encouraged to adopt any or all measures necessary to achieve the designated reduction in use. Measures described as “requires notification to TCEQ” are those that impose mandatory requirements which must be implemented by Member Cities and Customers. NTMWD must notify TCEQ within five (5) business days if these measures are implemented.

- Continue or initiate any actions available under the Water Conservation Plan and Stages 1 and 2.
- Require Member Cities and Customers (including indirect Customers) to initiate Stage 3 restrictions in their respective, independently-adopted Water Resource Management Plans.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:

- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- **Requires Notification to TCEQ** – Prohibit new sod, overseeding, sodding, sprigging, broadcasting or plugging with or watering.
- **Requires Notification to TCEQ** – Prohibit the use of potable water for the irrigation of New Landscape.
- **Requires Notification to TCEQ** – Prohibit all commercial and residential landscape watering, except that foundations (within two-feet) and trees (within a ten-foot radius of its trunk) may be watered for two hours one day per week with a hand-held hose, a Soaker Hose, or a dedicated zone using a drip irrigation system provided no runoff occurs. Drip Irrigation systems are not exempt from this requirement.
- **Requires Notification to TCEQ** – Prohibit washing of vehicles except at a Commercial Vehicle Wash Facility.
- **Requires Notification to TCEQ** – Landscape watering of parks, golf courses, and Athletic Fields with potable water is prohibited. Exception for golf course greens and tee boxes that may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- **Requires Notification to TCEQ** – Prohibit the filling, draining, and/or refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzi and hot tubs is prohibited.
- **Requires Notification to TCEQ** – Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, inflatable pools, temporary splash toys or pools, slip-n-slides, or splash pads that are maintained for recreation.

- **Requires Notification to TCEQ** – Require all commercial water users to reduce water use by a set percentage.
- **Requires Notification to TCEQ** – Institute a mandated reduction in deliveries to all Member Cities and Customers. Such a reduction will be distributed as required by Texas Water Code Section 11.039.
- **Requires Notification to TCEQ** – Initiate a rate surcharge over normal rates for all water use or for water use over a certain level.

#### **4.5 PROCEDURE FOR CURTAILMENT OF WATER SUPPLIES**

Any mandatory reduction of deliveries from NTMWD to its Member Cities and Customers shall be distributed as required by Texas Water Code Section 11.039, which is attached to this Plan as Appendix E. In addition, every wholesale water supply contract entered into or renewed after adoption of this Water Resource and Emergency Management Plan, including contract extensions, shall include a provision that water will be distributed in accordance with Texas Water Code Section 11.039 in case of a water shortage resulting from drought or water emergency.

#### **4.6 PROCEDURE FOR GRANTING VARIANCES TO THE PLAN**

The Executive Director may grant temporary variances for existing water uses otherwise prohibited under this Water Resource and Emergency Management Plan to a Member City, Customer, or Retail Customer of NTMWD if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this Plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.
- Variances shall be granted or denied at the discretion of the Executive Director. All petitions for variances should be in writing and should include the following information:
  - Name and address of the petitioner(s).
  - Purpose of water use.
  - Specific provisions from which relief is requested.

- Detailed statement of the adverse effect of the provision from which relief is requested.
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use.
- Other pertinent information.

#### **4.7 PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS**

Mandatory water use restrictions may be imposed in all stages of the Water Resource and Emergency Management Plan. These mandatory water use restrictions will be enforced by warnings and penalties as follows:

- On the first violation, the Member City or Customer will be given a written warning that they have violated the mandatory water use restriction.
- After a second violation, NTMWD may monitor and validate the flow in the line and ensure that the appropriate amount of water is delivered to the Member City or Customer.
- NTMWD may charge up to twice the established rate for any water used in violation of mandatory water use restrictions.

Each Member City and Customer will determine and enforce its own set of penalties associated with the mandatory water use restrictions applicable to its retail and wholesale customers.

#### **4.8 COORDINATION WITH THE REGIONAL WATER PLANNING GROUPS**

Appendix C of this report includes copies of letters sent to the Chairs of the Region C and Region D water planning groups with this 2019 Water Resource and Emergency Management Plan. NTMWD has fully coordinated with both regional water planning groups regarding development of the WREMP to the extent those groups wished to coordinate.

#### **4.9 REVIEW AND UPDATE OF WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN**

As required by TCEQ rules, NTMWD will review this Plan every five (5) years. The Plan will be updated as appropriate based on new or updated information.

**APPENDIX A**  
**LIST OF REFERENCES**

## APPENDIX A

### LIST OF REFERENCES

1. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rules 288.20 and 288.22, downloaded from [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=5&ti=30&pt=1&ch=288&sc\\_h=B&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=288&sc_h=B&rl=Y), July 2018.
2. Freese and Nichols, Inc.: 2019 Model Water Resource Management Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, February 2019.
3. Texas Water Development Board, Water Data for Texas, Lavon Lake, <https://waterdatafortexas.org/reservoirs/individual/lavon>.

**APPENDIX B**

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

**RULES ON DROUGHT CONTINGENCY PLANS**

## APPENDIX B

### TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON DROUGHT CONTINGENCY PLANS

<b><u>TITLE 30</u></b>	ENVIRONMENTAL QUALITY
<b><u>PART 1</u></b>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<b><u>CHAPTER 288</u></b>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<b><u>SUBCHAPTER B</u></b>	DROUGHT CONTINGENCY PLANS
<b>RULE §288.20</b>	<b>Drought Contingency Plans for Municipal Uses by Public Water Suppliers</b>

---

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages,





accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;
- (ii) water production or distribution system limitations;
- (iii) supply source contamination; or
- (iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

- (i) curtailment of non-essential water uses; and
- (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.



(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

---

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

<b><u>TITLE 30</u></b>	ENVIRONMENTAL QUALITY
<b><u>PART 1</u></b>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<b><u>CHAPTER 288</u></b>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<b><u>SUBCHAPTER B</u></b>	DROUGHT CONTINGENCY PLANS
<b>RULE §288.22</b>	<b>Drought Contingency Plans for Wholesale Water Suppliers</b>

---

(a) A drought contingency plan for a wholesale water supplier must include the following minimum elements.

(1) Preparation of the plan shall include provisions to actively inform the public and to affirmatively provide opportunity for user input in the preparation of the plan and for informing wholesale customers about the plan. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(2) The drought contingency plan must document coordination with the regional water planning groups for the service area of the wholesale public water supplier to ensure consistency with the appropriate approved regional water plans.

(3) The drought contingency plan must include a description of the information to be monitored by the water supplier and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(4) The drought contingency plan must include a minimum of three drought or emergency response stages providing for the implementation of measures in response to water supply conditions during a repeat of the drought-of-record.

(5) The drought contingency plan must include the procedures to be followed for the initiation or termination of drought response stages, including procedures for notification of wholesale customers regarding the initiation or termination of drought response stages.

(6) The drought contingency plan must include specific, quantified targets for water use

reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this paragraph are not enforceable.

(7) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(A) pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039; and

(B) utilization of alternative water sources with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(8) The drought contingency plan must include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

(9) The drought contingency plan must include procedures for granting variances to the plan.

(10) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions including specification of penalties (e.g., liquidated damages, water rate surcharges, discontinuation of service) for violations of such restrictions.

(b) The wholesale public water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The wholesale public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as adoption or revision of the regional water plan.

---

**Source Note:** The provisions of this §288.22 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

## **APPENDIX C**

### **LETTERS TO REGION C AND REGION D WATER PLANNING GROUPS**



*Regional. Reliable. Everyday.*

January 28, 2019

Mr. Kevin Ward  
Chair, Region C Water Planning Group  
c/o Trinity River Authority  
P.O. Box 60  
Arlington, Texas 76004

Re: NTMWD Water Conservation and Water Resource and Emergency Management Plans

Dear Mr. Ward:

Enclosed please find a copy of the following documents:

- 2019 Water Conservation Plan for the North Texas Municipal Water District
- 2019 Water Resource and Emergency Management Plan for the North Texas Municipal Water District
- 2019 Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers
- 2019 Model Water Resource and Emergency Management Plan for North Texas Municipal Water District Member Cities and Customers

NTMWD is submitting a copy of these plans to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of Directors of the North Texas Municipal Water District adopted the plans on January 24, 2019.

Sincerely,

  
THOMAS W. KULA  
Executive Director

TWK/DH/bb



*Regional. Reliable. Everyday.*

January 25, 2019

Mr. Richard LeTourneau  
Chair, Region D Water Planning Group  
P.O. Box 12071  
Longview, Texas 75607

Re: NTMWD Water Conservation and Water Resource and Emergency Management Plans

Dear Mr. LeTourneau:

Enclosed please find a copy of the following documents:

- 2019 Water Conservation Plan for the North Texas Municipal Water District
- 2019 Water Resource and Emergency Management Plan for the North Texas Municipal Water District
- 2019 Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers
- 2019 Model Water Resource and Emergency Management Plan for North Texas Municipal Water District Member Cities and Customers

NTMWD is submitting a copy of these plans to the Region D Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of Directors of the North Texas Municipal Water District adopted the plans on January 24, 2019.

Sincerely,

THOMAS W. KULA  
Executive Director

TWK/DH/bb

## **APPENDIX D**

# **NTMWD BOARD MINUTES SHOWING ADOPTION OF THE WATER CONSERVATION AND WATER RESOURCE AND EMERGENCY MANGEMENT PLAN**



## **APPENDIX D**

# **NORTH TEXAS MUNICIPAL WATER DISTRICT BOARD MINUTES SHOWING ADOPTION OF THE WATER CONSERVATION AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN**

**APPENDIX E**  
**TEXAS WATER CODE 11.039**

## APPENDIX E

### TEXAS WATER CODE SECTION 11.039

#### § 11.039. DISTRIBUTION OF WATER DURING SHORTAGE.

(a) If a shortage of water in a water supply not covered by a water conservation plan prepared in compliance with Texas Natural Resource Conservation Commission or Texas Water Development Board rules results from drought, accident, or other cause, the water to be distributed shall be divided among all customers pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

(b) If a shortage of water in a water supply covered by a water conservation plan prepared in compliance with Texas Natural Resource Conservation Commission or Texas Water Development Board rules results from drought, accident, or other cause, the person, association of persons, or corporation owning or controlling the water shall divide the water to be distributed among all customers pro rata, according to:

(1) the amount of water to which each customer may be entitled; or

(2) the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(c) Nothing in Subsection (a) or (b) precludes the person, association of persons, or corporation owning or controlling the water from supplying water to a person who has a prior vested right to the water under the laws of this state.

Amended by Acts 1977, 65th Leg., p. 2207, ch. 870, § 1, eff. Sept. 1, 1977; Acts 2001, 77th Leg., ch. 1126, § 1, eff. June 15, 2001.



Contract Amendment THIRTEEN (13)

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

Vendor: City of Lucas  
665 Country Club Rd.  
Lucas TX 75002

Effective Date 10/1/2019  
Contract No. 10095-09  
Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.:			<u>2008-007-01-08</u>
Contract Amendment No.:	<u>1</u>	Court Order No.	<u>2008-881-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No.	<u>2009-582-08-10</u>
Contract Amendment No.:	<u>3</u>	Court Order No.	<u>2010-829-10-11</u>
Contract Amendment No.:	<u>4</u>	Court Order No.	<u>2011-677-09-19</u>
Contract Amendment No.:	<u>5</u>	Court Order No.	<u>2013-011-01-07</u>
Contract Amendment No.:	<u>6</u>	Court Order No.	<u>2013-936-11-11</u>
Contract Amendment No.:	<u>7</u>	Court Order No.	<u>2014-987-12-15</u>
Contract Amendment No.:	<u>8</u>	Court Order No.	<u>2016-013-01-04</u>
Contract Amendment No.:	<u>9</u>	Court Order No.	<u>2017-028-01-23</u>
Contract Amendment No.:	<u>10</u>	Court Order No.	<u>2017-819-10-09</u>
Contract Amendment No.:	<u>11</u>	Court Order No.	<u>2012-821-10-09</u>
Contract Amendment No.:	<u>12</u>	Court Order No.	<u>2018-994-11-19</u>
Contract Amendment No.:	<u>13</u>	Court Order No.	

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT**

Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents.  
Agreement shall be in effect from October 1, 2019, continuing through and including September 30, 2020.

Total amount for fiscal year 2020: \$ 19,030.00

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

ACCEPTED BY:  
  
CITY OF LUCAS  
  
665 Country Club Rd.  
Lucas TX 75002

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT  
  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN §

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

This Interlocal Agreement for Animal Control Services (“Agreement”) is entered into by and between Collin County, Texas (sometimes referred to herein as the “County”) and the City of Lucas (sometimes hereinafter referred to as “City Party” or “City” or “Party”) through their duly authorized officers and/or governing boards. This Agreement shall be effective on the date when approved and executed by both Parties hereto (“Effective Date”).

**RECITALS**

**WHEREAS**, the County is authorized to provide animal control services within the County, including but not limited to vaccination of animals, reporting of human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, prohibition of dogs running at large and of inhumane treatment of animals, and other related services; and to prescribe penalties for violation of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health & Safety Code, and Chapter 142 Agriculture Code; and

**WHEREAS**, the City Party to this Agreement is separately authorized to provide animal control services pursuant to Chapters 822, 825 and 826 of the Texas Health & Safety Code, in addition to such authority that may be granted under their home-rule charters (as applicable); and

**WHEREAS**, pursuant to their authority as vested by the Interlocal Cooperation Act, ch. 791 Texas Government Code, the County and City Party have agreed to cooperate in the provision of animal control services to residents of the City Party; and

**WHEREAS**, the County and City Party seek to set forth in this Interlocal Agreement their respective obligations, responsibilities and duties regarding certain animal control services covered by this Agreement; and

**WHEREAS**, each Party to this Agreement represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its municipal charter. Further, each Party represents and warrants that any compensation to be made to any other Party as set forth in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described herein, and are made from current revenues available to the paying Party;

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are

hereby acknowledged, the Parties do hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.
2. **County Obligations.** In consideration for the promises of the City Party and payment of the sums hereinafter set forth, the County agrees to perform those animal control services as are expressly set forth in the documents entitled "Scope of Services" which is attached hereto as Exhibit "A" and incorporated herein by reference.
3. **City Obligations.** In consideration for the performance of the animal control services detailed in Exhibit "A" by County, City agrees to:
  - 3.1 make payment to the County in the respective amounts as set forth in the spreadsheet attached as Exhibit "B" hereto from funds appropriated in the current fiscal year budget of such Cities. City's payment shall be made on a quarterly basis to the County during the term of this Agreement and any renewal terms, with the first quarterly payment to be made within ten (10) days from the receipt of an invoice from the County, such invoice expected to be issued approximately thirty (30) days prior to the completion of the new County Animal Shelter. It is anticipated that the County Animal Shelter will be completed in June 2006. City agrees that any payment due to the County hereunder which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Section 2252.025, Tex. Gov't Code) from the date due until paid;
  - 3.2 pay the sum of SIXTEEN THOUSAND FOUR HUNDRED AND THIRTY DOLLARS AND NO CENTS (\$16,430.00) for Animal Control Services for FY08. (The Animal Control fee amount for each subsequent fiscal year will be sent to the City no later than 90 days before the end of the fiscal year in the form of a statement accompanied by a renewal contract that must be signed and returned no later than 60 days before the end of the fiscal year).
  - 3.3 amend their animal control Ordinances as necessary to conform such Ordinances with the services outlined in Exhibit "A" hereto (including the duly adopted animal control policies established by the County), so as to avoid any conflict with the terms of this Agreement.
4. **City Rights Preserved.** Nothing in this Agreement shall divest, diminish or affect the City Party's authority to issue notices of violations and court citations for alleged violations of City Ordinances, however City delegates to County the authority to perform the animal control services described in Exhibit "A" hereto on the City's behalf and as the City's agent in the provision of such services.
5. **Term / Renewal Terms.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless terminated earlier as provided in this Agreement or

by law. Unless terminated in accordance with this Agreement or by law, upon expiration of the initial term, this Agreement shall renew automatically for renewal terms of one (1) year upon the same terms and conditions, subject to the Parties' right to terminate due to the failure of their governing boards to appropriate funds in amounts sufficient to compensate the County for the continuation of the services described in Exhibit "A". Prior to each renewal of this Agreement, the County shall prepare and circulate a new budget and cost-sharing spreadsheet indicating the proposed cost to each City for continued participation in this Agreement for animal control services. Prior to or on the renewal date(s), each City shall make its quarterly payment to the County for the continuation of animal control services for the renewal term. The remaining terms and conditions of this Agreement shall continue in force and effect unless amended by the Parties in the manner set forth herein.

6. **Animal Control Account.** The County shall designate, create and maintain an account within its financial records and accounts for purposes of reflecting the payments made by the City Parties in connection with this Agreement, as well as the disbursements made by the County in connection with the animal control services provided to the City Party as more fully described in Exhibit "A"; however, no City shall have any right to a refund of any amount paid to County for the animal control services provided by County except as set forth in section 9.3 herein.

7. **County Records.** The County shall keep such books and records as is necessary to fully and accurately account for the deposit and disbursement of funds from the Animal Control Account as well as the services provided by County as set forth in Exhibit "A" which shall be made available to any Party upon request.

8. **Notice of Nonappropriation.** If, for any fiscal year, City's governing board fails to appropriate funds in amounts sufficient to pay the County for the performance of its obligations under this Agreement such City shall promptly give notice to the other Parties of the nonappropriation of funds. City shall make a reasonable effort to ensure that funds are appropriated to fully perform on its obligations as set forth in this Agreement. City shall endeavor to provide the other Parties with at least one hundred twenty (120) days notice of its intent not to appropriate the necessary funds for the City's performance of its obligations under this Agreement.

9. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.

9.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.

