



## **AMENDED AGENDA**

**City of Lucas**

**City Council Meeting**

**October 17, 2019**

**7:00 PM**

**City Hall – Council Chambers**

**665 Country Club Road – Lucas, Texas**

*Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, October 17, 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**

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

### **Citizen Input**

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*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**

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*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)
  - A. Presentation by Farmers Market Committee Chair Debra Guillemaud regarding the October 12, 2019 Lucas Farmers Market.

## Consent Agenda

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*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 October 3, 2019 City Council meeting. (**City Secretary Stacy Henderson**)
  - B. Consider adopting Ordinance 2019-10-00896 amending the Code of Ordinances by amending Chapter 13 titled “Utilities” by retitling Article 13.03 “Water Conservation Plan and Water Resource and Emergency Management Plan”; by retitling Section 13.03.001 “Adoption of Plans” and Section 13.03.002 titled “Penalty” to adopt the “2019 Water Conservation Plan for the City of Lucas” and “2019 Water Resource and Emergency Management Plan. (**Development Services Director Joe Hilbourn**)
  - C. Consider authorizing the City Manager to enter into Amendment No. 2 of an interlocal agreement between the City of Lucas and Collin County for law enforcement services for year three of a five-year contract for the period beginning October 1, 2019 through September 30, 2020. (**City Manager Joni Clarke**)

## Regular Agenda

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4. Consider the recommendation from the Technology Committee regarding internet service in the City of Lucas. (**Technology Committee Chairman Paul Rathgeb**)
5. Consider the request by the Friends of Lucas Fire-Rescue, Inc., a 501(c)(3) (the “Friends of LFR”) to transfer the vintage fire truck commonly referred to as “Streaker” to the Friends of LFR for restoration and to enter into an agreement to match funds raised by the Friends of LFR for such restoration. (**Gerald Reining, Streaker Subcommittee Chair**)
6. Discuss the board/commission appointment process for December 2019. (**City Secretary Stacy Henderson**)

## Executive Session Agenda

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*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.*

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

## **Certification**

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*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 October 14, 2019.*

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*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 October 17, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

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Citizen Input

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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NA

## **Motion**

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NA



# City of Lucas

## City Council Agenda Request

### October 17, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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2. Items of Community Interest.
  - A. Presentation by Farmers Market Committee Chair Debra Guillemaud regarding the October 12, 2019 Lucas Farmers Market.

#### **Background Information**

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NA

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

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA



# City of Lucas

## Council Agenda Request

### October 17, 2019

Item No. 03

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

#### **Agenda Item Request**

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3. Consent Agenda:
  - A. Consider approval of the minutes of the October 3, 2019 City Council meeting.
  - B. Consider adopting Ordinance 2019-10-00896 amending the Code of Ordinances by amending Chapter 13 titled "Utilities" by retitling Article 13.03 "Water Conservation Plan and Water Resource and Emergency Management Plan"; by retitling Section 13.03.001 "Adoption of Plans" and Section 13.03.002 titled "Penalty" to adopt the "2019 Water Conservation Plan for the City of Lucas" and "2019 Water Resource and Emergency Management Plan.
  - C. Consider authorizing the City Manager to enter into Amendment No. 2 of an interlocal agreement between the City of Lucas and Collin County for law enforcement services for year three of a five-year contract for the period beginning October 1, 2019 through September 30, 2020.

#### **Background Information**

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##### Agenda Item 3B:

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 Water Conservation Plan and the 2019 Water Resource and Emergency Management Plan. Changes between the current and proposed Drought Contingency Plan can be found in Appendix J.

##### Agenda Item 3C:

Collin County Law Enforcement Services Amendment No. 2 interlocal agreement is at a rate of \$214,402.88. This contract rate has decreased from the previous contract year that was a rate of \$285,073.34. Contract year two included a new vehicle that has been purchased.

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

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1. Minutes of the October 3, 2019 meeting.
2. Ordinance 2019-10-00896 – Drought Contingency Plan
3. Collin County Law Enforcement Contract



**City of Lucas  
Council Agenda Request  
October 17, 2019**

**Budget/Financial Impact**

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NA

**Recommendation**

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City Staff recommends approval of the Consent Agenda.

**Motion**

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



**City of Lucas  
City Council Meeting  
October 3, 2019  
7:00 P.M.**

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

**MINUTES**

**Call to Order**

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

**City Councilmembers Present:**

Mayor Jim Olk  
Mayor Pro Tem Kathleen Peele  
Councilmember Tim Baney (*arrived at 7:03pm*)  
Councilmember Steve Duke  
Councilmember Debbie Fisher  
Councilmember Philip Lawrence

**City Staff Present:**

City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
City Engineer Stanton Foerster  
Assistant to the City Manager Kent Souriyasak

**City Staff Absent:**

City Manager Joni Clarke

**City Councilmember Absent:**

Councilmember Wayne Millsap

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**

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**1. Citizen Input.**

Dawna Hubert, 400 Shiloh, expressed her concern about the excessive speed and traffic on Shiloh Road and suggested signage be put in place that showed the speed limit vehicles were driving as a deterrent for speeding.

Mayor Olk noted that he had discussed with the City Engineer options available to deter speeding and requested the City Engineer reach out to Ms. Hubert to discuss further.

**Community Interest**

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**2. Items of Community Interest.**

Mayor Olk noted the following items of community interest:

- Lucas Farmers Market would take place on October 12 and November 2 at the Community Park
- Registration for the Scarecrow Contest runs through October 15



- A City sponsored equestrian and pet parade was scheduled for October 19 from 10 am to Noon at Hart Elementary
- An open house promoting Fire Prevention Week would be held at the Fire Station on Sunday, October 6.

Mayor Olk recapped his conversation with TxDOT regarding the roundabout proposed by the City at West Lucas Road and Southview. He explained that TxDOT had previously considered this option in their design phase and found that the traffic numbers did not support a roundabout at this location. Mayor Olk stated that once additional information was received from TxDOT, an item would be placed on the agenda for further discussion.

Devin Larimer with Boy Scout Troop 1234 came forward noting that he was present working on his Communications Badge.

## **Consent Agenda**

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### **3. Consent Agenda:**

- A. Consider approval of the minutes of the August 29, 2019 City Council meeting.
- B. Consider approval of the minutes of the September 19, 2019 City Council meeting.
- C. Consider adopting Ordinance 2019-10-00896 amending the Code of Ordinances by amending Chapter 13 titled “Utilities” by retitling Article 13.03 “Water Conservation Plan and Water Resource and Emergency Management Plan”; by retitling Section 13.03.001 “Adoption of Plans” and Section 13.03.002 titled “Penalty” to adopt the “2019 Water Conservation Plan for the City of Lucas” and “2019 Water Resource and Emergency Management Plan.

Councilmember Fisher asked that Agenda Item 3C be removed from the Consent Agenda for further discussion.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve Agenda Items A and B on the Consent Agenda. The motion passed unanimously by a 6 to 0 vote.

## **Regular Agenda**

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- 3C. Consider adopting Ordinance 2019-10-00896 amending the Code of Ordinances by amending Chapter 13 titled “Utilities” by retitling Article 13.03 “Water Conservation Plan and Water Resource and Emergency Management Plan”; by retitling Section 13.03.001 “Adoption of Plans” and Section 13.03.002 titled “Penalty” to adopt the “2019 Water Conservation Plan for the City of Lucas” and “2019 Water Resource and Emergency Management Plan.**

Councilmember Fisher noted that significant changes had been made between the existing plan and the proposed 2019 Water Conservation Plan and asked that a summary of changes be prepared for further review and the item could be brought back at a later date.

The City Council was in agreement to bring this item back at a later date with the proposed changes between the existing and proposed plans outlined.

- 4. Consider authorizing the City Manager to enter into a contract for the construction of On-Call Miscellaneous Grading, Excavation, and Finish Work via Work and Purchase Orders (Bid #014-18a) with Four Star Excavation, Inc. in the amount not to exceed \$100,000 from account Improvements Roads 11-8209-301.**

City Engineer Stanton Foerster stated that the proposed contract approves work to be done in various locations throughout the City related to replacement and/or extension of existing culverts, cleanout inlets and remove parallel culvert pipe where needed.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Lawrence to authorize the City Manager to enter into a contract for the construction of on-call miscellaneous grading, excavation, and finish work with Four Star Excavation, Inc. in the amount not to exceed \$100,000 from account Improvements Roads 11-8209-301. The motion passed unanimously by a 6 to 0 vote.

- 5. Consider approving Resolution R 2019-10-00490 supporting the application to the 2019/2020 Collin County Call for City Projects for West Lucas Road thoroughfare improvements.**

Councilmember Fisher expressed her concern about dedicating \$2 million dollars of funding that was not readily available and if the City would have to commit to Certificates of Obligation to pay for the roadway improvements.

Mayor Olk discussed the various ways in which funding could be obtained for the \$2 million, such as using funds from the street maintenance account and the general fund reserves.

Councilmember Duke discussed additional traffic that was being created from surrounding development in other cities and West Lucas Road needed to be addressed.

Mayor Pro Tem Peele stated that participating in the Collin County Call for Projects, where the County provided 80 percent of the funding was a good option for road improvements to West Lucas Road.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Duke to approve Resolution R 2019-10-00490 supporting the application to the 2019/2020 Collin County Call for City Projects for West Lucas Road thoroughfare improvements. The motion passed by a 5 to 1 vote with Councilmember Fisher voting in opposition.

- 6. Review the City Charter and provide direction to the City Attorney regarding any proposed amendments and consider proceeding with a Charter amendment election on May 2, 2020.**

City Attorney Joe Gorfida explained that many of the proposed changes outlined in the Charter review were transitional provisions moving from a General Law city to a Home Rule city. Mr. Gorfida stated that a Charter Review Committee was not required, and the Council could take the proposed changes forward to an election.

Councilmember Fisher stated that she was in favor of moving forward with a Charter amendment election as it was an opportunity to update the Charter and the City would be holding a special election for the street maintenance sales tax as well.

The City Council was in agreement with moving forward with Charter amendments during the May 2020 election.

City Attorney Joe Gorfida stated that a resolution would be brought forward in January/February calling the special election.

**7. Discuss permitting the sale of beer and wine produced locally during the Lucas Farmers Market.**

Development Services Director Joe Hilbourn stated that this item had come before the Council because a vendor wanting to participate in the farmers market asked if they could sell wine. Mr. Hilbourn stated that current ordinances do not allow the possession of alcohol in City Parks.

Councilmember Lawrence asked if the City would have any liability concerns. City Attorney Joe Gorfida stated that the City would not have any liability concerns. Mr. Gorfida stated that vendors would have to have the appropriate licensing through TABC and obtain permitting through the City of Lucas.

The Council discussed restricting possession of alcohol to special events and only at certain parks within the City.

Mayor Olk asked that a draft document be prepared to allow the Council to review and discuss further.

## **Executive Session Agenda**

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**8. Executive Session.**

An Executive Session was not held at this meeting.

## **Adjournment**

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**9. Adjournment.**

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Duke to adjourn the meeting at 7:46 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

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

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



## **ORDINANCE 2019-10-00896**

[ADOPTING 2019 WATER CONSERVATION PLAN AND 2019 WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN FOR THE CITY OF LUCAS]

**AN ORDINANCE OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED "UTILITIES" BY RETITLING ARTICLE 13.03 "WATER CONSERVATION PLAN AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN"; BY RETITLING SECTION 13.03.001 "ADOPTION OF PLANS" AND SECTION 13.03.002 TITLED "PENALTY" TO ADOPT THE "2019 WATER CONSERVATION PLAN FOR THE CITY OF LUCAS" AND "2019 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 a Water Resource and Emergency Management Plan; and

**WHEREAS**, the City has determined an urgent need in the best interest of the public to adopt a Water Conservation Plan and a Water Resource and Emergency Management 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 Water Conservation Plan for the City of Lucas" and the North Texas Municipal Water District ("NTMWD") Model Water Resource and Emergency Management Plan" which shall be officially known as the "2019 Water Resource and Emergency Management Plan for the City of Lucas", 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 retitling Article 13.03 to “2019 Water Conservation Plan for the City of Lucas”, to read as follows:

**“Chapter 13  
UTILITIES**

....

**ARTICLE 13.03 WATER CONSERVATION PLAN AND WATER RESOURCE AND  
EMERGENCY MANAGEMENT PLAN**

**Sec. 13.03.001 Adoption of plans**

The city council hereby approves and adopts the “2019 Water Conservation Plan for the City of Lucas” and the “2019 Water Resource and Emergency Management Plan for the City of Lucas” (the “plans”), 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 17th DAY OF OCTOBER, 2019.**

APPROVED:

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(09-25-2019:TM 111148)

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

**EXHIBIT “A”**  
**2019 Water Conservation Plan for the City of Lucas and**  
**2019 Water Resource and Emergency Management Plan for the City of Lucas**



**WATER CONSERVATION PLAN  
FOR THE CITY OF LUCAS**

DATE 09/15/2019



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## APPENDICES

- APPENDIX A List of References**
- APPENDIX B Texas Commission on Environmental Quality Rules on Water Conservation Plans for Municipal Uses by Public Water Suppliers**
- Texas Administrative Code Title 30, Chapter 288, Subchapter A, Section 288.1 – Definitions (Page B-1)
  - Texas Administrative Code Title 30, Chapter 288, Subchapter A, Rule Section 288.2 – Water Conservation Plans for Municipal Uses by Public Water Suppliers (Page B-4)
- APPENDIX C TCEQ Water Utility Profile**
- APPENDIX D NTMWD Member City and Customer Annual Water Conservation Report**
- APPENDIX E Considerations for Landscape Water Management Regulations**
- APPENDIX F Letters to Region C and Region D Water Planning Groups**
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  - Water Supply Corporation Resolution Pertaining to Illegal Water Connections and Theft of Water
- APPENDIX I Sample Landscape Ordinance**
- APPENDIX J TCEQ Water Conservation Implementation Report**

## 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 largely already developed. Additional supplies to meet future demands will be expensive and difficult to secure. Severe drought conditions in recent years have highlighted the importance of efficient use of our existing supplies to make 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, the TCEQ has developed guidelines and requirements governing the development of water conservation and drought contingency plans for municipal uses by public water suppliers.<sup>2</sup> The TCEQ guidelines and requirements for wholesale suppliers are included in Appendix B. The North Texas Municipal Water District (“NTMWD or District”) has developed this Model Water Conservation Plan to be consistent with TCEQ guidelines and requirements. The best management practices established by the Water Conservation Implementation Task Force<sup>3</sup> were also considered in the development of the water conservation measures.

This Model Water Conservation Plan includes measures that are intended to result in ongoing, long-term water savings. This plan replaces the previous plans dated August 2004, April 2006, March 2008 and April 2014<sup>4</sup>.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- Encourage efficient outdoor water use.
- To maximize the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

The water conservation plan presented in this document is a Model Water Conservation Plan intended for adoption by the NTMWD Member Cities and Customers. In order to adopt this plan, each Member City and Customer will need to do the following:

- Complete the water utility profile (provided in Appendix C).
- Set five-year and ten-year goals for per capita water use.
- Adopt ordinance(s) or regulation(s) approving the model plan.
- Complete the annual water conservation implementation report (in Appendix J).

The water utility profile, goals, and ordinance(s) or regulations should be provided to NTMWD in draft form for review and comments. Final adopted versions should also be provided to NTMWD, as well as TCEQ and should be attached to the adopted water conservation plan as Appendix G. This Model Water Conservation Plan includes all the elements of such plans required by TCEQ. Some elements of this model plan go beyond TCEQ requirements. Any water supplier wishing to adjust elements of the Model Water Conservation Plan should coordinate with NTMWD.

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\*Superscripted numbers match references listed in Appendix A.

## 2. DEFINITIONS AND ABBREVIATIONS

1. **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.
2. **COOL SEASON GRASSES** are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.
3. **CUSTOMERS** include those entities to whom NTMWD provides wholesale water that are not members of NTMWD.
4. **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.
5. **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.
6. **ET/SMART CONTROLLERS** are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspiration.
7. **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.
8. **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.
9. **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.

10. MUNICIPAL USE means the use of potable water provided by a public water supplier as well as the use of treated wastewater effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.
11. REGULATED IRRIGATION PROPERTY means any (customer class, i.e. commercial) property that uses (over a certain amount) of water or more for irrigation purposes in a single calendar year or is greater than (certain size).
12. RESIDENTIAL GALLONS PER CAPITA PER DAY means (Residential GPCD) the total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.
13. RETAIL CUSTOMERS include those customers to whom the utility provides retail water from a water meter.
14. TOTAL GALLONS PER CAPITA PER DAY (Total GPCD) means the total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in TAC 288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.
15. WATER CONSERVATION PLAN means the Member City or Customer water conservation plan approved and adopted by the utility.

**Abbreviations**

<b>Abbreviation</b>	<b>Full Nomenclature</b>
BMP	Best Management Practices
NTMWD or District	North Texas Municipal Water District
TCEQ	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
WCAC	Water Conservation Advisory Council
WCP	Water Conservation Plan

### **3. REGULATORY BASIS FOR WATER CONSERVATION PLAN**

#### **3.1 TCEQ Rules Governing Conservation Plans**

The TCEQ rules governing development of water conservation plans for municipal uses by public water suppliers are contained in Title 30, Chapter 288, Subchapter A, Section 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as “[a] strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.”<sup>2</sup> The water conservation plan elements required by the TCEQ water conservation rules that are covered in this water conservation plan are listed below.

#### Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Municipal Uses by Public Water Suppliers are covered in this water conservation plan as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 4 and Appendix C
- 288.2(a)(1)(B) – Record Management System – Section 6.1.5
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 5
- 288.2(a)(1)(D) – Accurate Metering – Section 6.1.1
- 288.2(a)(1)(E) – Universal Metering – Section 6.1.2
- 288.2(a)(1)(F) – Determination and Control of Water Loss – Sections 6.1.3 and 6.1.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6.2
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 6.6
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 6.3
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 8
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 6.4 and Appendix F
- 288.2(c) – Review and Update of Plan – Section 9



Conservation Additional Requirements (Population over 5,000)

- The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000
- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 6.1.4
- 288.2(a)(2)(B) – Requirement for Water Conservation Plans by Wholesale Customers – Section 6.5

Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report be completed and submitted on an annual basis. The template for this report is included in Appendix J.

In addition to the TCEQ required elements of a water conservation plan, NTMWD also requires the following water conservation strategies to be included in the Member City and Customer water conservation plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 6.6
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 7.4 and Appendix E

TCEQ rules also include options of, conservation measures that may be adopted by public water suppliers but are not required. NTMWD recommends that the following strategies be included in Member City and Customer water conservation plans:

- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 7.1
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 7.5
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 7.2
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 7.3, 7.4
- 288.2(a)(3)(G) – Monitoring Method – Section 7.6
- 288.2(a)(3)(H) – Additional Conservation Practices – Section 7.5





### **3.2 Guidance and Methodology for Reporting on Water Conservation and Water Use**

In addition to TCEQ rules regarding water conservation, this plan also incorporates elements of the Guidance and Methodology for Reporting on Water Conservation and Water Use developed by TWDB and TCEQ<sup>5</sup>, in consultation with the WCAC (the “Guidance”). The Guidance was developed in response to a charge by the 82<sup>nd</sup> Texas Legislature to develop water use and calculation methodology and guidance for preparation of water use reports and water conservation plans in accordance with TCEQ rules.



#### **4. WATER UTILITY PROFILE**

Appendix C to this Model Water Conservation Plan is a template water utility profile based on the format recommended by the TCEQ. In adopting this Model Water Conservation Plan, each Member City and Customer will provide a draft water utility profile to NTMWD for review and comment. A final water utility profile will be provided to NTMWD as well as to TCEQ.

## 5. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, each Member City and Customer must develop 5-year and 10-year goals for water savings, including goals for per capita municipal use and for water loss programs. These goals should be submitted to NTMWD in draft form for review. The goals for this water conservation plan include the following:

- Maintain the total and residential per capita water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed Table 5-1. NTMWD will publish the amount of reuse to be is calculating the credit for reuse.
- Maintain the water loss percentage in the system below 12 percent annually in 2018 and subsequent years, as discussed in Section 6.1.3. (The 12 percent goal for water loss is recommended but is not required. Systems with long distances between customers, such as rural systems, may adopt a higher percent nonrevenue water goal.)
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 6.1.2.
- Increase efficient water usage through a water conservation ordinance, order or resolution as discussed in Section 7.4 and Appendix E. (This ordinance is required by NTMWD.)
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 7.5. (These landscape water management regulations are recommended but are not required.)
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.2.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

**Table 5-1 Five-Year and Ten-Year Per Capita Water Use Goals (GPCD)**

Description	Current Average (GPCD)	5-Year Goal (GPCD)	10-Year Goal (GPCD)
Current 5-Year Average Total Per Capita Use with Credit for Reuse	159.24	154	150
Current 5-Year Average Residential Per Capita Use	150.07	145	140
Water Loss (GPCD) <sup>1</sup>	23.70	21	20
Water Loss (Percentage) <sup>2</sup>	12.42%	11.42%	10.42%
Expected Reduction due to Low-Flow Plumbing Fixtures	0.00	0	0
Projected Reduction Due to Elements in this Plan	5.24	4	4
<b>Water Conservation Goals (with credit for reuse)</b>	<b>159.24</b>	<b>154</b>	<b>150</b>

1. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

2. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

## **6. BASIC WATER CONSERVATION STRATEGIES**

### **6.1 Metering, Water Use Records, Control of Water Loss, and Leak Detection and Repair**

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of real losses.

#### **6.1.1 Accurate Metering of Treated Water Deliveries from NTMWD**

Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of  $\pm 2\%$ . These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

#### **6.1.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement**

The provision of water to all customers, including public and governmental users, should be metered. In many cases, Member Cities and Customers already meter retail and wholesale water users. For those Member Cities and Customers who do not currently meter all internal water uses, as well as all subsequent users.

Most Member Cities and Customers test and replace their customer meters on a regular basis. All customer meters should be replaced on a minimum of a 15-year cycle. Those who do not currently have a meter testing and replacement program should implement such a program.

#### **6.1.3 Determination and Control of Water Loss**

Total water loss is the difference between the water delivered to a Member City or Customer from NTMWD (and other supplies, if applicable) and the metered water sales to customers plus water authorized for use but not sold. (Authorized for use but not sold would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.) Total water loss includes two categories:

- Apparent Losses – Includes inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use); Losses due to

illegal connections and theft. (included in Appendix H); accounts that are being used but have not yet been added to the billing system.

- Real Losses – Includes physical losses from the system or mains, reported breaks and leaks, storage overflow and unreported losses.

Measures to control water loss should be part of the routine operations of Member Cities and Customers. Maintenance crews and personnel should look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section 6.1.4 below. Meter readers should watch for and report signs of illegal connections so that they can be quickly addressed.

Total water loss should be calculated in accordance with the provisions of Appendix J. With the measures described in this plan, Member Cities and Customers should maintain a water loss percentage below 12 percent in 2018 each year. If total water loss exceeds this goal, the Member City or Customer should implement a more intensive audit to determine the source(s) of loss and to reduce the water loss. The annual conservation report described below is the primary tool that should be used to monitor water loss.

As advance metering technology advances utilities that have these systems should consider as a BMP utilizing the capabilities of these system to provide leak alerts. Retail customers whose accounts demonstrate leaks can be notified by their water provider of potential leak situations for account holder remediation.

#### **6.1.4 Leak Detection and Repair**

As described above, water utility crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur should be targeted for replacement as funds are available.

#### **6.1.5 Record Management System**

As required by TAC Title 30, Chapter 288, Section 288.2(a)(1)(B), a record management system should allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information should be included in an annual water conservation report, as described in Section 7.6 below.

Those entities whose record management systems do not currently comply with this requirement should move to implement such a system within the next five years.

## **6.2 Continuing Public Education and Information Campaign**

The continuing public education and information campaign on water conservation includes the following elements:

- Utilize the “Water IQ: Know Your Water” and other public education materials produced by NTMWD.
- Utilize the “Water4Otter” campaign for students.
- Insert water conservation information with water bills. Inserts will include material developed by Member Cities’ and Customers’ staff and material obtained from the TWDB, TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups that Member City or Customer staff and staff of NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* web site ([www.txsmartscape.com](http://www.txsmartscape.com)) and provide water conservation brochures and other water conservation materials available to the public at City Hall and other public places.
- Make information on water conservation available on the Member City’s or Customer’s website (if applicable) and include links to the “Water IQ: Know Your Water” website, *Texas Smartscape* website and to information on water conservation on the TWDB and TCEQ web sites and other resources.
- NTMWD is an EPA Water Sense Partner and participates in the EPA Water Sense sponsored “Fix a Leak Week.” NTMWD encourages all member cities and customers to become EPA Water Sense Partners.
- Utilize the Water My Yard website and encourage customers to sign-up to receive weekly watering advice.

### **6.3 NTMWD Reservoir System Operation Plan**

Member Cities and Customers of NTMWD purchase treated water from NTMWD and do not have surface water supplies for which to implement a reservoir system operations plan. NTMWD operates multiple sources of water supply as a system. The operation of the reservoir system is intended to optimize the use of the District's sources (within the constraints of existing water rights) while minimizing energy use cost for pumping, maintaining water quality, minimizing potential impacts on recreational users of the reservoirs and fish and wildlife.

### **6.4 Coordination with Regional Water Planning Group and NTMWD**

Appendix F includes a letter sent to the Chairs of the water planning group accompanied by this Model Water Conservation Plan. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will be sent to the Chair of the appropriate Water Planning Group and to NTMWD.

### **6.5 Requirement for Water Conservation Plans by Wholesale Customers**

Every contract for the wholesale sale of water by a Member City and/or Customer that is entered into, renewed, or extended after the adoption of this water conservation plan will include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Chapter 288, of the Texas Administrative Code. This requirement extends to each successive wholesale customer in the resale of the water.

### **6.6 Increasing Block Water Rate Structure**

Each Member City and Customer must adopt, if it has not already done so, an increasing block rate water structure that is intended to encourage water conservation and to discourage excessive use and waste of water upon completion its next rate study or within five years. An example water rate structure is as follows:

#### Residential Rates

1. Monthly minimum charge. This can (but does not have to) include up to 2,000 gallons water use with no additional charge.
2. Base charge per 1,000 gallons up to the approximate average residential use.



3. 2<sup>nd</sup> tier (from the average to 2 times the approximate average) at 1.25 to 2.0 times the base charge.
4. 3<sup>rd</sup> tier (above 2 times the approximate average) at 1.25 to 2.0 times the 2<sup>nd</sup> tier.
5. Additional tiers with further increases if desired.
6. The residential rate can also include a lower tier for basic household use up to 4,000 gallons per month or a determined basic use.

#### Commercial/Industrial Rates

Commercial/Industrial rates should include at least 2 tiers, with rates for the 2<sup>nd</sup> tier set at 1.25 to 2.0 times that of the first tier. Higher water rates for commercial irrigation use are encouraged, but not required.

## **7. ENHANCED WATER CONSERVATION STRATEGIES**

### **7.1 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures**

The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 2.5 gpm for showerheads. As of January 1, 2014, the state requires maximum average flow rates of 1.28 gallons per flush (gpf) for toilets and 0.5 gpf for urinals. Similar standards are now required under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. Rebate programs to encourage replacement of older fixtures with water conservation programs are discussed in Section 7.5.

### **7.2 Reuse and Recycling of Wastewater**

Most Member Cities and Customers do not own and operate their own wastewater treatment plants. Their wastewater is treated by NTMWD. NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights allowing reuse of up to 71,882 acre-feet per year of treated wastewater discharges from the Wilson Creek Wastewater Treatment Plant for municipal purposes. In addition, NTMWD has also developed the East Fork Reuse Project which can divert up to 157,393 acre-feet per year based on treated wastewater discharges by NTMWD. With the addition of the Main Stem Pump station the District will be able to increase flows through the East Fork Reuse Project up to an additional 56,100 acre-feet per year. When fully developed, these three reuse projects will provide up to 42 percent of the NTMWD's currently permitted water supplies. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use.