9.2 **For Nonappropriation of funds.** If Party fails to appropriate the funds necessary to for such Party's performance of its obligations under this Agreement and such nonappropriation cannot be mitigated adequately by efforts of the County in adjusting its budget for continued performance of animal control services, the County may cease the provision of animal control services to the City Party thereby terminating this Agreement. In

such event, the County shall provide Party with reasonable notice of its intent to terminate this Agreement in accordance with this provision and shall provide the other Parties with a reasonable opportunity to mitigate any damages caused through any Party's nonappropriation of funds. No prior payments shall be refunded to any Party but shall be exclusively used for decommissioning the provision of animal control services on the City Parties' behalf.

**9.3 By the County.** The County may terminate this Agreement with reasonable advance written notice to the City Party of its intent to do so in the event the costs and expenses of providing such services exceeds and/or is reasonably forecasted to exceed by Twenty-Five percent (25%) or greater the aggregate payments provided by the City Party and the County for such services as such amounts are referenced in the spreadsheet attached Exhibit "B" hereto. Likewise, the County shall have the right to terminate this Agreement during any renewal terms in the event the costs and expenses to the County for providing such services exceed and/or is reasonably forecasted to exceed by Twenty-Five percent (25%) or greater the then applicable budget for the provision of such services during such renewal term. In the event the County exercises its rights to terminate this Agreement under this section and County is in possession of unexpended payments contributed by the City Party, then after County has absorbed those expenses necessary in reducing its workforce and other termination-related expenses, the County shall, within a reasonable time, refund to the City Party the unspent portion of their payments on a pro rata basis in proportion to the amounts paid by City, respectively, for services during such term.

**9.4 By a City.** City may terminate this Agreement: 1) for cause in the event the County fails to perform any of its obligations as set forth herein, including the scope of services listed in Exhibit "A" after providing written notice to the County and a reasonable opportunity to cure such defect in performance; and/or 2) due the City's failure to appropriate funds in amounts sufficient to meet its obligations hereunder.

10. **Additional Rights Upon Default.** Following exhaustion of the dispute resolution process set forth in section 11 below, this Agreement may be enforced in law or in equity, including a suit for specific performance and/or for damages. The Parties agree that specific performance should be an available remedy due to the difficulty in determining the damages that may accrue as a result of a material breach of the Agreement by any other Party. In the alternative, should any Party breach any of the terms of this Agreement, the non-breaching Parties to this Agreement may obtain a judgment against any breaching Party for damages incurred as a result of such breach. The successful Party in such litigation shall be entitled to a recovery of its costs and attorneys' fees.

11. **Dispute Resolution Process.**

**11.1. Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following procedures ("Dispute Resolution Process").



**11.1.1. Notice.** The aggrieved Party shall notify the responding Party of the dispute, by way of a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

**11.1.2. First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

**11.1.3. Second Resolution Meeting.** If the Parties' designated representatives reach an impasse concerning the dispute, the following representative shall meet to discuss the dispute: (a) if the Party is a City, the City Manager and/or the Mayor; (b) if the Party is the County, a County Commissioner and/or County Judge.

**11.1.4. Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Parties' respective governing boards. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other the subject matter submitted to the Dispute Resolution Process.

**11.1.5. Unsuccessful Resolution.** If the Parties are unable to reach a resolution of the dispute within a reasonable time, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

12. **Miscellaneous.**

**12.1. Interpretation of Agreement.** Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

**12.2. Administration of Agreement.** The County shall administer this Agreement on behalf of the County. The City Council of Party City shall administer this Agreement on behalf of City. Each Party may designate a new administrator on written notice to the other.

**12.3. Governing law.** This Agreement shall be governed by the laws of Texas, without regard to the principles of conflict of laws.

**12.4. Venue.** Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

**12.5. Non-Assignability.** A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Parties.

**12.6. Notices.** Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same in person to such Party, or to an officer of such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within 10 business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

**For the County:**

Keith Self, Collin County Judge  
Collin County Government Center  
210 S. McDonald, Suite 626  
McKinney, Texas 75069

**For the City of Lucas, Texas:**

Bill Carmickle, Mayor  
151 Country Club Road  
Lucas, Texas 75002-7663

However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

**12.7. Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

**12.8. Non-waiver.** Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

**12.9. Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from

their respective governing boards in compliance with the laws of the State of Texas.

**12.10. Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

**12.11. Retention of Defenses.** The Parties agree that, neither this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including claims related to the animal control services provided by County hereunder. Notwithstanding each Party's acknowledgment that this Agreement is duly authorized, validly existing and binding on all Parties hereto, the Parties agree that no Party has waived its sovereign immunity to the claims of third parties by entering into and performing its obligations under this Agreement.

**12.12 Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

**12.13. Entire Agreement.** This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

**12.14. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

**12.15. No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

**DATED** to be effective this the 6<sup>th</sup> day of December, 2007.

**COLLIN COUNTY, TEXAS**

210 S. McDonald Street, Suite 626  
McKinney, Texas 75609

BY: *Keith Self*  
Keith Self

TITLE: County Judge

DATE: 1/11/08

ATTEST: *Georgia D. Shepherd*

TITLE: Administrative Secretary

**CITY OF LUCAS, TEXAS**

151 Country Club Road  
Lucas, Texas 75002-7663

BY: *Bill Carmickle*  
Bill Carmickle

TITLE: Mayor

DATE: December 6, 2007

ATTEST: *Kathy Wingo*

TITLE: City Secretary



## EXHIBIT "A"

### Animal Control – Scope of Services

- Normal Operating days/hours – 8a-5p M-F.
  - 3 Animal Control Officers - 6,240 hours per year less vacation, holiday, sick and administrative leave
  - 1 Animal Control Supervisor – 2,080 hours per year less vacation, holiday, sick or administrative leave
- 24 hour/7 day on-call services for emergencies. The following situations will be considered emergencies:
  - Any/all Fire and Police/Sheriff calls for assistance
    - Provide support to police/Sheriff personnel when called for assistance in cases that may include estrays. This includes all aspects from capture and impoundment to final disposition.
    - Personnel responding to stray calls shall be trained and equipped to handle euthanasia.
  - Gravely injured animal.
  - Vicious/dangerous animal.
  - Animal attack/bite against a human.
  - Livestock loose/Estray.
  - Suspicion of rabid animal.
- Response times: 45-minute response time to calls (measured from time of call to arrival on scene) – in general. Circumstances may arise to delay response time (i.e., inclement weather, prior calls, heavy call volume, travel to remote locations, etc.). If 45-minute response time cannot be met, the responding officer shall provide a reasonable estimated time of arrival. Maximum response time of 2 hours.
- Shall comply with the regulations contained in the most recently adopted Collin County Rabies/Animal Control Regulations Court Order (currently 96-117-02-26), most recently adopted Additional Provisions to the Rabies/Animal Control Regulations (currently 97-544-08-11), and the most recently adopted Prohibition of Possessing Wild Animals in Unincorporated Areas Court Order (currently 97-641-09-22 attachment A); and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes. Compliance shall include but not be limited to the regulations/codes listed.
- Enforce the most recently adopted Collin County Animal Control Regulations (currently 96-117-02-26, 97-544-08-11 and 97-641-09-22).
- Enforce Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes and definitions included in the Parks and Wildlife Code, Chapter 71.001. This shall include animals in the above statutes plus skunks, raccoons and snakes.
- Investigate and respond to all covered complaints.

- Enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges. Appear in Court as State's witness in all cases filed.
- As needed or required by law, perform humane destruction of animals in the field and removal of carcasses. Shall remain at scene with animal until verified destroyed.
- Submit any suspect animal's head to Department of State Health Services for rabies diagnosis, in the event of human contact.
- Capture of stray injured or aggressive animals as described in the most recently adopted Animal Control Ordinance and Vernon's Texas Annotated Codes, Volume 2 Agricultural Code, Chapter 142 Estray Statutes on a complaint basis.
- Provide monthly activity reports, per entity, showing activity of services provided during pervious month. Submit to each entity an annual audit report detailing services for the pervious twelve (12) month period, no later than March 31<sup>st</sup> of each year. The report shall include, but not be limited to, the following: date/time/destination of call, type of call, and any/all actions taken.



Contract Amendment ONE (1)

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

Vendor: City of Lucas  
665 Country Club  
Lucas, TX 75002

Effective Date 10/1/2019  
Contract No. 2018-397

Contract Jail Services

Awarded by Court Order No.: 2018-867-10-08  
Amendment 1 Court Order No.: \_\_\_\_\_

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Extension of agreement for a one (1) year period as provided for in section 2.01 of the contract documents.  
Agreement shall be in effect from October 1, 2019, continuing through and including September 30, 2020.

Charges for fiscal year 2020: \$98.78 per day, per inmate

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

ACCEPTED BY: \_\_\_\_\_ (Print Name)

City of Lucas  
665 Country Club  
Lucas, TX 75002

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

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

SIGNATURE \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
DATE: \_\_\_\_\_

## Interlocal Jail Services Agreement

This agreement is entered into on the 8 day of October, 2018, by and between the City of Lucas and Collin County. Both are political subdivisions of the State of Texas.

### Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.
2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att’y Gen. Op. No. JM-0151 (1984).
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

### Section 1. Definitions

#### 1.01 Jail Services

The term “jail services” means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

### Section 2. Term

#### 2.01 Term

As its term, this Agreement will last between October 1, 2018 and September 30, 2019. The parties expect to renew the Agreement for October 1, 2019 to September 30, 2020. In the event that such a renewal is delayed, however, this Agreement will automatically renew for another fiscal year under the terms set out here.

#### 2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.



### **Section 3. Services**

#### **3.01 Services**

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled to 100% of its capacity.

#### **3.02 Persons Accepted**

- (1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.
- (2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.
- (3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.
- (4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the

discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

- a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or
- b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship."

#### **Section 4. Non-Exclusivity of Service Provision**

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

#### **Section 5. Compensation**

##### **5.01 Basic Charge**

The City will pay the County a Basic Charge of \$94.47 per day or part of a day per inmate that the City requests be confined on the City's charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See Gov't Code, § 791.011(e).*

##### **5.02 Additional Charges**

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City's charges (the City's inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City's inmates. Where reasonable and consistent with the County's legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City's inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, "the City" means an officer with sufficient authority to make binding decisions about an inmate's care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access

to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov't Code, § 511.009(a)(23)); *id.* § 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

### **5.03 Billing**

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

### **5.04 Cost of Additional Charges**

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

### **5.05 Source of Payment**

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov't Code, § 791.011(d)(3).

## **Section 6. Lawful Arrest and Detention**

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

## **Section 7. Procedures**

### **7.01 Delivery and Release of Inmates**

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

## **7.02 Removal on Termination**

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

## **Section 8. Civil Liability**

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Lucas or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

## **Section 9. Amendment**

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

## **Section 10. Controlling Law**

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

**Section 11. Notices**

**11.01 Form of Notice**

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

**11.02 Addresses**

A party will address a communication to the other's address as follows:

- |   |   |
|---|---|
| (a) if the County, to:  | (b) if to the County, Copy to:  |
| Keith Self, County Judge<br>Collin County Administration Bldg<br>2300 Bloomdale Road<br>McKinney, Texas 75071 | Sheriff Jim Skinner<br>Collin County Sheriff's Office<br>4300 Community Ave.<br>McKinney, Texas 75071 |

- (b) if the City, to:

*Joni Clarke, City Manager  
City of Lucas  
6665 Country Club, Lucas, TX 75002*

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

Collin County Purchasing  
Collin County Administration Bldg.  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071

**Section 12. Resolution of Disputes**

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City will in good faith use mediation or another non-binding dispute resolution process

**before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.**

**Section 13. Captions**

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

**Section 14. Counterparts**

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

**Section 15. Obligations of Condition**

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

**Section 16. Exclusive Right to Enforce this Agreement**

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

**Section 17. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

**Section 18. No Partnership or Agency**

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Collin County, Texas

By:

Keith Self  
Keith Self, County Judge

Date:

10/9/18

City of Lucas, Texas

By:

Title:

John  
Mayor

Date:

9-20-18



# City of Lucas

## City Council Agenda Request

### September 5, 2019

Item No. 04

Requester: City Engineer Stanton Foerster

#### **Agenda Item Request**

---

Consider authorizing the City Manager to negotiate and enter into a contract for the construction of the North Pump Station (Bid #019-19) with Lamarc, Inc. in the amount not to exceed \$1,457,299 plus a 10 percent contingency of \$145,730 for a total of \$1,603,029 using funds 21-8210-490-125 Water Tower.

#### **Background Information**

---

The North Pump Station project was advertised on July 25 and August 1, 2019. Bids were received on August 26 with a pre-bid meeting on August 13. Four contactors submitted bids. BW2 Engineers has reviewed the bids and found that the successful bidder is Lamarc, Inc. They submitted a bid package that was administratively complete and acceptable.

There were several add-alternates items in the bid package. These items dealt with driveway pavement, plumbing, storage, and building facade. These were included as add-alternates to lower the cost of the project. The bidders were not required to bid on these. Lamarc, Inc. did not bid on any of the add-alternates. The work described in these add-alternates can be added after or during the project if funding is available. None of the add-alternates are necessary for the successful operation of the pump station.

Lamarc, Inc. bid a total of 390 days for the project. This was the maximum number of days allowed in the bid documents and matches the engineering's estimate.

The City expects timely completion of the contract within the timeframe indicated in Lamarc's bid. The City may assess liquidated damages in the amount of \$500 per day for each day a project is delayed in completion.

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

---

1. Bid Tabulations
2. Budget Information

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

---

There is a balance of \$2,677,240 in 21-8210-490-125 Water Tower. After subtracting the \$1,603,029 for the North Pump Station project, there is a remaining balance of \$1,074,211 to fund the water tower project which is currently estimated to be \$2,000,000 with a proposed letting in mid-2020.





# City of Lucas

## City Council Agenda Request

### September 5, 2019

#### **Recommendation**

---

Staff recommends authorizing the City Manager to negotiate and enter into a contract for the construction of North Pump Station with Lamarc, Inc. in the amount not to exceed \$1,603,029.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to negotiate and enter into a contract for the construction of North Pump Station (Bid #019-19) with Lamarc, Inc. in the amount not to exceed \$1,457,299 plus a 10 percent contingency of \$145,730 for a total of \$1,603,029 using funds 21-8210-490-125 Water Tower.

**Stanton Foerster**

---

**From:** Mike Burge <mburge@bw2inc.com>  
**Sent:** Wednesday, August 28, 2019 4:47 PM  
**To:** Stanton Foerster  
**Subject:** North Pump Station Project -- Bid Tab (With OPCC Added)  
**Attachments:** 1844\_001.pdf

Stanton,

Per your request, we have added the OPCC to the bid tabulation for the North Pump Station project. We added the totals from the OPCC for each item. The OPCC and the bid tab have mostly the same items, but the OPCC was prepared several weeks ago before we had developed the more detailed bid schedule. There was a contingency item in the OPCC to cover the miscellaneous items that were included in the bid schedule (the items that don't have a cost included for them under the OPCC column on the bid tab). We included the contingency from the OPCC at the bottom of the bid tab to cover those items. I wanted to get this to you this afternoon; so, we focused on the totals for each item. I am going to compare the estimated quantities some tonight to see if we need to tweak the OPCC any if there are any significant differences in the quantities, but I think any revisions will be minor. If you have any questions, please let me know. I will be in the office for awhile tonight if you want to email me or call me. Thanks.

Mike



Virus-free. [www.avg.com](http://www.avg.com)

CITY OF LUCAS NORTH PUMP STATION												
Bid Opening: Monday, August 26, 2019												
Time: 2:00 PM												
BW2 Project No. 17-1811			BW2 Engineers, Inc.									
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Lamar, Inc		Dake Construction		Red River Construction		Crescent Constructors		Engineer's OPCC
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	TOTAL
1	Mobilization, bonds	1	LS	\$ 89,896.00	\$ 89,896.00	\$ 48,700.00	\$ 48,700.00	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00
2	Furnish and install pump building including foundation	1	LS	\$ 184,934.00	\$ 184,934.00	\$ 214,100.00	\$ 214,100.00	\$ 220,000.00	\$ 220,000.00	\$ 619,400.00	\$ 619,400.00	\$ 180,000.00
3	Furnish and install concrete approach driveway	37	SY	\$ 190.00	\$ 7,030.00	\$ 147.00	\$ 5,439.00	\$ 120.00	\$ 4,440.00	\$ 145.00	\$ 5,365.00	\$ 5,920.00
4	Furnish and install concrete sidewalk	9	SY	\$ 244.00	\$ 2,196.00	\$ 1,000.00	\$ 9,000.00	\$ 70.00	\$ 630.00	\$ 100.00	\$ 900.00	
5	Furnish and install pump and motor, with appurtenances.	5	EA	\$ 27,830.00	\$ 139,150.00	\$ 28,500.00	\$ 142,500.00	\$ 29,000.00	\$ 145,000.00	\$ 28,000.00	\$ 140,000.00	\$ 100,000.00
6	Furnish and install all piping and required fittings and appurtenances outside the pump building	1	LS	\$ 71,444.00	\$ 71,444.00	\$ 50,400.00	\$ 50,400.00	\$ 80,000.00	\$ 80,000.00	\$ 90,000.00	\$ 90,000.00	\$ 70,000.00
7	Furnish and install 12" AWWA C900 DR-18 w/20" steel casing	111	LF	\$ 357.00	\$ 39,627.00	\$ 460.00	\$ 51,060.00	\$ 800.00	\$ 88,800.00	\$ 800.00	\$ 88,800.00	
8	Cut out and remove existing 12" water line as required and install 12" x 12" tee and 1-12" gate valve	1	EA	\$ 10,687.00	\$ 10,687.00	\$ 6,800.00	\$ 6,800.00	\$ 10,700.00	\$ 10,700.00	\$ 6,000.00	\$ 6,000.00	
9	Cut out and remove existing 12" water line as required and install 12" x 12" tee and 1-12" gate valve	1	EA	\$ 9,571.00	\$ 9,571.00	\$ 8,900.00	\$ 8,900.00	\$ 19,000.00	\$ 19,000.00	\$ 7,000.00	\$ 7,000.00	
10	Cut out and remove existing 16" water line and steel casing as required and furnish and install 1-12"x12" tee and 1-16"x12" reducer and 1-12" gate valve	1	EA	\$ 14,171.00	\$ 14,171.00	\$ 9,900.00	\$ 9,900.00	\$ 13,600.00	\$ 13,600.00	\$ 10,000.00	\$ 10,000.00	
11	Remove existing 12" water line and valve at existing ground storage tank, connect proposed 12" waterline, and furnish and install 12" gate valve	1	EA	\$ 7,855.00	\$ 7,855.00	\$ 9,300.00	\$ 9,300.00	\$ 30,000.00	\$ 30,000.00	\$ 9,000.00	\$ 9,000.00	
12	Connect to existing 12" water line at existing 12" valve	1	EA	\$ 2,415.00	\$ 2,415.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
13	Furnish and install 12" gate valve	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 2,600.00	\$ 13,000.00	\$ 5,000.00	\$ 25,000.00	\$ 3,500.00	\$ 17,500.00	
14	Furnish and install fire hydrant with 6" lead and 6" gate valve	1	EA	\$ 7,800.00	\$ 7,800.00	\$ 5,300.00	\$ 5,300.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	
15	Cut and plug existing 16" water line	1	EA	\$ 3,600.00	\$ 3,600.00	\$ 1,300.00	\$ 1,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	
16	Cut and plug existing 12" water line	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	
17	Furnish and install wastewater holding tank	1	EA	\$ 9,200.00	\$ 9,200.00	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	
18	Furnish and install all piping (including the drain pipe) and valves and all appurtenances inside and under the pump building	1	LS	\$ 140,818.00	\$ 140,818.00	\$ 130,000.00	\$ 130,000.00	\$ 238,800.00	\$ 238,800.00	\$ 90,000.00	\$ 90,000.00	\$ 50,000.00
19	Furnish and install all electrical components, electrical accessories, electrical conduits, and wiring	1	LS	\$ 234,025.00	\$ 234,025.00	\$ 308,600.00	\$ 308,600.00	\$ 229,210.00	\$ 229,210.00	\$ 225,000.00	\$ 225,000.00	\$ 250,000.00
20	Furnish and install all site work	1	LS	\$ 17,549.00	\$ 17,549.00	\$ 26,400.00	\$ 26,400.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 10,000.00

Bid Opening: Monday, August 26, 2019 Time: 2:00 PM BW2 Project No. 17-1811			CITY OF LUGAS NORTH PUMP STATION				BW2 BW2 Engineers, Inc.					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Lamar, Inc		Dake Construction		Red River Construction		Crescent Constructors		Engineer's OPCC
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	TOTAL
21	Furnish and install temporary erosion control	1	LS	\$ 8,043.00	\$ 8,043.00	\$ 16,000.00	\$ 16,000.00	\$ 19,000.00	\$ 19,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00
22	Furnish and install hydromulch	5,000	SY	\$ 1.50	\$ 7,500.00	\$ 2.10	\$ 10,500.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 12,000.00
23	Furnish and install pump control valve	5	EA	\$ 9,925.00	\$ 49,625.00	\$ 10,300.00	\$ 51,500.00	\$ 9,000.00	\$ 45,000.00	\$ 11,000.00	\$ 55,000.00	\$ 35,000.00
24	Furnish and install piers for the pump building	1	LS	\$ 20,413.00	\$ 20,413.00	\$ 13,800.00	\$ 13,800.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
25	Furnish and install select fill required for pump station building	1	LS	\$ 12,650.00	\$ 12,650.00	\$ 7,600.00	\$ 7,600.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00
26	Remove and dispose of existing asphalt at entrance from Country Club Road (FM 1378) to North Pump Station	61	SY	\$ 184.00	\$ 11,224.00	\$ 66.00	\$ 4,026.00	\$ 20.00	\$ 1,220.00	\$ 50.00	\$ 3,050.00	\$ 10,000.00
27	Furnish and install asphalt approach at entrance from County Club Road (FM1378) to North Pump Station site	94	SY	\$ 212.00	\$ 19,928.00	\$ 350.00	\$ 32,900.00	\$ 170.00	\$ 15,980.00	\$ 185.00	\$ 17,390.00	
28	Furnish and install flex base parking area	883	SY	\$ 37.00	\$ 32,671.00	\$ 75.00	\$ 66,225.00	\$ 40.00	\$ 35,320.00	\$ 65.00	\$ 57,395.00	\$ 36,000.00
29	Furnish and install heaters and ventilation system	1	LS	\$ 29,554.00	\$ 29,554.00	\$ 70,000.00	\$ 70,000.00	\$ 19,000.00	\$ 19,000.00	\$ 38,000.00	\$ 38,000.00	\$ 20,000.00
30	Furnish and install cooling units	1	LS	\$ 6,268.00	\$ 6,268.00	\$ 12,000.00	\$ 12,000.00	\$ 2,800.00	\$ 2,800.00	\$ 38,000.00	\$ 38,000.00	\$ 10,000.00
31	Furnish and install 2-inch air release and vacuum valve.	10	EA	\$ 1,772.00	\$ 17,720.00	\$ 1,100.00	\$ 11,000.00	\$ 1,600.00	\$ 16,000.00	\$ 1,300.00	\$ 13,000.00	\$ 10,000.00
32	Furnish and install fence	1,400	LF	\$ 44.00	\$ 61,600.00	\$ 24.00	\$ 33,600.00	\$ 50.00	\$ 70,000.00	\$ 75.00	\$ 105,000.00	\$ 37,800.00
33	Furnish and install engine generator, including concrete pad and appurtenances	1	EA	\$ 132,998.00	\$ 132,998.00	\$ 152,600.00	\$ 152,600.00	\$ 125,000.00	\$ 125,000.00	\$ 130,000.00	\$ 130,000.00	\$ 90,000.00
34	Relocate existing transfer switch for generator	1	EA	\$ 3,335.00	\$ 3,335.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00
35	Furnish and install flow meter	1	EA	\$ 4,025.00	\$ 4,025.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 8,900.00
36	Furnish and install bollard	7	EA	\$ 980.00	\$ 6,860.00	\$ 300.00	\$ 2,100.00	\$ 1,700.00	\$ 11,900.00	\$ 600.00	\$ 4,200.00	\$ 5,600.00
37	Furnish and install trench safety system	1	LS	\$ 3,400.00	\$ 3,400.00	\$ 9,100.00	\$ 9,100.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00
38	Furnish and install electric gate and appurtenances	1	EA	\$ 6,555.00	\$ 6,555.00	\$ 32,900.00	\$ 32,900.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,800.00
	Contingency	1	LS									\$ 162,900.00
<b>Total Base Bid:</b>				<b>\$ 1,457,037.00</b>		<b>\$ 1,578,650.00</b>		<b>\$ 1,629,900.00</b>		<b>\$ 1,977,000.00</b>		<b>\$ 1,209,920.00</b>
<b>Total Calendar Days:</b>			<b>390</b>		<b>300</b>		<b>390</b>		<b>300</b>			
Add Alternate No. 1												
1-A-1	Removal and disposal of the existing asphalt driveway and parking area	704	SY			\$ 44.00	\$ 30,976.00	\$ 25.00	\$ 17,600.00	\$ 10.00	\$ 7,040.00	
1-A-2	Furnish and install a flex base driveway and parking area	1,546	SY			\$ 77.00	\$ 119,042.00	\$ 25.00	\$ 38,650.00	\$ 65.00	\$ 100,490.00	
1-A-3	Furnish and install 6" concrete curb	38	LF			\$ 45.00	\$ 1,710.00	\$ 25.00	\$ 950.00	\$ 30.00	\$ 1,140.00	
<b>Total Add Alternate No. 1</b>				<b>No Bid</b>		<b>\$ 151,728.00</b>		<b>\$ 57,200.00</b>		<b>\$ 108,670.00</b>		
Add Alternate No. 2												
2-A-1	Removal and disposal of existing asphalt driveway and parking area	704	SY			\$ 44.00	\$ 30,976.00	\$ 25.00	\$ 17,600.00	\$ 10.00	\$ 7,040.00	

City of Lucas

**Capital Project - Elevated Water Tower (21-8210-490-125)**

Design (4-6-17 City Council Meeting approved)	\$ 185,000.00
Construction (Estimate)	\$ 2,777,240.00
<b>Total Approved Budget Amount</b>	<u>\$ 2,962,240.00</u>

**Payments:**

	FY 16-17	FY 17-18	FY 18-19	TOTAL
Design (BW2)	\$ 38,875.00	\$ 73,245.00	\$ -	\$ 112,120.00
Construction	\$ -	\$ -	\$ -	\$ -
Misc.	\$ -	\$ -	\$ -	\$ -
<b>Total Payments</b>	<b>\$ 38,875.00</b>	<b>\$ 73,245.00</b>	<b>\$ -</b>	<b>\$ 112,120.00</b>

**Encumbered:**

Outstanding Design Costs (BW2)	\$ 72,880.00
<b>Total Outstanding Encumbered</b>	<u>\$ 72,880.00</u>

Total Budget	\$ 2,962,240.00
Minus Payments	\$ (112,120.00)
Minus Encumbered Balance	\$ (72,880.00)
<b>Total Under/(Over) Budget</b>	<u>\$ 2,777,240.00</u>

Contingency: \$ -

**Note: \$2,777,240 was approved by City Council 3-2-17 - 2017 CO Funded WF Project**



# City of Lucas

## City Council Agenda Request

### September 5, 2019

Item No. 05

Requester: Assistant to the City Manager Kent Souriyasak

#### **Agenda Item Request**

---

Consider approval of the Communications Facilities License Agreement with Big Wave Wireless, LLC to allow wireless telecommunication equipment to be located on the Winningkoff water tower for an initial period of five years maintaining all existing contractual requirements; and authorizing the City Manager to execute the agreement.

#### **Background Information**

---

Big Wave Wireless (BWW), LLC is a new local owned business in the City of Lucas that offers fixed wireless internet service. BWW plans to actively work on deploying additional towers in the future to ensure that more areas have access to internet. The internet service package includes the Total Home Wi-Fi which covers 1,500 square feet with additional cabling and access points available for subscribers.

BWW has expressed interest in locating wireless telecommunication equipment on the Winningkoff water tower located at 745 Winningkoff Road as an access point to provide internet service to residents. BWW is proposing to pay \$500 per month to be on the Winningkoff water tower for an initial period of five years unless sooner terminated as stated in the Communications Facilities License Agreement.

The City of Lucas currently has three licensees:

1. AT&T pays \$1,500 per month to be on the Winningkoff water tower for an initial period of five years.
2. Rise Communications pays \$500 per month to be on the Winningkoff water tower and \$500 per month to be on the McGarity water tower for an initial period of three years.
3. Verizon Wireless pays \$1,950 per month to be on the Winningkoff water tower and \$2,300 per month to be on the McGarity water tower for an initial period of five years.

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

---

1. Big Wave Wireless, LLC Communications Facilities License Agreement

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

---

The potential revenue for the City would total \$6,000 annually (or \$500 per month for one year) during the initial period of five years.



# City of Lucas

## City Council Agenda Request

### September 5, 2019

#### **Recommendation**

---

City staff recommends approving the Communications Facilities License Agreement with Big Wave Wireless, LLC to allow wireless telecommunication equipment to be located on the Winningkoff water tower for an initial period of five years maintaining all existing contractual requirements; and authorizing the City Manager to execute the agreement.

#### **Motion**

---

I make a motion to approve/deny the Communications Facilities License Agreement with Big Wave Wireless, LLC to allow wireless telecommunication equipment to be located on the Winningkoff water tower for an initial period of five years maintaining all existing contractual requirements; and authorizing the City Manager to execute the agreement.

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**COMMUNICATIONS FACILITIES  
LICENSE AGREEMENT**

This Communications Facilities License Agreement ("Agreement") is made by and among the City of Lucas, Texas ("City") and Big Wave Wireless, LLC, a fixed wireless internet service provider, with its principal offices located at 950 Honeysuckle Lane, Lucas, Texas, 75002 ("Licensee") ( collectively referred to as "Parties" and individually as a "Party"), for use of certain premises and/or facilities according to the following terms and transactions.

**Article I  
Term**

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the "Commencement Date") and continue for a period of five (5) years, unless sooner terminated as provided herein.

1.2 Upon expiration of the Initial Term, the Parties may mutually agree to renew this Agreement for two (2) additional terms of one (1) year each (each a "Renewal Term").

**Article II  
Premises**

City is the owner of parcels of land and the Water Tower known as the Winningkoff Tower located at 745 Winningkoff Road (collectively referred to as "Water Towers" and individually referred to as "Facility") located in the City of Lucas, Collin County, Texas, (the Water Towers and Land are collectively referred to as the "Property" or the "Premises"). The Property is more particularly described in Exhibit "A" through "C", which is attached hereto and incorporated herein. City hereby leases to Lessee, and Lessee hereby leases from City, space on the Water Towers and all access and utility easements, if any, (collectively referred to as the "Premises").

**Article III  
Permitted Use**

The Premises may be used by Licensee only for permitted uses, which are (i) the transmission and reception of communications signals; (ii) the construction, alteration, maintenance, repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings; and, (iii) activities related to any of the foregoing.

**Article IV  
Rent**

4.1 Upon the Commencement Date, Licensee shall pay Rent to City in the following amount:

Winningkoff Tower	Five Hundred Dollars (\$500) per month.
-------------------	---



4.2 Rent shall be payable on the first day of the month, in advance, to City, at the following address: City of Lucas, Attention: City Manager, 665 Country Club Road, Lucas, Texas 75002.

## **Article V Improvements; Utilities; Access**

5.1 Licensee has the right to erect, maintain and operate on the Premises antennae facilities, including without limitation utility lines, transmission lines, electronic equipment, connecting cables and supporting equipment and structures thereto ("Licensee Facilities"), which facilities are depicted in the schematic or diagrams shown on the attached Exhibit "C." All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to the Licensee Facilities shall be held by Licensee. All of Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensee shall not damage, injure or impair any facilities or equipment on the Towers and Premises in the erection, installation, construction or maintenance of Licensee's Facilities and shall indemnify, hold harmless and defend City from any and all loss, damage or injury caused in whole or in part by Licensee or its agents, representatives or employees in this regard.

5.2 Licensee, Licensee's employees, agents and subcontractors shall have access to the Premises with prior notice to City twenty-four (24) hours a day, seven (7) days a week. If City is contacted by Licensee after City's normal business hours, Licensee shall reimburse City for the actual cost of any City personnel necessary for Licensee's access.

5.3 City shall maintain existing access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. City shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Licensee's use of such roadways.

5.4 City reserves the right to perform maintenance on the Water Towers, both structural and cosmetic (paint), at whatever intervals as may be required to assure the integrity and longevity of the Water Towers. If maintenance work is required, City agrees to provide Licensee with reasonable notice of not less than ninety (90) days prior to commencing such work to allow Licensee time to remove any and all of Licensee's antennas and equipment as may be necessary provided City makes best efforts to provide Licensee with sufficient notification of the intended work and the opportunity, at Licensee's cost and expense, to temporarily relocate and continue to operate its antennas and equipment, or otherwise to secure the antennas or the communication facilities generally, to protect them from damage and allow Licensee to continue to operate. Licensee shall be permitted to install any type of temporary facility necessary to keep its Communication Facility operational. Further, any maintenance will be conducted by City as diligently and expeditiously as possible. However, subject to the above, City shall not be responsible for system outages of up to thirty (30) days resulting from City's need for unusually

extensive maintenance and any inability of City to accommodate a relocation of Licensee's antennas to keep them operational.

5.5 City reserves the right to require Licensee to relocate its Facilities to another location on the Water Towers. Licensee shall complete the relocation of its Facilities within ninety (90) days after written notice from City. The relocation shall be at Licensee's expense, unless City's relocation requirement results from City's desire to lease space on the Water Towers to non-governmental third-party users. In that case, the third-party user shall be obligated to reimburse Licensee the reasonable relocation costs of Licensee.

## **Article VI Interference**

6.1 Licensee shall not interfere with the operation of (i) any radio equipment of City presently situated on the Water Towers or the Property or (ii) equipment situated on the Water Towers or the Property by other operators of radio equipment at the Water Towers site which is employed in Permitted Uses, including water systems, and which are in existence on the Commencement Date of this Agreement ("Present Operators") ("Harmful Interference"). Licensee shall coordinate with City and all Present Operators to ensure that Licensee's frequencies and antenna locations will be compatible with those of City and Present Operators.

6.2 In the event City desires to install new or additional radio communications equipment at the Water Towers site in the future, Licensee agrees to cooperate with City in the remedying of any radio interference with said radio equipment, however, in no event shall Licensee be required to cease its activities or move its antennas or equipment on the Water Towers site or relocate the equipment shelter unless such interference is sufficient to disrupt police, fire, public works, any City communications or other emergency communications ("Emergency Interference").

6.3 In the event there is Harmful Interference to said electronic equipment, Licensee shall promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all reasonable steps to eliminate said Harmful Interference within ten (10) days after notice from City or such other operator to Licensee advising of the Harmful Interference. If said Harmful Interference cannot be eliminated within thirty (30) days after notice thereof, Licensee agrees to suspend operations (transmissions) at the site while the Harmful Interference problems are studied, and a means found to mitigate them. If said Harmful Interference cannot be eliminated, then Licensee shall, without penalty or further liability, terminate this Agreement upon immediate notice to City and remove its equipment shelter and its Antenna Facilities, concrete pad, cables and any other Licensee owned equipment from City's property.

6.4 In the event there is Emergency Interference to said electronic equipment, Licensee shall immediately suspend operations (transmissions) at the Water Towers site and promptly take all steps necessary to identify the problem, and, if caused by Licensee's equipment, to take all such steps as are necessary to eliminate said Emergency Interference. If said Emergency Interference cannot be eliminated within sixty (60) days, then Licensee may, at its sole election and without

penalty or further liability, terminate this Agreement upon immediate notice to City and remove its equipment shelter and its Antenna Facilities from the Property.