Those Member Cities and Customers who own and operate their own wastewater treatment plants should move toward reusing treated effluent for irrigation purposes at their plant site over the next three years. These entities should also seek other alternatives for reuse of recycled wastewater effluent.

### **7.3 Interactive Weather Stations / "Water My Yard" Program**

NTMWD has developed the Water My Yard program to install weather stations throughout its service area in order to provide consumers with a weekly e-mail and information through the "Water My Yard" website to assist consumers in determining an adequate amount of

supplemental water to maintain healthy grass in a specific location. This service represents the largest network of weather stations providing ET-based irrigation recommendations in the State of Texas, and provides the public advanced information regarding outdoor irrigation needs, thereby reducing water use. Through a series of selections on the type of irrigation system a consumer has, a weekly email is provided that will determine how long (in minutes) an irrigation system needs to run based on the past seven days of weather. This recommendation provides the actual amount of supplemental water that is required for a healthy lawn based on research of the Texas A&M Agrilife Extension Service and proven technologies. This innovative program has been available to those within the NTMWD service area since May 2013. The city/utility will encourage customers to subscribe to weekly watering updates through Water My Yard or other similar program in an effort to reduce outdoor water consumption.

#### **7.4 Compulsory Landscape and Water Management Measures**

The following landscape water management measures are required by NTMWD for this plan. These measures represent minimum measures to be implemented and enforced in order to irrigate the landscape appropriately and are to remain in effect on a permanent basis unless water resource management stages are declared.

##### **1. Landscape Water Management Measures**

- Limit landscape watering with sprinklers or irrigation systems at each service address to no more than two days per week (April 1 – October 31), with education that less than twice per week is usually adequate. (NTMWD has identified assigning designated watering days as a BMP and suggests implementing a watering schedule as part of this measure). Additional watering of landscape may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the installation of new landscape features.
- Limit landscape watering with sprinklers or irrigation systems at each service address to no more than one day per week beginning November 1 and ending March 31 of each year, with education that less than once per week is usually adequate.

- Estimated savings from the year-round watering restrictions, mentioned above, since the District terminated drought stages in 2015 is approximately 2.5 to 3.5 percent on an average annualized basis.
- Prohibit lawn irrigation watering from 10 AM to 6 PM (April 1 – October 31).
- Prohibit the use of irrigation systems that water impervious surfaces. (Wind-driven water drift will be taken into consideration.)
- Prohibit outdoor watering during precipitation or freeze events.
- Prohibit use of poorly maintained sprinkler systems that waste water.
- Prohibit excess water runoff or other obvious waste.
- Require rain and freeze sensors and/or ET or Smart controllers on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- Prohibit overseeding, sodding, sprigging, broadcasting or plugging with cool season grasses or watering cool season grasses, except for golf courses and athletic fields.
- Require that irrigation systems be inspected at the same time as initial backflow preventer inspection.
- Requirement that all new irrigation systems be in compliance with state design and installation regulations (Texas Administrative Code Title 30, Chapter 344).
- Require the owner of a regulated irrigation property to obtain an evaluation of any permanently installed irrigation system on a periodic basis. The irrigation evaluation shall be conducted by an licensed irrigator in the State of Texas and be submitted to the local water provider (i.e., city, water supply corporation).

## **2. Additional Water Management Measures**

- Prohibit the use of potable water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more.
- Non-commercial car washing can be done only when using a water hose with a shut-off nozzle.
- Hotels and motels shall offer a linen reuse water conservation option to customers.

- Restaurants, bars, and other commercial food or beverage establishments may not provide drinking water to customers unless a specific request is made by the customer for drinking water.

Member Cities and Customers are responsible for developing regulations, ordinances, policies, or procedures for enforcement of water conservation guidelines.

Appendix E is a summary of considerations for landscape water management regulations adopted as part of the development of this water conservation plan. These regulations are intended to minimize waste in landscape irrigation. Appendix E includes the required landscape water measures laid out in this section.

## **7.5 Additional Water Conservation Measures (Not Required)**

NTMWD also urges its Member Cities and Customers to consider including the following additional water conservation measures in their plans. Member Cities and Customers are responsible for developing regulations, ordinances, policies, or procedures for enforcement of water conservation guidelines.

### **1. Landscape Water Management Regulations**

- Requirement that all existing irrigation systems be retrofitted with rain and freeze sensors and/or ET or Smart controllers capable of multiple programming. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- Requirement that all new athletic fields be irrigated by a separate irrigation system from surrounding areas.
- Implementation of other measures to encourage off-peak water use.

### **2. Landscape Ordinance**

- Landscape ordinances are developed by a city to guide developers in landscaping requirements for the city. A sample landscape ordinance is provided in Appendix I and is intended as a guideline for adopting a landscape ordinance to promote water-efficient landscape design.
- Native, drought tolerant or adaptive plants should be encouraged.

- Drip irrigation systems should be promoted.
- ET/Smart controllers that only allow sprinkler systems to irrigate when necessary should be promoted.

### **3. Water Audits**

- Water audits are useful in finding ways in which water can be used more efficiently at a specific location. NTMWD recommends that Member Cities and Customers offer water audits to customers.

### **4. Industrial, Commercial, and Institutional Customers**

In order to target programs towards this customer base, the District hired Alan Plummer Associates to conduct the “North Texas Municipal Water District Industrial, Commercial, and Institutional Water Use Efficiency Study.” The primary scope items in the study are as follows:

- Develop ICI Customer Database
- Calculate per Capita Consumptions
- Identify, Define and Categorize
- Establish Base Use Estimates
- Identify Trends
- Select sectors for detailed analysis
- Benchmarking
- Identify Potential for Reduction
- Estimate Potential Demand Reduction by Strategy
- Program Development

The kick-off meeting was held on September 10, 2018 and the project is currently in the process of data collection. It is not anticipated that any recommended programs will be identified prior to the publication of this plan. Once the results are published, the District will develop, in cooperation with the District’s Member Cities and Customers and in collaboration with ICI water users within the District’s service area, a program to reduce the per unit or per capita ICI water use within the District.

## 5. Rebates

In addition to the conservation measures described above, NTMWD also recommends the following water conservation incentive programs for consideration by Member Cities and Customers:

- Commercial clothes washer rebates for the purchase and installation of high efficiency card- or coin -operated commercial clothes washers;
- Low-flow toilet replacement and rebate programs;
- Rebates for rain/freeze sensors and/or ET or Smart controllers;
- Low-flow showerhead and sink aerators replacement programs or rebates;
- Residential water efficient clothes washer rebates;
- Pressure reducing valve installation programs or rebates;
- Rain barrel rebates;
- Pool covers;
- On-demand hot water heater rebates; and/or
- Other water conservation incentive programs.

## 7.6 Monitoring of Effectiveness and Efficiency - NTMWD Annual Water Conservation Report

Appendix D is a form that should be used in the development of an annual water conservation report by Member Cities and Customers. This form should be completed by March 31 of the following year and used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use, and total water loss for the current year and compares them to historical values. As part of the development of Appendix D, Member Cities and Customers will complete the tracking tool by March 31 of the following year and submit them to NTMWD. The annual water conservation report should be sent to NTMWD, which will monitor NTMWD Member Cities' and Customers' water conservation trends.



## **7.7 Water Conservation Implementation Report**

Appendix J includes the TCEQ-required water conservation implementation report. The report is due to the TCEQ by May 1 of every year. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.





## **8. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN**

Appendix G contains a draft ordinance, order, or resolution which may be tailored to meet Member or Customer City needs and may be adopted by the City Council or governing board regarding the Model Water Conservation Plan. The ordinance, order, or resolution designates responsible officials to implement and enforce the water conservation plan. Appendix E, the considerations for landscape water management regulations, also includes information about enforcement. Appendix H includes a copy of an ordinance, order, or resolution that may be adopted related to illegal connections and water theft.



## **9. REVIEW AND UPDATE OF WATER CONSERVATION PLAN**

TCEQ requires that the water conservation plans be updated every five years. The plan will be updated as required and as appropriate based on new or updated information.

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix A**

## APPENDIX A

### LIST OF REFERENCES

1. Texas Commission on Environmental Quality Water Conservation Implementation Report.  
<https://www.tceq.texas.gov/assets/public/permitting/forms/20645.pdf>
2. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from  
<http://jtexreg.sos.state.tx.us/public/readtacSext.ViewTAC?tacview=4&ti=30&pt=l&ch=288>,  
November 2019.
3. Water Conservation Implementation Task Force: "Texas Water Development Board Report 362,  
Water Conservation Best Management Practices Guide," prepared for the Texas Water  
Development Board, Austin, November 2004.
4. Freese and Nichols, INC.: Model Water Conservation Plan for NTMWD Members Cities and  
Customers, prepared for the North Texas Municipal Water District, Fort Worth, March 2014.
5. Texas Water Development Board, Texas Commission on Environmental Quality, Water  
Conservation Advisory Council: Guidance and Methodology for Reporting on Water  
Conservation and Water Use, December 2012
6. Freese and Nichols Inc., Alan Plummer and Associates, CP & Y Inc. and Cooksey  
Communications.  
"2016 Region C Regional Water Plan"

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix B**

## APPENDIX B

### TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULESON MUNICIPAL WATER CONSERVATION PLANS

#### Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART I	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.1	Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

(2) Agricultural use--Any use or activity involving agriculture, including irrigation.

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water,

either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water,

reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and

reuse of water so that a water supply is made available for future or alternative uses.

(5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other

than hydroelectric, but does not include agricultural use.

(8) Institutional use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

(9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

(10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

(11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50%

of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of stateowned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer

sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for



potable use divided by the total permanent population divided by the days of the year. Diversion volumes

of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

(23) Water conservation coordinator--The person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

(24) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(25) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity

that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy

when that water is not resold to or used by others, or an individual or entity that conveys water to another

individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(26) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33

TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515; amended to be effective August 16, 2018, 43 TexReg 5218

## Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART I	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.1	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information

in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

2019 Water Conservation Plan

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public

water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available

water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking

water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that

each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the

water, the contract between the initial supplier and customer must provide that the contract for the resale

of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection,

if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements

in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

**Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended 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; amended to be effective December 6, 2012, 37 TexReg 9515**

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix C**

## Exhibit C



### Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4691, FAX (512) 239-2214

### Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4691.

Water users can find best management practices (BMPs) at the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

#### Contact Information

Name of Water Supplier: City of Lucas

Address: 665 Country Club Road Lucas Texas 75002

Telephone Number: (972)727-8999 Fax: (972) 727-0091

Water Right No.(s): \_\_\_\_\_

Regional Water Planning Group: NTMWD

Water Conservation Coordinator (or person responsible for implementing conservation program): Joseph Hilbourn Phone: (972) 912-1207

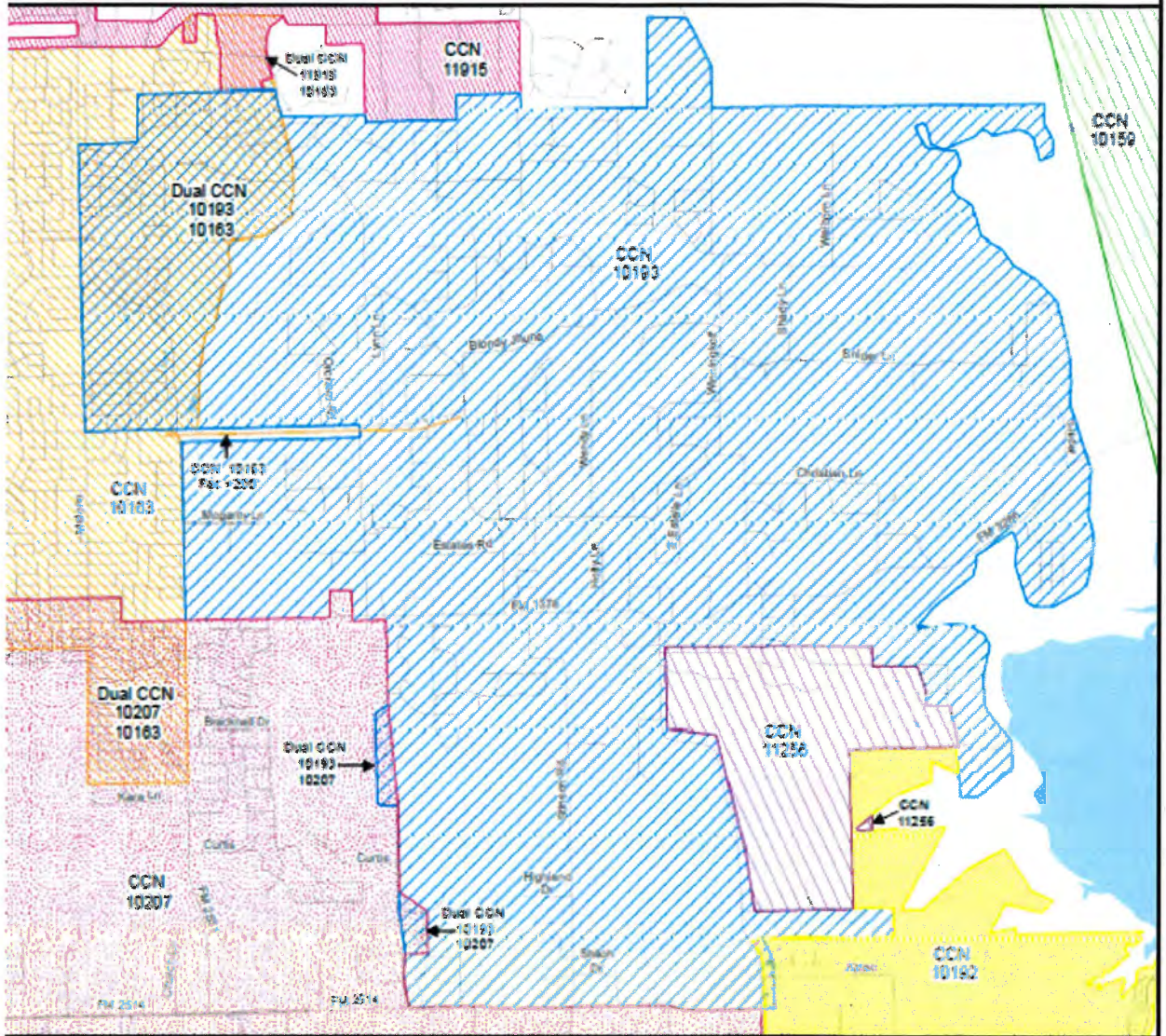
Form Completed by: Joseph Hilbourn

Title: Development Services Director

Signature: \_\_\_\_\_ Date: / / \_\_\_\_\_

A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.2). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

**City of Lucas**  
**Water CCN No. 10193**  
**PUC Docket No. 48660**  
**Amended CCN No. 10193 in Collin County**



**Water CCN**

- 10193 - City of Lucas
- 11915 - City of Fairview
- 10159 - Culleoka WSC
- 11256 - Seis Lagos Utility District
- 10192 - Wylie Northeast SUD
- 10207 - City of Parker
- 10163 - City of Allen

**Water CCN Facility +200'**

- 10163 - City of Allen



Public Utility Commission of Texas  
1701 N. Congress Ave

Map by: Koral Patel  
Date created: April 5, 2019  
Project Path: n:\puc\mactool\





# **Public Utility Commission of Texas**

**By These Presents Be It Known To All That  
City of Lucas**

having obtained certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service, City of Lucas is entitled to this

## **Certificate of Convenience and Necessity No. 10193**

to provide continuous and adequate water utility service to that service area or those service areas in Collin County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 48660 are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the City of Lucas to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this 26<sup>th</sup> day of July 2019.

## Utility Profile

### I. POPULATION AND CUSTOMER DATA

#### A. *Population and Service Area Data*

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (in square miles): 17.66  
(Please attach a copy of service-area map)
3. Current population of service area: 8338
4. Current population served for:
  - a. Water 8147
  - b. Wastewater 40

5. Population served for previous five years:

<i>Year</i>	<i>Population</i>
2015	7134
2016	7599
2017	7775
2018	8147
2019	8338

6. Projected population for service area in the following decades:

<i>Year</i>	<i>Population</i>
2020	9,000
2030	11,000
2040	14,000
2050	14,000
2060	14,000

7. List source or method for the calculation of current and projected population size.  
Current NTCOG plan, and City of Lucas future Comprehensive plan

*B. Customer Data*

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. More guidance can be found at: <http://www.twdb.texas.gov/conservation/doc/SB181Guidance.pdf>

1. Quantified 5-year and 10-year goals for water savings:

	<i>Historic 5-year Average</i>	<i>Baseline</i>	<i>5-year goal for year 2024</i>	<i>10-year goal for year 2029</i>
Total GPCD	159.24		154	150
Residential GPCD	150.07		145	140
Water Loss GPCD	23.70		21	20
Water Loss Percentage	12.42%		11.42%	10.42%

**Notes:**

Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

2. Current number of active connections. Check whether multi-family service is counted as  Residential or  Commercial?

<i>Treated Water Users</i>	<i>Metered</i>	<i>Non-Metered</i>	<i>Totals</i>
Residential			2647
Single-Family	2607	0	2647
Multi-Family			
Commercial	40	0	40
Industrial/Mining			
Institutional			
Agriculture			
Other/Wholesale			

3. List the number of new connections per year for most recent three years.

<i>Year</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>
<i>Treated Water Users</i>			
Residential	74	56	130
Single-Family	74	56	130
Multi-Family	0	0	0
Commercial	2	4	3
Industrial/Mining			
Institutional	0	15	11
Agriculture			
Other/Wholesale	0		

4. List of annual water use for the five highest volume customers.

<i>Customer</i>	<i>Use (1,000 gal/year)</i>	<i>Treated or Raw Water</i>
Larsen, Brandon & Heather	18,128	Treated
Lovejoy High School	16,031	Treated
Lovejoy High School	15,120	Treated
CE Lucas HOA	14,867	Treated
Lovejoy High School	13,084	Treated

## II. WATER USE DATA FOR SERVICE AREA

### A. Water Accounting Data

1. List the amount of water use for the previous five years (in 1,000 gallons).

Indicate whether this is  diverted or X treated water.

<i>Year</i>	2014	2015	2016	2017	2018
<i>Month</i>					
January	<u>17,685,900</u>	<u>19,188,800</u>	<u>16,187,800</u>	<u>18,555,500</u>	<u>20,895,800</u>
February	<u>15,469,000</u>	<u>17,412,500</u>	<u>21,664,500</u>	<u>20,774,600</u>	<u>20,353,100</u>
March	<u>19,722,100</u>	<u>13,202,900</u>	<u>18,093,300</u>	<u>17,361,100</u>	<u>19,269,700</u>
April	<u>22,975,100</u>	<u>14,498,400</u>	<u>24,831,900</u>	<u>27,565,500</u>	<u>31,516,500</u>
May	<u>34,810,200</u>	<u>34,810,200</u>	<u>29,090,100</u>	<u>34,530,300</u>	<u>37,964,600</u>
June	<u>34,200,300</u>	<u>26,579,100</u>	<u>26,750,900</u>	<u>45,460,000</u>	<u>66,607,000</u>
July	<u>44,171,900</u>	<u>41,603,300</u>	<u>69,692,100</u>	<u>40,498,900</u>	<u>74,689,900</u>
August	<u>37,923,900</u>	<u>78,179,300</u>	<u>63,482,100</u>	<u>59,412,200</u>	<u>86,343,200</u>
September	<u>50,182,300</u>	<u>106,421,900</u>	<u>45,469,900</u>	<u>53,254,900</u>	<u>63,810,700</u>
October	<u>39,354,300</u>	<u>61,441,700</u>	<u>53,291,000</u>	<u>53,805,700</u>	<u>33,033,500</u>
November	<u>32,740,900</u>	<u>21,109,100</u>	<u>42,721,100</u>	<u>46,462,700</u>	<u>19,253,600</u>
December	<u>17,974,800</u>	<u>20,554,900</u>	<u>23,777,600</u>	<u>34,739,500</u>	<u>20,225,900</u>
<b>Totals</b>	<u>367,210,700</u>	<u>435,813,300</u>	<u>435,052,300</u>	<u>452,420,900</u>	<u>493,963,500</u>

- Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

Water Sales

- Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

<i>Year</i>	2014	2015	2016	2017	2018
<i>Account Types</i>					
Residential					
Single-Family	16,786,400	410,068,400	411,174,500	427,439,600	467,658,300
Multi-Family					
Commercial	873,900	30,685,500	25,888,100	22,783,100	26,077,800
Industrial/Minin g					
Institutional					
Agriculture					
Other/Wholesale					

- List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

<i>Year</i>	<i>Amount (gallons)</i>	<i>Percent %</i>
2018	70 MG	12.42%
2017	58 MG	11.14%
2016	70 MG	14%
2015	46 MG	9%
2014	45 MG	10%

#### *B. Projected Water Demands*

- If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

### **III. WATER SUPPLY SYSTEM DATA**

#### *A. Water Supply Sources*

- List all current water supply sources and the amounts authorized (in acre feet) with each.

<i>Water Type</i>	<i>Source</i>	<i>Amount Authorized</i>
Surface Water		
Groundwater		
Other	NTMWD	2115

*B. Treatment and Distribution System (if providing treated water)*

1. Design daily capacity of system (MGD): N/A
2. Storage capacity (MGD):
  - a. Elevated .6
  - b. Ground 1.8
3. If surface water, do you recycle filter backwash to the head of the plant?  
 Yes     No    If yes, approximate amount (MGD): N/A

**IV. WASTEWATER SYSTEM DATA**

*A. Wastewater System Data (if applicable)*

1. Design capacity of wastewater treatment plant(s) (MGD): N/A
2. Treated effluent is used for  on-site irrigation,  off-site irrigation, for  plant wash-down, and/or for  chlorination/dechlorination.  
 If yes, approximate amount (in gallons per month): 0
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

NTMWD Wilson Creek Plant

*B. Wastewater Data for Service Area (if applicable)*

1. Percent of water service area served by wastewater system: 4.72%
2. Monthly volume treated for previous five years (in 1,000 gallons):



<i>Year</i>	2014	2015	2016	2017	2018
<i>Month</i>					
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
<b>Totals</b>	0	0	0	0	0

## **Water Conservation Plan**

In addition to the utility profile, please attach the following as required by Title 30, Texas Administrative Code, §288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

### *A. Record Management System*

The water conservation plan must include a record management system which allows for the classification of water sales and uses in to the most detailed level of water use data currently available to it, including if possible, the following sectors: residential (single and multi-family), commercial.

### *B. Specific, Quantified 5 & 10-Year Targets*

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable. These goals must be updated during the five-year review and submittal.

### *C. Measuring and Accounting for Diversions*

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.

### *D. Universal Metering*

The water conservation plan must include and a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

### *E. Measures to Determine and Control Water Loss*

The water conservation plan must include measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

### *F. Continuing Public Education & Information*

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

### *G. Non-Promotional Water Rate Structure*

The water supplier must have a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

### *H. Reservoir Systems Operations Plan*

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies.

*I. Enforcement Procedure and Plan Adoption*

The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.

*J. Coordination with the Regional Water Planning Group(s)*

The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

*K. Plan Review and Update*

A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

**VI. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS**

Required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within the next ten years:

*A. Leak Detection and Repair*

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.

*B. Contract Requirements*

A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

**VII. ADDITIONAL CONSERVATION STRATEGIES**

Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of 30 TAC §288.2(1), if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

1. Conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;
2. Adoption of ordinances, plumbing codes, and/or rules requiring water conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;
3. A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
4. A program for reuse and/or recycling of wastewater and/or graywater;
5. A program for pressure control and/or reduction in the distribution system and/or for customer connections;
6. A program and/or ordinance(s) for landscape water management;
7. A method for monitoring the effectiveness and efficiency of the water conservation plan; and
8. Any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

#### **VIII. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER**

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix D**

**APPENDIX D  
NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT**

Water Utility Reporting: **Adrian**  
 Filed Out By: **Adrian**  
 Phone Number: **972-412-1300**  
 Email: **adrian@ntmwd.com**  
 Date Completed: **02/20/2019**  
 Year Covered: **2018**  
 # of Connections: **2,457**  
 Estimated Population: **6,147**  
 Source: **Station Forester, City Employee**  
 # of Irrigation Systems:

Due: March 31 of every year  
 Cite the source used for estimation of population.  
 Indicate Irrigation Systems or Backflow Preventers using the Dropdown Menu

**Recorded Deliveries and Sales by Month (in Million Gallons)**

Month	Supplies other than NTMWD	Sales by Category					Metered Irrigation	Other
		Residential	Commercial	Public/Institutional	Industrial			
January		29,596	0,000	0,000	0,000	0,000		
February		28,998	0,000	0,000	0,000	0,000		
March		27,783	0,000	0,000	0,000	0,000		
April		28,454	0,000	0,000	0,000	0,000		
May		26,267	0,000	0,000	0,000	0,000		
June		16,770	1,038	1,850	0,000	0,000		
July		21,278	0,000	2,498	0,000	0,000		
August		18,076	1,500	2,455	0,000	0,000		
September		20,179	1,157	2,385	0,000	0,000		
October		16,001	0,000	1,372	0,000	0,000		
November		17,000	0,000	0,000	0,000	0,000		
December		18,013	0,000	0,000	0,000	0,000		

**Other Parameters:**  
 Peak Day (MG): **4.036** Total peak day use (Peak day delivery from NTMWD + other supplies)  
 Billed Unmetered:  Estimated water that has been sold but not metered, for example, dust-control trucks and types of businesses using authorized water drawn from fire hydrants or other unmetered uses.  
 Unbilled Metered: **0.000** Water that is metered but not billed, such as city/government offices, city park irrigation, water treatment facility use, and some fire department use.  
 Unbilled Unmetered: **2.324** Estimated water not billed or metered, such as most fire flushing.  
 Goal for Total Loss Percent:   
 5-year Per Capita Goal:   
 10-year Per Capita Goal:

**Recorded Wholesale Sales by Month (in Million Gallons)**

Month	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

**Information on Wholesale Customers:**

Customer	Estimated Total Population

**Unusual Circumstances (use additional sheets if necessary):**  
 January 2018, 2019, we flushed both elevated towers to boost our distribution mains. We flushed both again in September 2018 for the same reason to boost chlorine residuals with the abundance of rains received this year, customers did not use as much water resulting in residual drop so we were forced to drain the towers to offset that drop.

**Progress in Implementation of Conservation Plan (use additional sheets if necessary):**

**Conservation measures planned for next year (use additional sheets if necessary):**

**Assistance requested from North Texas Municipal Water District (use additional sheets if necessary):**

**Other (use additional sheets if necessary):**

**APPENDIX D**  
**NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT**  
 Due: March 31 of every year

Water Utility Reporting: Lucas  
 Filled Out By: Adam Gerster  
 Phone Number: 972-912-1209  
 Email: agerster@lucastexas.us  
 Date Completed: 02/20/2019  
 Year Covered: 2018  
 # of Connections: 2,607  
 Estimated Population: 8,147  
 Source: Stanton Foerster, City Engineer  
 # of Irrigation Systems

**Recorded Deliveries and Sales by Month (in Million Gallons):**

Month	Deliveries from NTMWD	Other Supplies	Sales by Category					Total	
			Residential	Commercial	Public/Institutional	Industrial	Metered Irrigation		Wholesale
January	30.250		19.998	0.400	0.482	0.005			20.885
February	26.564		18.966	0.387	0.562	0.011			19.926
March	30.873		17.783	0.504	0.539	0.004			18.830
April	37.163		29.454	0.597	1.145	0.006			31.202
May	62.812		36.362	0.604	0.948	0.013			37.927
June	64.199		63.770	1.038	1.350	0.025			66.183
July	100.812		71.475	0.959	2.205	0.019			74.658
August	88.952		81.876	1.203	2.552	0.041			85.672
September	42.821		60.129	1.157	2.366	0.018			63.670
October	28.793		30.682	0.907	1.373	0.004			32.966
November	29.512		17.869	0.656	0.705	0.006			19.236
December	24.596		18.918	0.798	0.596	0.016			20.328
<b>TOTAL</b>	<b>567.347</b>		<b>467.282</b>	<b>9.210</b>	<b>14.823</b>	<b>0.168</b>			<b>491.483</b>

**Peak Day Usage**  
 Peak Day (MG) 4.886  
 Average Day (MG) 1.554  
 Peak/Average Day Ratio 3.143

**Authorized Consumption and Water Loss**

Total System Input Volume: 567.347  
 Billed Metered: 491.483  
 Billed Unmetered: 0.050  
 Unbilled Metered: 5.334  
 Unbilled Unmetered: 496.867  
 Total Authorized Consumption: 70.480  
 Water Losses: 12.42%  
 Total Loss Percent:  
 Goal for Total Loss Percent:

**Per Capita Use (Gallons per person per day)**

Municipal Use (MG) 567  
 Residential Use (MG) 467.282  
 Total Per Capita Use (gpcd) 191  
 Municipal Per Capita Use (gpcd) 191  
 Residential Per Capita Use (gpcd) 157  
 5-year Per Capita Goal  
 10-year Per Capita Goal

**Recorded Wholesale Sales by Month (in Million Gallons):**

Month	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Sales to...	Total Wholesale Sales
January										
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
<b>TOTAL</b>										





Conservation measures planned for next year (use additional sheets if necessary):

--

Assistance requested from North Texas Municipal Water District (use additional sheets if necessary):

--

Other (use additional sheets if necessary):

--

Historical Water Use Data for Lucas

Year	Connections	Estimated Population	Deliveries from NTMWD (MG)	Other Supplies (MG)	Metered Sales by Category (Million Gallons)							Total	
					Residential	Commercial	Public/Institutional	Industrial	Metered Irrigation	Wholesale	Other		
1990	0	2,205	0	0	0	0	0	0	0	0	0	0	0
1991	0	2,273	0	0	0	0	0	0	0	0	0	0	0
1992	0	2,342	0	0	0	0	0	0	0	0	0	0	0
1993	0	2,410	0	0	0	0	0	0	0	0	0	0	0
1994	0	2,479	0	0	0	0	0	0	0	0	0	0	0
1995	0	2,547	0	0	0	0	0	0	0	0	0	0	0
1996	0	2,616	0	0	0	0	0	0	0	0	0	0	0
1997	0	2,684	0	0	0	0	0	0	0	0	0	0	0
1998	0	2,753	0	0	0	0	0	0	0	0	0	0	0
1999	0	2,821	0	0	0	0	0	0	0	0	0	0	0
2000	0	2,890	0	0	0	0	0	0	0	0	0	0	0
2001	0	3,117	0	0	0	0	0	0	0	0	0	0	0
2002	0	3,345	0	0	236	0	0	0	0	0	0	0	236
2003	0	3,573	0	0	248	0	0	0	0	0	0	0	248
2004	0	3,801	0	0	248	0	0	0	0	0	0	0	248
2005	0	4,100	0	0	369	0	0	0	0	0	0	0	369
2006	0	4,400	420	0	391	0	0	0	0	0	0	0	391
2007	0	5,100	294	0	249	0	0	0	0	0	0	0	249
2008	0	5,391	428	0	369	0	0	0	0	0	0	0	369
2009	1,859	5,473	385	0	323	0	0	0	0	0	0	0	323
2010	1,890	5,564	457	0	371	0	0	0	0	0	0	0	371
2011	1,940	5,704	593	0	507	0	0	0	0	0	0	0	507
2012	2,154	6,100	547	0	453	0	0	0	0	0	0	0	453
2013	2,215	6,414	538	0	407	31	0	0	0	0	0	0	437
2014	2,223	6,862	452	0	342	22	0	0	0	0	0	0	364
2015	2,354	7,134	514	0	411	30	0	0	0	0	0	0	441
2016	2,476	7,775	512	0	411	25	0	0	0	0	0	0	437
2017	2,420	7,599	519	0	427	11	11	0	0	0	0	0	450
2018	2,607	8,147	567	0	467	9	15	0	0	0	0	0	491

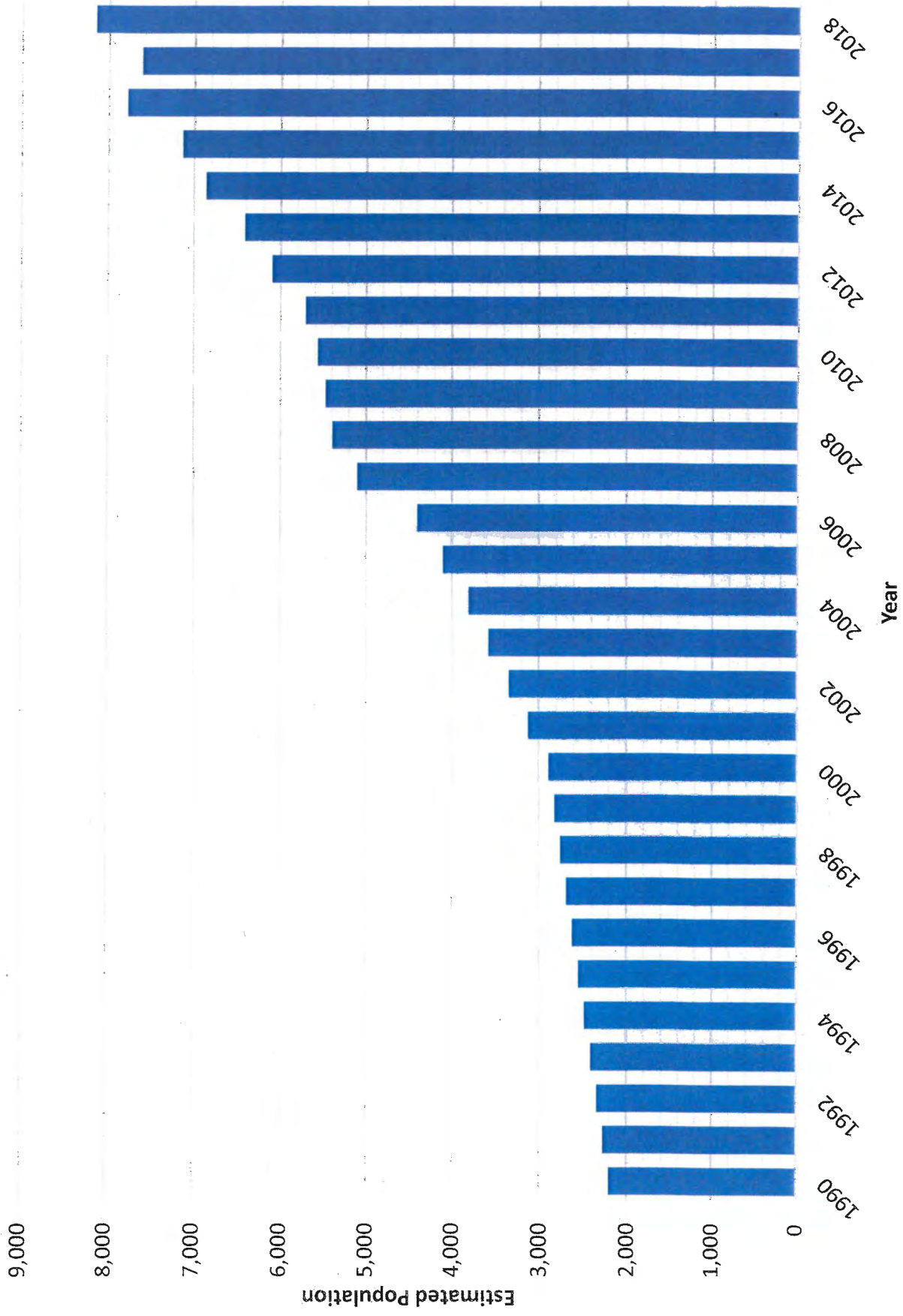
Historical Per Capita Use Data and Water Loss for Lucas

Year	Estimated Population	In-City Municipal Use (MG)	Per Capita Municipal Use (gpcd)	Per Capita Residential Use (gpcd)	Deliveries from NTMWD (MG)	Other Supplies (MG)	Wholesale Sales (MG)	Billed Metered (MG)	Billed Unmetered (MG)	Unbilled Metered (MG)	Unbilled Unmetered (MG)	Water Losses (MG)	% Water Loss
2002	0	0	0	0	0	0	0	236	0	0	0	0	0.00%
2003	0	0	0	0	0	0	0	248	0	0	0	0	0.00%
2004	0	0	0	0	0	0	0	248	0	0	0	0	0.00%
2005	0	0	0	0	0	0	0	369	0	0	0	0	0.00%
2006	4,400	420	262	243	420	0	0	391	0	0	0	29	6.90%
2007	5,100	294	158	133	294	0	0	249	0	0	0	45	15.31%
2008	5,391	428	217	187	428	0	0	369	0	0	0	59	13.82%
2009	5,473	385	193	161	385	0	0	323	0	1	1	61	15.73%
2010	5,564	457	225	182	457	0	0	371	0	1	4	80	17.60%
2011	5,704	593	285	243	593	0	0	507	0	1	4	81	13.65%
2012	6,100	547	246	203	547	0	0	453	0	2	8	85	15.52%
2013	6,414	538	230	173	538	0	0	437	0	2	14	86	16.00%
2014	6,862	452	181	136	452	0	0	364	0	2	41	45	10.00%
2015	7,134	514	197	157	514	0	0	441	0	3	23	46	9.00%
2016	7,775	512	180	145	512	0	0	437	0	0	5	70	14.00%
2017	7,599	519	187	154	519	0	0	450	0	0	11	58	11.14%
2018	8,147	567	191	157	567	0	0	491	0	0	5	70	12.42%

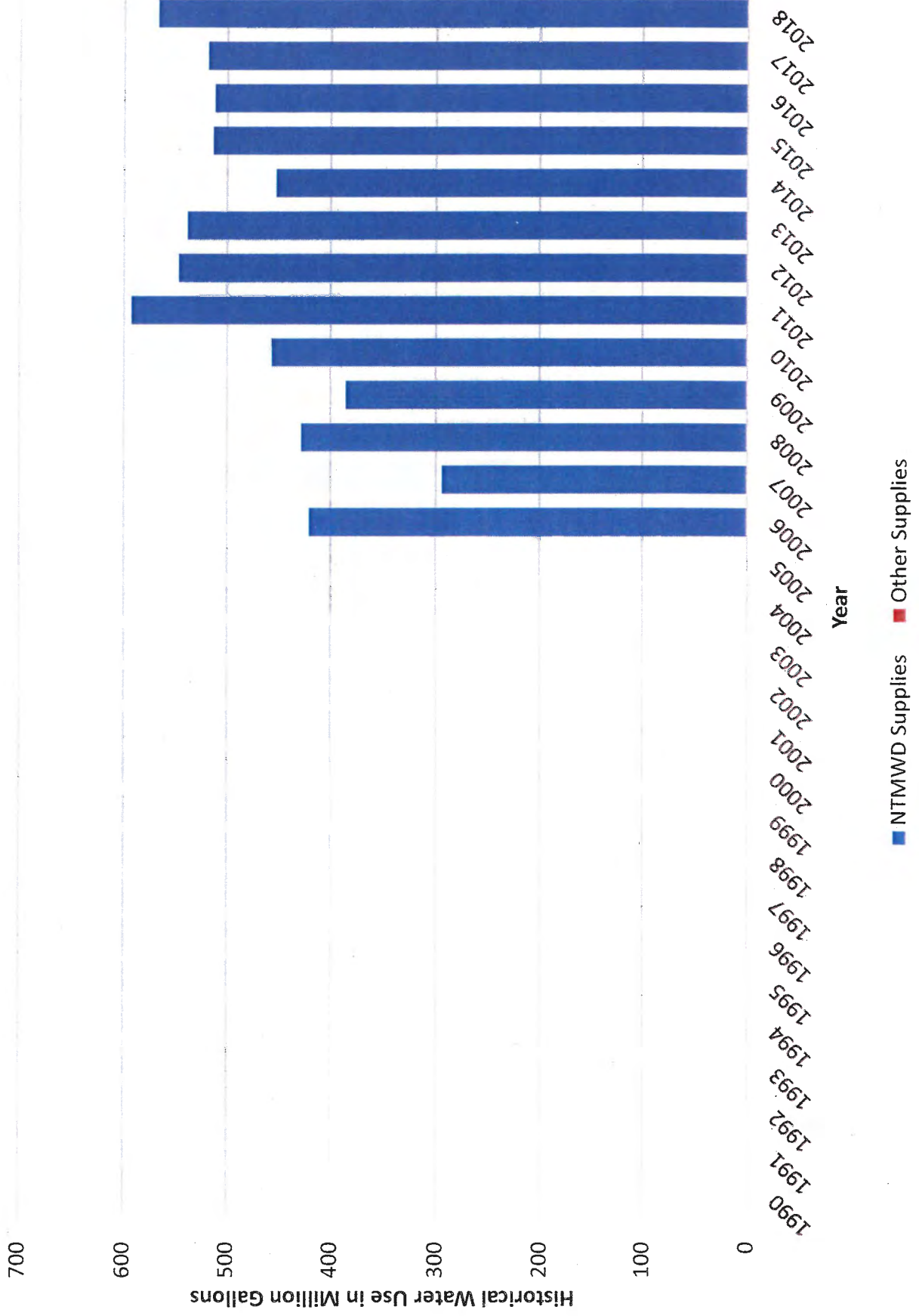
Note:

In-city municipal use = total water supplied less sales to industry, metered irrigation, wholesale sales and other sales. After 2017 - Unaccounted Water has been removed and replaced with Water Losses (per TWDB definition). This category is inclusive of real and apparent losses. Categories for authorized consumption were also added; Unbilled metered replaced estimated fire use, unbilled unmetered replaced estimated line flushing, and a new category for billed unmetered sales was added.

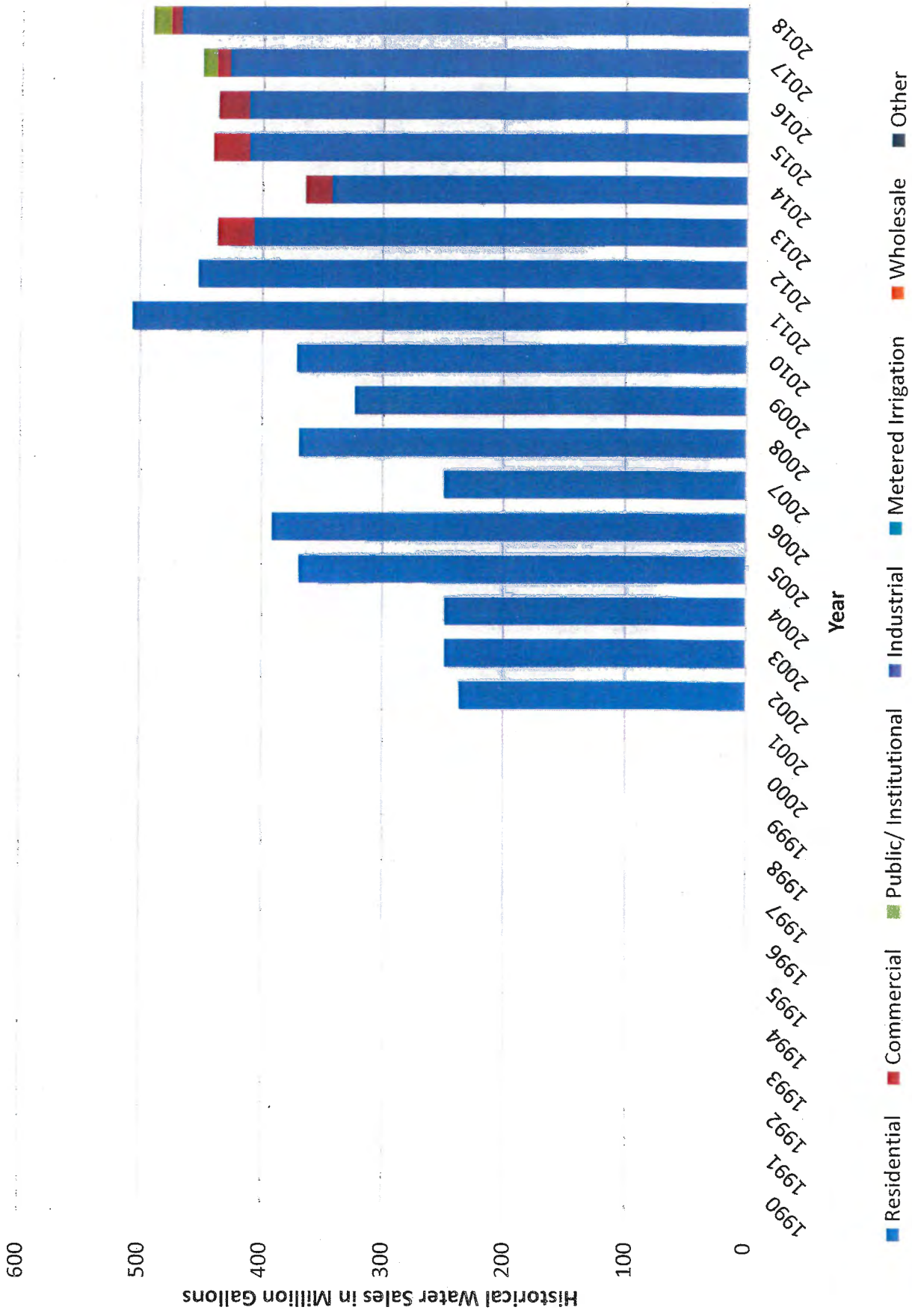
# Estimated Historical Population



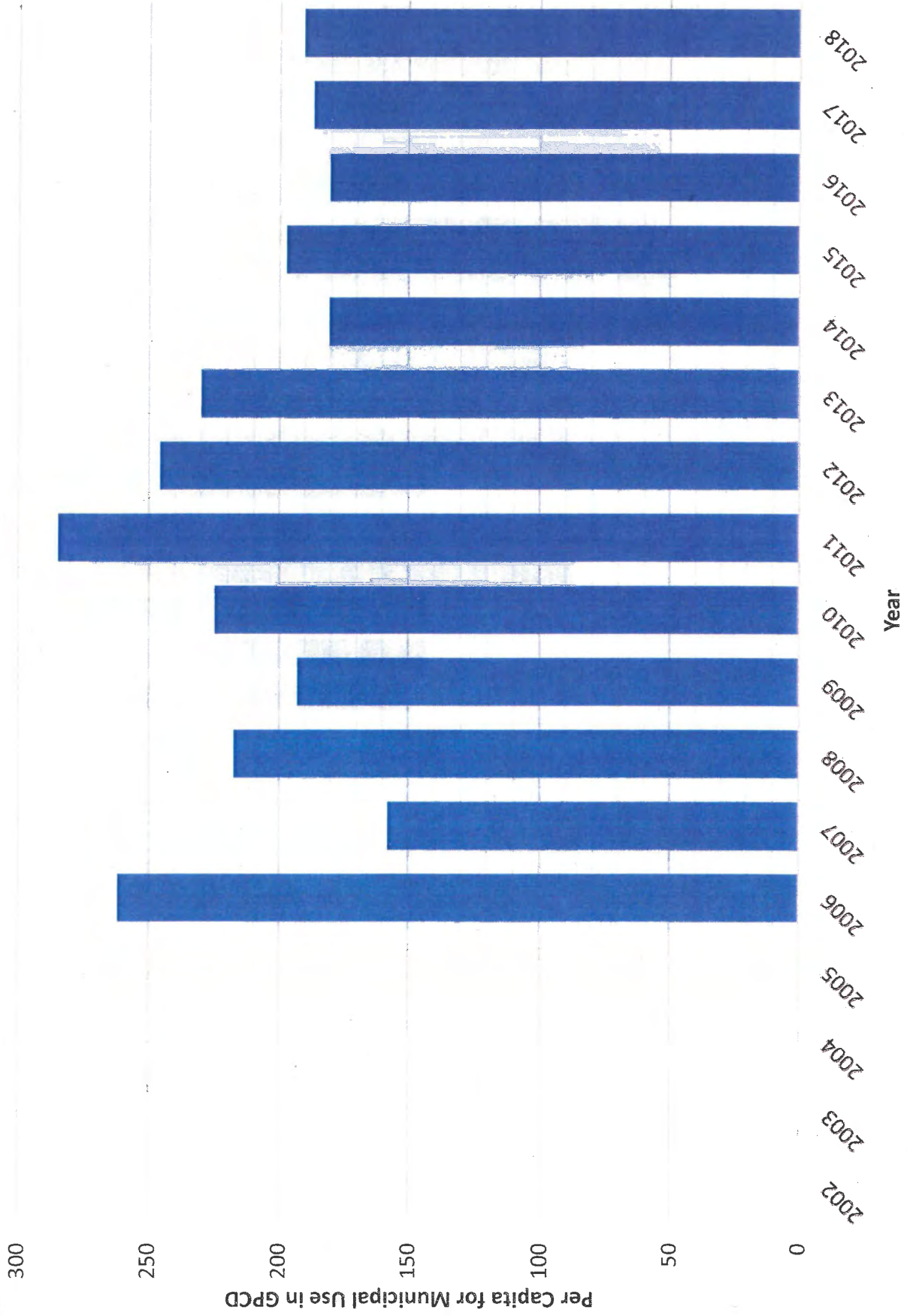
# Historical Water Use



# Historical Water Sales by Classification

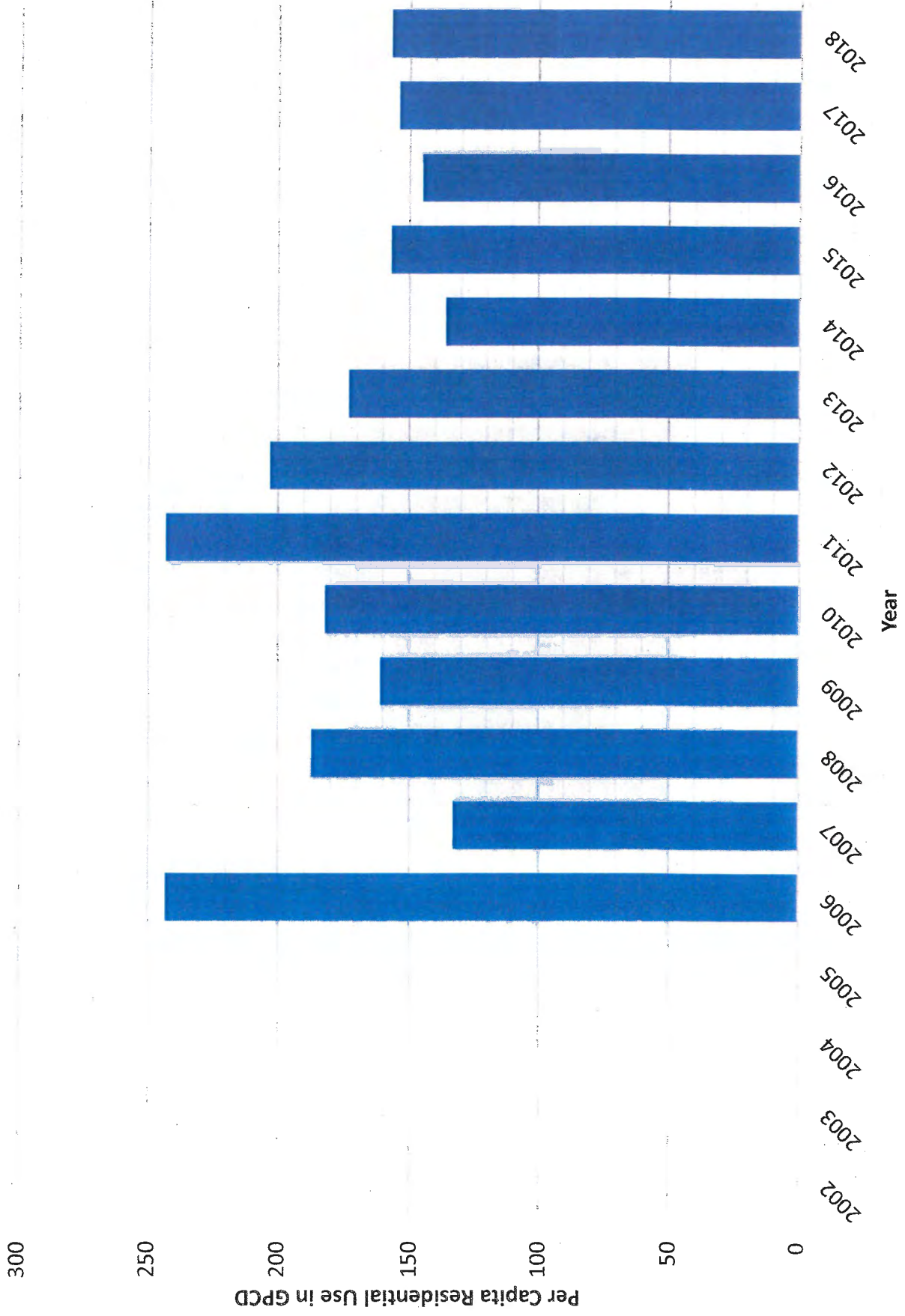


# Historical Per Capita for Municipal Use

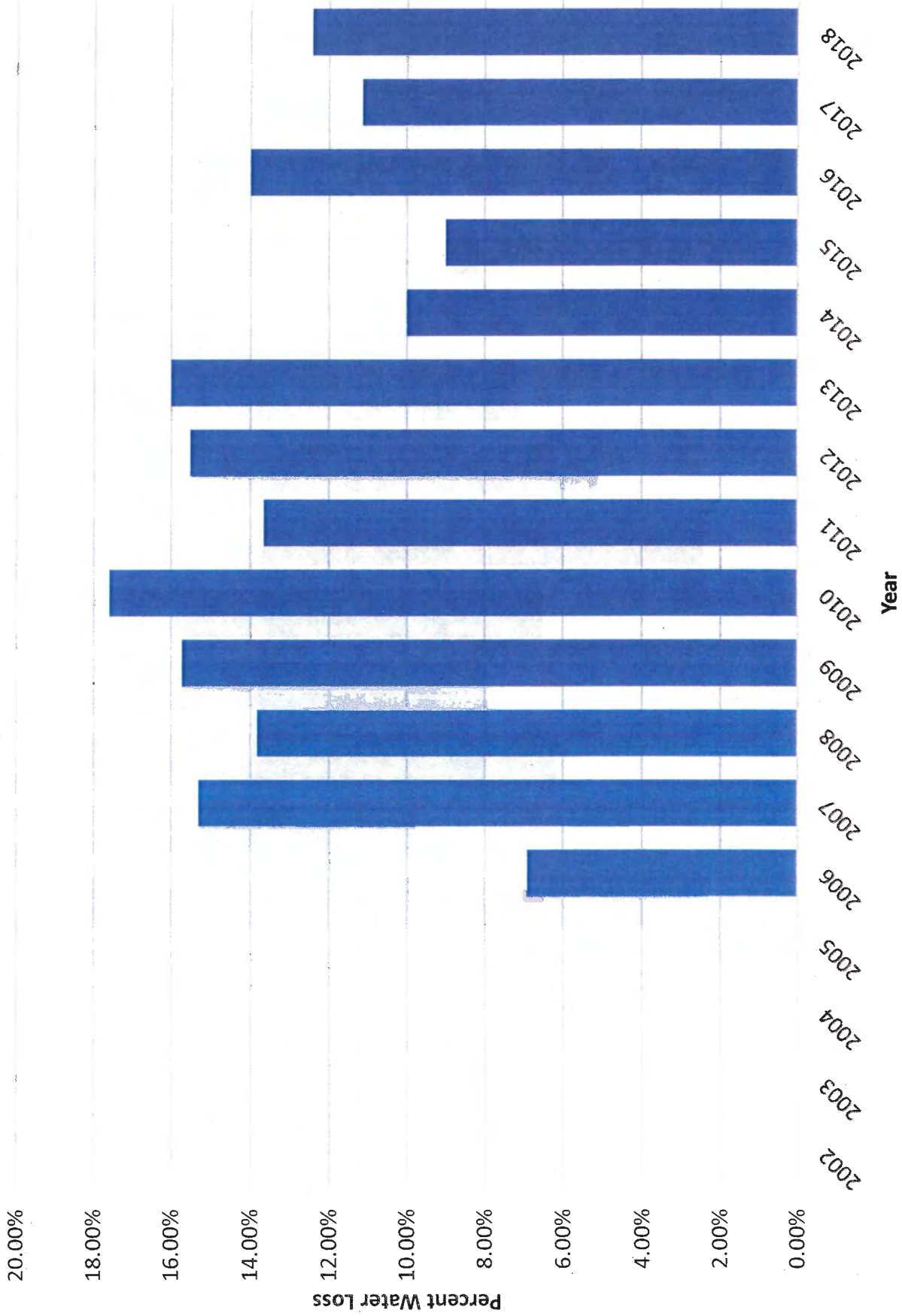




# Historical Per Capita for Residential Use



# Historical Percent Water Loss



# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix E**

## **APPENDIX E**

### **LANDSCAPE WATER MANAGEMENT REGULATIONS**

#### **A. Purpose**

The purpose of these proposed landscape water management regulations is to provide a consistent mechanism for preventing the waste of water resources. To enact these provisions, entities must verify legal authority to adopt such provisions, and must promulgate valid rules, orders, or ordinances.