6.5 During the term of this Agreement and any extension thereof, City shall from time to time lease additional space on the Water Towers site and Property and may grant to such licensees the same non-exclusive easements for access and utilities as are above granted to Licensee. Such licensees' intended use of the property leased to them may be similar or substantially the same as the above described use by Licensee. City shall not be responsible to Licensee for the activities of any other such user as such may affect Licensee. However, City shall cause all subsequent users of the Water Towers site to agree to a clause similar to this Article VII herein, promising to immediately eliminate interference if said user's equipment should interfere with that of Licensee, or any other user of the Water Towers site and providing that all then existing licensees and Present Operators on the Water Towers site and at the Premises are third-party beneficiaries of such agreement which may be enforced directly by Licensee and/or any other licensee or user. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury to Licensee and, therefore, Licensee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action against the interfering party to enjoin such interference. In the event Licensee and the interfering party fail to eliminate such interference, Licensee shall have the right to terminate this Agreement upon ten (10) days written notice to City with no further obligation or liability between City and Licensee.

6.6 Licensee shall have the sole burden of, and be responsible for all costs associated with, alleging and proving that another user, including City owned equipment of the Premises is causing significant interference, or for otherwise enforcing Licensee's rights under this Agreement. City shall not be responsible for the costs associated with the resolution of any dispute between users of the Premises or enforcement of any of Licensee's rights under this Agreement.

## **Article VII Taxes**

Licensee shall be responsible for and pay any taxes directly attributable to the Licensee Facilities or Licensee's use of the Property.

## **Article VIII Condition of Site**

Licensee accepts the Premises as is, in its current condition, and City makes no representations or warranties, and hereby disclaims any and all such representations or warranties, express or implied, of any kind or nature, with regard to the Facilities and Premises. City shall maintain the Premises in compliance with all applicable statutes, regulations and rules, and in a manner which will not interfere with Licensee's reasonable use of the site. Upon expiration, cancellation, or termination of this Agreement, Licensee shall remove its equipment, antenna systems and structures from the Premises at Licensee's sole cost and expense. However, upon vacation of this site, Licensee shall surrender the Premises in substantially the same condition as received, except for ordinary wear and tear, as determined by City. If, as determined by City, the

Premises are not surrendered in satisfactory condition, Licensee shall be liable to City for an amount representing the actual cost to restore the Premises to substantially the same condition as received. In the event of Licensee's timely failure to remove its equipment, antenna systems, and structures, City may do so at its expense and retain and sell any such equipment, antenna systems, and structures in compensation for any past due obligations. Licensee hereby grants and conveys a lien on all equipment, antenna systems and structures installed and used at the Premises for such purposes, enforceable without judicial intervention, perfected by written notice to Licensee to cure its default within ten (10) days of such notice. Any permanent improvements or fixtures installed on the Premises by Licensee shall become the property of City upon the expiration of this Agreement.

### **Article IX Termination**

9.1 This Agreement, or any individual Facility, may be terminated without further liability on ninety (90) days prior written notice as follows:

- (a) by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is twenty (20) business days from receipt of notice;
- (b) by Licensee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of Licensee's Facilities, or if the Facility is no longer financially appropriate for Licensee's business operations;
- (c) by City if City decides in its sole discretion and for any reason, to redevelop the Premises and/or discontinue use of the Water Towers;
- (d) by City if it determines, in its sole discretion and for any reason, that the Water Towers are structurally unsound or otherwise not suitable for Licensee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Water Towers from any source, or factor relating to condition of the Water Towers;
- (e) by City if it determines in its sole discretion that continued use of the Water Towers by Licensee is in fact a threat to health, safety or welfare or violates applicable laws or ordinances; or
- (f) by City at its sole discretion if Licensee loses its license to provide service for any reason, including, but not limited to, nonrenewal, expiration, or cancellation of its license.

9.2 Notice of Licensee's termination pursuant to paragraph X(a) shall be given to City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such

notice. All rentals paid for the License of the Premises prior to said termination date shall be retained by City. Upon such termination, this Agreement shall become null and void and the Parties shall have no further obligations to each other, except, if terminated for reason of Licensee default, that rental payments to City shall continue as liquidated damages for the remainder of the term of this Agreement, not to exceed 150% of the annual rent for the year in which such termination occurs.

## **Article X Destruction or Condemnation**

If the Premises or Licensee Facilities are materially damaged, abandoned, removed, destroyed, condemned or transferred in lieu of condemnation, City or Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to the other Party not more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If City undertakes to rebuild the Water Towers, City agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Licensee is able to secure a replacement transmission location or the reconstruction of Licensee's Facilities is completed.

## **Article XI Insurance**

Licensee, at Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Licensee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Licensee, its employees and agents arising out of or in connection with Licensee's use of the Premises, all as provided for herein. City shall be named as an additional insured on Licensee's policy. Licensee shall provide to City a certificate of insurance evidencing the coverage within thirty (30) days prior to the Commencement Date.

## **Article XII Warranty of Title and Quiet Enjoyment**

City warrants that: (i) City owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) City has full right to make and perform this Agreement; and (iii) City covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises.

## **Article XIII Repairs**

Licensee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Licensee. Except as set forth in Article VI(a) above, upon expiration or termination hereof, Licensee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

#### **Article XIV Hazardous Substances**

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. City and Licensee agree to assume all duties, responsibilities and liabilities at their sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) each Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the Party thereon, unless the environmental conditions are caused by the other Party. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **Article XV Liability and Indemnity**

15.1 Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the equipment, antenna systems, and other alterations or improvements authorized herein, and shall fully indemnify City against any loss, damage, cost, or expense which may be sustained or incurred by City as a result of Licensee's installation, operation, or removal of said improvements, except where caused in whole or in part by the gross negligence or willful misconduct of City, its agents, servants or employees.

15.2 Licensee agrees and is bound to indemnify, defend, and hold City whole and harmless against any and all claims for any loss or damages that may arise out of the use, maintenance, and occupancy of Licensee's Facilities and use of the Premises by Licensee, except where caused in whole or in part by the gross negligence or willful misconduct of City, its agents, servants or employees.

15.3 Licensee agrees that Licensee shall indemnify, defend, release, acquit, and hold free and harmless City, its agents, representatives and employees from and against any and all claims, demands, causes of action, liabilities, losses, and damage, whether asserted by Licensee, its agents, representatives or employees, or any third party which in any way relates to or arises from Licensee's Facilities or the installation or maintenance thereof, or from Licensee's entry onto and

utilization of the Property, including but not limited to claims or causes of action alleging that loss, injury or damage were caused in whole or in part by City's negligence.

## **Article XVI Water Towers Marking and Lighting Requirements**

City acknowledges that it, and not Licensee, shall be responsible for compliance with all Water Towers marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Licensee be cited by either the FCC or FAA because the Water Towers are not in compliance due to Licensee's Facilities and, should Licensee fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, City may terminate this Agreement.

## **Article XVII Public Emergency**

The Parties understand and agree that the primary function of the Property is to serve as a water tower for City and that the interests of Licensee are superseded by the public health, safety, and welfare of the citizens of the City of Lucas served by the Water Towers. In the event that the City Council or City Manager declare a public emergency or there exists a threat to the Water Towers or potable water supply that would detrimentally impact public health, safety and welfare such that immediate action is necessary, Licensee shall immediately remove its improvements from the Premises. In the event Licensee is not able to immediately respond, City may remove Licensee's improvements without incurring liability for damages of any type. Costs of removal and reattachment of improvements shall be borne by Licensee.

## **Article XVIII Miscellaneous**

18.1 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.

18.2 Assignment/Subletting. Licensee may not assign nor sublet this Agreement in whole or in part without the prior written consent of City. In the event of an assignment or sublet by Licensee 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.

18.3 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.

18.4 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.

18.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

18.6 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.

18.7 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:

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

With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Telephone: 214.965.9900

If intended for Professional:

Big Wave Wireless  
Attn: Amye Mercer, President  
950 Honeysuckle Lane  
Lucas, Texas 75002  
Telephone: 469-640-0030

18.8 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.

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

18.10 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 fire, flood, earthquake, elements of nature or acts of God, 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.

18.11 Compliance with Federal, State & Local Laws. Licensee 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.

18.12 Prohibition of Boycott Israel. Licensee 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Joni Clarke  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(08-27-2019:TM110379)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Big Wave Wireless, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**  
**Winningkoff Water Tower Legal Description**

Being a tract of land situated in the Calvin Boles Survey, Abstract No. 28, Collin County, Texas, and being part of a 224.497 acre tract covered to the North Texas Municipal Water District by deed recorded in Volume 1326, Page 253, of the deed records of Collin County, Texas, and being more particularly described as follows:

**Beginning** at a point for comer located North 89° 37' 10" West 1599.37 feet and North 0° 40' 50" West a distance of 285.00 feet to a point for comer;

**Thence South** 89° 3 7' 1 0" East a distance of 152.84 feet to a point for comer;

**Thence South** 0° 40' 50" East a distance of 285.00 feet to a point for comer located 35.00 feet from the south line of said 224.497 acre tract;

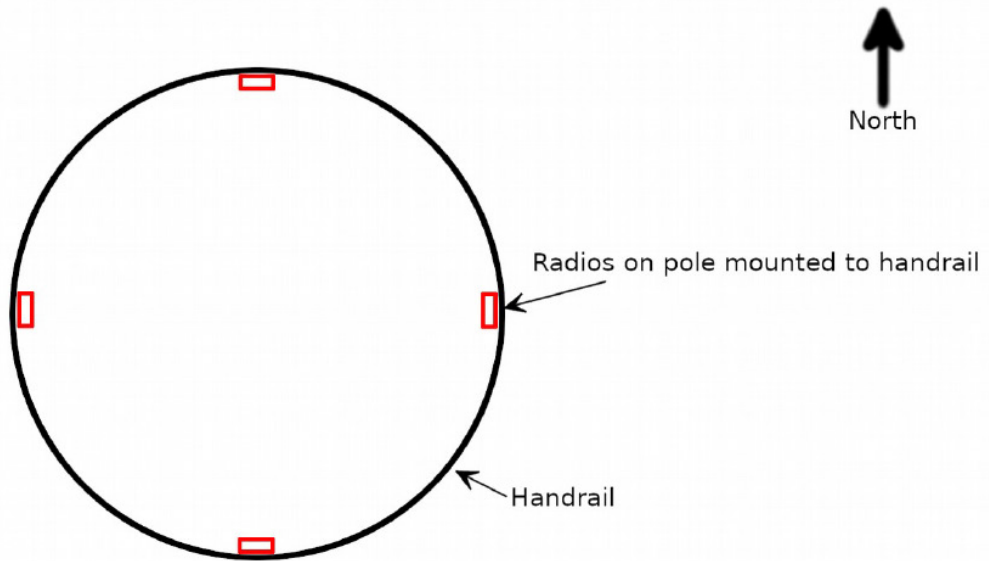
**Thence North** 89° 37' 10" West 35.00 feet from and parallel to said south line a distance of 152.84 feet to the point of beginning and containing 1.00 acres of land.

**Exhibit “B”  
Winningkoff Water Tower  
License Facilities  
Big Wave Wireless, LLC**

Equipment on tower				
	Sector 1	Sector 2	Sector 3	Sector 4
Type	PtMP	PtMP	PtMP	PtMP
Quantity	1	2	3	4
Manufacturer	Radwin	Radwin	Radwin	Radwin
Model	Jet Pro	Jet Pro	Jet Pro	Jet Pro
Weight	7.3 lbs	7.3 lbs	7.3 lbs	7.3 lbs
Dimensions	14" x 9"	14" x 9"	14" x 9"	14" x 9"
RAD Center AGL	160	160	160	160
Mount Type	pole on handrail	pole on handrail	pole on handrail	pole on handrail
Azimuth	45°	135°	225°	315°
Mech Tilt	0°	0°	0°	0°
Licensed/unlicensed	unlicensed	unlicensed	unlicensed	unlicensed
TX Frequency	5.8 GHz	5.8 GHz	5.8 GHz	5.8 GHz
RX Frquency	5.8 GHz	5.8 GHz	5.8 GHz	5.8 GHz
Antenna Gain (dB)	20 dBi	20 dBi	20 dBi	20 dBi
# Lines per Antenna	1	1	1	1
Line Manfuacturer	Radwin	Radwin	Radwin	Radwin
Line Type	CAT5e	CAT5e	CAT5e	CAT5e
Line Diameter	0.36"	0.36"	0.36"	0.36"
Conduit	yes	yes	yes	yes

**Exhibit "C"**  
**Winningkoff Water Tower**  
**License Facilities**  
**Big Wave Wireless, LLC**

Lucas Winningkoff Water Tower – 745 E Winningkoff Rd





# City of Lucas

## City Council Agenda Request

### September 5, 2019

Requester: City Council

#### **Agenda Item Request**

---

Consider authorizing the City Manager to enter into a professional service agreement in the amount not to exceed \$34,000 using Fiscal Year 2019-2020 Unrestricted General Fund Reserves with Lee Engineering for two traffic studies: 1) Estelle Lane/Gold Dust Trail/Forestview Drive area in the amount of \$26,500 and 2) Winningkoff Road/Blondy Jhune Road area in the amount of \$7,500.

#### **Background Information**

---

Councilmember Wayne Millsap raised a concern regarding the stop signs and road humps on Forestview Drive and Gold Dust Trail within the Huntwick neighborhood. With the purchase of a new fire engine and construction closure of Blondy Jhune Road, the potential problem of stop signs and road humps has not been addressed. Councilmember Millsap's primary concern is the emergency calls that Lucas Fire-Rescue will need to respond to in the Huntwick neighborhood and beyond. There are possibly three stop-sign intersections and three road humps that could present a hazard to the fire engines and ambulance. There is also a time delay that could occur when sufficiently slowing down in order to avoid damage. A larger apparatus will be slower in slowing down to proceed over the road humps.

The new fire engine was delivered in March of this year and construction closure of Blondy Jhune Road is scheduled for April 2019 through March 2020. With the new fire engine and timing of the road construction, it is important to discuss how to reduce the potential problem of stop signs and road humps as it can directly affect Lucas Fire-Rescue apparatus during an emergency response.

During the April 4, April 18, June 6, and June 20, 2019, City Council meetings this issue was discuss in various forms and from numerous points of view.

As directed by the City Council, the City Manager contacted Lee Engineering requesting a proposal based on the criteria listed on the Item 9 June 20, 2019, cover sheet. Lee Engineering responded with a proposal on July 26, 2019, and the proposal was emailed to the City Council on July 29, 2019, for review.

Any work in the proposal will not be authorized to start until October 1, 2019, for budgeting reasons.



# City of Lucas

## City Council Agenda Request

### September 5, 2019

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

---

1. City Council Minutes
2. Item 9 June 20, 2019, Cover Sheet
3. Lee Engineering Contract
4. Lee Engineering Proposal

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

---

NA

#### **Recommendation**

---

Staff has no recommendation.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to enter into a professional service agreement in the amount not to exceed \$34,000 using Fiscal Year 2019-2020 Unrestricted General Fund Reserves with Lee Engineering for two traffic studies: 1) Estelle Lane/Gold Dust Trail/Forestview Drive area in the amount of \$26,500 and 2) Winningkoff Road/Blondy Jhune Road area in the amount of \$7,500 with work to begin after October 1, 2019.

**April 4, 2019**  
**City Council Minutes for Item 6**

**Discuss the stop signs and road humps on Forestview Drive and Gold Dust Trail that could potentially affect Lucas Fire-Rescue apparatus during an emergency response.**

Councilmember Millsap discussed his concern regarding the number of stop signs and road humps on Forestview Drive and Gold Dust Trail within the Huntwick neighborhood. He explained that with the new fire engine in service and construction closure of Blondy Jhune Road, traffic will be rerouted to the Huntwick neighborhood and there would be an impact on the maintenance of the fire engine as well as a delay in response time due to the number of stop signs and road humps in the neighborhood. Councilmember Millsap recommended that the road humps be removed, and the stop signs be consistent with the remainder of the City.

Mayor Olk noted that any action taken regarding the stop signs and road humps, the neighborhood should be informed and given an opportunity to express their opinion.

Mayor Pro Tem Peele and Councilmember Fisher suggested that should the speed humps be removed, rumble strips or some other alternative traffic calming device be installed as this neighborhood would be experiencing increased traffic due to the rerouting of Blondy Jhune.

Mayor Olk discussed with Fire Chief Ted Stephens the kind of impact the speed humps would have on the fire engine.

Chief Stephens explained that the fire engine weights approximately 47,000 pounds and the speed humps would damage the suspension and breaking system of the fire engine. Chief Stephens stated that the speed humps cause a 6-10 second delay for each hump and there was concern related to the safety of the individuals in the back of an ambulance.

Mayor Olk asked that this item be placed on the April 18, 2019 agenda for consideration of removal of the road humps only at this time and discussion of stop signs could be conducted at a later date. Mayor Olk also asked that the neighborhood be notified that consideration was being given to removing the speed humps for safety concerns with the fire engine and ambulance.

City Manager Joni Clarke stated that letters or flyers would be delivered to the neighborhood notifying them of the meeting.

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

**April 18, 2019**  
**City Council Minutes for Item 5**

**Consider removing road humps on Forestview Drive and Gold Dust Trail.**

Councilmember Millsap explained that the discussion of possibly removing road humps on Forestview and Gold Dust was discussed at the April 18, 2019 City Council meeting. Concerns were discussed related to emergency vehicles being damaged driving over the speed humps as well as



delays in response time. Councilmember Millsap stated that letters were mailed to homeowners in the neighborhood to facilitate discussion at this City Council meeting.

Mayor Olk called the following individuals forward that requested to speak:

Tracy Norris, 241 Forestview noted her opposition to the removal of the speed humps, the lack of visibility driving over the hilly portion of the roadway, and the danger this posed to children in the neighborhood. Ms. Norris suggested the Council invest in a traffic study before having the road humps removed.