#### **B. Required Measures**

The following landscape water conservation measures are required to be included in the landscape management regulations adopted and enforced in this plan.

##### **1. Lawn and Landscape Irrigation Restrictions**

- a. A person commits an offense if the person irrigates, waters, or knowingly or recklessly causes or allows the irrigation or watering of any lawn or landscape located on any property owned, leased, or managed by the person between the hours of 10:00 a.m. and 6:00 p.m. from April 1 through October 31 of any year.
- b. A person commits an offense if the person knowingly or recklessly irrigates, waters, or causes or allows the irrigation or watering of lawn or landscape located on any property owned, leased, or managed by that person in such a manner that causes:
  - 1) over-watering lawn or landscape, such that a constant stream of water overflows from the lawn or landscape onto a street or other drainage area; or
  - 2) irrigating lawn or landscape during any form of precipitation or freezing conditions. This restriction applies to all forms of irrigation, including automatic sprinkler systems; or
  - 3) the irrigation of impervious surfaces or other non-irrigated areas, wind driven water drift taken into consideration.
- c. A person commits an offense if the person knowingly or recklessly allows the

irrigation or watering of any lawn or landscape located on any property owned, leased, or managed by the person more than two days per week.

## 2. Rain and Freeze Sensors and/or ET or Smart Controllers

Any new irrigation system installed on or after November 4, 2004, must be equipped with rain and freeze sensing devices and/or ET or Smart controllers in compliance with state design and installation regulations.

a. A person commits an offense on property owned, leased or managed if the person:

1) knowingly or recklessly installs or allows the installation of new irrigation systems in violation of Subsection B.2.a; or

2) knowingly or recklessly operates or allows the operation of an irrigation system that does not comply with Subsection B.2.a.

## 3. Filling or Refilling of Ponds

A person commits an offense if the person knowingly or recklessly fills or refills any natural or man made pond located on any property owned, leased, or managed by the person by introducing any treated water to fill or refill the pond. This does not restrict the filling or maintenance of pond levels by the effect of natural water runoff or the introduction of well water into the pond. A pond is considered to be a still body of water with a surface area of 500 square feet or more.

## 4. Washing of Vehicles

A person commits an offense if the person knowingly or recklessly washes a vehicle without using a water hose with a shut-off nozzle on any property owned, leased, or managed by the person.

## 5. Enforcement

Violations of the ordinance, order, or resolution will result in fees outlined below.

First Offense

Courtesy Tag Warning

Second Offense

Certified Letter notifying of violation

Third Offense

\$100

Fourth and Subsequent Offenses      \$300

### C. Recommended Measures

#### 1. Lawn and Landscape Irrigation Restrictions

a. A person commits an offense if the person knowingly or recklessly operates a lawn or irrigation system or device on property that the person owns, leases, or manages that:

1) has broken or missing sprinkler head(s); or

2) has not been properly maintained to prevent the waste of water.

b. A person commits an offense if the person knowingly or recklessly overseeds a lawn with rye or winter grass on property that the person owns, leases, or manages. Golf courses and public athletic fields are exempt from this restriction.

c. All new athletic fields must have separate irrigation systems that are capable of irrigating the playing fields separately from other open spaces.

#### 2. Rain and Freeze Sensors

a. Existing irrigation systems must be retrofitted with similar rain and freeze sensors and be capable of multiprogramming within 5 years.

### D. Variances

1. In special cases, variances may be granted to persons demonstrating extreme hardship or need. Variances may be granted under the following circumstances:

a. the applicant must sign a compliance agreement agreeing to irrigate or water the lawn and/or landscape only in the amount and manner permitted by the variance;  
and

b. the variance must not cause an immediate significant reduction to the water supply; and

c. the extreme hardship or need requiring the variance must relate to the health, safety, or welfare of the person making the request; and

d. the health, safety, and welfare of the public and the person making the request must not be adversely affected by the requested variance.

2. A variance will be revoked upon a finding that:

a. the applicant can no longer demonstrate extreme hardship or need; or

b. the terms of the compliance agreement are violated; or

c. the health, safety, or welfare of the public or other persons requires revocation.

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix F**



## Appendix F

Region C Water Planning Group  
c/o Trinity River Authority  
P.O. Box 60  
Arlington, TX 76004

Dear Sir:

Enclosed please find a copy of the Model Water Resource and Emergency Management Plan for Member Cities and Customers of the North Texas Municipal Water District. I am submitting a copy of this plan 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 the North Texas Municipal Water District adopted the updated model plan on \_\_\_\_\_, 2019.

Sincerely,



Joseph Hilbourn  
City of Lucas

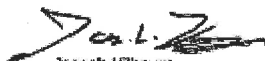
## Appendix F

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

Dear Mr. LeTourneau:

Enclosed please find a copy of the recently updated Model Water Resource and Emergency Management Plan for Member Cities and Customers of the North Texas Municipal Water District. I am submitting a copy of this plan 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 the North Texas Municipal Water District adopted the updated model plan on \_\_\_\_\_, 2019.

Sincerely,

  
Joseph Hilbourn  
City of Lucas

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix G**

## Appendix G

### SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

### SECTION 2

From and after the effective date of this Ordinance, Section 13.05.01, "Plan Adopted," of Article 13.05, "Water Conservation and Water Resource and Emergency Management Plan" of Chapter 13, "Utilities," of the City's Code of Ordinances is amended to read as follows:

#### **"Sec. 13.05.001 Plan Adopted**

The City Council hereby approves and adopts for the city, its citizens and water customers the new Water Conservation and Water Resource and Emergency Management Plan (the "Plan"), attached to this Ordinance as Exhibit A and incorporated herein for all purposes. A copy of this Ordinance and the Plan are available in the City Secretary's Office."

### SECTION 3

The City Council hereby approves and adopts the Plan, as referenced in Section 2 of this Ordinance, as if recited verbatim herein. The City commits to implement the requirements and procedures set forth in the adopted Plan.

### SECTION 4

From and after the effective date of this Ordinance, Section XVII, "Water Conservation and Enforcement Fees," of Appendix A, "Fee Schedule," to the City's Code of Ordinances is amended to read as follows:

#### **"Sec. XVII Water Conservation and Enforcement Fees**

**Administrative Fees.** Administrative fees for violations to the City's Water Conservation and Water Resource and Emergency Management Plan shall be added to water account holder's regular monthly utility bill as follows:

First Offense	Courtesy Tag Warning
Second Offense	Certified Letter notifying of violation
Third Offense and Subsequent offenses	\$100
Fourth Offense and Subsequent offenses	\$300

**Contesting Violations:** A water customer may request a hearing before a hearing officer(s) appointed by the Executive Director of Infrastructure Services within fifteen (15) business days after the date on the Notice. The hearing officer(s) shall evaluate all information offered by the petitioner at the hearing. The customer shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing

officer(s) shall render a decision in writing within three (3) business days of the conclusion of the hearing. A customer may appeal the decision from the hearing officer(s) in writing to the Executive Director of Infrastructure Services within three (3) business days from the receipt of the written appeal. The decision by the Executive Director of Infrastructure Services is final and binding.

Unpaid assessed administrative fees related to violations of water use restrictions under the City Plan shall incur late payment penalties and may result in termination of water service."

#### **SECTION 5**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

#### **SECTION 6**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Lucas hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

#### **SECTION 7**

The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code, as amended.

#### **SECTION 8**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00), and each and every day that such violation continues shall be considered a separate offense; provided, however, that such penal provision shall not preclude a suit to enjoin such violation. City of Lucas retains all legal rights and remedies available to it pursuant to local, state and federal law.

#### **SECTION 9**

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the City of Lucas, Texas.

# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix H**

# Appendix H

## Section 1

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

## Section 2

Offense Established. A person commits an offense of theft of water by any of the following actions:

(a) A person may not tamper, connect to, or alter any component of the City's water system including valves, meters, meter boxes, lids, hydrants, lines, pump stations, ground storage tanks, and elevated storage tanks. This shall include direct or indirect efforts to initiate or restore water service without the approval of the City.

(b) If, without the written consent of the City Manager or the Managers designee, the person causes, suffers or allows the initiation or restoration of water service to the property after termination of service(s). For purposes of this Section 2(b), it shall be assumed that the owner, occupant, or person in control of the property caused, suffered, or allowed the unlawful initiation or restoration of service(s).

(c) A person may not make or cause a false report to be made to the City of a reading of a water meter installed for metered billing.

(d) A person commits a separate offense each day that the person performs an act prohibited by this Section 2 or fails to perform an act required by this section.

## Section 3

Disconnections of Water Service and Reconnection Fee. Any violation of this Ordinance, including the first offense, will result in forfeiture of any and all deposits, removal of meters, and/or discontinuance of water service by the City. A five hundred (\$500.00) reconnection fee will be required before the City will restore water service.

## Section 4

Penalty. Any person violating the provisions of Section 2 of this Ordinance shall be deemed guilty of the offense of criminal mischief, their offense shall be classified, whether a misdemeanor or a felony, in accordance with Section 28.03 of the Texas Penal Code, as it exists or may be amended and, upon conviction thereof, shall be punished in accordance with Section 28.03 of the Texas Penal Code, as it exists or may be amended. For purposes of determining whether an offense has occurred, the presumption in Section 28.03(c) the Texas Penal Code, as it exists or may be amended, shall apply.

## Section 5

Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if

occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

#### **Section 6**

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or **more** sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

#### **Section 7**

Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law.



# WATER CONSERVATION PLAN FOR THE CITY OF LUCAS

DATE 09/05/2019

## **Appendix J**



## **Appendix J**



**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**  
 Water Availability Division - MC-160, P.O. Box 13087 Austin, Texas 78711-3087  
 Telephone (512) 239-4691, FAX (512) 239-2214

**WATER CONSERVATION IMPLEMENTATION REPORT  
 FORM AND SUMMARY OF UPDATES/REVISIONS TO  
 WATER CONSERVATION PLAN**

(Texas Water Code §11.1271(b) and Title 30 Texas Administrative Code §288.30(1) to (4))

*Please note, this form replaces the following forms: TCEQ-20645 (Non-Public Water Suppliers) and TCEQ-20646 (Public Water Suppliers)*

**This Form is applicable to the following entities:**

1. **Water Right Holders of 1,000 acre-feet or more for municipal, industrial, and other non-irrigation uses.**
2. **Water Right Holders of 10,000 acre-feet or more for irrigation uses.**

The above noted entities are required by rule to submit updates to their water conservation plan(s) and water conservation implementation report(s) every five years. The most current five-year submittal deadline is **May 1<sup>st</sup>, 2019**. See 30 Texas Administrative Code (TAC) §288.30(1) to (4). Entities must also submit any revisions to their water conservation plan within 90 days of adoption when the plans are revised in between the five-year submittal deadlines. This form may be used for the five-year submittal or when revisions are made to the water conservation plans in the interim periods between five-year submittals. Please complete the form as directed below.

1. Water Right Holder Name: City of Lucas
2. Water Right Permit or Certificate Nos. ID 0430054

3. Please Indicate by placing an 'X' next to all that Apply to your Entity:

Water Right Holder of 1,000 acre-feet or more for non-irrigation uses

- Municipal Water Use by Public Water Supplier
- Wholesale Public Water Supplier
- Industrial Use
- Mining Use
- Agriculture Non-Irrigation

Water Right Holder of 10,000 acre-feet or more for irrigation uses

- Individually-Operated Irrigation System
- Agricultural Water Suppliers Providing Water to More Than One User

**Water Conservation Implementation Reports/Annual Reports**

4. Water Conservation Annual Reports for the previous five years were submitted to the Texas Water Development Board (TWDB) for each of the uses indicated above as required by 30 TAC §288.30(10)(C)? Yes  No

**TCEQ no longer requires submittal of the information contained in the detailed implementation report previously required in Forms TCEQ-20645 (Non-Public Water Suppliers) and TCEQ-20646 (Public Water Suppliers). However, the Entity must be up-to-date on its Annual Report Submittals to the TWDB.**

**Water Conservation Plans**

5. For the five-year submittal (or for revisions between the five-year submittals), attach your updated or revised Water Conservation Plan for each of the uses indicated in Section 3, above. Every updated or revised water conservation plan submitted must contain each of the minimum requirements found in the TCEQ rules and must be duly adopted by the entity submitting the water conservation plan. Please include evidence that each water conservation plan submitted has been adopted.
- Rules on minimum requirements for Water Conservation Plans can be found in 30 TAC 288.  
[http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac\\_view=4&ti=30&pt=1&ch=288](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288)
  - Forms which include the minimum requirements and other useful information are also available to assist you. Visit the TCEQ webpage for Water Conservation Plans and Reports. [https://www.tceq.texas.gov/permitting/water\\_rights/wr\\_technical-resources/conserv.html](https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/conserv.html)

*Call 512-239-4691 or email to [wcp@tceq.texas.gov](mailto:wcp@tceq.texas.gov) for assistance with the requirements for your water conservation plan(s) and report(s).*

6. For each Water Conservation Plan submitted, state whether the five and ten-year targets for water savings and water loss were met in your *previous* water conservation plan.  
Yes \_\_\_\_\_ No X \_\_\_\_\_

If the targets were not met, please provide an explanation.

<p>The city did not meet goals for two reasons:</p> <p>1. Building exceeded expectations 2. The city was required to flush both towers loosing in excess of 600k in water loss to obtain water residuals in compliance with state regulations.</p>
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7. For each five-year submittal, does each water conservation plan submitted contain *updated* five and ten-year targets for water savings and water loss?

Yes X \_\_\_\_\_ No \_\_\_\_\_

If yes, please identify where in the water conservation plan the updated targets are located (page, section).

Chapter 5 page 5-2

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8. In the box below (or in an attachment titled "Summary of Updates or Revisions to Water Conservation Plans), please identify any other revisions/updates made to each water conservation plan that is being updated or revised. Please specify the water conservation plan being updated and the location within the plan of the newly adopted updates or revisions.

The previous plan defines "Regulated Irrigation Property" as any property that uses 1 million gallons of water or more for irrigation in a single calendar year or is greater than 1 acre in size. The new plan defines it as any property that uses 1 million gallons of water or more for irrigation purposes in a single calendar year.

Stage 1 Initiation  
Previous - Storage in Lavon Lake is less than 55% of NTMWD's total conservation pool capacity  
New - Storage in Lavon Lake is less than 70% of NTMWD's total conservation pool capacity  
April — October or less than 60%  
during November — March

Stage 2 Initiation  
Previous - Storage in Lavon Lake is less than 45% of NTMWD's total conservation pool capacity  
New - Storage in Lavon Lake is less than 55% of NTMWD's total conservation pool capacity  
April — October or less than 45%

9. Form Completed by (Point of Contact): Joseph Hilbourn  
*(If different than name listed above, owner and contact may be different individual(s)/entities)*
- Contact Person Title/Position: Development Services Director
- Contact Address: 665 Country Club Road Lucas Texas 75002
- Contact Phone Number: 972-912-1206 Contact Email Address: jhilbourn@lucastexas.us

Signature:  Date: 9/10/19



**2019 WATER RESOURCE AND EMERGENCY  
MANAGEMENT PLAN  
CITY OF LUCAS**

JANUARY 2019



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## APPENDICES

APPENDIX A List of References

APPENDIX B Texas Commission on Environmental Quality Rules on Drought Contingency Plans

- Texas Administrative Code Title 30, Chapter 288, Section 288.20 – Drought Contingency Plans for Municipal Uses by Public Water Suppliers

APPENDIX C Letters to Region C and Region D Water Planning Groups

APPENDIX D Adoption of Water Resource and Emergency Management Plan

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- Municipal Utility District Order Adopting Water Resource and Emergency Management Plan
- Special Utility District Order Adopting Water Resource and Emergency Management Plan
- Water Supply Corporation Resolution Adopting Water Resource and Emergency Management Plan

## 1. INTRODUCTION AND OBJECTIVES

This document has been prepared as a Model Water Resource and Emergency Management Plan (Model WREMP), intended to be available for use by North Texas Municipal Water District (NTMWD) Member Cities and Customers as they develop their own respective WREMPs. This Model WREMP addresses all of the current TCEQ requirements for a drought contingency plan.<sup>1</sup> This Model WREMP will replace the plans dated August 2004, April 2006, March 2008, and April 2014.

The measures included in this Model WREMP are intended to provide short-term water savings during drought or emergency conditions. Water savings associated with ongoing, long-term strategies are discussed in the document entitled *Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers*.<sup>2</sup>

The purpose of this Model WREMP 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.

NTMWD supplies treated potable water to its Member Cities and Customers. This Model WREMP was developed by NTMWD in consultation with its Member Cities and Customers. In order to adopt this Model WREMP, each NTMWD Member City and Customer will need to adopt ordinance(s) or regulation(s) implementing the WREMP, including the establishment of fines and enforcement procedures. The Model WREMP calls for each Member City and Customer to adopt Water Resource Management Stages initiated by NTMWD during a drought or water supply emergency. Member Cities and Customers may also adopt more stringent Water Resource Management Stages than NTMWD if conditions so warrant.

In the absence of drought response measures, water demands tend to increase during a drought due to increased outdoor 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 NTMWD's supply reservoirs refill to conservation storage pool levels.

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

## **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 the 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 2 feet) 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. RETAIL CUSTOMERS include those customers to whom the Supplier provides retail water from a water meter.
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. SUPPLIER means a Member City or Customer that purchases wholesale water from NTMWD and provides water to retail and/or wholesale customers.
- 22. 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.
- 23. 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**

<b>Abbreviation</b>	<b>Full Nomenclature</b>
ED	NTMWD Executive Director
NTMWD or District	North Texas Municipal Water District
TCEQ	Texas Commission on Environmental Quality
TWDB	Texas Water Development Board
Model WREMP	Model Water Resource and Emergency Management Plan for Member Cities and Customers

### **3. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES**

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Chapter 288, Section 288.20 of the Texas Administrative Code, a current copy of which is included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”<sup>1</sup>

#### Minimum Requirements

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

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 4.1
- 288.20(a)(1)(B) – Program for Continuing Public Education and Information – Section 4.2
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 4.6
- 288.20(a)(1)(D) – Description of Information to be Monitored and Criteria for the Initiation and Termination of Water Resource Management Stages – Section 4.3
- 288.20(a)(1)(E) – Water Resource Management Stages – Section 4.3
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions During Water Shortages – Section 4.3
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 4.3
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Water Resource Management Stages – Section 4.3
- 288.20(a)(1)(I) - Procedures for Granting Variances – Section 4.4
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions – Section 4.5
- 288.20(a)(3) – Consultation with Wholesale Water Supplier – Sections 1 and 4.3
- 288.20(b) – TCEQ Notification of Implementation of Mandatory Measures – Section 4.3
- 288.20(c) – Review and Update of WREMP – Section 4.7

## **4. WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN**

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

Member Cities and Customers will provide opportunity for public input in the development of this WREMP by the following means:

- Providing written notice of the proposed WREMP and the opportunity to comment on the WREMP by newspaper, posted notice, and notice on the utility's web site and social media (if available).
- Making the draft WREMP available on the supplier's web site (if available).
- Providing the draft WREMP to anyone that requests a copy.
- Supplier may hold a public meeting providing advance public notice of such meeting.

### **4.2 PROGRAM FOR CONTINUING PUBLIC EDUCATION AND INFORMATION**

Member Cities and Customers will inform and educate the public about the Water Resource and Emergency Management Plan by the following means:

- Preparing a bulletin describing the plan and making it available at City Hall and other appropriate locations.
- Making the plan available to the public through the supplier's web site (if available).
- Including information about the Water Resource and Emergency Management Plan on the supplier's web site (if available).
- Notifying local organizations, schools, and civic groups that utility staff are available to make presentations on the Water Resource and Emergency Management Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Water Resource and Emergency Management Plan is activated or changes, Member Cities and Customers will notify local media of the issues, the Water Resource Management Stage (if applicable), and the specific actions required of the public. The information will also be publicized on the supplier's web site (if available). Billing inserts will also be used as appropriate.

### **4.3 CRITERIA FOR INITIATION AND TERMINATION OF WATER RESOURCE AND EMERGENCY MANAGEMENT STAGES AND TARGETS FOR WATER USE REDUCTIONS**

#### Initiation of a Water Resource Management Stage

The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of a Water Resource Management Stage when one or more of the trigger conditions for that stage is met.

- Water Resource and Emergency Management Plan stages imposed by NTMWD action must be initiated by Member Cities and Customers.
- For other trigger conditions internal to a city or water supply entity, the City Manager, General Manager, Mayor, Chief Executive, or official designee may decide not to order the implementation of a Water Resource Management Stage or Water Emergency even though one or more of the trigger criteria for the stage are met. Factors which 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. The reason for this decision should be documented.

The following actions will be taken when a water resource management stage is initiated:

- The public will be notified through local media and the supplier's web site (if available) as described in Section 4.2.
- Wholesale customers (if any) and NTMWD will be notified by e-mail 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, Member Cities and Customers will notify the TCEQ Executive Director and the NTMWD Executive Director within 5 business days.

#### Termination of a Water Resource Management Stage

WREMP stages initiated by NTMWD may be terminated after NTMWD has terminated the stage. For WREMP stages initiated by the Supplier, the City Manager, General Manager, Mayor, Chief Executive, or

official designee may order the termination of a Water Resource Management Stage when the conditions for termination are met or at their discretion.

The following actions will be taken when a Water Resource Management Stage is terminated:

- The public will be notified through local media and the supplier's web site (if available) as described in Section 4.2.
- Wholesale customers (if any) and NTMWD will be notified by e-mail with a follow-up letter.
- If any mandatory provisions of the Water Resource and Emergency Management Plan that have been activated are terminated, Member Cities and Customers will notify the TCEQ Executive Director and the NTMWD Executive Director within 5 business days.

The City Manager, General Manager, Mayor, Chief Executive, or official designee 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 which 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. The reason for this decision should be documented.

## **Water Resource and Emergency Management Plan Stages and Corresponding Measures**

### **4.3.1 Stage 1**

#### **Initiation and Termination Conditions for Stage 1**

**NTMWD has initiated Stage 1, which may be initiated due to one or more of the following:**

- 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 NTMWD's 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, the Main Stem Pump Station, or some other NTMWD water source may be limited in availability within the next six (6) months.
- Water demand exceeds 95 percent of the amount that can be delivered by NTMWD 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 NTMWD system impacted.

**Supplier has initiated Stage 1 due to one or more of the following reasons:**

- Supplier's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- Supplier's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supplier's water system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

**NTMWD has terminated Stage 1, which may be terminated due to one or more of the following:**

- 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,<sup>3</sup> 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 NTMWD initiation of Stage 1 no longer prevail.

**The circumstances that caused the Supplier's initiation of Stage 1 no longer prevail.**

**Goal for Use Reduction and Actions Available under Stage 1**

The goal for water use reduction under Stage 1 is a two percent (2%) reduction in the amount of water produced by NTMWD from the previous corresponding annual payment period prior to institution of drought restrictions. **If circumstances warrant, or if required by NTMWD, the City Manager, General Manager, Mayor, Chief Executive, or official designee can set a goal for greater or lesser water use reduction under Stage 1.** The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of any or all of the actions listed below, as deemed necessary, to achieve a two-percent reduction. Measures described as “requires notification to TCEQ” are those that impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five (5) business days if such mandatory measures are implemented.

- Continue actions established by the Water Conservation Plan.
- Notify any wholesale customers of actions being taken and request that they implement similar procedures.
- Initiate engineering studies to evaluate alternative water sources and/or alternative delivery mechanisms should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use. Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.
- Encourage the public to wait until the current drought or emergency situation has passed before establishing New Landscape.
- Encourage all users to reduce the frequency of draining and refilling swimming pools.

- **Requires Notification to TCEQ** – Increase enforcement of the following landscape watering restrictions established by the Water Conservation Plan: (1) limit landscape watering with sprinklers or irrigation systems at each service address to no more than two (2) 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 date of 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 (within 2 feet), New Landscape Watering, watering 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. However, irrigation using alternative sources of supply is subject all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with the North Texas Groundwater Conservation District or Red River Ground Water Conservation District 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. Exception for golf course greens and tee boxes that may be hand-watered as needed.

#### 4.3.2 Stage 2

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

**NTMWD has initiated Stage 2, which may be initiated due to one or more of the following:**

- 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.

**Supplier has initiated Stage 2 due to one or more of the following reasons:**

- Supplier's water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.

- Supplier's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supply source is interrupted or unavailable due to invasive species.
- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

**NTMWD has terminated Stage 2, which may be terminated due to one or more of the following:**

- 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 NTMWD's initiation of Stage 2 no longer prevail.

**The circumstances that caused the Supplier's initiation of Stage 2 no longer prevail.**

Goals 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 amount of water obtained from NTMWD from the previous corresponding annual payment period prior to the institution of drought restrictions. **If circumstances warrant, or if required by NTMWD, the City Manager, General Manager, Mayor, Chief Executive, or official designee can set a goal for greater or lesser water use reduction.** The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of any or all of the actions listed below, as deemed necessary to achieve a ten percent reduction. Measures described as "requires notification to TCEQ" are those that impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five (5) business days if such mandatory measures are implemented.



- Continue or initiate any actions available under the Water Conservation Plan and Stage 1.
- Notify any wholesale customers of actions being taken and request that they implement similar procedures.
- Implement viable alternative water supply strategies.
- Encourage all users 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 Landscape may be watered as necessary for 30 days from the date of the installation of new landscape features.
  - Foundation Watering (within 2 feet), New Landscape Watering, watering of new plantings (first year) of shrubs, and watering of trees (within a ten foot radius of its trunk) may occur for up to two hours on any day by a hand-held hose, a dedicated zone using a Drip Irrigation system and/or Soaker Hose, 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 alternative water source(s) being used. However, irrigation using alternative sources of supply is subject all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with the North Texas Groundwater Conservation District or Red River Groundwater Conservation District is required. Alternative sources of water supply may not include imported treated water.
  - An exemption is allowed 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.
  - Hand watering with shutoff nozzle, drip lines, and Soaker Hoses are allowed before 10 am and after 6 pm, provided no runoff occurs.

- **Requires Notification to TCEQ** – Prohibit hydro seeding, hydro mulching, and sprigging.
- **Requires Notification to TCEQ** – Initiate a rate surcharge as requested by NTMWD.
- **Requires Notification to TCEQ** – Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on any wholesale customers.
- **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

**NTMWD has initiated Stage 3, which may be initiated due to one or more of the following:**

- 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 water supply from Lake Texoma, Jim Chapman Lake, the East Fork Water Reuse Project, 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.

**Supplier has initiated Stage 3 due to one or more of the following reasons:**

- Supplier's water demand exceeds the amount that can be delivered to customers.
- Supplier's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

**NTMWD has terminated Stage 3, which may be terminated due to one or more of the following:**

- 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> in Lavon Lake 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 NTMWD's initiation of Stage 3 no longer prevail.

**When other circumstances that caused the Supplier's initiation of Stage 3 no longer prevail.**

Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of whatever amount is designated by NTMWD in the amount of water obtained from NTMWD from the corresponding previous annual



payment period prior to institution of drought restrictions. **If circumstances warrant or if required by NTMWD, the City Manager, General Manager, Mayor, Chief Executive, or official designee can set a goal for greater or lesser water use reduction.** The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of any or all of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” are those that impose mandatory requirements on Member Cities and Customers. The supplier must notify TCEQ and NTMWD within five (5) business days if such mandatory measures are implemented.

- Continue or initiate any actions available under the Water Conservation Plan and Stages 1 and 2.
- Notify any wholesale customers of actions being taken and request them to implement similar procedures.
- 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, hydro-seeding, hydro-mulching, and sprigging.
- **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 Foundation Watering (within 2 feet) and watering of trees (within a ten foot radius of its trunk) may occur for two hours one day per week with a hand-held hose or with a dedicated zone using a Drip Irrigation system and/or Soaker Hose, 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 percentage established by the City Manager, General Manager, Mayor, Chief Executive, or official designee.
- **Requires Notification to TCEQ** – If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on any wholesale customers.
- **Requires Notification to TCEQ** – Initiate a rate surcharge over normal rates for all water use or for water use over a certain level.

#### **4.4 PROCEDURES FOR GRANTING VARIANCES TO THE PLAN**

The City Manager, General Manager, Mayor, Chief Executive, or official designee may grant temporary variances for existing water uses otherwise prohibited under this Water Resource and Emergency Management Plan 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.

Variations shall be granted or denied at the discretion of the City Manager, General Manager, Mayor, Chief Executive, or official designee. All petitions for variations should be in writing and should include the following information:

- Name and address of the petitioners.
- 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 and the level of water use reduction.
- Other pertinent information.

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

Mandatory water use restrictions may be imposed in Stage 1, Stage 2 and Stage 3. The penalties associated with the mandatory water use restrictions will be determined by each entity and will be laid out in each entity's WREMP.

Appendix D contains potential ordinances, resolutions, and orders that may be adopted by the city council, board, or governing body approving the Water Resource and Emergency Management plan, including enforcement of same.

#### **4.6 COORDINATION WITH THE REGIONAL WATER PLANNING GROUP AND NTMWD**

Appendix C includes a copy of a letter sent to the Chairs of the Region C Water Planning Group and the Chairs of the North East Texas Water Planning Group in conjunction with this model Water Resource and Emergency Management Plan.



The suppliers will send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for NTMWD's review and comment. The supplier will also send the final ordinance(s) or other regulation(s) to NTMWD.

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

As required by TCEQ rules, Member Cities and Customers must review their respective Water Resource and Emergency Management plans every five years. The plan will be updated as appropriate based on new or updated information, such as the revision of the regional water plans.



Contract Amendment

Two

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

Vendor: City of Lucas
Joni Clarke, City Manager
665 Country Club Road
Lucas, TX 75002

Effective Date 1-Oct-19
Contract No. 2017-238
Contract Law Enforcement Services

Awarded by Court Order No.: 2017-670-09-11
Amendment 1 Court Order No.: 2018-831-10-01
Amendment 2 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. For the period October 1, 2019 through September 30, 2020 the reimbursement amount will be:

Deputy 1: \$103,854.97
Deputy 2: \$ 96,093.91
Maintenance and Operations: \$ 14,000.00
Vehicle Insurance (\$227 each) \$ 454.00
\$214,402.88 (four payments of \$53,600.72)

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:
Joni Clarke (Print Name)

City of Lucas
665 Country Club Road
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:



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  
Joni Clarke, City Manager  
665 Country Club Road  
Lucas, TX 75002

Effective Date 1-Oct-18  
Contract No. 2017-238  
Contract Law Enforcement Services

Awarded by Court Order No.:

2017-670-09-11

Amendment 1

Court Order No.:

2018-831-10-01

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. For the period October 1, 2018 through September 30, 2019 the reimbursement amount will be:

Deputy 1:	\$ 97,406.35
Deputy 2:	\$ 89,355.99
Maintenance and Operations:	\$ 14,000.00
Vehicle Insurance	\$ 324.00
New Vehicle	\$ 83,987.00
	\$ 285,073.34 (three payments of \$71,268.33 and one payment of \$71,268.35)

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:

Joni Clarke (Print Name)

City of Lucas  
665 Country Club Road  
Lucas, TX 75002

Joni Clarke  
SIGNATURE  
TITLE: City Manager  
DATE: 8/7/18

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

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

Michalyn Rains  
SIGNATURE  
TITLE: CPPD, CPPB  
Purchasing Agent  
DATE: 10/3/18

MC

COURT ORDER NO. 2017-070 -09-11

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Law Enforcement Services, City of Lucas – Sheriff

On September 11, 2017, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self  
Susan Fletcher  
Cheryl Williams  
Chris Hill  
Duncan Webb      Not Present

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with the City of Lucas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the City of Lucas for Law Enforcement Services. Same is hereby approved as per the attached documentation.



Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Not Present

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S

# STATE OF TEXAS

COUNTY OF COLLIN

## INTERLOCAL COOPERATION AGREEMENT FOR LAW-ENFORCEMENT SERVICES

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

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

WHEREAS, County is willing to provide such services under this Agreement, and

WHEREAS, City and County desire to use their authority under the Interlocal Cooperation Act of the Texas Government Code, chapter 791; and

NOW THEREFORE, City and County, for mutual consideration, agree as follows:

1. TERM. This Agreement is effective as of October 1, 2017 (the Effective Date), and its term will continue for four years from the Effective Date to the Expiration Date. *See Gov't Code, § 791.011(i).* Contract Year 1 will run from October 1, 2017, to September 30, 2018. Contract Years 2, 3, and 4 will start on October 1 of each successive year.

2. COUNTY'S OBLIGATIONS.

2.1 **Law-Enforcement Services.** County will, through the Sheriff's Office, provide City with law-enforcement services as described in paragraph 2.5(a) and Exhibit A, in accordance with the Sheriff's Office's policies and procedures and local,



state, and federal law. These services will include general preventive patrol, answering calls for police assistance, investigations, traffic control and enforcement, and any other services related to law enforcement and the protection of the citizens of City. County will not perform services ordinarily performed by City's Code Enforcement Department, such as enforcement of chapter 6 of the City of Lucas Code of Ordinances (Health & Sanitation).

2.2 **Planning and Supervision.** County will plan, organize, and supervise all tasks and matters that are part of its provision of law-enforcement services and County's performance under this Agreement. County will assign, allocate, direct, supervise, and discipline County personnel.

2.3 **City Requests.** County will promptly consider all requests from City received through the Liaison Officer or the Sheriff's Office's communications division (Dispatch) for law-enforcement services. County will make every reasonable effort to comply with these requests consistent with: (1) this Agreement, (2) the Sheriff's Office's policies and procedures, and (3) local, state, and federal law.

2.4 **County's Liaison Officer.** City may confer with County's Liaison Officer—the Commander of Operations in the Sheriff's Office—about County's performance under this Agreement. The Commander will oversee County's performance and devote sufficient time and attention to reasonably ensure County's proper performance. The Commander and the chain of command will supervise deputies, officers, and employees who provide County's performance. The Commander and the chain of command will also communicate and coordinate with any

deputies, officers, or employees of other sheriff's offices, police departments, or other agencies or entities, who may also provide services along with County.

**2.5 Deputies.**

a. **General.** County will dedicate two deputies to provide services to City. These deputies will cover more shifts per week in the city than the one deputy provided under past versions of this Agreement. But no more than one deputy will ordinarily patrol in the city in one shift. County will select and structure shifts and work hours to best serve City, in light of City's requests and the history and pattern of service calls, reports or occurrences of crime, and other law-enforcement or emergency circumstances. County will generally provide law-enforcement services inside City's geographic or jurisdictional boundaries during the days and times set forth in **Exhibit A**. During these times, County will provide at least one uniformed deputy, who will use reasonable efforts to devote full time and attention to serving City and patrolling within City's limits. This deputy, however, may leave the city limits only to respond to emergency calls for service or to respond to calls to assist other deputies or officers. In addition, other deputies or officers may assist the dedicated deputy as needed, without adding to County's ordinary obligations under this Agreement. During times not specified in Exhibit A, County will continue to provide law-enforcement services in the manner and at the level currently provided to other, similarly populated, unincorporated areas in Collin County.

b. **Body-Worn Cameras.** In 2015, the legislature passed a body-worn-camera program. *See* Occupations Code, §§ 1701.651–1701.663. If and when the Sheriff's Office implements a policy to equip patrol deputies generally with body-worn cameras,

then the deputies dedicated to providing services to City will be equipped with the same cameras and supporting equipment and software. City agrees to negotiate and agree to reasonable terms, including price and payment terms, to reimburse County for the costs of the equipment, software, and licenses, as well as costs of integrating the dedicated deputies into the Sheriff's Office's body-worn-camera system. These costs include costs of statutorily required deputy training and the cost of obtaining services under a program established or approved by, or registered with, the Texas Department of Information Services. *See* Occupations Code, § 1701.654.

County will be responsible for complying with state body-worn-camera law, including the provisions related to deputy training, policy, data retention, release of recordings or other information, and reporting. In an incident involving City, County will provide City's officials and City's attorneys and experts with reasonable viewing of any relevant recordings—including those made by in-vehicle or body-worn cameras—consistent with investigative, law-enforcement, or criminal- or civil-defense requirements, including those in section 1701.660 of the Occupations Code. The Sheriff alone will make all decisions about public or other release of records, including decisions under sections 1701.661–1701.663 of the Occupations Code or the Public Information Act, Texas Gov't Code, chapter 552.

At this Agreement's end or termination and if City has paid all reimbursement amounts under this paragraph, County will transfer the cameras, equipment, software, licenses, and other rights and property associated with the two dedicated deputies' integration into the Sheriff's Office's body-worn-camera program to City—except where the law or a contract prohibits such transfer. If City has not paid all

reimbursement amounts, then County will retain all the equipment, property, and other rights and will not refund reimbursement payments. In other words, City will have the option to complete all reimbursement payments and obtain the equipment and other property and rights or forfeit all claim to them.

2.6 **Reports of Services.** The Sheriff's Office will provide City with written reports of all law-enforcement activity within the City, in form and content that are consistent with the Sheriff's Office's policies and procedures.

2.7 PATROL VEHICLES.

a. **Two Patrol Vehicles.** County will initially provide two Patrol Vehicles to provide law-enforcement services to City. The parties expect to have at least two Patrol Vehicles in service during this Agreement's term. But City may increase or reduce the number of vehicles in service under paragraphs 2.8 and 3.1(f), below.

**Patrol Vehicle 1** will be unit #55255, which is the same vehicle as has been in service under the parties' Interlocal Cooperation Agreement for Law-Enforcement Services (October 1, 2013–September 30, 2017). County believes that Patrol Vehicle 1 has a remaining useful life for patrol purposes of approximately two years after April 26, 2017.

A "**replacement Patrol Vehicle**" is a Patrol Vehicle that is purchased or put into service under this Agreement to replace Patrol Vehicle 1 or 2, or an earlier replacement Patrol Vehicle or a new Patrol Vehicle. A "**new Patrol Vehicle**" is a Patrol Vehicle that is bought and put into service under this Agreement and whose addition results in more than two vehicles being dedicated to provide services to City.

County will purchase **Patrol Vehicle 2**. City prefers SUVs. In the cases of Patrol Vehicle 2, a replacement Patrol Vehicle, and a new Patrol Vehicle, "Patrol Vehicle" means the made ready vehicle together with the installed equipment, including the radio, computer, in-car camera system, technology for internet connectivity, all software and updates, and emergency equipment, accessories and decals. County may include radar, in which case the radar will become part of the Patrol Vehicle.

b. **Warranties.** County may purchase and maintain available, reasonably priced, warranty or similar third-party protection packages on Patrol Vehicle 2 and a replacement or new Patrol Vehicle, if any, including the equipment, software, and updates, while each vehicle is in service under this Agreement.

The warranties, if any, that apply to Patrol Vehicle 1 will continue according to their terms. County has no duty to obtain a new warranty or other protection for Patrol Vehicle 1 or to buy or extend a warranty or other protection for Patrol Vehicle 1. If County has the opportunity to purchase or extend protection for Patrol Vehicle 1, then County will confer with City and City may elect to have County purchase the protection or extension and reimburse County for its actual costs.

c. **Insurance.** During the time when a Patrol Vehicle is in service under this Agreement and County has the title to the Patrol Vehicle, or the title is in County's name, County will provide insurance for that vehicle. City will have the related reimbursement obligation set out in paragraph 3.1(e), below.

d. **Maintenance.** County will provide the routine and other maintenance for the Patrol Vehicles, until a Patrol Vehicle is transferred to City.

e. **Transfer.** “Transfer” means the set of acts reasonably necessary to transfer possession and ownership of a Patrol Vehicle to City, including a transfer under paragraph 3.2, below. “Transfer” includes transferring possession of a Patrol Vehicle, as well as transferring the vehicle’s title and ownership of the warranties or third-party protection or maintenance plans that cover the vehicle or equipment being transferred. County will not transfer any property or rights in breach of a contract with another party, such as proprietary licenses or software, incident-reporting systems, or licenses or software that would give City access to county or restricted databases or infrastructure. County will de-badge a vehicle and remove software or electronic data as reasonably necessary to meet County’s obligations to protect criminal-justice or other confidential information before transfer or ensure that a vehicle has been properly de-badged within 15 business days after transfer. County will bear all costs of de-badging a vehicle, if County de-badges it, and of removing software or electronic data. City will bear the costs of transferring a vehicle’s title and all other costs of transfer. The parties intend to comply with chapter 791 of the Government Code and section 263.152 of the Local Government Code related to the disposition of surplus property.

**Exception:** The equipment in Patrol Vehicle 1 belongs to County. If County transfers Patrol Vehicle 1 to City, then County may remove the equipment, including the computer, radar, light bar, and all other emergency equipment. Alternatively, City may buy some or all of the equipment—except for restricted software or licenses or confidential electronic data—at a price and on terms agreed by the parties at the time of the transfer. City will have 10 calendar days to exercise this option after County

notifies City that Patrol Vehicle 1 is to be removed from service under this Agreement or after City elects to remove Patrol Vehicle 1 from service.

**2.8 Patrol Vehicles: Removal from Service or Replacement.** A Patrol Vehicle may be removed from service whenever:

- a. County determines that a Patrol Vehicle should be removed from service based upon County's vehicle-replacement schedule and policy, which include an assessment of vehicles that have been damaged or been in an accident;
- b. City has paid 100% of the Patrol Vehicle's reimbursement amount (including purchase price and price of installed equipment and software and insurance) and City elects to remove the vehicle from service under the Agreement and take ownership and possession of it under paragraph 2.7(e); or
- c. a party terminates this Agreement or it ends on its own terms.

County will confer with City about a determination that a Patrol Vehicle needs to be removed from service and replaced for County to continue its performance, and City may agree to a replacement and the related reimbursement terms, comparable to the ones in paragraph 3.1 adjusted for the then-prevailing prices and circumstances. Alternatively, City may elect to increase or reduce the number of Patrol Vehicles dedicated to service under this Agreement. City's election will not alter County's right to full reimbursement for each Patrol Vehicle bought and put into service under the Agreement. Once County has purchased a Patrol Vehicle and dedicated to service under this Agreement, City has the duty to reimburse County.

### 3. CITY'S OBLIGATIONS.

3.1 **Payments.** City will pay County the reimbursement amounts set out here, including those for the patrol vehicle, maintenance and fuel, and deputies in paragraphs 3.1(a), (b), (c), and (d); insurance in paragraph 3.1(e); replacement or new patrol vehicles in paragraphs 2.8 or 3(f); additional deputies in paragraph 3.1(g); body-worn cameras in paragraph 2.5(b); and in Exhibits A and B, which will include amounts negotiated in contract Years 2, 3, and 4.

a. **Reimbursement Amounts.** City will reimburse County the full cost of Patrol Vehicle 2. Patrol Vehicle 2 costs \$83,987,<sup>1</sup> which is its **reimbursement amount**. Two Patrol Vehicles will ordinarily remain in service under this Agreement, and City may increase or decrease the number of vehicles in service under paragraphs 2.8 and 3.1(f). City will also pay County maintenance-and-operations costs, including fuel, of \$7,000 for each vehicle,<sup>2</sup> or \$14,000 total, in Year 1. City will also reimburse County for each dedicated deputy's salary at (i) County's current deputy at \$97,948 and (ii) one additional deputy at \$85,630, or \$183,578 total, in Year 1, plus overtime pay as set out in Exhibit A. The new deputy's first year salary and benefits are \$76,377, and the deputy's startup costs are \$9,253, or \$85,630 total. If County hires a licensed peace officer as the second or third deputy, then County will refund \$1,710 to City in training costs. The parties will negotiate the reimbursement amounts in

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<sup>1</sup> **Estimate:** The reimbursement amount includes the cost of the make-ready vehicle from the manufacturer, plus the cost of the equipment and software added to make a vehicle a Patrol Vehicle. The cost of Patrol Vehicles 2 and 3 is an estimate as of June 23. The figure will be updated by the time of signing.

<sup>2</sup> **Estimate:** The maintenance-and-operations costs are an estimate as of June 23. The figure will be updated by the time of signing.



contract Years 2, 3, and 4. City will pay the reimbursement amounts in four, equal, quarterly installments beginning on October 1 of each contract Year.

b. **Contract Year 1.** In contract Year 1, City will pay the following reimbursement amounts:

<b>Patrol Vehicle 1</b>	\$0
<b>Patrol Vehicle 2</b>	\$83,987
<b>Maintenance &amp; Operations 1</b>	\$ 7,000
<b>Maintenance &amp; Operations 2</b>	\$ 7,000
<b>Deputy 1</b>	\$97,948
<b>Deputy 2</b>	<u>\$85,630</u>
<b>Total</b>	\$281,565

Each quarterly payment will be  $\$281,565/4 = \$70,391.25$ .

c. **Reimbursement in Contract Years 2, 3, and 4.** The parties will negotiate and agree to the amount of maintenance-and-operations costs and the amount of deputy compensation for City to reimburse County in Years 2, 3, and 4, comparable to the calculations in paragraphs 3.1(a) and (b)—except that the reimbursement amount for the two deputies will be the deputy’s actual salary and benefits, without the start-up costs incurred in Year 1 for the new deputy 2. The parties will try to agree to new terms in writing before October 1 of each year.

d. **Actual-Cost Variances by 10% or More.** At the end of each contract Year, County will evaluate its actual (i) deputy costs and (ii) maintenance-and-operations costs for each Patrol Vehicle. If County’s actual costs for a deputy or a Patrol Vehicle exceeded the agreed-upon amount by more than 10% in a year, then City will reimburse County for the difference between the actual costs and the agreed-upon amount. Upon request, County will provide documentation supporting these additional costs.

If County's actual costs for a deputy or a Patrol Vehicle fell short of the agreed-upon amount by more than 10% in a year and City paid 100% of its reimbursement payments for the contract Year, then County will refund City the difference between the agreed-upon amount and the actual costs.

e. **Insurance.** During the time when County has the title to a Patrol Vehicle, or the title is in County's name, County will provide insurance for that vehicle. In each contract Year, City will reimburse County for the actual cost of providing the insurance. County will bill City for the actual cost of each Patrol Vehicle's insurance.

f. **Replacement or New Patrol Vehicles.** The parties may agree to increase the number of Patrol Vehicles, which County puts in service under this Agreement. If County buys a replacement or a new Patrol Vehicle, then City will reimburse County for such costs in four, equal, quarterly payments on terms parallel to the reimbursement provisions here, but adjusted for the new vehicle type (sedan or SUV), price, equipment costs, and other circumstances.

g. **Additional Deputies.** The parties may agree to increase the number of deputies, which County dedicates to service in City's limits under this Agreement. If County would have to hire a new deputy, then County will provide City with the start-up costs, including costs of training, certification, protective gear, handgun, rifle with optics and magazines, TASER, flashlight, and stipend. If County dedicates an additional deputy, then City will reimburse County for the start-up costs in the first contract year and reimburse County for the deputy's actual salary and benefits for each contract Year, in four, equal, quarterly payments on terms parallel to the other reimbursement provisions here, but adjusted for the new salary and benefits.

3.2 **Damage to, or Failure of, a Patrol Vehicle.** A Patrol Vehicle may suffer damage in an accident, or a component or piece of equipment or software may fail to properly perform.

a. **Relatively Minor Damage or Failure.** If a Patrol Vehicle suffers relatively minor damage or failure, including failure of a component or equipment, then County will use the warranties or third-party-protection plan, if any, or insurance to repair the vehicle and return it to service.

b. **Patrol Vehicle 1.** City has reimbursed County for 100% of Patrol Vehicle 1's cost. Nonetheless, Patrol Vehicle 1 is titled in County's name and County maintains the insurance for it. If County determines, under paragraph 2.8, that Patrol Vehicle 1 should be removed from service before this Agreement's end, then, at City's option, County will transfer Patrol Vehicle 1 to City under paragraph 2.7(e). If Patrol Vehicle 1 is involved in an accident, then County will process the appropriate insurance claim and confer with City about (i) repairing the vehicle and returning it to service under paragraph 3.2(a); (ii) replacing the vehicle under paragraphs 2.8 and 3.1(f); (iii) finding a mutually acceptable vehicle to put into service under this Agreement as a substitute for Patrol Vehicle 1 (including for remaining in service under paragraph 2.1 and which County will eventually transfer to City under paragraphs 2.8 and 2.7(e)); or (iv) reducing the number of Patrol Vehicles under the Agreement, in which case County will make reasonable efforts to provide City with the benefit of its bargain in reimbursing County for Patrol Vehicle 1. County will consider the options of paying insurance proceeds, if any, to City; providing City with a vehicle that is comparable in type, age, and condition to Patrol Vehicle 1 immediately before the accident; or paying

City the fair market value of Patrol Vehicle 1 immediately before the accident, as measured by Kelley Blue Book or similar service.

c. **Patrol Vehicle 2.** Under paragraphs 2.7(a) and 3.1(a) and (b), County will initially purchase Patrol Vehicle 2 and City will reimburse County for the vehicle's cost in four, equal, quarterly payments in contract Year 1. If Patrol Vehicle 2 is involved in an accident, then County will process the appropriate insurance claim and confer with City about (i) repairing the vehicle and returning it to service under paragraph 3.2(a); (ii) replacing the vehicle under paragraphs 2.8 and 3.1(f); (iii) finding a mutually acceptable vehicle to put into service under this Agreement as a substitute for Patrol Vehicle 2 ((including for remaining in service under paragraph 2.1 and which County will eventually transfer to City under paragraphs 2.8 and 2.7(e)); or (iv) reducing the number of Patrol Vehicles under the Agreement, in which case County will make reasonable efforts to provide City with the benefit of its bargain in reimbursing County for the particular Patrol Vehicle. The parties will consider the amount City has paid to County in reimbursement payments for the particular Patrol Vehicle, as well as the Patrol Vehicle's age, condition, miles, fair market value, and expected remaining life immediately before the accident or failure. Under subparagraph (iv), County will consider the options of paying insurance proceeds, if any, to City; providing City with a vehicle that is comparable in type, age, and condition to Patrol Vehicle 2 immediately before the accident; or paying City the fair market value of Patrol Vehicle 2 immediately before the accident, as measured by Kelley Blue Book or similar service.

d. **Replacement or New Patrol Vehicles.** If a replacement or new Patrol Vehicle is involved in an accident, then County will process the appropriate insurance claim and confer with City about a resolution on terms parallel to those in subparagraph (c) in light of the Patrol Vehicle's price, City's total reimbursement payments at the time of the accident, and other relevant circumstances.

3.3 **Case Handling, Fines, and Fees.** As between County and City operating under this Agreement, cases falling within the jurisdiction of the City of Lucas Municipal Court, such as alleged violations of the City of Lucas Municipal Code, which are punishable by fine only or by limited fines, may be filed and handled in the City of Lucas Municipal Court. *See* Code of Criminal Procedure, art. 4.14. In such cases, all fines, penalties, fees, court costs, and similar amounts will be payable to City, as opposed to County, to the extent that the law permits. The Collin County Court, Justices of the Peace: Precinct 3-1 handles Class C misdemeanors (traffic or criminal citations) of state law, which fall under articles 4.11–4.12 of the Code of Criminal Procedure. Otherwise, the criminal jurisdiction of courts over violations of state and local law is governed by chapter 4 of title 1 of the Code of Criminal Procedure. The criminal jurisdiction of federal courts is governed by chapter 211 of title 18 of the United States Code.

3.4 **City's Liaison Officer.** County will confer with City's Liaison Officer—the City Manager of the City of Lucas—with regard to City's performance under this Agreement. The City Manager will oversee City's performance, devote sufficient time and attention to City's performance to reasonably ensure City's compliance with its

obligations, and supervise the City officials and employees who provide City's performance.

3.5 **Maps and Changes to Code of Ordinances.** City will continuously provide County with accurate and current maps of the territorial limits and extraterritorial jurisdiction of City. City will also notify County of any changes to the City of Lucas Code of Ordinances, which may relate to County's provision of law-enforcement services to City.

3.6 **Cooperation.** City will take reasonable efforts to cooperate with any requests by County for office space and related equipment, including a computer, word-processing software, internet access, and printer, or for a secure parking or storage space for a Patrol Vehicle. County will reimburse City for reasonable expenses resulting from City's cooperation. City will use reasonable efforts to notify County of any expected reimbursable costs before City incurs or pays those costs.

#### 4. NOTICE AND CONFERENCE; SUSPENSION OF SERVICES.

4.1 **Notice & Conference.** If a party believes that the other party has not met, or is not meeting, an obligation under this Agreement, the party will contact the other's Liaison Officer to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other's Liaison Officer in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. The parties should assess a "reasonable time" under the relevant circumstances and with regard to the nature of the issue.

4.2 **Suspension.** If City fails to make a payment as required by this Agreement within 30 days of the due date, County may suspend service until payment is received, or County may terminate this Agreement under paragraph 5.

4.3 **Notice of Suspension.** If County decides that it will suspend service to City for any reason, including for non-payment of any monies under this Agreement, then County will notify City's Liaison Officer by telephone and in writing of the date service will be suspended. County will use reasonable efforts to provide advance notice of at least five calendar days.

5. TERMINATION.

5.1 **Notice & Conference.** Before a party tries to terminate this Agreement, the party must follow the notice-and-conference procedures in paragraph 4.1.

5.2 **Termination by City.** City may terminate this Agreement by giving a minimum of one year written notice to County prior to termination.