Josh Jacobs, 232 Forestview noted his opposition to the removal of the speed humps, expressed his concern for children in the neighborhood and suggested that there were other road calming devices available to be installed should the road humps be removed. Mr. Jacobs stated that some type of traffic calming device was needed to slow vehicles in the area.

Maureen Mural, 282 Estelle, stated that her dog was a victim of a hit and run and speeding vehicles was a concern in their neighborhood. Ms. Mural was in opposition to removing the speed humps and the negative impact it would have on the neighborhood.

Kevin Patterson, 211 Estelle, expressed his concern that there was no time frame mentioned in the letter to the homeowners as to how long the speed humps would be removed. Mr. Patterson also questioned how many times emergency vehicles had been called out to their neighborhood to warrant the removal of the speed humps.

Connie Marshall, 305 Forestview, noted that she was opposed to having the road humps removed without an alternative traffic calming device installed.

Mayor Olk stated that a letter was received from Bob Gant, 122 Gold Dust that expressed the need for some sort of speed control devices especially given the increased traffic that would be in the neighborhood from the Blondy Jhune road construction project.

Mayor Olk explained that emergency vehicles having to slow down during a response call was a concern as well as while transporting patients. He noted that it takes a fire to become fully engulfed in six minutes and each speed hump caused a delay in response of six to eight seconds. Mayor Olk stated that he was in favor of reviewing other types of traffic calming devices for the neighborhood.

Councilmember Fisher stated that speed was a concern for the neighborhood and was in favor of reviewing alternative traffic calming devices.

Mayor Pro Tem Peele stated that because of the traffic congestion near West Lucas Road and Southview, the neighborhood was being used as a cut through. Mayor Pro Tem Peele noted that every second counted for emergency response and was in favor of reviewing other traffic calming devices for the neighborhood that would be easier for emergency vehicles to drive over.

Councilmembers Baney, Duke and Lawrence also stated they were in favor of reviewing other traffic calming devices for the neighborhood.

Mayor Olk stated that he would like staff to review other traffic calming devices, signage and speed tables and bring back the information to the May 2, 2019 City Council meeting.

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

**June 6, 2019**  
**City Council Minutes for Item 5**

**Consider removing the road humps on Forestview Drive and Gold Dust Trail.**

City Engineer Stanton Foerster discussed with the Council the steps needed in order to determine what the problems were in the area, if it was related to cut through traffic or speeding. He noted that a speed study was done during the Blondy Jhune bridge construction project, but at no other time had a speed study been conducted in the area. He also noted that the current signage and speed humps do not comply with any traffic calming device regulations.

Mayor Pro Tem Peele discussed the increased cut through traffic in neighborhoods due to the West Lucas Road/Southview intersection congestion and believed the speed humps should remain.

Councilmember Millsap stated that the speed humps were not solving the problem of cut through traffic or speeding and created slower response times for the ambulance and fire engine as well as creating a concern when carrying a patient in the ambulance.

Chief Stephens stated that the delay in response time for the ambulance and fire engine was 6-10 seconds.

Jeffrey Coulson, 242 Forestview, stated that he had seen traffic and speeds increase as more development occurs in the area. He stated that removing the speed humps was a safety concern for the area, and he had not seen any traffic control efforts from the Sheriff's office. Mr. Coulson stated that he was opposed to having the speed humps removed.

Tracey Norris, 241 Forestview, noted that with area construction, traffic would increase in their neighborhood over the next 18 months. She stated that the speed humps were effective as drivers do slow down for the speed humps and was opposed to having the speed humps removed.

Mike Fisher, 252 Forestview stated that the speed humps do slow drivers down and some type of device was needed in the neighborhood to slow traffic.

Laura Howard, 262 Estelle stated that the speeding traffic puts their children at risk and was not in favor of having the speed humps removed without an alternative being offered.

Mayor Olk noted a response was received from Kevin Patterson, 211 Estelle, that he was in opposition to removal of the speed humps but did not want to speak.

Ken Patterson, 232 Estelle stated that the Council has discussed removing the speed humps but provided no alternatives for a solution. Mr. Patterson stated that the neighborhoods have no sidewalk and residents must walk in the street area. He also asked if the City had data on the

number of dispatched emergency vehicles to the area and stated he was opposed to the road humps being removed without any alternatives being proposed.

Michelle Sullivan, 1730 Winningkoff said that she was forced to drive through the neighborhood due to construction in other areas and suggested additional signage be put in place regarding surveillance and request additional sheriff's deputies monitor the area.

Mr. Ballis, 1820 Winningkoff stated that the speed humps were installed as part of the construction of the neighborhood. He asked that Council think outside the box to find a solution.

Mayor Olk stated that there had been recent enforcement in the Huntwick area and several tickets had been written. The Council has concerns about traffic in the area, but also had concerns related to fire-rescue response times and transporting patients in the ambulance. Mayor Olk stated that he was considering leaving the road humps in place until construction was completed.

Councilmember Millsap suggested conducting a traffic study of the volume of vehicles and speed on Forestview, Winningkoff and Gold Dust. He also requested the Deputy increase their patrols in the area and review what kind of impact their presence has on speed and remove the speed humps for a period of time. Councilmember Millsap suggested the speed humps could be re-installed if needed and according to regulation, but that a traffic study was needed.

Councilmember Baney stated that he agreed a traffic study needed to be conducted, but the road humps remain in place until another solution is determined.

Councilmember Duke stated that there was no reason to conduct a study until construction in the area was complete.

Councilmember Lawrence stated that speed humps do slow traffic and they should remain in place until a study was conducted and a solution determined.

Mayor Pro Tem Peele stated that she was not in favor of removing the speed humps and was not in favor of a traffic study in the Huntwick area, but a study should be conducted elsewhere throughout the city where there was a known speeding problem. Mayor Pro Tem Peele noted that she would like to have increased patrols from the Deputy in this area.

Councilmember Fisher stated that a majority of the residents within the neighborhood are opposed to having the speed humps removed, and removing the humps is a safety concern for the neighborhood. Councilmember Fisher stated that another type of traffic calming device was needed before the speed humps were removed.

City Engineer Stanton Foerster discussed how speed humps were rated and discussed how traffic volumes and cut through traffic increases when school was in session.

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Fisher to conduct a traffic study that determines traffic volumes and speed conducted twice during the year, once while school was in session. The motion passed by a 6 to 1 vote with Mayor Pro Tem Peele voting in opposition.

**June 20, 2019**  
**City Council Minutes for Item 9**

**Consider authorizing the City Manager to proceed with receiving a proposal from Lee Engineering to provide a two-phase traffic review: (1) data collection and (2) design and creation of solutions related to traffic calming with the Huntwick neighborhood and Winningkoff Road.**

City Engineer Stanton Foerster stated that Lee Engineering would be conducting the traffic study in the Huntwick neighborhood and had outlined a scope for data collection as well as design solutions. Mr. Foerster asked if the City Council would like to move forward with their recommendation.

Mayor Pro Tem Peele stated that she was not in favor of conducting a traffic study in this area and would like to wait to see how traffic changed once intersection improvements had been completed at West Lucas Road and Southview.

Mayor Olk stated that he was in favor of data collection at this time but would defer the design and creation of solutions portion of the study until they have had a chance to review the data collected.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Lawrence to proceed with receiving a proposal from Lee Engineering to provide data collection as outlined in the Agenda coversheet. The motion passed by a 6 to 1 vote with Councilmember Fisher voting in opposition.



# City of Lucas

## City Council Agenda Request

### June 20, 2019

Item No. 09

Requester: City Engineer Stanton Foerster

### **Agenda Item Request**

---

Consider authorizing the City Manager to proceed with receiving a proposal from Lee Engineering to provide a two-phase traffic review: (1) data collection and (2) design and creation of solutions related to traffic calming with the Huntwick neighborhood and Winningkoff Road.

### **Background Information**

---

In 2016, Lee Engineering was selected as the preferred consulting engineer for traffic related studies. On Thursday, June 6th, City Engineer Stanton Foerster contacted Lee Engineering about the need for an origin/destination, speed, and volume data collection through the Huntwick neighborhood along Estelle Lane, Gold Dust Trail, and Forestview Drive.

The study area needs to be determined, such as whether Estelle Lane will be studied or just the portion on the Huntwick neighborhood. Typical speed studies place data collection every quarter mile. The Huntwick neighborhood is a slightly different study area.

Origin and destination (O-D) data collection can be achieved in various degrees of detail. The most detailed study is done by manual collection of license plate numbers and using the numbers to determine the ZIP Code associated with the vehicle registration.

The equipment for volume data collection is very similar to the equipment for speed data collection, but not all vehicles are accounted for in speed data collection. A minimum of four bargain data collection points are needed along the Estelle Lane collector connection.

Lee Engineering has proposed the following scope for the data collection and recommendations:

- Review existing traffic control devices in the neighborhood on West Estelle Lane, Winningkoff Road, Gold Dust Trail, and Forestview Drive.
- Review existing thoroughfare network and proposed thoroughfare plan to understand connectivity in the area.
- Identify capacity constraints in the network and the impacts on flows in the City and the neighborhood.
- Review existing construction projects and their impact on traffic flows in the City.
- Collect 24-hour Turning Movement Counts (TMC) at the intersection of Country Club Road at West Estelle Lane, Forestview Drive at Winningkoff Road, and Winningkoff Road at East Lucas Road.
- Review the 24-hour Turning Movement Counts (TMC). Determine goals of speed and volume counts and select up to eight locations on Forestview Drive, Gold Dust Trail,



# City of Lucas

## City Council Agenda Request

### June 20, 2019

West Estelle Lane, and Winningkoff Road. Also, select appropriate method for speed and volume counts (tubes, LIDAR, or pole mounted counter).

- Collect speed and volumes data at up to eight locations identified above.
- Based on the review of volumes and speed counts, determine if the O-D study should be conducted and identify goals of the O-D study.
- Collect O-D data with either license plates or Bluetooth on West Estelle Lane at Country Club Road and on Forestview Drive at Winningkoff Road.
- Review the volume, speed, and O-D data collected and identify any concerns related to speed and cut-through traffic in the neighborhood.
- If needed, propose traffic calming measures and associated costs.

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

---

NA

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

---

NA

#### **Recommendation**

---

Staff recommends obtaining a proposal from Lee Engineering to provide two phases of study: (1) data collection and (2) design and creation of solutions related to issue quantified in the data collection phase relating to speed, traffic volume, driving habits, and the diversion of traffic for both the Huntwick neighborhood and Winningkoff Road in the vicinity of Blondy Jhune Road. There will be no traffic calming tool discounted in the design and creation of the solutions.

#### **Motion**

---

I make a motion to approve/deny authorizing the City Manager to proceed with receiving a proposal from Lee Engineering to provide a two-phase traffic review: (1) data collection and (2) design and creation of solutions related to traffic calming with the Huntwick neighborhood and Winningkoff Road.

STATE OF TEXAS §  
COUNTY OF COLLIN §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement (“Agreement”) is made by and between the City of Lucas, Texas (“City”) and Lee Engineering, a Professional Engineering Firm (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires in connection with the Task 1) Traffic Data Collection (collected twice, before and after Fall 2019 school session starts); and Task 2) Multi-Way Stop Warrant Analysis for the Intersection of Winningkoff Road and E. Blondy Jhune Road (the “Project”) to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

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

**Article I  
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II  
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in Exhibit “A”, Scope of Services.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in Task 3, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's Project Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services. The reproductions shall include a compact disc containing all construction plan sheets in a ".dwg" format and a scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution and in electronic format as requested by the City or required in Exhibit "A".

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "A".

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "A" (Task 1 and Task 2).

4.2 Unless otherwise provided in Exhibit "A" the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such



additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in Exhibits "A" or "C". The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **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. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional 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.

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 without regard to any conflict of law rules; 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 Professional in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional 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.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 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, Texas  
665 Country Club Road  
Lucas, Texas 75002  
Telephone: 972-727-8999

With Copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard,  
Hager & Smith, LLP  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Telephone: 214.965.9900

If intended for Professional:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or

actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

**6.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE**

**PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6.12 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.

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

6.14 No Boycott Israel. Pursuant to Texas Government Code Chapter 2270, the Contractor agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

6.15 Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Lucas, Texas**

By: \_\_\_\_\_  
Mayor Jim Olk  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(01-20-15/69878)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Professional)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**  
**Scope of Services**



ARIZONA  
TEXAS  
NEW MEXICO  
OKLAHOMA

July 26, 2019

Mr. Stanton Foerster, P.E.  
Public Works Director  
City Engineer  
City of Lucas  
665 Country Club Road,  
Lucas, Texas 75002

Re: *Two Traffic Studies in the City of Lucas, TX*

Dear Mr. Foerster:

Lee Engineering (LEE) is pleased to submit this agreement to perform traffic engineering services for the City of Lucas, Texas. The services outlined below include two traffic studies. We will prepare a technical memorandum documenting the results for each study. This letter will be an agreement between the City and Lee Engineering, LLC to provide the services outlined in the Scope of Services below.

## **SCOPE OF SERVICES**

### **Task 1 – W. Estelle Lane, from Country Club Road to Winningkoff Road, Traffic Study**

It is our understanding that the City of Lucas has received several complaints regarding cut-through traffic and speeding on W. Estelle Lane between Country Club Road and Winningkoff Road. We will follow the work items below and provide a technical memorandum documenting the study results.

- The study area includes the intersections of W. Estelle Road with Country Club Road and Gold Dust Trail; the intersection of Gold Dust Trail and Forestview Drive, and the intersection of Forestview Drive and Winningkoff Road. LEE will visit the study area and to observe existing traffic control devices, posted speed limits, and intersection lane configurations on W. Estelle Lane, Winningkoff Road, Gold Dust Trail, and Forestview Drive.
- LEE will review existing thoroughfare network and proposed thoroughfare plan to understand connectivity in the area.
- LEE will review any existing and planned (within the next 24 months) construction projects, and their impact on traffic flows in the city.
- LEE will collect the following traffic data before and after the Fall 2019 school session starts:
  - 24-hor Turning Movement Counts (TMC) at the intersection of:
    - Country Club Road at W Estelle Lane
    - Forestview Drive at Winningkoff Road
    - Winningkoff Road at E. Lucas Road
  - Bi-directional speed data:
    - W. Estelle between Country Club Road and Gold Dust Drive
    - Forestview Drive west of Winningkoff Road

- Winningkoff Road north of Forestview Drive
- Based on the review of volumes and speed counts, determine if Origin-Destination (O-D) study should be conducted and identify the goals of the O-D study. For this proposal, LEE has assumed that O-D data will be collected at two locations:
  - Country Club Road and W. Estelle Lane
  - Winningkoff Road and Forestview Drive
- LEE will request, obtain, and analyze crash data from the Collin County Sherriff's Office for the study area intersections, if available.
- LEE will review the volume, speed, crash, and O-D data collected and identify any concerns related to speed and cut-through traffic in the neighborhood.
- LEE will also identify and proposed, If needed, traffic calming measures and associated cost to mitigate speeding and cut-through traffic concerns.
- LEE will present the results of this evaluation in a technical memorandum to the City Engineer.

**Task 1 Fee:**

Traffic Data Collection ( collected twice, before and after Fall 2019 school session starts) - \$10,600

LEE Fee - \$16,500

**Total Task 1 Fee - \$26,500**

**Task 2 – Multi-Way Stop Warrant Analysis for the Intersection of Winningkoff Road and E. Blondy Jhune Road**

It is our understanding that Blondy Jhune Road is under construction right now. LEE will obtain and review Blondy Jhune Road construction plan and schedule.

- LEE will obtain 24-hour Turning Movement Counts (TMS) at the intersection on a typical weekday under the following scenarios:
  - Before fall 2019, school session begins.
  - During September 2019
  - (\$1700)
- LEE will obtain bi-directional 24-hour speed data on Blondy Jhune Road west of Winningkoff and On Winningkoff Road north and south of Blondy Jhune Road before and after the Fall 2019 school session starts.
  - (\$1200)
- LEE will visit the intersections to observe existing posted speed limits, intersection lane configurations, traffic control, and any other features of the intersections that may impact the evaluation of multiway stop warrants.
- LEE will request, obtain, and analyze crash data from the Collin County Sherriff's Office for the intersections, if available.
- LEE will evaluate the criteria for the installation of multiway stop signs presented in the latest edition of the Texas Manual on Uniform Traffic Control Devices. LEE will also evaluate the intersection and stopping sight distance based on the AASHTO criteria.
- LEE will present the results of this evaluation in a technical memorandum to the City Engineer.

**Task 2 Fee:**

Traffic Data Collection ( collected twice, before and after Fall 2019 school session starts) - \$2,900

LEE Fee - \$4,600

**Total Task 2 Fee - \$7,500**



**Task 3- Meetings / Additional Work**

We have assumed one meeting with the City of Lucas staff to discuss the results of the studies. We will be available to attend any meetings concerning this project. Attending any meetings and any significant changes to the report or additional analyses identified in these meetings will be performed on an hourly basis and will not exceed without your prior approval.

**FEE AND SCHEDULE**

LEE will perform the work included in Task 1 and Task 2 above, provide a draft letter report within 45 working days of receiving a signed copy of this letter and all traffic data for a lump sum fee for each task identified above. Attendance at any meetings or additional work identified in Task 3 will be performed on an hourly basis according to the attached terms and conditions dated July 18, 2019, and will not exceed \$4,000 without your approval.

If you have any questions, please contact me at (972) 248-3006. We appreciate the opportunity to submit this proposal and look forward to working with you on this project. We can begin work on this project upon receipt of a signed copy of this letter.

Sincerely,

Accepted:

\_\_\_\_\_  
Dharmesh Shah, P.E., PTOE  
Vice President

\_\_\_\_\_  
City of Lucas

\_\_\_\_\_  
Date



# City of Lucas

## City Council Agenda Request

### September 5, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

Consider approving Resolution R 2019-09-00489 nominating up to five board candidates to the Collin Central Appraisal District Board of Directors.

#### **Background Information**

---

The Collin Central Appraisal Districts Board of Directors are appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. Eligible candidates must be a resident of the district for at least two years immediately preceding the date they take office and each Board of Director will serve a two-year term beginning January 1, 2020.

Nominations must be made in an open meeting by approved written resolution and received by the Appraisal District no later than October 14, 2019. Ballots for voting will be sent out after conclusion of the nominating process.

The current Collin Central Appraisal District Board of Directors include:

- Earnest R. Burke
- Ron Carlisle
- Ken Maun
- L. Wayne Mayo
- Michael Pirek
- Gary Rodenbaugh

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

---

1. Letter from Collin Central Appraisal District
2. Resolution R 2019-09-00489

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

---

NA

#### **Recommendation**

---

NA



# City of Lucas City Council Agenda Request September 5, 2019

## **Motion**

---

I make a motion to approve Resolution R 2019-09-00489 nominating \_\_\_\_\_ to the Collin Central Appraisal District Board of Directors.



# Collin Central Appraisal District

---

August 15, 2019

Jim Olk, Mayor  
City of Lucas  
665 Country Club Rd.  
Lucas, TX 75002

RE: Election of Collin Central Appraisal District Board of Directors

Dear Mayor Olk:

In accordance with the Texas Property Tax Code, the Appraisal District's five directors are to be elected by the taxing units that participate in the Appraisal District. Each taxing unit may nominate one to five board candidates. The District's Board of Directors serve two-year terms, with the next term beginning January 1, 2020.

## **Step 1: Nominations**

A taxing unit's nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be submitted to the Chief Appraiser by October 14, 2019. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

## **Step 2: Allocation of Votes**

In late September, each taxing unit will be sent a letter that provides their number of votes. In accordance with the Tax Code, there are 5,000 total votes to be distributed based on tax levy. Each taxing unit's vote allocation is based on their tax levy compared to the grand total levy for all taxing units. Example: If a taxing unit's tax levy calculates to be 10% of the grand total levy for all taxing units, the taxing unit would be allocated 500 votes.

## **Step 3: Delivery of Ballots**

In late October, after the nominating process ends, I will send each voting entity, with at least one vote to cast, an official ballot with voting instructions.

#### **Step 4: Taxing Units Cast Their Votes**

The governing body of each taxing unit entitled to vote shall determine its vote by resolution. A copy of the written resolution, adopted in an open meeting of the taxing unit, must be submitted to the Chief Appraiser by December 14, 2019.

#### **Step 5: Election Results**

I will count the votes and submit the results of the election to each taxing unit, and all candidates, by December 30, 2019.

#### **Notes:**

The October 14<sup>th</sup> and December 14<sup>th</sup> deadlines are by the end of the calendar day.

Nominations, outlined in Step 1 above, can be submitted any time prior to the October 14, 2019 nominating deadline.

Voting and submission of votes, outlined in Step 4 above, must be after I deliver the ballots to the taxing units in late October and by the December 14<sup>th</sup> deadline.

The process for electing the District's Board of Directors is outlined in the Texas Property Tax Code, § 6.03.

Sincerely,



Bo Daffin  
Chief Appraiser



**RESOLUTION R-2019-09-00489**

[Collin Central Appraisal District Board of Director Nominations]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, NOMINATING CANDIDATES TO THE BOARD OF DIRECTORS OF THE CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Central Appraisal District of Collin County is charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Collin County Appraisal District; and

**WHEREAS**, the City of Lucas, Texas is entitled one to five candidates for election to the Board of Directors of the Central Appraisal District of Collin County;

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

**SECTION 1.** That the City Council of the City of Lucas, Texas does hereby nominate the following candidate(s) for election to the Board of Directors of the Central Appraisal District of Collin County.

Candidate(s):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**SECTION 2.** That this resolution shall become effective immediately from and after its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on this the 5th day of September 2019.

CITY OF LUCAS, TEXAS:

ATTEST:

\_\_\_\_\_  
Jim Olk, Mayor

\_\_\_\_\_  
Stacy Henderson, City Secretary



# City of Lucas

## City Council Agenda Request

### September 5, 2019

Item No. 08

Requester: Mayor Pro Tem Kathleen Peele

#### **Agenda Item Request**

---

Consider approving Resolution R-2019-08-00488 supporting 1) the reconstruction of the intersection of FM 1378 and FM 3286; 2) a TxDOT study and consideration of the roundabout at said intersection; and 3) providing for an effective date.

#### **Background Information**

---

The Texas Department of Transportation (TxDOT) held a public meeting on June 18, 2019, to present the planned improvements and to receive public comment on the proposed project, which included the reconstruction, reconfiguration and widening of the intersection of FM 1378 and FM 3286 in the City of Lucas, Collin County, Texas. TxDOT presented two alternatives both illustrating a typical three-leg or tee intersection with medians on all three approaches. The medians associated with the typical tee intersection limits ingress and egress between the private and public properties and adjacent highways in the vicinity of the typical intersection. The City of Lucas approved its Thoroughfare Plan on March 16, 2017, which contemplates intersection improvements at the intersection of Lucas Road and Southview Drive (also known as the intersection of FM 1378 and FM 3286).

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

---

1. Resolution R-2019-09-00488 Bait Shop Intersection reconstruction support and TxDOT Roundabout Study
2. Roundabout vs Traffic Circle
3. Roundabout Questions and Answers
4. Roundabouts Near Businesses
5. Roundabout Safety Benefits
6. Where Should Roundabouts Be Considered?
7. All About a Roundabout <https://www.youtube.com/watch?v=X0RcTWEBtYM> (4:17 Minutes)
8. How roundabouts work <https://www.youtube.com/watch?v=1DJDjaa25Co> (1:59 Minutes)
9. Large vehicles in roundabouts <https://www.youtube.com/watch?v=jlUDrP1-dVc> (1:37 Minutes)
10. How Trucks and Other Large Vehicles Use Roundabouts <https://www.youtube.com/watch?v=uHrw-RdfY8> (4:03 Minutes)
11. How to Navigate Pennsylvania's Roundabouts <https://www.youtube.com/watch?v=nNXRIWgAVOg> (4:26 Minutes)



# City of Lucas

## City Council Agenda Request

### September 5, 2019

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

I make a motion to approve/deny Resolution R-2019-08-00488 supporting 1) the reconstruction of the intersection of FM 1378 and FM 3286; 2) a TxDOT study and consideration of the roundabout at said intersection; and 3) providing for an effective date.





## RESOLUTION NO. R 2019-08-00488

[Bait Shop Intersection reconstruction support and TxDOT Roundabout Study]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, SUPPORTING 1) THE RECONSTRUCTION OF THE INTERSECTION OF FM 1378 AND FM 3286; 2) A TxDOT STUDY AND CONSIDERATION OF A ROUNDABOUT AT SAID INTERSECTION; AND 3) PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Texas Department of Transportation (TxDOT) held a public meeting on June 18, 2019, to present the planned improvements and to receive public comment on the proposed project, which included the reconstruction, reconfiguration and widening of the intersection of FM 1378 and FM 3286 in the City of Lucas, Collin County, Texas; and

**WHEREAS**, The TxDOT presented for comment two alternatives both illustrating a typical three-leg or tee intersection with medians on all three approaches; and

**WHEREAS**, The medians associated with the typical tee intersection limits ingress and egress between the private and public properties and adjacent highways in the vicinity of the typical intersection; and

**WHEREAS**, The City of Lucas, a home rule municipality, approved its Thoroughfare Plan on March 16, 2017, which contemplates intersection improvements at the intersection of Lucas Road and Southview Drive (also known as the intersection of FM 1378 and FM 3286).

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

**SECTION 1.** The City Council supports the reconstruction of the intersection of FM 1378 and FM 3286.

**SECTION 2.** The City Council request that TxDOT conduct a study and consider the use of a roundabout, as defined in Section 1A.13--30, 31, and 180 of the 2011 Texas Manual on Traffic Control Devices, at the intersection of FM 1378 and FM 3286 as described in Exhibit A.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Lucas, Texas, on the 29<sup>th</sup> day of August 2019.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Stacy Henderson, City Secretary

\_\_\_\_\_  
Jim Olk, Mayor

# ROUNDBABOUT VS. TRAFFIC CIRCLE

## WHAT IS THE DIFFERENCE?

**Roundabouts are not the same as traffic circles or rotaries.** Traffic circles or rotaries have high-speed entries, allow lane changes within the circle, are low capacity, and have many high-speed crashes. Sometimes motorists in the circle must yield to those entering. They are large and scary to drive – a “free for all.”

Roundabouts are the opposite. They require motorists to yield on entry, don't allow lane changes, speeds are low, capacity is high, and crashes are few and minor.

The photo below shows a roundabout being constructed within the central island of a large rotary in New York State. The roundabout is much smaller, and will be safer and have higher-capacity.

The specific design features that distinguish roundabouts from traffic circles and rotaries are yield at entry, deflection, and (often) flare.

	Modern Roundabout	Nonconforming Traffic Circle
Yield at Entry	Entering traffic yields to circulating traffic. Circulating traffic doesn't stop Works well with heavy traffic. No weaving distance necessary. Roundabouts are compact.	Entering traffic merges or weaves into circulating traffic. Circulating traffic comes to a dead stop when the circle fills with entering traffic. Breaks down with heavy traffic. Long weaving distances for merging entries cause circles to be large.
Deflection	<i>Entering traffic aims at the center of the central island and is deflected slowly around it.</i> Slows traffic on fast roads, reducing accidents. Deflection promotes the yielding process.	<i>Entering traffic aims to the right of the central island and proceeds straight ahead at speed.</i> Causes serious accidents if used on fast roads. Fast entries defeat the yielding process
Flare	<i>Upstream roadway often flares at entry, adding lanes.</i> Provides high capacity in a compact space. Permits two-lane roads between roundabouts, saving pavement, land, and bridge area.	<i>Lanes are not added at entry.</i>  Provides low capacity even if circle is large. For high capacity, often requires multilane roads between circles, wasting pavement, land, and bridge area.

Traffic calming circles constructed for traffic calming purposes, tend to be small and of low capacity. Large vehicles are often not accommodated, or must turn left in advance of the circle in opposition to other traffic. Many do not have splitter islands, which direct motorists and provide refuge areas for pedestrians.

<http://roundaboutresources.org/roundabout-vs.-traffic-circle.html>



# Roundabouts

---

**Roundabouts are a safer alternative to traffic signals and stop signs.** The tight circle of a roundabout forces drivers to slow down, and the most severe types of intersection crashes — right-angle, left-turn and head-on collisions — are unlikely.

**Roundabouts improve traffic flow and are better for the environment.** Research shows that traffic flow improves after traditional intersections are converted to roundabouts. Less idling reduces vehicle emissions and fuel consumption.

**Roundabouts generally are safer for pedestrians.** Pedestrians walk on sidewalks around the perimeter and cross only one direction of traffic at a time. Crossing distances are relatively short, and traffic speeds are lower than at traditional intersections.

## Roundabouts defined

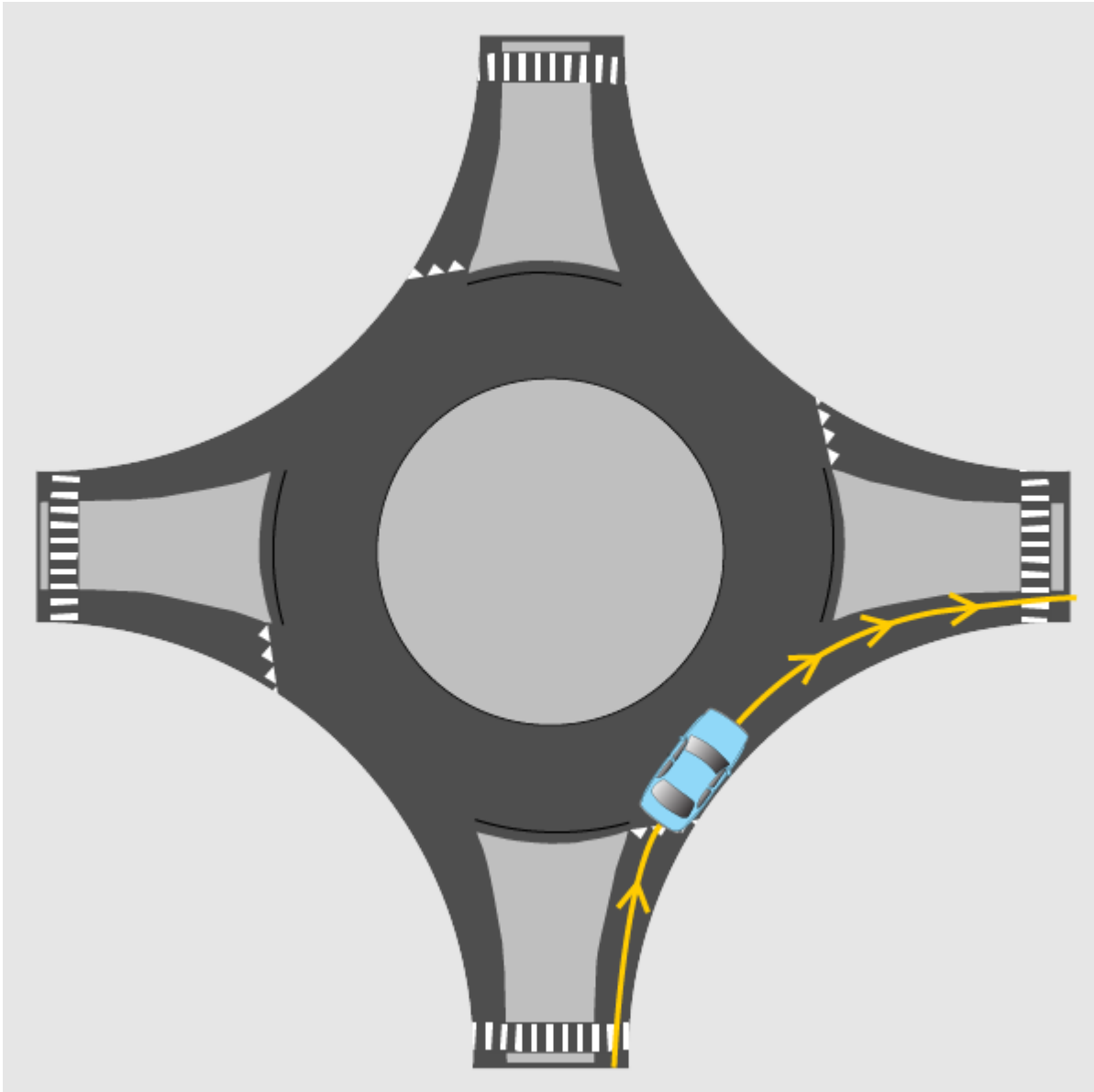
The modern roundabout is a circular intersection with design features that promote safe and efficient traffic flow. It was developed in the United Kingdom in the 1960s and now is widely used in many countries, including the United States, where its use is growing.

At roundabouts in the U.S., vehicles travel counterclockwise around a raised center island, with entering traffic yielding the right-of-way to circulating traffic. In urban settings, entering vehicles negotiate a curve sharp enough to slow speeds to about 15-20 mph; in rural settings, entering vehicles may be held to somewhat higher speeds (30-35 mph). As vehicles circulate within the roundabout, slow and consistent speeds are maintained by the deflection of traffic around the center island and the relatively tight radius of the roundabout and exit lanes.

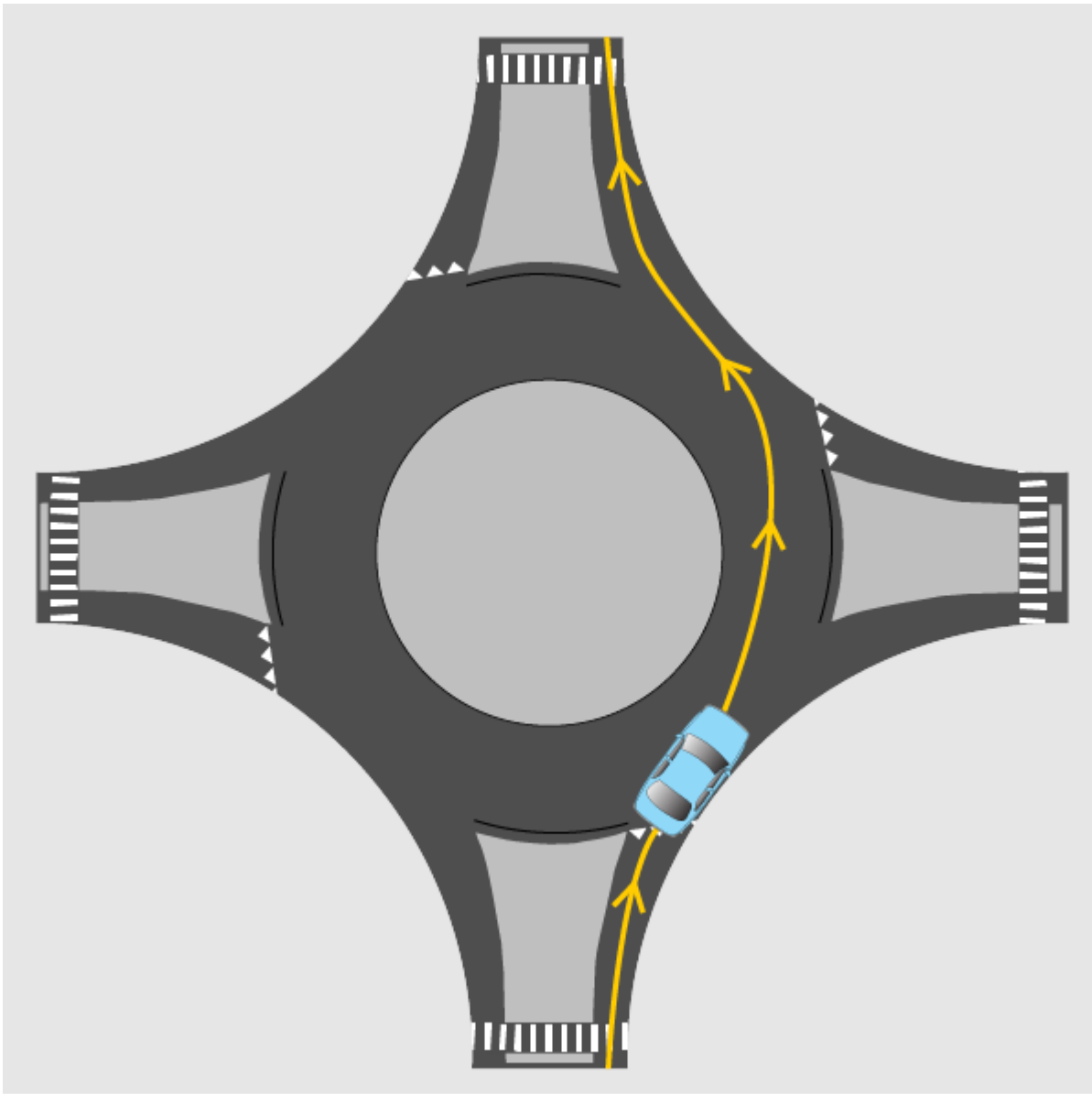
Slow speeds help vehicles move smoothly into, around, and out of a roundabout. Drivers approaching a roundabout must reduce their speeds, look for potential conflicts with vehicles already in the circle and

be prepared to stop for pedestrians and bicyclists. Once in the roundabout, drivers proceed to the exit they need.

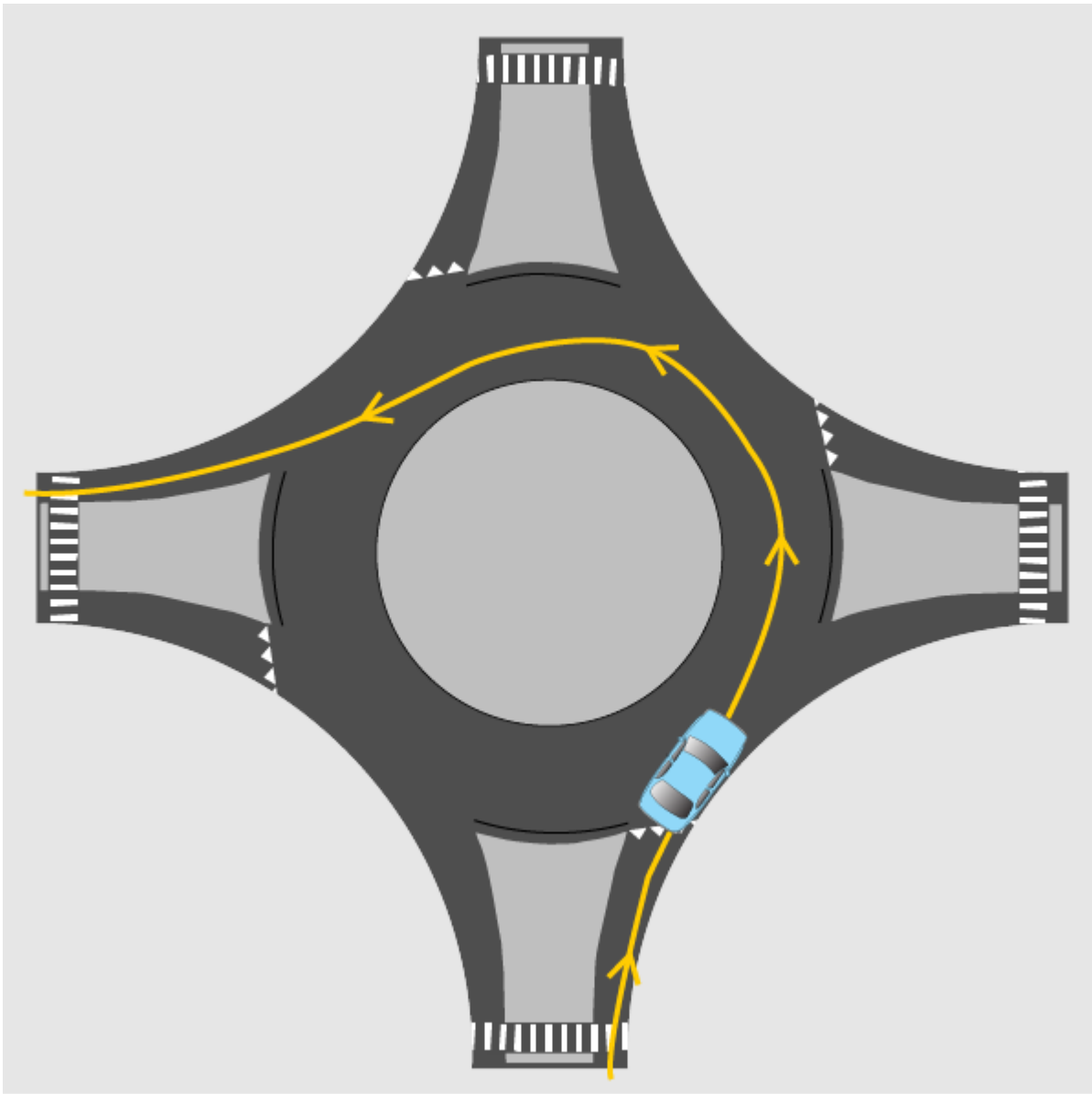
## Common traffic maneuvers at roundabouts



Right turn



Straight ahead



### Left turn

Modern roundabouts are much smaller than older traffic circles — also known as rotaries — and require vehicles to negotiate a sharper curve to enter. As a result, travel speeds in roundabouts slower than speeds in traffic circles.

Because of the higher speeds in older traffic circles, many are equipped with traffic signals or stop signs to help reduce potential crashes. In addition, some older traffic circles and rotaries operate according to the traditional "yield-to-the-right" rule, with circulating traffic yielding to entering traffic.



Modern roundabout



Older traffic circle

The first modern roundabouts in the United States were constructed in Nevada in 1990. Since then, many more have been built, although the precise number is unknown. Roundabouts are much more common in some other countries, including Australia, the United Kingdom and France.

Although some states and cities have been slow to build roundabouts, they are gaining more popularity in the United States. Roundabouts are one of 20 evidence-based safety countermeasures recommended by the Federal Highway Administration (*Federal Highway Administration, 2017*

<https://safety.fhwa.dot.gov/provencountermeasures/memos/memo092617.cfm> ).

Some states, such as New York and Virginia, have adopted "roundabout first" policies requiring that roundabouts be considered a preferred alternative when building new intersections or upgrading older ones if feasible (*New York State Department of Transportation, 2011*

<https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm> ; *Virginia State Department of Transportation, 2009*

<https://www.virginiadot.org/business/locdes/rdmanual-index.asp> ).

Roundabouts are appropriate at many intersections, including high-crash locations and intersections with large traffic delays, complex geometry (more than four approach roads, for example), frequent left-turn movements, and relatively balanced traffic flows. Roundabouts can be constructed along congested arterials and at freeway exits and entrances, in lieu of traffic signals.

Sometimes space constraints or topography make it impossible to build a roundabout. Geometric design details vary from site to site and must take into account traffic volumes, land use, topography and other factors. Roundabouts often require more space in the immediate vicinity of the intersection than comparable traditional intersections. However, because roundabouts can reduce delays and queue lengths, they require less space on the approaching roads than comparable intersections controlled by stop signs or traffic signals.

An intersection with highly unbalanced traffic flows (that is, a very high traffic volume on the main street and very light traffic on the side street) may not be an ideal candidate for a roundabout. The same is true for isolated intersections in a network of traffic signals.

While the initial construction cost of a roundabout varies site by site, its maintenance usually is cheaper than for intersections with signals. The service life of a roundabout is significantly longer, approximately 25 years, compared with 10 years for a typical signal (*Rodegerdts et al., 2010*

<http://www.trb.org/Publications/Blurbs/164470.aspx> ).



## Safety benefits


At traditional intersections with stop signs or traffic signals, some of the most common types of crashes are right-angle, left-turn, and head-on collisions. These types of collisions can be severe because vehicles may be traveling through the intersection at high speeds. With roundabouts, these types of



potentially serious crashes essentially are eliminated because vehicles travel in the same direction and at low speeds.


The vehicle-to-vehicle conflicts that do occur at roundabouts generally involve a vehicle merging into the circular roadway. In the case of multilane roundabouts, conflicts may also occur as vehicles exit.

- ▶ Studies of intersections in the United States converted from traffic signals or stop signs to roundabouts have found reductions in injury crashes of 72-80 percent and reductions in all crashes of 35-47 percent ([Retting et al., 2001](#); ([/topics/bibliography/ref/1248](#)) [Eisenman et al., 2004](#) ; [Rodegerdts et al., 2007](#) (<http://www.trb.org/Publications/Blurbs/158299.aspx>) ).
- ▶ A study of 19 higher-speed rural intersections (speed limits of 40 mph or higher) that originally had stop signs on the minor approaches and were converted to roundabouts found a 62 percent reduction in all crashes and an 85 percent reduction in injury crashes ([Isebrands & Hallmark, 2012](#) (<https://journals.sagepub.com/doi/abs/10.3141/2312-01?journalCode=trra>) ).
- ▶ Studies of intersections in Europe and Australia that were converted to roundabouts have reported 25-87 percent reductions in injury crashes and 36-61 percent reductions in all crashes ([Rodegerdts et al., 2010](#) (<http://www.trb.org/Publications/Blurbs/164470.aspx>) ).
- ▶ Based on the results of a 2004 study ([Eisenman et al., 2004](#) ), it's estimated that the conversion of 10 percent of the signalized intersections in the United States to roundabouts would have prevented approximately 48,000 crashes in 2017, including 232 fatal crashes and 33,000 crashes involving injuries.

Most U.S. studies have focused primarily on single-lane roundabouts. When included, two-lane roundabouts have been associated with smaller reductions in crashes compared with single-lane roundabouts ([Retting et al., 2001](#) ([/topics/bibliography/ref/1248](#)) ; [Eisenman et al., 2004](#) ; [Rodegerdts et al., 2007](#) (<http://www.trb.org/Publications/Blurbs/158299.aspx>) ) or with increases in crashes ([Isebrands & Hallmark, 2012](#) (<https://journals.sagepub.com/doi/abs/10.3141/2312-01?journalCode=trra>) ).


A 2018 IIHS study, however, showed that the safety of two-lane roundabouts improves over time, as drivers become more familiar with them ([Hu & Cicchino, 2018](#) ([/topics/bibliography/ref/2180](#)) ). The researchers looked at roundabouts built in Washington state between 2009 and 2015. They found that crashes at two-lane roundabouts decreased an average of 9 percent a year. At the same time, the odds that a crash at a two-lane roundabout involved an evident or incapacitating injury decreased by nearly one-third annually.

In addition to having fewer serious conflicts between vehicles than traditional intersections, roundabouts are generally safer for pedestrians as well. In a roundabout, pedestrians walk on sidewalks around the

perimeter of the circular roadway. If they need to cross the roadway, they cross only one direction of traffic at a time. In addition, crossing distances are relatively short, and vehicle speeds tend to be low. Studies in Europe indicate that, on average, converting conventional intersections to roundabouts can reduce pedestrian crashes by about 75 percent (*Brilon et al., 1993* (<https://www.worldcat.org/title/sicherheit-und-leistungsfahigkeit-von-kreisverkehrsplatzen-schlubericht/oclc/258600715>); *Schoon & van Minnen, 1994* (<https://trid.trb.org/view/390217>)). Single-lane roundabouts, in particular, have been reported to involve substantially lower pedestrian crash rates than comparable intersections with traffic signals (*Brude & Larsson, 2000* ([https://www.researchgate.net/publication/285771799\\_What\\_roundabout\\_design\\_provides\\_the\\_highest\\_possible\\_safety](https://www.researchgate.net/publication/285771799_What_roundabout_design_provides_the_highest_possible_safety))). Crossing at multi-lane roundabouts can be more difficult for pedestrians than crossing at single-lane roundabouts. A study found that motorists failed to yield to pedestrians 2-3 times more at multi-lane roundabouts than at single-lane roundabouts (*Rodegerdts et al., 2007* (<http://www.trb.org/Publications/Blurbs/158299.aspx>)). Another study found that drivers exiting a roundabout were less likely to yield to pedestrians than drivers entering a roundabout (*Hourdos et al., 2012* .

## Safety challenges

Despite the demonstrated safety benefits of roundabouts, some crashes still occur. An IIHS study of crashes at 38 roundabouts in Maryland found that four crash types — run-off-road, rear-end, sideswipe, and entering-circulating — accounted for almost all crashes (*Mandavilli et al., 2009* (</topics/bibliography/ref/1813>)). Another common crash type involved vehicles colliding with the central island. These crashes, which often involved unsafe speeds, accounted for almost half of all single-vehicle run-off-road crashes. Some drivers may not have seen the roundabout in time to slow down sufficiently.

A review of crashes at 39 roundabouts in the United States found that entering-circulating, exiting-circulating and rear-end collisions were the most common crash types (*Rodegerdts et al., 2007* (<http://www.trb.org/Publications/Blurbs/158299.aspx>)). A large majority of crashes at the single-lane roundabouts were entering-circulating crashes. At multi-lane roundabouts, the majority of crashes were exiting-circulating. A review of fatal crashes at roundabouts in the United States and injury crashes at roundabouts in Washington and Wisconsin found that motorcycle crashes, fixed object crashes, and crashes involving impaired driving were overrepresented (*Schroeder et al., 2015* .

Design features that encourage drivers to slow down are the key to optimizing roundabout safety. Signs — including speed limits posted well in advance of roundabouts and larger "roundabout ahead" and yield signs — pavement markings and lighting help make sure drivers know they are approaching a roundabout and therefore need to slow down.

Center island landscaping can promote slower speeds and focus drivers' attention on the roadway close to them by limiting their through vision.

Islands separating the approach and exit lanes, known as splitter islands, should extend far enough from the roundabout to provide pedestrian refuge and to delineate the roundabout.

Other design features such as adequate curvature of approach roads far enough in advance of roundabouts and the alignment of approaching roads with the center island also may aid in reducing speeds.

Multilane roundabouts are more challenging. A study of a pair of two-lane roundabouts near Bellingham, Washington, found that confusion about some aspects of navigating the roundabouts persisted one year after the construction ended (*Hu et al., 2014 (/topics/bibliography/ref/2033)*). More than 40 percent of drivers said it wasn't clear from signs and pavement markings what speed to drive, which lane has the right of way when exiting or that they shouldn't drive next to large trucks in the roundabouts.

At multilane roundabouts, signs and lane marking should remind drivers of the correct yielding patterns and help them choose the appropriate lane. At two-lane roundabouts, for example, signs need to convey clearly that entering traffic must yield to both lanes of traffic.

The photos below show sample signs and lane markings used at roundabouts.



Guide sign



Roundabout sign




Yield sign



Road markings

## Traffic flow benefits


Several studies conducted by IIHS and others have reported significant improvements in traffic flow following conversion of traditional intersections to roundabouts.

- ▶ A study of three intersections in Kansas, Maryland and Nevada where roundabouts replaced stop signs found that vehicle delays were reduced 13-23 percent and the proportion of vehicles that stopped was reduced 14-37 percent ([Retting et al., 2002 \(/topics/bibliography/ref/1547\)](#)).
- ▶ A study of three locations in New Hampshire, New York and Washington state where roundabouts replaced traffic signals or stop signs found an 89 percent average reduction in vehicle delays and a 56 percent average reduction in vehicle stops ([Retting et al., 2006 \(/topics/bibliography/ref/1844\)](#)).
- ▶ A study of 11 intersections in Kansas found a 65 percent average reduction in delays and a 52 percent average reduction in vehicle stops after roundabouts were installed ([Russell et al., 2004](#) .

- ▶ A 2013 Institute study of two-lane roundabout conversions at two intersections near Bellingham, Wash., found substantial declines in vehicle delays on the minor roads (33 percent and 90 percent) and the proportion of vehicles waiting in queues (35 percent and 43 percent) ([Hu et al., 2014 \(/topics/bibliography/ref/2033\)](#)). Overall intersections delays increased (12 percent and 22 percent), due to slightly longer delays on the major approaches as vehicles slowed to enter the roundabouts.

Because roundabouts improve the efficiency of traffic flow, they also reduce vehicle emissions and fuel consumption.

Installing roundabouts in place of traffic signals or stop signs has been found to reduce carbon monoxide emissions by 15-45 percent, nitrous oxide emissions by 21-44 percent, carbon dioxide emissions by 23-34 percent and hydrocarbon emissions by 0-40 percent ([Hu et al., 2014 \(/topics/bibliography/ref/2033\)](#); [Várhelyi, 2002](#)) (<https://www.sciencedirect.com/science/article/pii/S1361920901000116>).

Constructing roundabouts in place of traffic signals or stop signs reduced fuel consumption by an estimated 23-34 percent ([Hu et al., 2014 \(/topics/bibliography/ref/2033\)](#); [Várhelyi, 2002](#)) (<https://www.sciencedirect.com/science/article/pii/S1361920901000116>); [Höglund & Niittymäki, 1999](#) .

A 2005 Institute study documented missed opportunities to improve traffic flow and safety at 10 urban intersections suitable for roundabouts where either traffic signals were installed or major modifications were made to 10 intersections with signals ([Bergh et al., 2005 \(/topics/bibliography/ref/1848\)](#)). It was estimated that the use of roundabouts instead of traffic signals at these intersections would have reduced vehicle delays by 62-74 percent.

Based on the results of that study, we estimate that the conversion of 10 percent of the signalized intersections in the United States to roundabouts would have reduced vehicle delays by more than 900 million hours and fuel consumption by more than 600 million gallons in 2017.

## Public opinion

Drivers may be skeptical of or even opposed to roundabouts when they are proposed. However, several IIHS studies show that opinions quickly change when drivers become familiar with them.

- ▶ In three communities where single-lane roundabouts replaced stop sign-controlled intersections, 31 percent of drivers supported the roundabouts before construction, compared with 63 percent shortly after ([Retting et al., 2002 \(/topics/bibliography/ref/1547\)](#)).

- ▶ In three other communities where a one- or two-lane roundabout replaced stop signs or traffic signals, 36 percent of drivers supported the roundabouts before construction compared with 50 percent shortly after ([Retting et al., 2006 \(/topics/bibliography/ref/1844\)](#)).
- ▶ Follow-up surveys conducted in these six communities after roundabouts had been in place for more than one year found the level of public support increased to about 70 percent on average ([Retting et al., 2007 \(/topics/bibliography/ref/1865\)](#)).
- ▶ When two intersections near Bellingham, Washington, were converted to two-lane roundabouts, support for the roundabouts went from 34 percent before construction to 51 percent six months after and 70 percent more than one year after ([Hu et al., 2014 \(/topics/bibliography/ref/2033\)](#)).

## Effect on older drivers

Older drivers are more likely than other drivers to be wary of roundabouts, but they also are particularly likely to benefit from them in terms of improved safety. Relative to other age groups, senior drivers are over-involved in crashes occurring at intersections. In 2017, 40 percent of fatal passenger vehicle crashes involving drivers 70 and older were intersection crashes, compared with 26 percent of fatal crashes involving drivers younger than 70.

Older drivers' intersection crashes often are due to their failure to yield the right-of-way ([Mayhew et al., 2006; \(/topics/bibliography/ref/1855\)](#) [Braitman et al., 2007 \(/topics/bibliography/ref/1859\)](#)). Since all traffic flows in the same direction at roundabouts and more slowly than at traditional intersections, the consequence for failing to yield is likely less severe at roundabouts. Particular problems for older drivers at traditional intersections include left turns and entering busy thoroughfares from cross streets. Roundabouts eliminate these situations entirely.

Although safety effects of roundabouts specifically for older drivers are unknown, a 2001 Institute study of 23 intersections converted from traffic signals or stop signs to roundabouts reported the average age of crash-involved drivers did not increase following the installation of roundabouts. This suggests roundabouts don't pose a problem for older drivers ([Retting et al., 2001 \(/topics/bibliography/ref/1248\)](#)).

A study in six communities where roundabouts replaced traditional intersections found that about two-thirds of drivers 65 and older supported the roundabouts ([Retting et al., 2007 \(/topics/bibliography/ref/1865\)](#)). A study of two intersections converted to roundabouts near Bellingham, Wash., found that about two-thirds of drivers 70 and older favored the roundabouts one year after construction ([Hu et al., 2014](#)

([/topics/bibliography/ref/2033](#) ). In both studies, the older drivers were less likely to favor roundabouts than younger drivers.

In another study, design elements that improve the path and operational guidance were found to increase the comfort, confidence and perception of safety for drivers ages 65 and older (*Lord et al., 2007* (<https://www.ncbi.nlm.nih.gov/pubmed/17092474>)). For example, a yield sign could have a plaque underneath reading "to traffic in circle," and an advance warning sign could have a plaque with the word "roundabout."

Updated July 2019

The Insurance Institute for Highway Safety (IIHS) is an independent, nonprofit scientific and educational organization dedicated to reducing the losses — deaths, injuries and property damage — from motor vehicle crashes.

The Highway Loss Data Institute (HLDI) shares and supports this mission through scientific studies of insurance data representing the human and economic losses resulting from the ownership and operation of different types of vehicles and by publishing insurance loss results by vehicle make and model.

Both organizations are wholly supported by [these auto insurers and insurance associations \(/about-us/member-groups\)](#) .

©1996- 2019, Insurance Institute for Highway Safety, Highway Loss Data Institute, 501(c)(3) organizations | [Copyright information and privacy policy \(/copyright-information-and-privacy-policy\)](#)



# [Roundabout Resources](#)

- [Public Outreach Resources](#)
- [Map](#)
- [FAQ](#)
- [Library](#)
- [News](#)
- [Training](#)

## Roundabouts Near Businesses

### Types of Business

**Drive-by or Impulse Businesses** - *Businesses that rely on customers seeing the location such as gas stations or restaurants.*

Customers expect to get in and out easily. The critical issues are visibility, signage, and convenient access. Roundabouts calm traffic, making nearby business signage more visible. The slower speed of traffic gives drivers a better chance of seeing signs and locating the building, it also results in fewer and lower speed conflicts at the entrance and exit from the business.

**Destination Businesses** - *Businesses where customers plan their trips in advance.*

A business located on a congested highway may often be avoided by customers because it is perceived as unsafe to access. Stores may benefit from being located on a main road with slower speeds owing to the use of a roundabout. Also, with a roundabout, if a driver misses a left turn, a U-turn can easily and safely be made at the roundabout.

### Aesthetics

Adding a roundabout as a gateway feature helps to enhance the aesthetics of a community. The splitter islands and central island provide opportunity for green space or an attractive centerpiece to the community. This could also provide a signature feature for a community to be used in advertisements or to bring tourists to the area. Designs often include landscaping to be sure that pedestrian and vehicle safety is considered. According to the National Cooperative Highway Research Program Report 672 [Roundabouts: An Informational Guideline](#), roundabouts spur economic development, conveying to developers that the area is favorable for investment and re-development. The amount of space a roundabout needs for its approach roadways is less than that required for signal

or controlled intersections. That residual space provides room for wider sidewalks and landscaping.

## Space

Businesses near roundabouts have the opportunity for more parking near the intersection where a roundabout is used. A roundabout may need more property within the actual intersection, but will often take up less space on the streets approaching the roundabout. Because roundabouts can handle greater volumes of traffic more efficiently than signals, where drivers may need to line up and wait for a green light, roundabouts usually require fewer lanes approaching the intersection.

## Large Vehicle Access

When it comes to vehicles that make wide turns such as freight trucks, drivers may be skeptical of a roundabout being installed within their path. Usually a truck apron consisting of a raised curb and contrasting pavement is provided around the central island. The truck apron gives large trucks more area to drive on, but is not intended for passenger cars.

## Pedestrian Access

Owing to lower speeds and shorter crossings are pedestrian friendly, making access to adjacent businesses convenient. The splitter island of a roundabout provides a refuge for pedestrians and allows them to cross one direction of traffic at a time. Unexpected left turns are also not an issue at roundabouts, making them easier to cross. Single lane roundabouts are deemed to be an 'accessible intersection' according to the US Access Board definition of accessibility.

[Case Study: Economic Benefits of Walkability, San Diego, California](#)

## Traffic Flow

Contrary to many peoples' perceptions, roundabouts actually move vehicles through an intersection with less congestion than a signalized intersection. Roundabouts provide a continuous flow preventing backup especially on busy days. Traffic is not required to stop - only yield, so more traffic can flow through the intersection in the same amount of time.

The Insurance Institute for Highway Safety published studies in Kansas, Maryland and Nevada that showed a reduction in delays by 19%, 23% and 13% respectively as a result of roundabouts. These roundabouts also experienced significant reductions in the number

of stopped vehicles. With the increase in traffic volumes, businesses have greater traffic exposure.

Also, even with the slower speeds the average travel time through a roundabout corridor is faster than with a traffic signal controlled corridor. In [Golden Colorado](#), prior to the roundabouts the corridor contained two traffic signals and the average travel time was calculated to be 78 seconds. Since the roundabouts the average travel time was reduced to 68 seconds. The delay experienced entering and exiting a business was also reduced. Before the roundabouts the average delay at business access points was 28 seconds with a high of 118 seconds. After installation the average was reduced to 13 seconds with a maximum delay of 40 seconds.

Crossing or entering a busy intersection is easier with a roundabout. A two to four lane road is wide enough to encourage speeding, making it unsafe for all entering drivers. With a roundabout, the main road is accessed easier and more safely now that all entering lanes need to yield.

Faster travel times, better access control, fewer accidents and lower delay at business access points all contribute to an increase in economic activity. Golden Colorado experienced a 60% increase in sales tax revenues in six years and over 75,000 square feet of retail/office space has been built along the corridor that recently installed four roundabouts.

Further Reading:

[A Study of the Impact of Roundabouts on Traffic Flows and Business](#)

Kansas State University Transportation Center - November 2012

- [What is a Modern Roundabout](#)
- [Why Install Roundabouts](#)
- [Where Should Roundabouts Be Considered](#)

 **Roundabout Resources © 2018**  
[Contact Us](#)

# [Roundabout Resources](#)

- [Public Outreach Resources](#)
- [Map](#)
- [FAQ](#)
- [Library](#)
- [News](#)
- [Training](#)

## Safety Benefits

The Insurance Institute for Highway Safety published a report in March of 2000 entitled [Crash Reductions Following Installation of Roundabouts in the United States](#). The study looked at changes in motor vehicle crashes after the conversion of 24 intersections from stop sign or traffic signal control to roundabouts. It was done in a mix of urban and rural locations, and involved single-lane and two-lane roundabouts.

### **The study found the following highly significant relationships:**

- A reduction in collisions of all types of 40%.
- A reduction in injury collisions of 75%.
- A reduction in fatal and incapacitating collisions of about 90%.

The results are consistent with numerous international studies and suggest that roundabout installation should be strongly promoted as an effective safety treatment for intersections. This is given the large numbers of injury (700,000) and property damage (1,300,000) crashes that occur each year at stop signs and traffic signals in the United States.

### **Reduction in Collisions Graph**

### **Also from the study:**

Although the sample was too small to estimate effects on pedestrian crashes, none of the multilane roundabouts have had a single pedestrian crash so far, even though there were two crashes during the before period at these sites. Scandinavian evaluations conclude that single-lane roundabouts are very safe for pedestrians. Data from this study give no reason to doubt that those experiences can be translated to North America. Likewise, Scandinavian experience shows that single-lane roundabouts with one-lane entries are very safe for bicyclists.

Some have expressed concern that older drivers may have difficulties adjusting to roundabouts. However, in this study the average age of crash-involved drivers did not increase following the installation of roundabouts, suggesting that roundabouts do not pose a problem for older drivers.

## High Rates of Crashes at Cross Intersections

The cross intersection, the four-leg type of intersection preferred in North America, has been out of favor for many years in other countries because of its high accident rate. Sweden has not used cross intersections in new construction for at least fifteen years. The United Kingdom does not recommend cross intersections in new construction. To reduce collisions, they convert existing cross intersections to offset (jog) intersections and roundabouts. Offset intersections are recommended for light crossing flows and roundabouts for heavy crossing flows.

Cross intersections appear to be the most dangerous type of intersection commonly used in North America. We feel forced to choose the cross intersection to accommodate heavy crossing flows because we do not generally recognize the roundabout as an available intersection choice.

A British text on road layout ([Design Bulletin 32, Residential Roads and Footpaths](#), p. 34. British Department of Transport, 1977) expresses aversion to cross intersections because of their inherent danger: “Cross roads are generally regarded as the most dangerous form of junction, largely because they imply cross traffic movement.... They should therefore normally be avoided.”

- [What is a Modern Roundabout](#)
- [Why Install Roundabouts](#)
- [Where Should Roundabouts Be Considered](#)

 **Roundabout Resources © 2018**  
[Contact Us](#)

# [Roundabout Resources](#)

- [Public Outreach Resources](#)
- [Map](#)
- [FAQ](#)
- [Library](#)
- [News](#)
- [Training](#)

## **Where Should Roundabouts Be Considered?**

**Roundabouts are a feasible and practical alternative to other types of control where:**

- Traffic flows do not exceed about
  - 2,000 vehicles per hour for one-lane roundabouts; and,
  - 4,000 vehicles per hour for two-lane roundabouts; and,
  - 6,000 vehicles per hour for three-lane roundabouts; and,
  - 8,000 vehicles per hour for four-lane roundabouts.
- Locations experience high rates of angle, rear-end or loss-of-control collisions.
- Stop signs are creating unacceptable delays for side street motorists, but where a traffic signal is not warranted, or where a traffic signal would result in greater delays than a roundabout.
- There is a high proportion of left turning traffic, or where the major traffic route is not straight through the intersection.
- Intersections have unusual geometry or more than four legs.
- It is important to emphasize the transition between urban and rural environments (i.e. gateways).

**Roundabouts are not always practical or feasible where:**

- Land availability is limited.
- Sight distance of the entry points is limited, such as on abrupt crest vertical curves on the intersection approaches.
- Traffic signal progression is critical, as in some cases roundabouts can disrupt traffic platooning.
- Adjacent to railways, where space to queue traffic is limited and preemption equipment for traffic signal poses an operational challenge for the operating authority.

## Good Locations for Roundabouts:

- [Roundabouts Near Schools](#)
- [Roundabouts Near Businesses](#)

Further Reading: [When should roundabouts replace traffic circles?](#)

---

## What about snow removal at roundabouts?

A number of communities in snowy areas have installed roundabouts. There were some initial changes at first for snowplow crews, but once the snow started falling there were generally no major issues with snow removal. A truck generally starts on the truck apron and plows around the roundabout to the outside then plows each entry and exit pushing to snow to the outside. Roundabouts also make it easier for a snowplow to turn.

- [What is a Modern Roundabout](#)
- [Why Install Roundabouts](#)
- [Where Should Roundabouts Be Considered](#)

 **Roundabout Resources © 2018**  
[Contact Us](#)



# City of Lucas Council Agenda Request September 5, 2019

Item No. 09

Requester: City Engineer Stanton Foerster

## **Agenda Item Request**

---

Discussion and update regarding the 2019 Emmitt Smith Gran Fondo bike race route within the City of Lucas and discuss bicyclist compliance with provisions of the Transportation Code.

## **Background Information**

---

The Gran Fondo bike race is a multi-course cycling event geared toward cyclist of all levels. The Gran Fondo benefits the Pat and Emmitt Smith charities. The race this year has moved from Frisco to South Fork Ranch in Parker. The date of the event is September 14.

Local roadways that were initially identified as part of the proposed route for the event included:

- West Lucas Road
- East Lucas Road
- Snider Lane
- Winningkoff Road

At the August 15, 2019 Lucas City Council meeting, a motion was made by Mayor Pro Tem Peele, seconded by Councilmember Duke to deny the request to close streets in Lucas for the 2019 Emmitt Smith Gran Fondo bike race. The motion to deny passed unanimously by a 6 to 0 vote.

On August 19, 2019, City Engineer Stanton Foerster notified bike event organizer Nathanael Goodell and Mohammad Khoshkar of TxDOT that the Lucas City Council voted to NOT allow the use of city streets for this event and requested that a revision to the route be made. City Engineer Stanton Foerster and City Manager Joni Clarke had a telephone conference call with Nathanael Goodell and Tanna Wood, organizers for the event, to further clarify the City's position citing the negative impact it would have on Lucas residents. The organizers agreed to exclude using local roadways and to make the requested adjustments to the route. The City received an email from Nathanael Goodell indicating that the route has been modified.

## **Attachments/Supporting Documentation**

---

1. Email from Nathanael Goodell dated August 29, 2019

## **Budget/Financial Impact**

---

There is no financial impact to the City of Lucas.

## **Recommendation**

---

Staff is concerned of the impact the event may have on safety and mobility.

## **Motion**

---

NA



## Stacy Henderson

---

**From:** Joni Clarke  
**Sent:** Thursday, August 29, 2019 6:08 PM  
**To:** Stacy Henderson  
**Subject:** FW: None Lucas Street Routes for Fondo

Joni Clarke  
City Manager  
Office 972.912.1212  
Cell 956.433.1272



---

**From:** Nathanael Goodell <NateG@wetimeraces.com>  
**Sent:** Thursday, August 29, 2019 4:29 PM  
**To:** Stanton Foerster <stanton@lucastexas.us>  
**Cc:** Joni Clarke <jclarke@lucastexas.us>; Tanna Wood <TannaW@wetimeraces.com>; Lance Gant <LGant@lucastexas.us>; Ted Stephens <TStephens@lucastexas.us>  
**Subject:** RE: None Lucas Street Routes for Fondo

Good Afternoon.

I would like to inform everyone that we do have a final route leaving out of South Fork. The Gran Fondo Route will be traveling east on Parker R. to FM 1378. We will travel north to E. Lucas Road and east out of Lucas and across the lake. The riders will come back in the same way.

We hope that this will help put Lucas residents more at ease. Please remember there will be a strong police presence to help with traffic flow for the duration of the event. I have included the route link so that you can circulate this to city staff, emergency staff and residents.

<https://ridewithgps.com/events/80940-2019-emmitt-smith-gran-fondo>

We appreciate your patience as we have worked through the struggles of being in a new area. If there is anyone that would like to help with the event by volunteering please direct them to <https://emmittsmithgranfondo.com>

Thank you again! I look forward to speaking with you soon.

-Nate Goodell

---

**From:** Stanton Foerster [<mailto:stanton@lucastexas.us>]  
**Sent:** Thursday, August 22, 2019 10:56 AM  
**To:** Nathanael Goodell <[NateG@wetimeraces.com](mailto:NateG@wetimeraces.com)>  
**Cc:** Joni Clarke <[jclarke@lucastexas.us](mailto:jclarke@lucastexas.us)>; Tanna Wood <[TannaW@wetimeraces.com](mailto:TannaW@wetimeraces.com)>; Lance Gant

<[L.Gant@lucastexas.us](mailto:L.Gant@lucastexas.us)>; Ted Stephens <[TStephens@lucastexas.us](mailto:TStephens@lucastexas.us)>

**Subject:** None Lucas Street Routes for Fondo

Dear Nate,

Please update Joni and me on the establishment of the new racing routes today.

Stanton

Stanton Foerster, PE  
City Engineer  
City of Lucas  
972-912-1208



# City of Lucas

## City Council Agenda Request

### September 5, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

---

##### **Executive Session:**

Pursuant to Section 551.074 of the Texas Government Code, the City Council will convene into Executive Session to discuss the evaluation for the City Secretary.

#### **Background Information**

---

NA

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

---

NA

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

---

NA

#### **Recommendation**

---

NA

#### **Motion**

---

NA



# City of Lucas

## City Council Agenda Request

### September 5, 2019

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