5.3 **Termination by County.** County may terminate this Agreement by giving a minimum of one year written notice to City prior to termination.

5.4 **Recoveries & Remedies.** County will make a substantial investment in this Agreement, particularly in purchasing the Patrol Vehicles, staffing the two deputy positions, and, if it happens, implementing a patrol-wide body-worn-camera program and integrating the dedicated deputies into it. City must reimburse County for all Patrol Vehicles purchased for service under this Agreement, regardless of when this Agreement ends or is terminated.

If the Agreement ends before the end of a contract Year, then City must pay a prorated amount of reimbursement for maintenance-and-operations costs and for deputy compensation for the portion during which County provided services. Also, City forfeits its right to a refund caused by a variance under paragraph 3.1(d).

If City terminates the Agreement, then City will make all payments due within 30 days of the termination.

If County terminates the Agreement in contract Year 1, then City may pay the reimbursement amount for the Patrol Vehicles under the terms for repayment in Year 1, even if the parties do not otherwise perform under the Agreement. In other words, if County terminates in contract Year 1, then City's rights to pay reimbursement on the terms of paragraphs 3.1(a), (b), and (f) survive.

Paragraph 2.5(b) will govern the duties related to, and disposition of, all equipment, property, or rights associated with a body-worn-camera program upon this Agreement's end or termination.

If the Agreement is terminated early, then City's sole recourse and remedies are its right to pay only a prorated amount of reimbursement for maintenance-and-operations costs and for deputy compensation for the contract Year of termination; its right to pay the reimbursement amount for the Patrol Vehicles under the terms for repayment in contract Year 1 if County terminates the Agreement in Year 1; its option under paragraph 2.5(b); its vehicle rights under paragraphs 2.7(e), 2.8, 3.1(f), and 3.2; its fee-and-fine rights under paragraph 3.4; its cooperation-reimbursement rights under paragraph 3.7; and its report rights under paragraphs 2.4 and 5.5.



5.5 At this Agreement's expiration or termination, County will provide all reports that are outstanding under paragraph 2.4 within 15 business days of the expiration or termination.

6. LIMITATION OF EXTRAORDINARY REMEDIES. Each party is entitled only to its benefit of the bargain under this Agreement. The parties are not liable to each other for consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. This provision does not affect either party's rights to remedies set out in this Agreement, including the parties' rights in paragraph 5.4 and County's rights to the reimbursement amounts for Patrol Vehicles, for maintenance-and-operations costs and deputy compensation, and for vehicle insurance for all times County performed under this Agreement, or for defense and indemnification under paragraph 8.

7. LIABILITY.

This Agreement is made for the express purpose of County providing law-enforcement services to City, which is a governmental function or service within the meaning of sections 791.003(3)(A) and 791.011 of the Government Code.

By entering or performing this Agreement, City and County waive no sovereign, statutory, or other immunity or limitation of liability. *See* Gov't Code, § 791.006(c).

8. DEFENSE & INDEMNIFICATION.

City is responsible for any civil liability that arises from County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). City will defend, indemnify, and hold harmless 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 County's performance of this Agreement.

"County's performance of this Agreement" means County's provision of law-enforcement and all other services to City under this Agreement, including a deputy's driving to and from patrol duty in City's territorial limits or extraterritorial jurisdiction, providing services within City's limits or extraterritorial jurisdiction, the fresh pursuit of a person or suspect from inside City to an area outside City, complying with a request by City for services under paragraph 2.3, and transporting a person arrested or detained on a charge of committing an offense in whole or in part inside City to a detention center or to a hospital or other health-care facility. "County's performance" does not include a deputy's responding to a call for service outside City's territorial limits or extraterritorial jurisdiction, including a call to assist another deputy or officer who is not performing a service under this Agreement. "County's performance" also does not include a deputy's diversion during driving to or from patrol duty in City.

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

With regard to the provision of a defense under this paragraph, County will reasonably cooperate with 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 deputies, employees, or other persons under County's supervision or control.

9. NO THIRD-PARTY BENEFICIARIES.

By entering and performing this Agreement, including the defense-and-indemnity provisions, the parties do not intend to create or confer a benefit on any person or entity, who is not a party to this Agreement. The parties do not intend to create a claim in favor of any person or entity, who is not a party to this Agreement.

To the extent that a party uses insurance or similar coverage or assistance in performing under this Agreement, then “City” and “County” will be interpreted to include the insurance company or other relevant entity.

10. OTHER.

Each party represents and warrants that the person or persons signing this Agreement have the requisite authority under section 791.011(d)(1) of the Government Code.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party within the meaning of section 791.011(d)(3) of the Government Code or other provision.

Texas law will govern this Agreement and the relationship between, and claims and defenses of, the parties. *See* Gov’t Code, § 791.012.

The parties will treat a photocopy of this agreement as an original copy for all purposes.

11. NOTICES.

A party will send any notice required under this Agreement by the United States Postal Service, Certified Mail, Return Receipt Requested to the following:

If to City:  
City Manager  
City of Lucas  
151 Country Club Road



EXHIBIT A  
TO INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES

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

1. **Hours of Service.** Pursuant to the Agreement, County will dedicate two deputies to provide law-enforcement services to City. Each deputy will generally provide services to City, within City's geographic and jurisdictional limits, 40 hours per week, with overtime and Time Off as discussed below. County will determine the shifts or days and times for the provision of services.
  
2. **Vacation, Compensation, Personal and Sick Time.** Each dedicated deputy may use vacation, compensation ("comp"), personal, and sick time accrued or allowed pursuant to the policies and procedures of the Collin County Sheriff's Office (Time Off). City acknowledges and agrees that County will not provide alternate personnel during a deputy's Time Off. But County will take reasonable efforts to coordinate the Time Off for the two deputies to provide regular services to City. Otherwise, Time Off does not alter City's obligations under this Agreement. County will notify City of a deputy's scheduled Time Off in advance when possible.
  
3. **Overtime.** In the event overtime pay is due to a dedicated deputy because of a request by City for particular services under this Agreement, City shall reimburse the County for such overtime pay.
  
4. The parties will review and evaluate this Exhibit's terms and provision each quarter. The parties may change or edit these terms as agreed.

EXHIBIT B  
TO INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES

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

Under this Agreement, County will purchase and provide Patrol Vehicles 2 and 3 to provide law-enforcement services to City. Depending on circumstances, County may buy and dedicate a replacement or new Patrol Vehicle as well. In the case of Patrol Vehicles 2 and 3, and a replacement or new Patrol Vehicle, a “Patrol Vehicle” means the vehicle together with the installed equipment, including computer, radar, camera, emergency equipment, technology for internet connectivity, and all software and updates, if any. City prefers SUVs as Patrol Vehicles 2 and 3. “Maintenance-and-operations costs” include fuel costs.

1. In **contract Year 1**—October 1, 2017 to September 30, 2018—City will reimburse County for the full cost of Patrol Vehicles 2 and 3, the maintenance-and-operations costs, and the compensation for the dedicated deputies. City will pay the following reimbursement amounts in four, equal, quarterly payments:

<b>Patrol Vehicle 1</b>	\$0
<b>Patrol Vehicle 2</b>	\$83,987
<b>Maintenance &amp; Operations 1</b>	\$7,000
<b>Maintenance &amp; Operations 2</b>	\$7,000
<b>Deputy 1</b>	\$97,948
<b>Deputy 2</b>	<u>\$85,630</u>
<b>Total</b>	\$281,565

Each quarterly payment will be  $\$281,565/4 = \$70,391.25$ .

City will pay overtime reimbursement as set out in Exhibit A.

County pays its sheriff’s deputies in Patrol:

Starting	\$76,377
mid	\$87,164, and
max	\$97,951. <sup>3</sup>

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<sup>3</sup> Note: These figures were current as of June 23, 2017.

New deputy's salary/benefits	\$76,377
Deputy startup cost	\$3,210
Plate carrier w/pouch	1,277
Helmet	539
Tourniquet w/ holster	65
Stipend	600
TASER	1,387
Flashlight	125
Handgun	409
Handgun ammunition	50
Rifle, optics, case, 6 mags	1,404
Academy ammunition	<u>187</u>
	\$85,630

City intends to reimburse County for the costs associated with dedicating two deputies to provide services under this Agreement. As of June 23, 2017, the annual salary and benefits of the deputy, who served City under the parties' Interlocal Cooperation Agreement for Law-Enforcement Services (October 1, 2013–September 30, 2017), was \$97,948. This deputy will continue to provide services under this version of the Agreement. County will also hire one new deputy, whose annual salary and compensation will be \$76,377, with \$9,253 in startup costs, for a total of \$85,630. If a new deputy is already a licensed peace officer, County will refund \$1,710 in training costs.

At the end of the contract Year, County will evaluate its actual costs for each deputy and maintenance-and-operations costs for each Patrol Vehicle. If County's actual costs exceeded the agreed-upon amounts by more than 10% in that year, then City will reimburse County the difference between the actual costs and the agreed-upon amount. If City reimbursed County for 10% more than County's actual costs, then County will refund the difference.

Lastly, City will reimburse County for its actual costs in insuring each Patrol Vehicle under paragraph 3.1(e).

2. In **contract Year 2**—October 1, 2018 to September 30, 2019—City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2018, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract

Year 2 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 2 and will try to agree to them in writing before October 1, 2018.

3. In **contract Year 3**—October 1, 2019 to September 30, 2020—City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2019, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract Year 3 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 3 and will try to agree to them in writing before October 1, 2019.

4. In **contract Year 4**—October 1, 2020 to September 30, 2021— City will reimburse County for the annual compensation for the dedicated deputies as of October 1, 2020, for the annual maintenance-and-operations costs for the Patrol Vehicles, for the costs of a body-worn-camera program, if applicable, under paragraph 2.5(b), and for the annual cost for insuring each Patrol Vehicle for contract Year 4 under paragraph 3.1(e). The parties will negotiate the reimbursement amounts for Year 4 and will try to agree to them in writing before October 1, 2020.





# City of Lucas

## City Council Agenda Request

### October 17, 2019

Item No. 04

Requester: Technology Committee Chairman Paul Rathgeb

#### **Agenda Item Request**

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Consider the recommendation from the Technology Committee regarding internet service in the City of Lucas.

#### **Background Information**

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The Technology Committee has been researching potential internet solutions and analyzing internet speed reports from the City's internet speed test. As part of the research, members of the Technology Committee and City staff traveled to Mont Belvieu, Texas, to discuss Mont Belvieu's municipally owned fiber network called MB Link. The purpose of the meeting was to understand the planning and implementation process of MB Link and to generate ideas to help improve internet service in the City of Lucas.

The Mont Belvieu meeting discussion included information regarding a broadband feasibility study that the City of Mont Belvieu pursued prior to planning and implementation of the fiber network. In 2015, the City of Mont Belvieu prepared a Request for Proposal (RFP) and eventually contracted with Magellan Advisors to develop the broadband feasibility study which cost \$40,000. Based on recommendations from the broadband feasibility study, the Mont Belvieu City Council approved Certificates of Obligation totaling \$14 million issued for 20 years to pursue the implementation of a municipally owned fiber network. The timeline for pursuing, developing, implementing and rollout of the fiber network took approximately five years.

Since the formation of the Technology Committee, the Committee has discussed the City's internet problems with multiple internet providers (e.g. AT&T, Frontier, Suddenlink, Grande Communications, Grayson Collin Communications, Rise Broadband) and the consensus is that the City's low density housing would not be an economical rate of return for providers. In order to identify a possible internet solution, the Technology Committee believes that a broadband feasibility study would help provide further insight on an internet solution best suited for the City. Technology Committee Chairman Paul Rathgeb will be present at the October 17, 2019, City Council meeting to give a recommendation to the Council regarding internet service solutions.

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

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NA



# City of Lucas

## City Council Agenda Request

### October 17, 2019

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

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In 2015, the City of Mont Belvieu spent approximately \$40,000 to complete their broadband feasibility study. Once the Request for Proposal (RFP) is complete, City staff will bring back the necessary items to appropriate funding.

#### **Recommendation**

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City staff and the Technology Committee recommends proceeding with a Request for Proposal (RFP) to acquire the services of a consultant to prepare and complete a broadband feasibility study.

#### **Motion**

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I make a motion to direct the Technology Committee and City staff to work on developing a Request for Proposal (RFP) to acquire the services of a consultant to prepare and complete a broadband feasibility study.



# City of Lucas

## City Council Agenda Request

### October 17, 2019

Requester: Gerald Reining, Streaker Subcommittee Chair

#### **Agenda Item Request**

---

Consider the request by the Friends of Lucas Fire-Rescue, Inc., a 501(c)(3) (the “Friends of LFR”) to transfer the vintage fire truck commonly referred to as “Streaker” to the Friends LFR for restoration and to enter into an agreement to match funds raised by the Friends of LFR for such restoration.

#### **Background Information**

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The City owns a vintage 1949 fire truck that is commonly referred to as Streaker. There is some debate on whether this is the 1949 Fire Truck purchased in 1973 or a 1954 Fire Truck purchased in the 1980s. Regardless, this fire truck represents a piece of Lucas’s history that needs to be preserved.

At the November 3, 2016, City Council meeting, funds were allocated in the amount of \$5,000 to assist in making repairs to Streaker so the truck could be used during the Country Christmas event on December 2, 2016.

Subsequently the Friends of the Lucas Fire-Rescue Board began investigating the cost to restore Streaker and consider raising funds. Costs for basic restoration of the body, painting and engine repairs were estimated at \$20,000.

At the June 20, 2019 City Council meeting, Development Services Director Joe Hilbourn explained fundraising and restoration efforts had not gone as expected. Mr. Hilbourn presented an estimate he received to restore Streaker totaling \$118,495. Council voted to deny making repairs to Streaker.

The Friends of Lucas Fire-Rescue, in cooperation with the City Manager, formed a Subcommittee and tasked the committee to prepare a plan to present to the City Council. The Chairman of the Subcommittee, Gerald Reining, LFR Volunteer Firefighter/Driver Operator, has been investigating the extent and cost to restore Streaker. In connection with this he has worked on Streaker in his car barn.

The Subcommittee looked at four options to restore Streaker:

1. Friends of LFR restore existing drive train and buff/polish
2. Friends of LFR restore existing drive train and Texas Prison System does body work
3. Armadillo Auto Restoration completes restoration
4. Friends of LFR provide new/modern drive train and Texas Prison System does body work



# City of Lucas

## City Council Agenda Request

### October 17, 2019

The engine and transmission were removed from the vehicle and examined by a 3<sup>rd</sup> party mechanic. Based on this exam it was determined the engine is not rebuildable which rules out Options 1 and 2. Options 3, restoration by Armadillo Restoration will cost approximately \$118,000 and is deemed too expensive and therefore not a good option.

The Subcommittee has focused its efforts on Option 4 – Friends of LFR provides a new/modern drive train and the Texas Prison System does the body work. It has investigated the cost for replacing the drive train and the cost for the Texas Prison System to do the body work. The current estimates for restoring Streaker close to its original condition, including making it drivable is estimated at \$73,000.

- Engine and drivetrain	\$16,097
- Chassis, Suspension & Steering	15,252
- Body, Paint & Upholstery	21,800
- Fire Equipment, Bed & Pump	<u>2,500</u>
	<u>\$60,682</u>
- Contingency (20%)	12,318
Total	<u>\$73,000</u>

The Friends of Lucas Fire Rescue and the members of the Subcommittee recognize this is a two to three-year project and is committed to seeing it through. The Friends of LFR has committed \$5,000 to start the project and has been researching fundraising ideas as it is committed to raise additional funding. To begin the awareness campaign, a Facebook page has been created and is maintained by Christina Reining. The hood to Streaker has been removed and was recently displayed at the Lucas Fire-Rescue's Open House on October 6. A significant fundraising activity will be a Car Show to be held in connection with the 2020 Lucas Founders Day event. This will be held at Willow Springs Middle School and is anticipated to become an annual event. The Friends of LFR will also be seeking donations from residents and local businesses to support the restoration effort.

The Friends of Lucas Fire-Rescue request support from the City of Lucas as follows:

1. Transfer Title of Streaker to the Friends a Lucas Fire-Rescue, Inc.
2. Agree to match funds raised by the Friends of LFR for the restoration and preservation of Streaker up to \$37,500.

### Attachments/Supporting Documentation

1. Agenda Item 13 of the June 20, 2019 City Council meeting and related minutes
2. Cost proposal – Armadillo Restoration
3. Cost Estimate sheet
4. Project timeline (*to be provided prior to the meeting*)



# City of Lucas

## City Council Agenda Request

### October 17, 2019

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

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This project would require the City to commit unrestricted General Fund Reserves during the project period of 2 – 3 years in the amount of \$37,500.

#### **Recommendation**

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The City Manager and LFR Chief support the transfer of Streaker to the Friends of Lucas Fire-Rescue and to enter into an agreement to matching fund raised by the Friends of LFR up to \$37,500.

#### **Motion**

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I make a motion to approve/deny the transfer of the Title of the vintage fire truck commonly referred to as Streaker to the Friends of Lucas Fire-Rescue Inc., a 501(c)(3) for restoration; to enter into an agreement to match funds raised by the Friends of LFR for such restoration in an amount not-to-exceed \$37,500; and to amend the Fiscal Year 2019/2020 budget by appropriating \$37,500 from unrestricted General Fund Reserves.



# City of Lucas

## City Council Agenda Request

### June 20, 2019

Item No. 13

Requester: Development Services Director Joe Hilbourn

#### **Agenda Item Request**

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Consider repairs to a vintage 1954 fire truck commonly referred to as “Streaker” for use during special events and amend the Fiscal Year 18/19 budget by appropriating \$118,495 to account 11-6212-232 Development Services Vehicle Maintenance from unrestricted General Fund Reserves.

#### **Background Information**

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The City owns a vintage 1949 fire truck that is commonly referred to as “Streaker.” This truck has been in storage and not operational for at least twelve years.

At the November 3, 2016, City Council meeting, funds were allocated in the amount of \$5,000 to assist in making some repairs to “Streaker” so the truck could potentially be used during the Country Christmas event on December 2, 2016.

At the November 17, 2016, City Council meeting, Friends of the Lucas Fire-Rescue Board members Kathleen LoSapio and Paul Rathgeb stated that the Board was raising funds to be used towards the restoration of “Streaker” and had obtained an estimate in the amount of approximately \$8,000 for repairs; however, the estimate did not include engine work.

Fire Captain Ethan Carver discussed costs associated with repainting and making the vehicle drivable that were estimated between \$7,000 and \$12,000.

Mayor Olk directed staff to delay repair efforts to allow time for the Friends of the Lucas Fire-Rescue Board to obtain estimates and outline a timeline for restoration.

Fundraising and restoration efforts for “Streaker” have not gone as expected and the City Council added “Streaker” to the City Manager’s Work Plan for Fiscal Year 18/19. The City’s Vehicle Committee was tasked this fiscal year to obtain estimates to bring “Streaker” back to some level of service. City staff contacted approximately seven to ten vendors to assist in restoring “Streaker” and could only find one vendor interested in this project. Staff arranged for the transportation of “Streaker” to Armadillo Auto Restoration in Hamilton, Texas to complete an assessment.

Staff believes there were two vehicles: “Ole Streaker” and “New Streaker.” Ole Streaker was a 1949 Fire Truck that was purchased in 1973. According to anecdotal information, New Streaker was purchase in the 1980s and is a 1954 fire truck which is the vehicle the City currently has in our possession. Staff believes that this truck was purchased from the City of Seagoville, Texas, on September 30, 1985, and has not been used by the City for at least twelve years. The condition is deteriorating from lack of use and maintenance.



# City of Lucas

## City Council Agenda Request

### June 20, 2019

The estimates to refurbish “Streaker” closely to its original condition, excluding mechanical work, are estimated at approximately \$118,495.

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

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1. Proposal
2. Newsletter (dated June 25, 1977, referring to “Ole Streaker”)

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

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This project would require amending the Fiscal Year 18/19 budget by appropriating \$118,495 to account 11-6212-232 Development Services Vehicle Maintenance from unrestricted General Fund Reserves.

#### **Recommendation**

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The City Manager and the Development Services Director/Chair of the Vehicle Committee does not support making the repairs to the 1954 Fire Truck. If the City Council does not fund the repairs, the vehicle should be sold so the vehicle does not continue to deteriorate and take up valuable storage area.

#### **Motion**

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I make a motion to approve/deny making repairs to a vintage 1954 fire truck commonly referred to as “Streaker” for use during special events and amend the Fiscal Year 18/19 budget by appropriating \$118,495 to account 11-6212-232 Development Services Vehicle Maintenance from unrestricted General Fund Reserves.



Armadillo Auto Restoration  
570 E. Hwy 36 Hamilton, TX 76531  
off: 254-386-8896 / fax: 254-386-1000  
[www.armadilloautore restoration.com](http://www.armadilloautore restoration.com) / [armadilloauto@outlook.com](mailto:armadilloauto@outlook.com)

## THE DEAL BEHIND THE 'DILLO

After researching complete auto restoration shops throughout Texas, we found the most reputable shops had a long waiting list of up to a year and a half before the project could even start. So, with the vision and determination, we set out with the goal to complete the restoration of our own vehicles. When people saw our finished work, they immediately noticed the amazing quality and attention to detail in our fully restored vehicles. After many inquiries and requests for us to perform full vehicle restorations for the public, Armadillo Auto Restorations was born! Armadillo has been fulfilling the restoration of dreams of car owners ever since.

*The decision to restore your cherished vehicle is an important one. At Armadillo Auto Restorations, we treat every vehicle as if it's our own. We use only the finest parts and materials and our restoration professionals work in painstaking detail to ensure that your vehicle is perfect on delivery.*

## Your Restoration Investment

Every vehicle is different, and your needs are unique. Every vehicle undergoing a restoration has a unique condition and requires custom work. No two vehicles are alike (not even same year / same model's). This makes auto restoration more of an art than a science. As such, the task of developing a solid, reliable, estimate can be a daunting one.

In order to design a project that works within your budget, we work very closely with you throughout the process. **You are our partner during the project** from the planning phase where we understand your specific goals and dreams for your vehicle through the final clear coat. Once we determine the overall scope of the work, we will take your vehicle for up to a week, to thoroughly evaluate it and develop a detailed estimate of the work. This time is essential as it gives our professionals the opportunity to perform a thorough diagnosis on the vehicle and uncover as many issues as possible on the front end and minimize any surprises during the project.

Because any restoration can have unexpected bumps in the road once the work has begun, we take a proactive communications approach with you and keep you apprised of our progress throughout the life of the project. We encourage your to visit our shop regularly so you can see with your own eyes our progress and have the opportunity to talk with our team about your vehicle.

The restoration of your vehicle is a big investment. As such we can work with you to devise a financial plan that works for both sides.





Armadillo Auto Restoration  
570 E. Hwy 36 Hamilton, TX 76531  
off: 254-386-8896 / fax: 254-386-1000  
www.armadilloautorestitution.com / armadilloauto@outlook.com

### AUTHORIZATION TO USE VEHICLE DESCRIPTION AND / OR IMAGES

Name	Lucas Fire Dept		Address			
Make	Ford F7	Year	1954	City, State, Zip		
Body Style	fire truck		Phone		Email	
Style No			Paint No			Trim No
Mileage			Lic No			Insurance

I, as the owner of the hereinabove described vehicle, hereby authorize Armadillo Auto Restoration (The Company), it's owners, agents, servants, or employees to use, reproduce, and/or publish all written and/or visual materials, including photographs, videos, or any other form of recording, that purport to describe the condition of the subject vehicle, before, during, or after any mechanical, structural, or other body work is performed on or to the vehicle by, for, or at the direction of The Company, or it's owners, agents, servants, or employees. I understand that any such material could and probably will be used in various publications, trade shows, television or radio shows, public affairs releases, social media (FaceBook, Twitter, YouTube, LinkedIn, etc.), recruitment materials, general advertising to showcase the work product of The Company, or it's successors or assigns, or for other related endeavors. This material may also appear on any internet web site, web page, printed brochures, hand out, leaflet, or any other form of advertising utilized by The Company for personal or professional purposes. This authorization is continuous as to the subject vehicle and may not be withdrawn after The Company, it's owners, agents, servants or employees have started any work to repair, restore, modify or customize the above described vehicle. Consequently, The Company may publish materials, use my name, my vehicle's photographic images, and/or make reference of me or my vehicle in any manner that The Company or it's owners, agents, servants, or employees deem appropriate in order to promote or publicize The Company's business.

\_\_\_\_\_  
Lucas Fire Dept  
Vehicle Owner

\_\_\_\_\_  
John Goertz  
Armadillo Auto Restoration

Date: \_\_\_\_\_



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### RECEIPT AND LIMITATION OF LIABILITY

Name	Lucas Fire Dept		Address			
Make	Ford F7	Year	1954	City, State, Zip		
Body Style	fire truck		Phone		Email	
Style No			Paint No			Trim No
Mileage			Lic No			Insurance

This is to certify that the above described vehicle has been received by Armadillo Auto Restoration (The Company) for repairs, restoration, and / or customization on the date written below. Acceptance of this receipt indicates the vehicle owner's understanding and agreement that his or her vehicle is held by Armadillo Auto Restoration under the following terms and conditions, including, but not limited to:

1. Armadillo Auto Restoration DOES NOT maintain insurance against loss or damage occasioned by fire, theft, vandalism, or otherwise to the actual value of the vehicle or other property left with us for the said repairs, restoration, and / or customization while said property is held in The Company's garage or possession nor when it is being transferred by trailer from location to location for additional work or show. Notice is given that The Company shall be liable ONLY for losses occasioned by The Company's own negligence, and The Company's liability for such losses shall in no event exceed an aggregate of one hundred thousand dollars per occasion for all such losses including but not limited to any loss to the vehicle described hereinabove.
2. The vehicle described in this receipt may be delivered to the order of any person presenting this receipt.
3. Notice of not more than fourteen (14) days may be required before re-delivery.
4. The Company is not responsible for any loss to any vehicles or other property left with The Company more than fourteen (14) after notice has been given to the owner of the owner's responsibility to pay all charges and retrieve the vehicle.

**IF THIS RECEIPT IS LOST, PLEASE NOTIFY ARMADILLO AUTO RESTORATION AT ONCE.**

\_\_\_\_\_  
Lucas Fire Dept  
Vehicle Owner

\_\_\_\_\_  
John Goertz  
Armadillo Auto Restoration

Date: \_\_\_\_\_











**City of Lucas  
City Council Meeting  
June 20, 2019  
7:05 P.M.**

*(or immediately following the Lucas Fire Control, Prevention & EMS District Meeting)*

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

**MINUTES**

**Call to Order**

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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 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  
Finance Director Liz Exum  
City Engineer Stanton Foerster  
Fire Chief Ted Stephens

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**

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**1. Citizen Input.**

There was no citizen input at this meeting.

**Community Interest**

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**2. Items of Community Interest.**

- A. Discuss pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.**

Mayor Olk stated that there were no updates regarding pending legislation and discussed the following items of Community Interest:

- City offices would be closed on July 4<sup>th</sup> and the City Council meeting for July 4<sup>th</sup> had been cancelled.
- The City Council would be holding a budget workshop at the July 18 City Council meeting to plan for the Fiscal Year 2019/2020 budget.
- TxDOT held a meeting on June 18 to discuss the West Lucas Road and Country Club /Southview Intersection improvements. Plans were available for public viewing and any written comments that citizens would like to be included as part of the public meeting

City Manager Joni Clarke stated that one of the challenges the event faces was obtaining and overseeing volunteers. Past Mayor Rebecca Mark served as volunteer coordinator and some volunteers were young and needed supervision, others did not show up to the event and it did not decrease the amount of staff time needed. Ms. Clarke stated that the Trinity Trails Preservation Association plays an active role in the parade. Ms. Clarke reviewed some of the tasks handled by staff such as coordination with the Collin County Sheriff's office, parking for the event, and contracts.

Mayor Olk stated that if there was a group of volunteers that wanted to take over the event, a plan should be submitted outlining details of how this would be handled and meet with City staff.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Mayor Olk to hold Founders Day on May 9, 2020. The motion passed by a 4 to 3 vote with Councilmember Duke, Lawrence and Mayor Pro Tem Peele voting in opposition.

The City Council moved to Agenda Item No. 13.

**13. Consider repairs to a vintage 1954 fire truck commonly referred to as "Streaker" for use during special events and amend the Fiscal Year 18/19 budget by appropriating \$118,495 to account 11-6212-232 Development Services Vehicle Maintenance from unrestricted General Fund Reserves.**

Development Services Director Joe Hilbourn explained that at the November 17, 2016, City Council meeting, members of the Friends of the Lucas Fire-Rescue board presented to Council that they would like to raise funds to be used towards the restoration of "Streaker", the City's 1954 fire truck. Estimates had been obtained in the amount of approximately \$8,000 for repairs but did not include engine work. An additional \$7,000 to \$12,000 would be needed for painting and making the vehicle drivable. Mayor Olk directed staff to delay repair efforts to allow time for the Friends of the Lucas Fire-Rescue board to obtain estimates and outline a timeline for restoration. Fundraising and restoration efforts for "Streaker" have not gone as expected, and the latest estimate from Armadillo Automotive in Hamilton, Texas was for \$118,495 for restoration of the vehicle. Staff recommended either selling the vehicle or making the necessary repairs.

Mr. Hilbourn also discussed the confusion with the title of the vehicle as the title states the vehicle is a 1949 fire truck; however, Armadillo Automotive states the VIN number indicates it's a 1954 fire truck.

Ron Grotti, 2 Lemon Tree, stated that he did not agree with selling Streaker and would like the City to come up with another solution. Mr. Grotti stated that the 1949 Streaker had some body repair work done with parts from other vehicles being used, which may be causing some of the confusion regarding the VIN number and different years being referenced.

Lee Bauer, 15 Prado Verde, stated that he would like this item tabled until he could meet with Chief Stephens. He noted that the fire truck was a historical item that should be preserved and part of Lucas history.

Kathleen LoSapio, 650 Scarlett Drive, and Secretary of the Friends of the Lucas Fire-Rescue Board stated that she was tasked with finding a way to restore Streaker. Because the vehicle was not operable and no way of getting Streaker to an automotive shop, accurate estimates could not be



obtained. Ms. LoSapio stated that there is a volunteer at the fire station that restores vehicles and willing to assist but would require Streaker be moved to the Fire Station.

The City Council discussed the legal issues surrounding having a volunteer work on a City asset and discussed donating the fire truck to the Friends of Lucas Fire-Rescue that would give the Board greater access to the vehicle and the work that needed to be done.

Councilmember Millsap stated that the City did not want to sell the vehicle and would like to see it restored, however, not using tax dollars for that work. The Friends of the Lucas Fire-Rescue would have to continue fundraising efforts and find a place to store the vehicle.

Councilmember Lawrence stated that should Streaker be donated to the Friends of the Lucas Fire-Rescue Board, he wanted to ensure that the vehicle was maintained even if board members changed.

Councilmember Duke suggested a Friends of Streaker 501c3 board be created which could include the same board members as Friends of Lucas Fire-Rescue Board but would be strictly dedicated to the Streaker vehicle.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to deny making repairs to Streaker or allocating funds. The motion to deny passed unanimously by a 7 to 0 vote.

The City Council moved to Agenda Item No. 10 at this time.

**10. Consider an update on the Supervisory Control and Data Acquisition (SCADA), North Pump Station and Water Tower Project; and authorize the City Manager to enter into an agreement for the SCADA system.**

City Engineer Stanton Foerster stated that staff received two bids for the north pump station and water tower that were too high, and the City Council rejected the bids. Staff would like to divide the project and has interviewed two firms to assist with the first phase that would include SCADA design and implementation. The design would update the software and improve communication with all locations around the City including the new pump station and water tower.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to approve authorizing the City Manager to enter into an agreement for the design and implementation of the Supervisory Control and Data Acquisition system in an amount not to exceed \$100,000. The motion passed unanimously by a 7 to 0 vote.

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

**11. Consider an update on the condition related to the Winningkoff, Snider and Stinson Bridges, identify the Snider Bridge replacement as a priority project, and postpone the Stinson Bridge design and construction work.**

City Engineer Stanton Foerster stated that the City has been experiencing ongoing challenges with Snider Lane bridge and during rain events, it was common to close the bridge due to flooding, and removal of debris was also challenging around the bridge. Mr. Foerster stated that regarding the Winningkoff bridge, in June of 2019 a separation was noticed between the Winningkoff bridge and the pavement north of the bridge.



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE SUMMARY BY COMPONENT <b>OL' STREAKER RESTORATION FRIENDS OF LUCAS FIRE RESCUE</b>		CONCEPTUAL ESTIMATE			
		QTY	UNIT	UNIT COST	TOTAL COST
1	ENGINE & DRIVETRAIN	1	EACH	16,097.00	16,097
2	CHASIS, SUSPENSION & STEERING	1	EACH	15,252.00	15,252
3	ELECTRICAL SYSTEM	1	EACH	5,033.00	5,033
4	BODY, PAINT & UPOLSTRY	1	EACH	21,800.00	21,800
5	FIRE EQUIPMENT, BED & PUMP	1	EACH	2,500.00	2,500
<b>A SUBTOTAL</b>		1	EACH	\$60,682	<b>60,682</b>
1					
2					
3					
4					
5					
6					
<b>B SUBTOTAL</b>		1	EACH	\$60,682.0	<b>60,682</b>
7					
8					
<b>C SUBTOTAL</b>		1	EACH	\$60,682.0	<b>60,682</b>
9					
10					
11					
<b>D TOTAL ESTIMATE AMOUNT</b>		1	EACH	\$60,682.0	<b>60,682</b>

**NOTES, CLARIFICATIONS, QUALIFICATIONS, EXCLUSIONS**

- 1
- 2
- 3

**ALTERNATE PRICING**

1	ADD		
2	DEDUCT	\$	-
3	DEDUCT	\$	-
4	ADD	\$	-
5	DEDUCT	\$	-

**VALUE ENGINEERING**

1	DEDUCT	\$	-
2	DEDUCT	\$	-
3	DEDUCT	\$	-
4	DEDUCT	\$	-
5	DEDUCT	\$	-





**SCHEMATIC ESTIMATE  
01' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ENGINE & DRIVETRAIN 01' STREAKER RESTORATION		UNIT	TOTAL
		QTY	COST
<b>ENGINE</b>			
<b>1 LONG BLOCK ENGINE</b>			
1	Long Block Ford 460 Engine Summit Racing	1 EACH	2,118.99
2	Harmonic Balancer	1 EACH	95.99
3	Pulley	1 EACH	86.00
4	Oil Pan + Gasket Kit and Oil Pump	1 EACH	165.99
5	Ford Motor Paint (Auto Zone)	5 EACH	7.99
6	Break In Oil 8 quarts (High Zink VR Vavoline)	8 EACH	7.99
7	Oil Filter WiX Summit	2 EACH	14.99
8	New Oil after Break In (High Zink VR Vavoline)	8 EACH	7.99
9	Fly Wheel Pioneer 184 Tooth Solid Cast	1 EACH	144.99
10	Custom Fabricated Motor Mounts	2 EACH	160.00
11	Edelbrock Signature Series Chrome Valve Cov	2 EACH	65.95
			0.00
			0.00
			0.00
			3,262
<b>2 INDUCTION &amp; ENGINE ACCESSORIES</b>			
1	Edelbrock Pro-Flo 4 EFI Traditional 4150-Style	1 EACH	1,853.95
2	(Includes Distributer & Gaskets)	w/ Fuel Inj	0.00
3	Power Steering Pump	1 EACH	32.00
4	Power Steering Brackets	1 EACH	97.00
5	Edelbrock Pro-Flo High-Flow Series Air Cleaner	1 EACH	112.64
6	Hyperfuel Single Pump Fuel Cells 49120	1 EACH	599.00
			0.00
			0.00
			0.00
			2,695
<b>3 COOLING ACCESSORIES</b>			
1	Griffin Thermal Products CU-00039 - Griffin Ex	1 EACH	1,063.37
2	Moroso Cooling System Expansion Tanks 637	1 EACH	98.99
3	Moroso 63320 - Moroso Racing Radiator Caps	1 EACH	13.99
4	Electric Fans	w/ Above	0.00
5	Radiator Hoses	2 EACH	14.99
6	Hose Clamps	2 SETS	10.99
7	SUM-359-180 - Summit Thermostats	1 EACH	7.99
8	Thermostat Housing	1 EACH	61.99
9	Derale Electra-Cool Remote Fluid Coolers 159	1 EACH	173.39
10	Perma-Cool 3791 - Perma-Cool Dual Port Spir	1 EACH	36.98
11	AN LINES AND FITTINGS	1 LOT	136.99
12	Water pump	1 EACH	54.70
13	March Performance Aluminum V-Belt Water P	1 EACH	116.99
14	Water Pump Belts	1 EACH	12.99
15	Anti Freeze	3 GAL	16.99
			0.00
			0.00
			0.00
			1,881



**SCHEMATIC ESTIMATE  
01' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE			
ENGINE & DRIVETRAIN 01' STREAKER RESTORATION		QTY	UNIT	UNIT COST	TOTAL COST
<b>4 IGNITION ACCESSORIES</b>					
1	Spark Plugs	8	EACH	4.99	40
2	HEI Distributer		w/ Fuel Inj	0.00	0
3	MSD 8.5mm Super Conductor Spark Plug Wire	1	EACH	125.95	126
4	Billet Specialties 69520 - Billet Specialties Billet	1	EACH	65.99	66
5	Coil / Verify with Fuel Injection			w/ Above	0
6	Coil Brackets Verify with HEI			w/ Above	0
7	Powermaster 19505 - Powermaster XS Torque	1	EACH	318.99	319
				0.00	0
				0.00	0
				0.00	551
<b>5 EXHAUST SYSTEM</b>					
1	Patriot Exhaust H8437 - Patriot Tight Tuck Head	1	EACH	305.22	305
2	Oxygen Sensor		w/ Fuel Inj	0.00	0
3	Stainless Flow Master Muffler	1	EACH	89.95	90
4	Stainless Exhaust Tubing	20	FEET	10.25	205
5	Stainles Exhaust Hangers	4	EACH	12.99	52
6	Stainless Welding Wire (Blue Demon Stainless)	1	EACH	34.99	35
7	Argon & CO2 Welding Gas 125 CF	1	EACH	43.95	44
8	Miscellaneous Exhaust Flanges & Hardware	1	EACH	95.00	95
				0.00	0
				0.00	826
<b>6 MISCELLANEOUS ENGINE ITEMS</b>					
1	Miscellaneous Hardware	1	LOT	150.00	150
2	Water Temp Sending Unit	1	EACH	13.99	14
3	Oil Pressure Sending Unit	1	EACH	18.99	19
4	Bosch Icon 26in Wiper Blade	2	EACH	26.99	54
5	1948-52 Ford Pickup Electric Wiper Motor Cor	1	EACH	274.99	275
6	Vacuum Hoses	30	FEET	1.83	55
7	Ford Pickup Truck Hot Water Heater Kit - 12 V	1	EACH	283.99	284
8	Heater Hoses	20	FEET	7.89	158
9	Fan Box		w/ Water Heater	0.00	0
10	AN Fittings for Heater Box	8	EACH	14.99	120
11	Miscellaneous Accessory Brackets	2	EACH	14.99	30
				0.00	0
				0.00	1,159
<b>TOTAL DIRECT COST</b>				5.00%	10,373
1	Escallation for purchase in 4 Q 2020	%	1.00	5.00%	519
2		%	1.00	0.00%	0
3		%	1.00	0.00%	0
4		%	1.00	0.00%	0
5		%	1.00	0.00%	0
<b>TOTAL ENGINE</b>			1 EACH	10,892.00	10,892



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE			
ENGINE & DRIVETRAIN OL' STREAKER RESTORATION		QTY	UNIT	UNIT COST	TOTAL COST
<b>TRANSMISSION</b>					
1 TRANSMISSION					
	1 B&M Auto Transmission Ford C6	1	EACH	1,489.95	1,490
	2 Lokar ATS60C6BM Ford C6 Auto Transmissio	1	EACH	289.99	290
	3 Custom Fabricated Transmission Mounts	2	EACH	175.00	350
	4 Custom Fabricated Cross Member	1	EACH	250.00	250
	5 Ford C6 Heavy Duty Torque Converter Low St	1	EACH	338.00	338
	6 Valvoline MaxLife Dex/Merc Automatic Transm	3	GAL	27.99	84
	7 B&M Transpak Kit 1967-1991 Ford C6	1	EACH	95.42	95
	8 B&M 80212 Transmission Temperature Gauge	1	EACH	64.26	64
				0.00	0
				0.00	2,962
2 Transmission Cooler					
	1 Derale Electra-Cool Remote Fluid Coolers 159	1	EACH	173.39	173
	2 Stainless Steel Lines for Trans Cooler	40	FEET	7.89	316
	3 AN Fittings for Trans Cooler	8	EACH	14.99	120
	4			0.00	0
	5			0.00	0
				0.00	609
3					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
4					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
5					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
<b>TOTAL DIRECT COST</b>				5.01%	3,571
	1 Escallation for purchase in 4 Q 2020	%	1.00	5.00%	179
	2	%	1.00	0.00%	0
	3	%	1.00	0.00%	0
	4	%	1.00	0.00%	0
	5	%	1.00	0.00%	0
<b>TOTAL TRANSMISSION</b>			1 EACH	3,750.00	3,750



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ENGINE & DRIVETRAIN OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL COST
		COST	COST
<b>DRIVE SHAFT</b>			
1	1 New Custom Drive Shaft	1 EACH	435.00
	2 Universal Joints for Drive Shaft	3 EACH	49.99
	3 Custom Fabricated Caririer Bearing Mount	1 EACH	150.00
	4 Carrier Bearing	1 EACH	88.60
	5 Strap Kit for Yokes	6 EACH	8.99
	6		0.00
	7		0.00
	8		0.00
	9		0.00
			0.00
			878
2	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
3	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
4	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
5	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
<b>TOTAL DIRECT COST</b>			5.01%
			878
	1 Escallation for purchase in 4 Q 2020	% 1.00	5.00%
	2	% 1.00	0.00%
	3	% 1.00	0.00%
	4	% 1.00	0.00%
	5	% 1.00	0.00%
<b>TOTAL DRIVE SHAFT</b>		<b>1 EACH</b>	<b>922.00</b>
			<b>922</b>



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET ENGINE & DRIVETRAIN OL' STREAKER RESTORATION		CONCEPTUAL ESTIMATE			
		QTY	UNIT	UNIT COST	TOTAL COST
<b>REAR END</b>					
1	1 Drive Pinion Seal	1	EACH	7.95	8
	2 Axel Seals			0.00	0
	3 Crush Sleeve			0.00	0
	4 Differential Cover Seal			0.00	0
	Gear Oil			0.00	0
	Peratex RTV Sealer			0.00	0
	Side Bearings			0.00	0
	Axel Bearings			0.00	0
	Inner Pinion Bearing			0.00	0
	Outer Pinion Bearing			0.00	0
	Place Holder for Rear End Rebuild Kit	1	ALLW	500.00	500
				0.00	0
				0.00	508
2	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
3	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
4	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
5	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
<b>TOTAL DIRECT COST</b>				4.92%	508
	1 Escallation for purchase in 4 Q 2020	%	1.00	5.00%	25
	2	%	1.00	0.00%	0
	3	%	1.00	0.00%	0
	4	%	1.00	0.00%	0
	5	%	1.00	0.00%	0
<b>TOTAL REAR END</b>		1	EACH	533.00	533







**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE			
CHASIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		QTY	UNIT	UNIT COST	TOTAL COST
<b>FRAME RESTORATION</b>					
1 FRAME RESTORATION					
	] Sand Blast	1	EACH	850.00	850
	1 Powder Coat Frame	1	EACH	1,500.00	1,500
	2 Body Mounts	8	EACH	61.99	496
	4 Miscellaneous Hardware	1	EACH	185.00	185
	5			0.00	0
	6			0.00	0
				0.00	0
				0.00	3,031
2					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
	7			0.00	0
				0.00	0
3					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
	7			0.00	0
	5			0.00	0
				0.00	0
4					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
5					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
	7			0.00	0
	5			0.00	0
				0.00	0
<b>TOTAL DIRECT COST</b>				2.01%	3,031
	1 Escallation for purchase in 1 Q 2020		% 1.00	2.00%	61
	2		% 1.00	0.00%	0
	3		% 1.00	0.00%	0
	4		% 1.00	0.00%	0



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE			
CHASIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		QTY	UNIT	UNIT COST	TOTAL COST
5		%	1.00	0.00%	0
<b>TOTAL FRAME RESTORATION</b>		<b>1</b>	<b>EACH</b>	3,092.00	3,092



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
CHASIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL
		COST	COST
<b>BRAKING SYSTEMS</b>			
<b>1 FRONT BRAKES</b>			
1	Reline Factory Shoes	4 EACH	220
2	Machine Drums	2 EACH	70
3	Hardware Kit	2 EACH	30
4	New Wheel Cylinders	2 EACH	112
5	Sand Blast & Paint Brake Backing Plate	2 EACH	290
6	Stainless Steel Braided Hoses	2 EACH	179
7	Stainless Steel Hard Brake Lines	55 FEET	157
			0
			0.00
			1,057
<b>2 REAR BRAKES</b>			
1	Reline Factory Shoes	4 EACH	220
1	Machine Drums	2 EACH	70
2	Hardware Kit	2 EACH	30
3	New Wheel Cylinders	2 EACH	112
2	New Brake Backing Plate	2 EACH	290
3	Stainless Steel Braided Hoses	2 EACH	179
4	Stainless Steel Hard Brake Lines	55 FEET	157
5			0
			0.00
			1,057
<b>3 MASTER CYLINDER</b>			
1	1949-1951 Ford Custom Brake Booster / Mast	1 EACH	470
2	New Brake Booster	w/ Above	0
3	Stainless Steel Hard Brake Lines	w/ Above	0
4	Residual Pressure Valve	w/ Above	0
5			0
			0.00
			470
<b>4 FRONT AXEL</b>			
1	New Wheel Studs and Lug nuts	16 EACH	200
2	Front Wheel Bearings Inner & Outer + Races	4 EACH	154
3	Miscellaneous Hardware	1 LSUM	75
4	Seal Kit for Front Axel	1 EACH	140
5			0
			0.00
			569
<b>5</b>			
1			0
2			0
3			0
4			0
5			0
			0.00
			0
<b>TOTAL DIRECT COST</b>			
			2.00%
			3,154
1	Escallation for purchase in 1 Q 2020	% 1.00	63
2		% 1.00	0
3		% 1.00	0
4		% 1.00	0
5		% 1.00	0
<b>TOTAL BRAKING SYSTEMS</b>		<b>1 EACH</b>	<b>3,217</b>
			3,217.00



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
CHASIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		UNIT COST	TOTAL COST
QTY	UNIT		



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
CHASIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL COST
<i><b>SHOCKS &amp; SPRINGS</b></i>		COST	COST
<b>1 SHOCKS &amp; SPRINGS</b>			
1	Bilstein 24-013291 Shock for Ford Truck	4 EACH	276
2	New Bushings for Springs	2 EACH	127
3	Rebuild/Sandblast and Paint Springs	1 EACH	179
4	New U Bolts for Springs	2 EACH	100
5	New Shocks / Brackets or Mounts	w/ Above	0
6			0
7			0
8			0
9			0
		0.00	682
<b>2</b>			
1			0
2			0
3			0
4			0
5			0
		0.00	0
<b>3</b>			
1			0
2			0
3			0
4			0
5			0
		0.00	0
<b>4</b>			
1			0
2			0
3			0
4			0
5			0
		0.00	0
<b>5</b>			
1			0
2			0
3			0
4			0
5			0
		0.00	0
<b>TOTAL DIRECT COST</b>		2.05%	682
1	Escallation for purchase in 1 Q 2020	% 1.00	14
2		% 1.00	0
3		% 1.00	0
4		% 1.00	0
5		% 1.00	0
<b>TOTAL SHOCKS &amp; SPRINGS</b>		<b>1 EACH</b>	<b>696</b>



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
CHASIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		UNIT COST	TOTAL COST
QTY	UNIT		



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
CHASSIS, SUSPENSION & STEERING OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL
		COST	COST
<b>TIRES &amp; RIMS</b>			
<b>1 TIRES</b>			
1	Goodyear G622 RSD 255/70R22.5 H/16PR T	6 EACH	544.69
2	Mount and Balance Tires	6 EACH	45.00
3	Tire Warranty	6 EACH	50.00
4	Steel Valve Stems	6 EA	7.85
5			0.00
			0.00
			3,885
<b>2 REBUILD RIMS</b>			
1	Stockton Rims to Replace RH-5 Widow Maker	6 EA	700.00
2	**Rims Powder Coated to Match Streaker Rims**		0.00
3			0.00
4			0.00
5			0.00
			0.00
			4,200
<b>3</b>			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
<b>4</b>			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
<b>5</b>			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
<b>TOTAL DIRECT COST</b>			2.00%
			8,085
1	Escallation for purchase in 1 Q 2020	% 1.00	2.00%
2		% 1.00	0.00%
3		% 1.00	0.00%
4		% 1.00	0.00%
5		% 1.00	0.00%
<b>TOTAL TIRES &amp; RIMS</b>		<b>1 EACH</b>	8,247.00
			8,247







**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ELECTRICAL SYSTEM			
OL' STREAKER RESTORATION		QTY	UNIT
		COST	TOTAL COST
<b>BATTERY, MOUNT &amp; ALTERNATOR</b>			
<b>1 BATTERY</b>			
1	Yellow Top Optima Battery	1 EACH	4,800.00
2	Battery Box to Mount		0.00
3	Trickle Charger		0.00
4	New Battery Cables		0.00
5	Master Kill Switch		0.00
6	Miscellaneous Hardware		0.00
			0.00
			4,800
<b>2 ALTERNATOR</b>			
1	Alternator, Internal Regulator, 140 Amp, Natural	1 EACH	142.99
2	Alternator Brackets	1 EACH	78.00
3	Alternator Belts	1 EACH	11.99
4			0.00
5			0.00
6			0.00
7			0.00
			0.00
			233
<b>3</b>			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
5			0.00
			0.00
			0
<b>4</b>			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
<b>5</b>			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
5			0.00
			0.00
			0
<b>TOTAL DIRECT COST</b>			5,033
1		% 1.00	0.00%
2		% 1.00	0.00%
3		% 1.00	0.00%
4		% 1.00	0.00%



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ELECTRICAL SYSTEM		UNIT	TOTAL
OL' STREAKER RESTORATION		QTY	COST
		UNIT	COST
5		% 1.00	0.00%
<b>TOTAL BATTERY, MOUNT &amp; ALTERNATOR</b>		<b>1 EACH</b>	5,033.00
			5,033



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ELECTRICAL SYSTEM			
OL' STREAKER RESTORATION		QTY	UNIT
		COST	TOTAL COST
<b>WIRING HARNESS &amp; FUSE BLOCK</b>			
1	1 Universal Master Wiring Harness	EACH	0.00
	2 Blade Plastic Fuse Block		0.00
	3 Fuses for Fuse Block		0.00
	4 Shring Tubing		0.00
	5 Miscellaneous Wiring Connector Kit		0.00
	6 Miscellaneous Electrical Items		0.00
	7		0.00
	5		0.00
			0.00
2	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
3	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
4	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
5	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
<b>TOTAL DIRECT COST</b>			0.00%
	1	% 1.00	0.00%
	2	% 1.00	0.00%
	3	% 1.00	0.00%
	4	% 1.00	0.00%
	5	% 1.00	0.00%
<b>TOTAL WIRING HARNESS &amp; FUSE BLOCK</b>		<b>1 EACH</b>	0.00



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ELECTRICAL SYSTEM		UNIT	TOTAL
OL' STREAKER RESTORATION		QTY	COST
<b>REHAB EXISTING LIGHTS</b>			
1	1 Rehab Existing Emergency Lights		0.00
	2 Rehab Q Siren		0.00
	3 New Rear Tail Lights		0.00
	4 New Vintage Front Head Lights		0.00
	5 New After Market Blinker Kit		0.00
	6 New Ooga Horn		0.00
	7		0.00
	8		0.00
	9		0.00
			0.00
2	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
3	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
4	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
5	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
<b>TOTAL DIRECT COST</b>			0.00%
	1	% 1.00	0.00%
	2	% 1.00	0.00%
	3	% 1.00	0.00%
	4	% 1.00	0.00%
	5	% 1.00	0.00%
<b>TOTAL REHAB EXISTING LIGHTS</b>		<b>1 EACH</b>	0.00



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET ELECTRICAL SYSTEM OL' STREAKER RESTORATION	CONCEPTUAL ESTIMATE		
	QTY	UNIT	TOTAL COST



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
ELECTRICAL SYSTEM		UNIT	TOTAL
OL' STREAKER RESTORATION		QTY	COST
<b>REHAB EXISTING GAUGES</b>			
1	1 Rehab Existing Gages		0.00
	2 Speedometer Cable		0.00
	3 Ratio Adapter for Transmission		0.00
	4 New Switches for Headlights and Starter		0.00
	5 Choke Cable for Carburator		0.00
	5		0.00
			0
2	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
3	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
4	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
5	1		0.00
	2		0.00
	3		0.00
	4		0.00
	5		0.00
			0.00
			0
<b>TOTAL DIRECT COST</b>			0.00%
	1	% 1.00	0.00%
	2	% 1.00	0.00%
	3	% 1.00	0.00%
	4	% 1.00	0.00%
	5	% 1.00	0.00%
<b>TOTAL REHAB EXISTING GAUGES</b>		<b>1 EACH</b>	0.00







**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE			
BODY, PAINT & UPOLSTRY OL' STREAKER RESTORATION		QTY	UNIT	UNIT COST	TOTAL COST
<b>BODY WORK</b>					
1 HUNTSVILLE BODY WORK COSTS					
1	BODY WORK	1	EACH	10,500.00	10,500
2				0.00	0
3				0.00	0
4				0.00	0
5				0.00	0
6				0.00	0
				0.00	10,500
2					
1				0.00	0
2				0.00	0
3				0.00	0
4				0.00	0
5				0.00	0
6				0.00	0
7				0.00	0
				0.00	0
3					
1				0.00	0
2				0.00	0
3				0.00	0
4				0.00	0
5				0.00	0
6				0.00	0
7				0.00	0
5				0.00	0
				0.00	0
4					
1				0.00	0
2				0.00	0
3				0.00	0
4				0.00	0
5				0.00	0
				0.00	0
5					
1				0.00	0
2				0.00	0
3				0.00	0
4				0.00	0
5				0.00	0
6				0.00	0
7				0.00	0
5				0.00	0
				0.00	0
<b>TOTAL DIRECT COST</b>				0.00%	10,500
1		%	1.00	0.00%	0
2		%	1.00	0.00%	0
3		%	1.00	0.00%	0
4		%	1.00	0.00%	0



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET BODY, PAINT & UPOLSTRY OL' STREAKER RESTORATION	CONCEPTUAL ESTIMATE			
	QTY	UNIT	UNIT COST	TOTAL COST
5	%	1.00	0.00%	0
<b>TOTAL BODY WORK</b>	<b>1</b>	<b>EACH</b>	10,500.00	10,500



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
BODY, PAINT & UPOLSTRY OL' STREAKER RESTORATION		QTY	UNIT
		UNIT COST	TOTAL COST
<b>PAINT</b>			
1 HUNTSVILLE PAINT COSTS			
1	**PAINT DONATED LABOR ONLY**	EACH	0.00
2	PAINT LABOR CHARGES	1 EACH	8,500.00
3			0.00
4			0.00
5			0.00
			0.00
			8,500
2			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
3			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
4			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
5			
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
<b>TOTAL DIRECT COST</b>			0.00%
			8,500
1		% 1.00	0.00%
2		% 1.00	0.00%
3		% 1.00	0.00%
4		% 1.00	0.00%
5		% 1.00	0.00%
<b>TOTAL PAINT</b>		1 EACH	8,500.00
			8,500



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
BODY, PAINT & UPOLSTRY OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL COST
<i>LETTERING &amp; DECALS</i>		COST	COST
<b>1 PINSTRIPING &amp; LETTERING</b>			
1	OL' STREAKER LETTERING	1	EACH
		2,500.00	2,500
2		0.00	0
3		0.00	0
4		0.00	0
5		0.00	0
6		0.00	0
7		0.00	0
8		0.00	0
9		0.00	0
		0.00	2,500
<b>2</b>			
1		0.00	0
2		0.00	0
3		0.00	0
4		0.00	0
5		0.00	0
		0.00	0
<b>3</b>			
1		0.00	0
2		0.00	0
3		0.00	0
4		0.00	0
5		0.00	0
		0.00	0
<b>4</b>			
1		0.00	0
2		0.00	0
3		0.00	0
4		0.00	0
5		0.00	0
		0.00	0
<b>5</b>			
1		0.00	0
2		0.00	0
3		0.00	0
4		0.00	0
5		0.00	0
		0.00	0
<b>TOTAL DIRECT COST</b>		0.00%	2,500
1		% 1.00	0.00%
2		% 1.00	0.00%
3		% 1.00	0.00%
4		% 1.00	0.00%
5		% 1.00	0.00%
<b>TOTAL LETTERING &amp; DECALS</b>		<b>1 EACH</b>	2,500.00
			2,500



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET	<b>CONCEPTUAL ESTIMATE</b>			
BODY, PAINT & UPOLSTRY OL' STREAKER RESTORATION	QTY	UNIT	UNIT COST	TOTAL COST



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TX**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
BODY, PAINT & UPOLSTRY OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL COST
		COST	COST
<b>UPOLSTRY</b>			
1	1 New Rubber Peddel Covers		0
	2 Rebuild Seat	1 EACH	300
	3 New Seat Cover		0
	4 Add Lap Bets		0
	5		0
		0.00	300
2	1 Rinoline Floor and Running Boards		0
	2 Shifter Boot		0
	3		0
	4		0
	5		0
		0.00	0
3	1 Windshield Frame Polish		0
	2 New Windshield		0
	3 New Gasket for Windshield		0
	4		0
	5		0
		0.00	0
4	1 New Tail Board Fabridcated		0
	2 Rehab Front Bumper		0
	3		0
	4		0
	5		0
		0.00	0
5	1		0
	2		0
	3		0
	4		0
	5		0
		0.00	0
<b>TOTAL DIRECT COST</b>			300
	1	% 1.00	0
	2	% 1.00	0
	3	% 1.00	0
	4	% 1.00	0
	5	% 1.00	0
<b>TOTAL UPOLSTRY</b>		1 EACH	300





**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TEXAS**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE			
FIRE EQUIPMENT, BED & PUMP OL' STREAKER RESTORATION		QTY	UNIT	UNIT COST	TOTAL COST
<b>HOSE REEL</b>					
1 HOSE REEL REHAB					
	1 New Chrome Hand Crank Hose Reel	1	EACH		0
	2 Hose Nozel			0.00	0
	3 New Hose for Reel			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
				0.00	0
2 Wood Mounted Box					
	1 New SCBA Wood Box			0.00	0
	2 New Second Wood Box			0.00	0
	3 Repaint and Mount Poss Pressure Fan			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
	7			0.00	0
				0.00	0
3					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
	7			0.00	0
	5			0.00	0
				0.00	0
4					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
				0.00	0
5					
	1			0.00	0
	2			0.00	0
	3			0.00	0
	4			0.00	0
	5			0.00	0
	6			0.00	0
	7			0.00	0
	5			0.00	0
				0.00	0
<b>TOTAL DIRECT COST</b>				0.00%	0
	1		% 1.00	0.00%	0
	2		% 1.00	0.00%	0
	3		% 1.00	0.00%	0
	4		% 1.00	0.00%	0





**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TEXAS**

ESTIMATE DETAIL SHEET FIRE EQUIPMENT, BED & PUMP OL' STREAKER RESTORATION	CONCEPTUAL ESTIMATE			
	QTY	UNIT	UNIT COST	TOTAL COST
5	%	1.00	0.00%	0
<b>TOTAL HOSE REEL</b>	<b>1</b>	<b>EACH</b>	0.00	0



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TEXAS**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
FIRE EQUIPMENT, BED & PUMP OL' STREAKER RESTORATION		QTY	UNIT
		UNIT	TOTAL COST
		COST	COST
<b>WOODEN LADDER</b>			
1	1 Rehab Wood Ladder	EACH	0.00
2		1 EACH	0.00
3			0.00
4			0.00
5			0.00
			0.00
2			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
3			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
4			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
5			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
<b>TOTAL DIRECT COST</b>			0.00%
			0
1		% 1.00	0.00%
			0
2		% 1.00	0.00%
			0
3		% 1.00	0.00%
			0
4		% 1.00	0.00%
			0
5		% 1.00	0.00%
			0
<b>TOTAL WOODEN LADDER</b>		1 EACH	0.00
			0



**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TEXAS**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
FIRE EQUIPMENT, BED & PUMP		UNIT	TOTAL
OL' STREAKER RESTORATION		QTY	COST
<b>PIKE POLE</b>			
1	1 Rehab Pike Pole	1 EACH	2,500.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
8			0.00
9			0.00
			0.00
			2,500
2			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
3			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
4			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
5			0.00
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
			0.00
			0
<b>TOTAL DIRECT COST</b>			0.00%
			2,500
1		% 1.00	0.00%
2		% 1.00	0.00%
3		% 1.00	0.00%
4		% 1.00	0.00%
5		% 1.00	0.00%
<b>TOTAL PIKE POLE</b>		<b>1 EACH</b>	2,500.00
			2,500



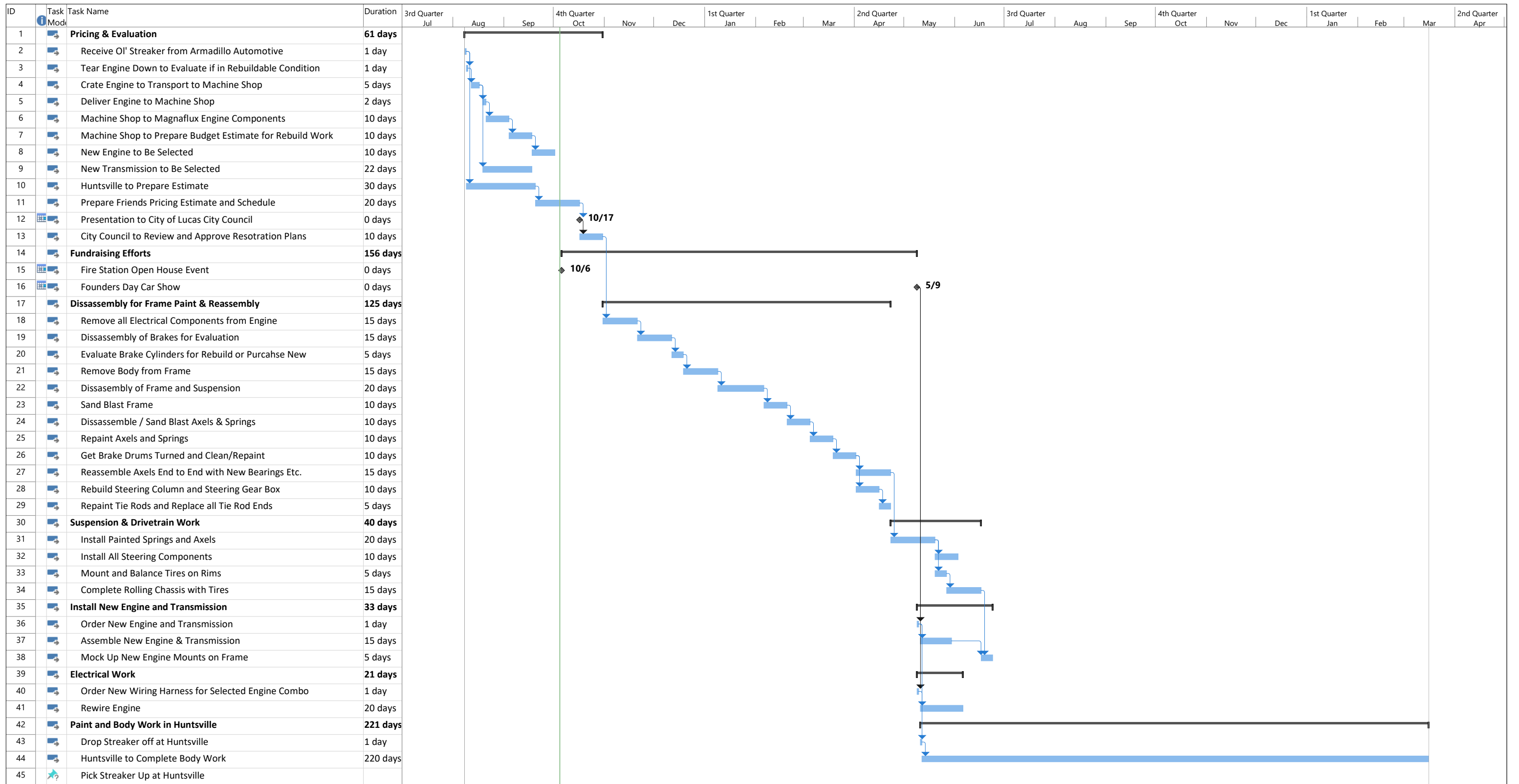
**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TEXAS**

ESTIMATE DETAIL SHEET FIRE EQUIPMENT, BED & PUMP OL' STREAKER RESTORATION	CONCEPTUAL ESTIMATE		
	QTY	UNIT	TOTAL COST

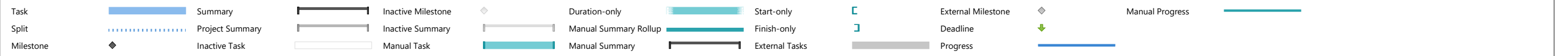


**SCHEMATIC ESTIMATE  
OL' STREAKER RESTORATION  
LUCAS, TEXAS**

ESTIMATE DETAIL SHEET		CONCEPTUAL ESTIMATE	
FIRE EQUIPMENT, BED & PUMP OL' STREAKER RESTORATION		QTY	UNIT
		UNIT COST	TOTAL COST
<b>MISCELLANEOUS FIRE EQUIPMENT</b>			
1	1 Foldable & Removable Benches	0.00	0
	2 Removable Casket Roller System	0.00	0
	3 **By Retired Chief Tellier**	0.00	0
	4	0.00	0
	5	0.00	0
		0.00	0
2	Rehab Pump Panel		
	1 Rehab Gages	0.00	0
	2 Re Chrome Fittings/Handles & Hardware	0.00	0
	3	0.00	0
	4	0.00	0
	5	0.00	0
		0.00	0
3	1 New Fittings & Hoses	0.00	0
	2 Remove Pump & Transfer Case	0.00	0
	3 Build Plate for Manifold When Pump Removed	0.00	0
	4 Rebuild/Rechrome Hard Suction Hose	0.00	0
	5	0.00	0
		0.00	0
4	1	0.00	0
	2	0.00	0
	3	0.00	0
	4	0.00	0
	5	0.00	0
		0.00	0
5	1 Engine Stand Mount for Historic Engine	1,250.00	0
	2 Paint for Stand and Transmission & Pump	0.00	0
	3	0.00	0
	4	0.00	0
	5	0.00	0
		0.00	0
<b>TOTAL DIRECT COST</b>		0.00%	0
1		% 1.00	0.00%
2		% 1.00	0.00%
3		% 1.00	0.00%
4		% 1.00	0.00%
5		% 1.00	0.00%
<b>TOTAL MISCELLANEOUS FIRE EQUIPMENT</b>		1 EACH	0.00



Project: Streaker Restoration Sc  
Date: Sat 10/5/19





# City of Lucas

## City Council Agenda Request

### October 17, 2019

Item No. 06

Requester: City Secretary Stacy Henderson

#### **Agenda Item Request**

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Discuss the board/commission appointment process for December 2019.

#### **Background Information**

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In December 2019, the board members outlined below have terms expiring. Each board member has indicated they would like to serve another term. Reappointment consideration will be taking place at the December 5, 2019 City Council meeting. Currently there are no vacancies on any board or commission.

<b>Planning and Zoning Commission</b>	
<i>Board Member</i>	<i>Reappointment Consideration for 2-year term</i>
Peggy Rusterholtz	Yes
David Keer	Yes
Tim Johnson	Yes
<b>Board of Adjustment</b>	
Tom Redman	Yes
Chris Bierman	Yes
James Foster	Yes
Michael Dunn	Yes
<b>Parks Board</b>	
Ken Patterson	Yes
Bill Esposito	Yes
Debra Guillemaud	Yes

During the February 21, 2019 City Council meeting, the Council outlined the following guidelines regarding the board appointment process:

- Appointments take place in December annually
- Hold a Meet and Greet Reception, separate from a Council meeting, for prospective applicants and existing board members
- Have presentation materials available for each board describing their responsibilities and the appointment process
- Create deadline for application submittals in order to hold Meet and Greet and conduct interviews if necessary



# City of Lucas

## City Council Agenda Request

### October 17, 2019

Staff has outlined the following timeline for the board appointment process should the Council want to proceed with a Meet and Greet reception and recruitment of board members. Currently there are no vacant positions, therefore staff was looking for direction on the following items:

- Board application deadline of Monday, November 18, 2019 advertised in the November Lucas Leader and on the City's website.
- Hold Meet and Greet before the Council meeting on November 21, 2019 from 6 – 7 pm
- Conduct reappointment process and interviews if needed at the December 5, 2019 City Council meeting

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

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1. Minutes of the February 21, 2019 City Council meeting.

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

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NA

#### **Recommendation**

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Given that all boards and commissions are full at this time, Staff recommends not holding a meet and greet reception or promoting in the newsletter at this time.

#### **Motion**

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I make a motion to conduct the following items associated with the board appointment process:

- 1.





**City of Lucas  
City Council Meeting  
February 21, 2019  
7:00 P.M.**

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

**MINUTES**

**Call to Order**

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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 Tim Baney  
Councilmember Steve Duke  
Councilmember Philip Lawrence  
Councilmember Debbie Fisher

**Staff Present:**

City Manager Joni Clarke  
City Secretary Stacy Henderson  
City Attorney Joe Gorfida  
City Engineer Stanton Foerster  
Development Services Director Joe Hilbourn  
Fire Chief Ted Stephens  
Finance Director Liz Exum  
Building Inspector Scott DeJong

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**

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**1. Citizen Input.**

There was no citizen input at this meeting.

**Community Interest**

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**2. Community Interest.**

- A. Discuss pending legislation that is being considered by the 86th Legislature and provide guidance to City Staff and City Attorney.

There was no legislative update given at this meeting.

Mayor Olk discussed other items of community interest that included the Texas Trash Off Cleanup event scheduled for April 6, 2019 that would coincide with the electronic recycling event also scheduled for that same day. Mayor Olk noted that the City's Founders Day event was scheduled for May 11 from 12 Noon to 4 pm, and Mayor Pro Tem Peele encouraged residents to donate to the Stick Horse Rodeo event and participate in the day's activities. Mayor Olk noted that the City would be holding their General and Special Election on May 4 that included City Council seats 5 and 6 on

the ballot as well as renewing the Fire District along with the one-half percent sales tax allocated towards the district. Early voting would be held April 22 through April 30.

Mayor Pro Tem Peele discussed mosquito control safety measures pertaining to horses, livestock, and other insects, and referred to a newsletter article in the March edition of the Lucas Leader for more information.

Mayor Olk discussed the City's 60th Anniversary celebration held on February 19 and thanked Councilmember Fisher for her historical displays at the event. Mayor Olk informed the Council that Lucas Family Dental would be having their ribbon cutting ceremony on February 27 at 11am if any Councilmembers could attend. Councilmember Fisher stated she would be in attendance.

Chief Stephens informed the Council that the new fire engine was tentatively scheduled to arrive in Lucas by the end of March.

Councilmember Lawrence stated that the Lovejoy High School basketball team had advanced to the next round in the playoffs and encouraged citizens to come out and support the team.

Councilmember Fisher stated that the Technology Committee would be meeting March 12 and encouraged citizens to attend.

## Consent Agenda

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### 3. Consent Agenda.

- A. Approval of the minutes of the February 7, 2019 City Council meeting.
- B. Approval of the City of Lucas Investment Report for quarter ending December 31, 2018.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

## Public Hearing Agenda

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### 4. Conduct the first of two public hearings for the voluntary annexation requested by Gary Cobb for a tract of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.696 acres, otherwise known as 2020 East Lucas Road.

Building Inspector Scott DeJong gave a presentation explaining that the property owner entered into an annexation agreement in September of 2014. A building permit and annexation application has been filed as part of the development agreement. This annexation was voluntary but required two public hearings.

Mayor Olk opened the public hearing at 7:13pm, there being no one wishing to speak, and the public hearing was closed.

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

- 5. Conduct the second of two public hearings for the voluntary annexation requested by Gary Cobb for a tract of land located in the Montgomery Birch Survey, Abstract A0115, Tract 19, being all of 10.696 acres, otherwise known as 2020 East Lucas Road.**

Building Inspector Scott DeJong stated that this was the second required public hearing for this annexation request.

Mayor Olk opened the public hearing at 7:14 pm, there being no one wishing to speak, the public hearing was closed.

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

## **Regular Agenda**

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Mayor Olk announced that the Council would be discussing Agenda Item 11 at this time.

### **11. Discuss FM 1378 Maintenance Project by the Texas Department of Transportation.**

Brenan Honey, Collin County Engineer for TxDOT discussed project updates with the City Council related to TxDOT roadways. The first project Mr. Honey discussed was the maintenance safety project for FM 1378 stating that the safety project would extend from White Rock Creek Bridge south of Stacy Road all the way down to Parker Road. He explained that the roadway would most likely have 3-foot shoulders and they would be upgrading approximately 200 driveways associated with this project and 17 culverts. Mr. Honey stated that they would level up and provide a base repair with three-quarter inch overlay high pressure open course asphalt. That allows for better drainage. Mr. Honey noted that the project would be going to bid in May and approximately two months later construction would begin. The project would begin with drainage. Rumble strips, new signage and new striping would all be included in the maintenance project and would take approximately 13 months to complete.

Mr. Honey further explained that the next TxDOT project scheduled would be the intersection improvements at the Bait Shop (Lucas Road and Southview Drive). He noted that the survey had been completed, traffic data was being finalizing along with utility investigation for the area. Mr. Honey stated that TxDOT would be meeting with property owners in May/June and there was a possibility that a public hearing may have to be held. He noted that they were working with a consultant to assess options for the intersection to identify the best footprint possible allowing for increased traffic movement and turn lanes.

Mayor Olk stated that the intersection was a concern due to the traffic congestion. He reminded Mr. Honey that the City partnered with Collin County to purchase the vacant property at that intersection to assist with improvements to the area. Mayor Olk stated that the City would like to meet with TxDOT once plans were ready for the intersection improvements, and clarified that the additional shoulder work was needed to allow vehicles to pull over when emergency vehicles needed to pass.

Mr. Honey discussed adding turn lanes and the need to potentially move traffic signals as part of the safety project.

Councilmember Fisher asked if a left turn lane would be added to the Estates Parkway intersection improvements.

Mr. Honey stated that they would be widening the intersection to provide left turn lanes and would most likely have to build a temporary turn lane in order to move traffic through the Bait Shop intersection.

Mr. Honey stated that he could provide the City with further updates in May or June once they have more details on the projects.

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

Mayor Olk moved back to Agenda Item No. 6 on the Regular Agenda.

**6. Consider the acceptance and approval of the City of Lucas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2017-2018 presented by BrooksWatson & Co**

Mike Brooks, with BrooksWatson CPA's, gave a presentation on the City's Annual Financial Report. He discussed the audit process, the City's assets, general fund balance, general fund revenue and expenditures, as well as utility fund revenue and expenditures. Mr. Brooks stated that the City had prepared a comprehensive annual financial report and gone above and beyond the standard reporting requirements.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Fisher to accept the Comprehensive Annual Financial Report for fiscal year 2017-2018. The motion passed unanimously by a 7 to 0 vote.

**7. Consider the renewal of the Lovejoy ISD EMS Services Contract.**

Chief Stephens gave a presentation stating that the contract with Lovejoy ISD for emergency medical services provided at their football games was an automatic renewal contract that was up for renewal.

Chief Stephens explained how calls were responded to while an apparatus was located at the football game and coverage that occurred at the fire station to respond to emergency calls. He noted that Medic 862 covers the game while Medic 861 covers the City. Should Medic 861 be on another call, mutual aid would be dispatched. Chief Stephens noted that 21 of the 25 games were covered using volunteer emergency responders.

Councilmember Duke asked if the contract covered the costs associated with working the games and potentially transporting patients.

Chief Stephens stated that the contract did cover costs appropriately and an overtime rate was used in the contract calculation for services provided.

Mayor Olk stated that for future updates, a memorandum could be sent annually regarding the status of this coverage being provided.

The City Council was in agreement to continue the contract with automatic renewals.

**8. Consider approving Resolution R 2019-02-00480 supporting the City of Lucas applying for the FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.**

Chief Stephens stated that the SAFER grant was available to apply for but was requesting permission to apply as this was a cost sharing grant where the City would have to provide a certain amount of funding. Chief Stephens stated that the grant provided funding to increase the number of trained front line firefighters. He further explained that the grant provided for 75 percent of the actual costs incurred in each of the first and second years of the grant, and 35 percent of actual costs incurred in the third year of the grant.

Chief Stephens reviewed with the Council the City's projected annual contributions associated with adding three full-time firefighters.

Finance Director Liz Exum explained how the tax rate could be affected with adding additional staff members. Ms. Exum discussed the tax rate and maintenance and operations increases that would equate to a 4.26 percent increase in year one. Ms. Exum reviewed each year and the potential affect it would have on the budget and tax rate. Ms. Exum further explained that the calculations did not include adjusted tax values for 2019 or new properties added to the tax role as of January 1, 2019.

Mayor Olk stated that the projections did not anticipate growth, and if staff members were increased, it could trigger an election if revenue caps are put in place during this legislative session.

Councilmember Millsap noted that years 1, 3 and 4 would require an election because the City would be asking for an eight percent increase in the tax rate.

The Council discussed how disbursement of the grant funds was applied, how funding would be disbursed if personnel hired as part of the grant left the City, and the need for additional firefighters as the City grows.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to approve Resolution R 2019-02-00480 supporting the City of Lucas applying for the FY 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The motion passed unanimously by a 7 to 0 vote.

#### **9. Discuss timeline for Capital roadway and water projects.**

City Engineer Stanton Foerster explained the capital project timeline outlining projects that were in the design phase and the construction phase.

Councilmember Millsap stated the schedule was easy to read and manage for future projects.

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

#### **10. Consider authorizing the City Manager to negotiate and enter into separate contracts for the construction of Stinson Road (Bid #015-19), Blondy Jhune Road (Bid #016-19), and Winningkoff Road (Bid #017-19) with McMahan Contractor in the amount not to exceed \$6,775,235.14 plus a five percent contingency of \$338,762 for a total of \$7,113,997.14.**

City Engineer Stanton Foerster stated that pre-bid meetings were held and McMahan Contractor submitted the lowest bid. Mr. Foerster stated that the City expects timely completion of the contract with the timeframes indicated by McMahan's bid. He outlined that the City may assess liquidated

damages in the amount of \$500 per day for Winningkoff and \$1,000 per day for Stinson and Blondy Jhune for each day the project was delayed in completion.

Councilmember Fisher expressed concern related to drainage drawings that depict using right of way on resident's property and funding had not been allocated for that acquisition.

Mr. Foerster stated that homes on Blondy Jhune from the Hendrix Farm to the west bridge were considered prescriptive right of way, and prescriptive right of way would not be obtained. However, construction access may be needed in those areas. The City would obtain construction easements, but if the property owner did not want to participate, they would not be required to do so.

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Baney, to authorizing the City Manager to negotiate and enter into separate contracts for the construction of Stinson Road, Blondy Jhune Road, and Winningkoff Road with McMahon Contractor in the amount not to exceed \$6,775,235.14 plus a five percent contingency of \$338,762 for a total of \$7,113,997.14. The motion passed unanimously by a 7 to 0 vote.

## **12. Consider setting a policy for the board/commission appointment process.**

Councilmember Duke stated that it was brought to his attention that several applicants were confused about the appointment process and expectations. He discussed how board appointments had been handled differently and believed it would be beneficial to have a policy in place to convey the same message to prospective applicants.

The Council discussed how the board appointment process had evolved through the years and various ways in which the appointment process could be handled.

Mayor Pro Tem Peele suggested applications be accepted throughout the year and a one-time appointment process took place in December, including existing board members that were up for reappointment. Mayor Pro Tem Peele stated that she would like to maintain the option to hold interviews for the Board of Adjustment in Executive Session.

Mayor Olk noted that he was in favor of holding a Meet and Greet reception inviting new applicants and existing board members to the event. During the event, Councilmembers could provide information about the various boards and volunteer opportunities, additional interviews could be held if needed, and appointments would take place in December. Mayor Olk noted that the Meet and Greet reception could take place several months before the appointment process in December.

Councilmember Fisher stated that she would volunteer to be part of a subcommittee to formulate a policy.

The City Council was in agreement with the following guidelines regarding the board appointment process:

- Appointments take place in December annually
- Hold Meet and Greet Reception, separate from Council meeting, for prospective applicants and existing board members

- Have presentation materials available for each Board describing their responsibilities and the appointment process
  - Create deadline for application submittals in order to hold Meet and Greet and conduct interviews if necessary.
- 13. Consider the Fiscal Year 19/20 budget calendar(s) being proposed for the fiscal year 19/20 budget process.**

Finance Director Liz Exum presented the budget calendars depicting various meeting dates needed depending whether the effective tax rate was used or a tax rate that went beyond the effective tax rate.

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Fisher to approve the calendar dates as presented. The motion passed unanimously by a 7 to 0 vote.

### **Executive Session Agenda**

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**14. Executive Session.**

An Executive Session was not held at this meeting.

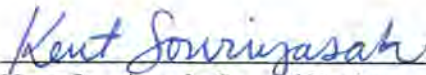
**15. Adjournment.**

**MOTION:** A motion was made by Councilmember Millsap, seconded by Councilmember Duke to adjourn the meeting at 9:01 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

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

ATTEST:

  
 \_\_\_\_\_  
 Kent Souriyasak, Special Projects  
 Coordinator for  
 Stacy Henderson, City Secretary





# City of Lucas City Council Agenda Request October 17, 2019

Requester: Mayor Jim Olk

## **Agenda Item Request**

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### **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 Manager.

## **Background Information**

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NA

## **Attachments/Supporting Documentation**

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NA

## **Budget/Financial Impact**

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NA

## **Recommendation**

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NA

## **Motion**

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NA





# City of Lucas

## City Council Agenda Request

### October 17, 2019

Requester: Mayor Jim Olk

#### **Agenda Item Request**

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

#### **Background Information**

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NA

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

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NA

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA