



**AGENDA**  
**CITY COUNCIL MEETING**  
November 18, 2021 | 7:00 PM  
Council Chambers | Video Conference  
City Hall | 665 Country Club Road, Lucas, Texas

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*Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, November 18, 2021, beginning at 7:00 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651 and by video conference, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.*

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, members may attend and participate in a meeting remotely by video conference, when a quorum of the members and the presiding officer will be physically present at the location noted above on this agenda.

To join the meeting, please click this URL:

<https://us06web.zoom.us/j/95534828374?pwd=ZkJ5cTZkVWNEEL3o0WFNCQXBjQ0RvZz09>

and enter your name and email address.

Join by phone: 1-346-248-7799

Webinar ID: 955 3482 8374

Passcode: 712285

If you would like to watch the meeting live, and not participate via Zoom, you may go to the City's live streaming link at <https://www.lucastexas.us/live-streaming-videos/>.

**How to Provide Input at a Meeting:**

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

**Speak Remotely Via Zoom:** If you would like to attend a meeting remotely and speak via Zoom, email the City Secretary at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by 4:00 pm noting the item you wish to speak on and noting your attendance will be remote. Please note, any requests received after 4:00 pm will not be included at the meeting.

**Submit Written Comments:** If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email the City Secretary at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us) by no later than 4:00 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 4:00 pm will not be included at 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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1. Citizen Input

## Community Interest

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*Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.*

2. Items of Community Interest

## Consent Agenda

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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. Approval of the minutes of the November 4, 2021, City Council meeting. **(City Secretary Stacy Henderson)**

## Regular Agenda

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4. Receive a presentation from Chris Meszler, BCC Engineering, on the status of the medians and drainage easements for West Lucas Road Reconstruction Project from South Angel Parkway (F.M. 2551) to Country Club Road, and provide direction to the City Manager, if desired. **(Public Works Director Scott Holden, Chris Meszler, BCC Engineering)**
5. Provide direction to staff on submitting a grant application to be considered for the Texas Recreational Trails Program by the Texas Parks and Wildlife Department. **(Assistant to the City Manager Kent Souriyasak)**
6. Consider adopting Ordinance 2021-11-00940 approving amendments to the City's Code of Ordinances, Chapter 13, Utilities, Article 13.02 Water System. **(Public Works Director Scott Holden)**
7. Consider the process to acquire the services of a qualified solid waste and recycling service provider, identify the services to be provided to the citizens of Lucas, and provide guidance to the City Manager. **(Assistant to the City Manager Kent Souriyasak, City Secretary Stacy Henderson, Graduate Intern Kevin Becker)**
8. Consider dismissal of Parks and Open Space Board member Tommy DeWitt and consider filling vacancy. **(Councilmember Tim Baney, City Council)**

9. Consider approving Resolution R 2021-11-00523 and cast votes for the Collin Central Appraisal District Board of Directors. **(City Council)**
10. Discuss update from City Attorney regarding the Global Opioid Settlement and consider approving Resolution R 2021-11-00522 adopting the Texas Term Sheet and its intrastate allocation schedule regarding the global opioid settlement and authorizing the City Manager to execute any other necessary documents for such settlement. **(City Attorney Joe Gorfida)**

## **Executive Agenda**

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11. Executive Session.

An Executive Session is not scheduled for this meeting.

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 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.

12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
13. 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 November 12, 2021.*

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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

### November 18, 2021

Item No. 01

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**  
**November 18, 2021**

Item No. 02

Requester: Mayor Jim Olk

**Agenda Item Request**

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Items of Community Interest

**Background Information**

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NA

**Attachments/Supporting Documentation**

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NA

**Budget/Financial Impact**

---

NA

**Recommendation**

---

NA

**Motion**

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NA



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Requester: City Secretary Stacy Henderson

#### **Agenda Item Request**

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Consent Agenda:

- A. Approval of the minutes of the November 4, 2021, City Council meeting.

#### **Background Information**

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NA

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

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1. Minutes of the November 4, 2021 City Council meeting.

#### **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/deny the Consent Agenda as presented.



# MINUTES CITY COUNCIL REGULAR MEETING

November 4, 2021 | 7:00 PM  
Council Chambers | Video Conference  
City Hall | 665 Country Club Road, Lucas, Texas

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## City Councilmembers Present:

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

## City Staff Present:

City Manager Joni Clarke  
City Secretary Stacy Henderson  
Development Services Director Joe Hilbourn  
Public Works Director Scott Holden

The regular City Council meeting was called to order at 7:00 pm.

## 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

Mayor Olk discussed upcoming community events related to the Arbor Day and electronic recycling event, service tree award program nominations, and the Lucas Country Christmas event.

## Consent Agenda

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### 3. Consent Agenda:

- A. Approval of the minutes of the October 21, 2021, City Council meeting.
- B. Authorize the City Manager to enter into an Agreement for Information Technology Support and Maintenance between Baxter I.T. Consulting Services and the City of Lucas.
- C. Approval of Resolution R 2021-11-00521 of the City of Lucas, Texas opposing the proposed domestic wastewater treatment facility permit applied for by Restore the Grasslands LLC and Harrington/Turner Enterprises, LP in Collin County, Texas located in the extraterritorial jurisdiction of Parker, Texas and adjacent to residential subdivisions within the City of Murphy, Texas.

The City Council removed Agenda Item 3C from the Consent Agenda for further discussion.

**MOTION:** A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to approve Agenda Items 3A and 3B on the Consent Agenda. The motion passed unanimously by a 7 to 0 vote.

## **Regular Agenda**

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**3C. Approval of Resolution R 2021-11-00521 of the City of Lucas, Texas opposing the proposed domestic wastewater treatment facility permit applied for by Restore the Grasslands LLC and Harrington/Turner Enterprises, LP in Collin County, Texas located in the extraterritorial jurisdiction of Parker, Texas and adjacent to residential subdivisions within the City of Murphy, Texas.**

The City Council discussed the entities that should receive a copy of the Resolution, including the Cities of Parker and Murphy.

Mayor Olk requested the resolution be amended to include information regarding the regional approach to existing wastewater treatment facilities rather than isolated pockets of wastewater treatment plants.

**MOTION:** A motion was made by Mayor Olk seconded by Councilmember Baney to approve Resolution R 2021-11-00521 of the City of Lucas opposing the proposed domestic wastewater treatment facility permit applied for by Restore the Grasslands LLC and Harrington/Turner Enterprises, LP in Collin County, Texas located in the extraterritorial jurisdiction of Parker, Texas and adjacent to residential subdivisions within the City of Murphy, Texas with the amendment to add information pertaining to the regional approach to existing wastewater treatment facilities. The motion passed unanimously by a 7 to 0 vote.

**4. Consider a presentation by Texas Department of Transportation (TxDOT) Area Engineer Jennifer Vorster, PE, regarding the feasibility of widening Country Club Road (FM 1378) from Parker Road to Stacy Road.**

Jennifer Vorster with the Texas Department of Transportation gave a presentation discussing existing and forecasted traffic on Country Club between Parker Road to Stacy Road and how traffic counts were evaluated. Ms. Vorster discussed possible design layouts for Country Club based on NCTCOG and TxDOT standards that would include sidewalks and bar ditches. Ms. Vorster also discussed timelines for public meetings, public input, stakeholder meetings and when feasibility and environmental studies would be conducted. Ms. Vorster stated at this time, this was an information meeting only to discuss what's to come.

The City Council shared with TxDOT their concerns with the project, discussed the widening of Angel Parkway that would absorb some of the additional traffic, the need to have NCTCOG reevaluate the classification of Lucas as being an urban city, as it was a rural community. The City Council also discussed how sidewalks should not be included in the design, as there were not sidewalks in Lucas, and appropriate drainage for the area, as well as proposed roadway widths, but were based on an urban design.



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

**5. Consider adopting Ordinance 2021-11-00939 approving amendments to the City's Code of Ordinances, Chapter 10 Subdivisions, Article 10.03 Subdivision and Development Regulations.**

The City Council discussed amendments made regarding drainage, tree surveys, platting requirements for minor plats, and private roadways and sidewalks.

The Council added to Section 10.03.037(l) , the language “as required by state law” so the sentence reads “A preliminary plat shall be considered approved by the city council unless it is disapproved within that period as required by state law.”

**MOTION:** A motion by Mayor Pro Tem Peele, seconded by Councilmember Fisher to adopt Ordinance 2021-11-00939 approving amendments to the City's Code of Ordinances, Chapter 10 Subdivisions, Article 10.03 Subdivision and Development Regulations and adding the language “as required by state law” to Section 10.03.037(l). The motion passed unanimously by a 7 to 0 vote.

**6. Consider amending FY 21/22 budget by appropriating \$192,025.00 from unrestricted General Fund Reserves to account 11-809-303 Drainage to address outstanding drainage concerns in Claremont Springs Phase 1.**

Joe Hilbourn gave a presentation and recommended asking the homeowners association to install landscaping around the culverts upon completion.

The City Council deliberated the cost associated with having the homeowners association complete the landscaping and the amount of funds needed to complete.

Susan Oliver, resident at 2080 Claremont Drive, and President of the homeowners association was in favor of the City installing Bermuda grass upon completion of the project. She noted that all but one resident affected by the culvert has Bermuda grass.

**MOTION:** A motion was made by Councilmember Fisher seconded by Councilmember Johnson to approve amending FY 21/22 budget by appropriating \$192,025.00 from unrestricted General Fund Reserves to account 11-809-303 Drainage to address outstanding drainage concerns in Claremont Springs Phase 1. The motion passed unanimously by a 7 to 0 vote.

**7. Consider amending FY 21/22 budget by appropriating \$110,758.00 from unrestricted General Fund Reserves to account 11-8209-302 Culverts to address culvert and paving concerns on Brookhaven Ranch Road.**

Development Services Director Joe Hilbourn gave a presentation regarding the culverts that were deteriorating on Brookhaven Ranch Road.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Johnson to approve amending FY 21/22 budget by appropriating \$110,758.00 from unrestricted General Fund Reserves to account 11-8209-302 Culverts to address

culvert and paving concerns on Brookhaven Ranch Road. The motion passed unanimously by a 7 to 0 vote.

**8. Discussion regarding the EastTex Regional Community Emergency Response Team (CERT).**

Assistant Fire Chief Lance Gant discussed the EastTex Regional Community Emergency Response Team opportunity that was available for citizens that were interested in being a CERT member. Partnering with the EastTex CERT provided the City with more resources, and provides opportunities for citizens to operate on a regional level all over the state.

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

**9. Consider board/commission applications to be interviewed by the City Council to fill board vacancies or prospective board positions and consider board/commission reappointments to the Parks and Open Space Board, Board of Adjustment and Planning and Zoning Commission for a two-year term expiring December 31, 2023.**

**MOTION:** A motion was made by Mayor Olk, seconded by Councilmember Keer to approve reappointing Commissioners Peggy Rusterholtz, Adam Sussman and Chris Bierman to the Planning and Zoning Commission for a two-year term expiring December 31, 2023. The motion passed unanimously by a 7 to 0 vote.

**MOTION:** A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to approve reappointing Board of Adjustment members Tom Redman, Brenda Rizos, Brian Stubblefield, and Sean Watts to the Board of Adjustment for a two-year term expiring December 31, 2023. The motion passed unanimously by a 7 to 0 vote.

**MOTION:** A motion was made by Councilmember Baney, seconded by Councilmember Johnson to approve reappointing Parks Board members Ken Patterson, Bill Esposito and Pam Poteete to the Parks and Open Space Board for a two-year term expiring December 31, 2023. The motion passed unanimously by a 7 to 0 vote.

The City Council will discuss any attendance concerns, board member dismissal, and possible interview of applicants at the November 18, 2021 City Council meeting.

**10. Discuss update from City Attorney regarding the Global Opioid Settlement and consider approving Resolution R 2021-11-00522 adopting the Texas Term Sheet and its intrastate allocation schedule regarding the global opioid settlement.**

**MOTION:** A motion was made by Councilmember Lawrence, seconded by Councilmember Johnson to table this item to the November 18, 2021 City Council meeting due to the absence of the City Attorney. The motion passed unanimously by a 7 to 0 vote.

## Executive Agenda

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**11. Executive Session.**

An Executive Session was not held at this meeting.

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

An Executive Session was not held at this meeting.

**13. Adjournment.**

**MOTION:** A motion was made by Councilmember Johnson seconded by Councilmember Lawrence to adjourn the meeting at 8:55 pm. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

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Mayor Jim Olk

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City Secretary Stacy Henderson



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Requester: Public Works Director Scott Holden  
Chris Meszler, BCC Engineering

#### **Agenda Item Request**

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Receive a presentation from Chris Meszler, BCC Engineering, on the status of the medians and drainage easements for West Lucas Road Reconstruction Project from South Angel Parkway (F.M. 2551) to Country Club Road, and provide direction to the City Manager, if desired.

#### **Background Information**

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The City of Lucas entered into an interlocal agreement with Collin County for the reconstruction of West Lucas Road in December 2020. The reconstruction includes the widening of existing roadway to four lane divided roadway with grassed median and open drainage / roadside ditch system. The proposed roadway pavement is designed for 30-year service life and will maintain a 50 MPH posted speed. BCC Engineering began work on the design of the project based on an agreement executed in late March of 2021. This item presents an update on the progress of medians and drainage easements.

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

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NA

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

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NA

#### **Recommendation**

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No recommendation. This project is currently funded and is proceeding as scheduled. This item is a status update.

#### **Motion**

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No motion is required. City Council may wish to provide input on the median and drainage easement progress of the project.



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Requester: Assistant to the City Manager Kent Souriyasak

### **Agenda Item Request**

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Provide direction to staff on submitting a grant application to be considered for the Texas Recreational Trails Program by the Texas Parks and Wildlife Department.

### **Background Information**

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The Texas Parks and Wildlife Department (TPWD) administers the Texas Recreational Trails Program which support the creation or significant rehabilitation of public-use trail opportunities through the state of Texas. Projects must remain open and maintained for public use for at least 20 years after the completion of the trail project. Program funds can be spent on both motorized and non-motorized publicly accessible recreational trail projects, including:

- Construction of new recreational trails,
- Improvement of existing trails,
- Development of trailhead or trailside facilities, and
- Acquisition of trail corridors.

Funding provided by the program is on a cost reimbursement basis. Project sponsors will be reimbursed up to 80 percent of allowable costs after submitting documentation of expenses. 20 percent of the project cost must come from matching funds. For non-motorized trail projects, individual grant awards can be awarded up to \$300,000. For motorized trail projects, the award limit is \$600,000.

The grant application opened on November 1, 2021 and closes on February 1, 2022.

In 2019, the City of Lucas submitted a project application for phase one of the Lucas Community Trail Loop to be considered for TxDOT's Safe Routes to School (SRTS) grant program. The project was not selected by TxDOT for the SRTS program. The Texas Recreational Trails Program provides an opportunity to help potentially fund a section of the trail loop.

Staff is seeking direction from the City Council if the City should pursue and submit a grant application to the TPWD Texas Recreational Trails Program.

### **Attachments/Supporting Documentation**

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1. Texas Parks and Wildlife Department (TPWD) Recreational Trails Program Guidance and Grant Application Instructions
2. Lucas Community Trail Loop (2019 Safe Routes to School Project)
3. Trails Master Plan



**City of Lucas**  
**City Council Agenda Request**  
**November 18, 2021**

**Budget/Financial Impact**

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Project costs and funding are undetermined at this time. Before preparing a potential project for consideration, staff is seeking direction from the City Council if the City should pursue the grant application from the TPWD Texas Recreational Trails Program.

In 2019, the total estimated cost of construction for phase one of the Lucas Community Trail Loop was \$3,260,377. This proposed project was not selected for funding by TxDOT for the Safe Routes to School (SRTS) program.

**Recommendation**

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N/A

**Motion**

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There is no motion required.

**Texas Parks & Wildlife Department  
Recreation Grants Branch**

# **Recreational Trails**

## **Program Guidance and Grant Application Instructions**

**Revised October 2021**

**(PWD 1067B-P4000)**



**Deadline: February 1<sup>st</sup>**

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SAM / DUNS Registration.....	15

**Texas Parks & Wildlife Department**  
**Texas Recreational Trails Program – Grant Application Instructions**

**You must read all application instructions and other grant preparation resources prior to completing your application. Download and read the instructions here: [Recreation Grants Online Resources](#).**

Cost effectiveness is an extremely important selection criterion. Proposals that maximize new trail opportunities across the state are most successful in this highly competitive grant competition. Project proposals that seek to fund trail rehabilitation of existing routes or trail support facilities should justify that these funding items are valuable improvements in great need by the community. More non-trail items in a grant budget often means that your proposal is less competitive in the grant pool.

Your application package should clearly and concisely express the recreational value of the trail project, show how the project was designed with the site's unique natural and cultural resource character in mind, note any meaningful trail or community connections, demonstrate sustainable design, and articulate a well-developed project budget. Supporting documentation should include labelled and easy to understand maps and representative photographs. Refer to this document, the budget template / sample, the application instructions, and the application itself frequently while composing your project proposal application. Be sure your narratives address all items noted in the instructions and grant application headings.

**Make sure supporting documents are concise & easy to understand. Your project's maps and photographs (as well as your budget) are important documents used as informational slides during internal funding discussions regarding your grant proposal. These documents should be well-planned visual aids supporting your proposed project.**

### **Proposal Budget**

- Review the budget page in the Sample Blank Application to help you prepare your project budget in the proper format for entry into the online budget form.
- Be clear & concise with your itemized budget. Use appropriate detail and combine similar line items.
- Large single budget line items like "trail construction" should be backed up with additional detail of construction work to be performed. This detail, including contractor estimate documentation, can be included as an "Additional Optional Upload".
- Match items such as in-kind services, volunteer labor, or donated materials should be labelled as such and placed 100% on the project sponsor side of the budget. Unless balancing match, most other budget items should be split 80% - 20%, as those items will be reimbursed at 80%.
- Round all numbers up to at least the nearest whole dollar, and to the nearest hundred dollars if you are able.

### **All applications must include the following supplemental documents (uploaded as PDF files):**

1. Clearly labelled site and vicinity maps locating the trail for orientation purposes. If a professionally produced map is not available, the trail drawn and clearly labelled on a park or city map is acceptable.
2. U.S.G.S. topographic map (7.5 minute series) with the trail location drawn and labelled on map. An 8.5 x 11 inch copy of the portion of the map on which the project is located will suffice, but write the name of the quadrangle on the copy.
3. Clearly labelled photographs representative of the project site.

### **Recommended additional supporting materials (uploaded as a single multi-page PDF file):**

- Statement or Letters of Support.
- Signed statement of (public or private) land owner's willingness to allow the trail project for at least 20 years. (This is a required document if the project is not on the sponsor's land.)



Texas Parks & Wildlife Department  
Texas Recreational Trails Program – Grant Application Instructions

## RECREATIONAL TRAILS GRANT - APPLICATION INSTRUCTIONS

**THIS DOCUMENT REPRESENTS THE MINIMUM AMOUNT OF INFORMATION THAT MUST BE UNDERSTOOD PRIOR TO APPLYING FOR A RECREATIONAL TRAILS GRANT IN TEXAS. READ THESE INSTRUCTIONS AND THE SAMPLE BLANK APPLICATION FULLY BEFORE BEGINNING YOUR ONLINE APPLICATION. CHECK FOR THE MOST RECENT VERSION OF ALL OF THESE DOCUMENTS ON THE [RECREATION GRANTS ONLINE RESOURCES PAGE](#). ALL APPLICATIONS MUST BE SUBMITTED THROUGH THE RGO SYSTEM. PLEASE REFER TO APPLICATION INSTRUCTIONS BEFORE INQUIRING WITH ADDITIONAL QUESTIONS.**

The Texas Parks and Wildlife Department (TPWD) administers the Texas Recreational Trails Fund (TRTF), also called the Texas Recreational Trails Program, under the approval of the Federal Highway Administration (FHWA) Recreational Trails Program (RTP). This federal program receives its funding from a portion of the federal gas taxes paid on fuel used in non-highway recreational vehicles. Funds can be spent on both motorized and non-motorized **publicly accessible recreational trail projects**, including:

- Construction of new recreational trails,
- Improvement of existing trails,
- Development of trailhead or trailside facilities, and
- Acquisition of trail corridors.

## SUCCESSFUL PROJECTS

**These grant funds are set aside for the creation or significant rehabilitation of public-use trail opportunities throughout the state of Texas. Projects must remain open and maintained for public use for at least 20 years after the completion of the trail project.**

The Texas Trails Advisory Committee and Texas Parks and Wildlife Department staff evaluates projects in terms of their overall quality, ability to serve recreational needs, cost-effectiveness, benefits, community support, innovation, geographic scope and distribution, and accommodation of barrier-free access. The highest ranked projects are typically those that make the best use of funds for trail construction and closely associated amenities, like signage and trailheads. Prior year grant awards are noted at the links below:

2021: <https://tpwd.texas.gov/newsmedia/releases/?req=20210527b>

2020: <https://tpwd.texas.gov/newsmedia/releases/?req=20200521a>

2019: <https://tpwd.texas.gov/newsmedia/releases/?req=20190522a>

2018: <https://tpwd.texas.gov/newsmedia/releases/?req=20180524a>

2017: <https://tpwd.texas.gov/newsmedia/releases/?req=20170525b>

## THIS IS A REIMBURSEMENT-BASED GRANT PROGRAM

Funding provided by this program is on a **cost reimbursement** basis. **Projects sponsors must have cash on hand** for all grant purchases and must initiate approved projects **using their own funds**. Project sponsors will be reimbursed up to **80 percent** of allowable costs **after submitting documentation of expenses**. Twenty percent of the project cost must come from matching funds. Individual trail grant awards can range from \$4,000 (with \$5,000 or more total project cost) to \$300,000 (\$375,000 or more total project cost) for non-motorized projects. The award limit for motorized trail projects is \$600,000 (\$750,000 or more total project cost). Exceptions to the award limit are limited to motorized recreation land acquisition proposals that have been discussed in advance with Texas Parks and Wildlife Department Recreational Trails Program staff. Projects will be selected for funding based on rankings made by the Texas Trails Advisory Committee made up of both motorized and non-motorized trail users. The Texas Parks and Wildlife Commission will approve and authorize funding for selected projects based on the recommendations of the Texas Trails Advisory Committee. This typically happens in late May following each grant cycle. Selected projects must comply with FHWA funding requirements and be in accordance with all state and federal laws, and executive orders.

**Texas Parks & Wildlife Department**  
**Texas Recreational Trails Program – Grant Application Instructions**

## WHO IS ELIGIBLE TO RECEIVE FUNDS

Eligible applicants include:

- Cities,
- Counties,
- State agencies (including TPWD state parks and wildlife management areas),
- Other governmental bodies created under state law such as river authorities, water districts, municipal utility districts, or public school districts,
- Federal land managers,
- Not-for-profit organizations (e.g. land conservancies, trail user groups, conservation clubs, "Friends of the Park", etc.) Organizations must be incorporated as a nonprofit with the Secretary of State or must have filed with their county to do business in the state of Texas.

Only one entity will be considered the sponsor of any proposal. Even though projects are encouraged to be undertaken as partnerships, the sponsor for the project will be the one who signs the Project Agreement, is responsible to account for the costs incurred, and will receive the reimbursements. ***If the land owner is different from the sponsor, the application must include documentation of the owner's willingness to allow the trail improvements to be constructed on their land and be open to public for a minimum of 20 years after completion of the grant project.***

To be an eligible entity, each applicant must submit a [DUNS number](#) and a verification of [System for Award Management \(SAM\)](#) registration. If you have not already registered for these, please do so immediately as they may take several weeks to receive. These registrations are necessary prerequisites to receive federal grant funds. Please see the final page of these instructions for more information on this process. Applicants must also be in good standing with the Texas Comptroller of Public Accounts to be eligible to receive any reimbursements.

## ELIGIBLE PROJECT ACTIVITIES

The following activities are permitted under this trail funding program.

1. **Construction of new recreational trails on public (federal, state, county, municipal, district, etc.) or private lands.** To receive funding for trails on private lands, the sponsor must obtain a legally binding easement, lease, or license, satisfactory to TPWD, keeping the trail open to the public for a minimum of twenty (20) years from the date of the close of the grant.
2. **Trail restoration, rehabilitation or resurfacing.** Includes rerouting or repair of areas damaged by trail use, flooding, or erosion; rehabilitation of trail tread; rehabilitation of trail facilities that have deteriorated over time; or trail accessibility upgrades.
3. **Development of trail-side and trail-head facilities.**
4. **Provision of features which facilitate access and use of trails by persons with disabilities.**
5. **Acquisition of easements or leases for trails or trail corridors.** Easements or other less than fee simple property interest must be secured for at least twenty (20) years.
6. **Acquisition of property by fee simple title when acquisition cannot be accomplished by easement.** Property acquired under this fund will be subject to continuing recreational use provision, Section 6(f) (3) of the Land and Water Conservation Fund Act. **Please contact Texas Recreational Trails Program staff if acquisition of property for a trail project site is being considered.**
7. **Educational signing to interpret natural and/or cultural resources or for proper trail etiquette.** Research, development and printing costs of educational/interpretive brochures or handouts are not eligible for reimbursement.

**Texas Parks & Wildlife Department**  
**Texas Recreational Trails Program – Grant Application Instructions**

8. **Environmental mitigation.** Provide for redesign, reconstruction, non-routine maintenance, or relocation to mitigate or minimize impact to the natural environment. Plant material is permitted as a budget item as long it is only associated with construction mitigation and/or erosion control.

Eligible Items
<ul style="list-style-type: none"> <li>• Trail construction</li> <li>• Signs and displays</li> <li>• Restrooms</li> <li>• Parking areas</li> <li>• Drinking water (water tanks, fountains, faucets)</li> <li>• Horse-watering facilities, hitching posts/corrals</li> <li>• Portable buildings for tool storage</li> <li>• Bike racks</li> <li>• Benches and picnic tables</li> <li>• Fencing or bollards</li> <li>• Trail building or maintenance tools</li> </ul>
Ineligible Items
<ul style="list-style-type: none"> <li>• Facilities that support other recreation activities (e.g., camping areas, park entry roads, non-trailside bathrooms, boat ramps, swimming areas, etc.)</li> <li>• Landscaping</li> <li>• Sidewalk(s)</li> <li>• Other Buildings (fee booth, offices, etc.)</li> <li>• Purchase of mechanized equipment</li> <li>• Non-U.S. steel or iron products</li> </ul>

**USES NOT PERMITTED WITH TEXAS RECREATIONAL TRAILS PROGRAM FUNDS**

Many of the non-permitted uses are specified in the federal act. Others have been added to the Texas program and may be changed in the future as priorities are revised.

1. Condemnation of any kind of interest in property.
2. Adding motorized uses to trails which were predominantly used by non-motorized trail users and on which motorized use was either prohibited or had not occurred, as of May 1, 1991.
3. Spending moneys on private land managed as a commercial enterprise.
4. Spending moneys on trails which are generally not open to the public. Projects which are restricted to club or community members or which are only open during scheduled events will not be eligible for funding. If a project sponsor plans to charge a nominal fee for trail use (to help cover operation and maintenance costs), this is allowable and **does not** constitute a trail closed to the general public.
5. Research and planning. This program is limited to spending on site-based trail projects (construction, maintenance, or acquisition). Some site planning, design, and engineering specifications can be funded as part of a project which results in completed trail work on the ground. Regional plans, jurisdictional plans, needs assessments, or plans for an entire park or recreational area are ineligible.
6. Sidewalks or trails that have only a transportation or access path function. Trails must be of sufficient

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length to serve the recreational use for which they are proposed. A path that only connects facilities in a park will not be considered a recreation trail.

7. Costs incurred prior to the issuance of a grant agreement will not be covered.
8. No equipment or foreign steel and iron products may be purchased using Texas RTP funds. **Buy America provisions apply to steel and iron products** that will be purchased with RTP funds and restrict the use of foreign steel and iron products, including equipment. Note that “*Buy America*”, which is specific Congressional Law for U. S. Department of Transportation funding, is different than another federal law, “*Buy American*”.

## **LIMITATIONS ON GRANT AWARDS**

### **Motorized Projects**

To be considered a motorized project, the trail project must allow access and recreational use by Off-Highway Vehicles powered by internal combustion engines. For the purposes of this grant program, electric bicycles (e-bikes), electric golf carts, electric scooters, and other electric vehicles are not considered to be a motorized use. Trail projects that accommodate e-bikes are eligible to apply under the non-motorized category. A multiple-use trail project that accommodates both motorized and non-motorized uses may be considered under the motorized category.

### **Size of Awards**

Any project application that requests more than the allowed grant award limit will be deemed ineligible. The online grant application program automatically performs calculations on budget numbers upon each save of the budget, so applicants must be certain their budget is correct and at or under the maximum award amount before submitting an application. \*Awarded budgets may be rounded to nearest \$100 at the time of the grant award.

**Non-Motorized Projects:** The Texas Recreational Trails Program limits the amount granted to any single sponsor in one application period to a maximum of \$300,000 (80% of a \$375,000 project). The minimum award per sponsor is \$4,000 (80% of a \$5,000 project) in an application period.

**Motorized Trail Projects:** The Recreational Trails Act stipulates that 30% of available funds go toward motorized trail projects. In Texas, we seek to generate enough motorized trail projects to meet or exceed this minimum threshold and have thus instituted an increased award limit for motorized projects of \$600,000 (80% of a \$750,000 project). Any motorized trail project with a scope that includes a land acquisition component may exceed the maximum award limit with advance permission from Texas Parks and Wildlife Department Recreational Trails Program staff.

### **Number of Projects per Sponsor**

Non-Motorized project applicants must submit only one project per application period. The Trails Advisory Committee is sensitive to the geographic distribution of funds and will not recommend funding for more than one non-motorized project per sponsor.

A non-motorized project sponsor, however, may submit a single project proposal for trail work of a similar nature on an entire system of trails in one jurisdiction. For example, a city may submit one application proposing to add crushed fines on all the trails in its area, even though the trails are not connected and are located at various sites around town.

Motorized project sponsors may submit more than one project per grant period, provided such projects represent distinct project sites. A sponsor may also submit both one non-motorized project and one or more motorized projects. Motorized project sponsors may not combine distinct motorized and non-motorized projects into a single application.

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**30%-30%-40% Reserved Funds**

The federal act mandates that at least 30 percent of the funds be earmarked for motorized trail recreation, and at least 30 percent be dedicated to non-motorized trail recreation. The remaining 40 percent is discretionary for "diversified" trail use. The Texas Trails Advisory Committee will be responsible for fairly distributing selected projects among these categories based on information in the application. Historically in Texas, there has been high demand for non-motorized project funding and smaller demand for motorized project funding.

**OTHER CONSIDERATIONS**

**Match vs. Reimbursable Costs**

The following table shows the types of costs that may be included in a project and which are reimbursable. Donations from the private sector (land, materials, or labor) may only be attributed to the sponsor's match. Sponsors may not make a profit by being reimbursed beyond their out-of-pocket costs. Private donations which exceed the 20 percent project sponsor share can be noted in the application as an additional value. **Please be sure match items are clearly labelled as such in the project budget.**

<b>Allowable Costs for Reimbursement</b>
<ul style="list-style-type: none"><li>• Acquisition of fee title land or easement/lease</li><li>• Service contracts</li><li>• Direct labor costs (hired workers, current staff, force account)</li><li>• Materials purchased (Foreign steel or iron products are not allowable.)</li><li>• Equipment rental</li><li>• Purchase of trail construction tools</li><li>• Professional Services (e.g. design, engineering, and architectural services) are limited to 12% of the total federal grant-funded construction estimate amount. <i>An amount over 12% may be included in the budget using matching funds.</i></li><li>• Environmental Survey costs (e.g. natural and cultural resource site assessments) may be considered above the 12% professional services limit on a case-by-case basis.</li><li>• Hourly operation rate of currently owned equipment that was not purchased with federal money (based on the FEMA schedule of equipment rates).</li></ul>
<b>Allowable Costs for Sponsor's Match</b>
<ul style="list-style-type: none"><li>• Appraised value of donated land or easement</li><li>• Value of volunteer labor (\$21.35 per hour)</li><li>• Value of donated materials or contribution of materials on hand.</li><li>• Value of donated equipment</li><li>• Professional services over the 12% grant-funded maximum</li><li>• Any of the reimbursable costs which are paid for by cash donations or sponsor's appropriations (to account for the required 20% match)</li><li>• Hourly operation rate of currently owned equipment that was not purchased with federal money (based on the FEMA schedule of equipment rates).</li></ul>

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## **Projects on Federal Land**

The re-authorization of this program in 1998 permits federal funds, in-kind labor of federal employees, and the FEMA rate value of non-Recreational Trails Program-funded federal equipment as match for Recreational Trails Program funds up to 95% of the total project cost. The remaining 5 percent of the project cost must be provided by non-federal sources, typically through a partnership arrangement with a local government or non-profit group. Recreational Trails Program grant funds will still not exceed 80% of the total project cost. If there are questions about projects involving federal lands or federal partners, please contact us for clarification.

## **Design Standards**

Trails and trailhead / trailside facilities should be attractive to the public and harmonious with the natural environment. In general, new development and improvements should be designed to avoid or minimize harm to the natural setting, accommodate the number and types of proposed uses, and be consistent with topographic limitations of the site. Emphasis should be given to public health, safety, the natural environment, barrier-free access, sustainability, and the protection of recreational and community values of the area.

## **Natural and Cultural Resource Review**

Projects recommended for funding will be submitted to TXDOT / Texas Historical Commission for a cultural resource review and to TXDOT / TPWD resource staff for a natural resource review. As these are federal grant funds from the Federal Highway Administration, TXDOT has been assigned the federal resource review authority for funded projects. If these reviews find the potential for sensitive resources at a proposed project site, the project applicant will immediately be notified as to what actions are necessary to mitigate the situation.

The review by TXDOT in cooperation with the Texas Historical Commission focuses primarily on whether the project will impact known archeological sites or if the site's location and character are likely to contain archeological deposits. If the site contains, or likely contains, archeological deposits, a field survey by a qualified archeologist is usually required.

A review by the TPWD resource staff is general in nature and seeks to promote design and construction best practices to mitigate any potential environmental effects of the project. A TXDOT biological review focuses primarily on whether the project site has the known existence of animal and/or plant species listed as threatened or endangered, or habitat to support such species. If this is the case, the project's impact on the listed species is assessed and a field survey by a qualified biologist may be required. If the rare species is federally listed, the U.S. Fish and Wildlife Service must approve the project for it to proceed. If a site has not previously undergone natural and cultural resource survey, we recommend budgeting funds in the project proposal for surveys of the trail route.

Applicants may be required to remedy resource impact concerns prior to initiating work on the project. Sometimes a simple rerouting of the trail to avoid sensitive areas will allow a project to proceed, in other cases the remedy is much more time consuming and costly. If the remedy costs are too great (over 15% of total project costs), the sponsors will have the following options: a) cover the costs of the mitigation overruns themselves or b) withdraw their application without penalty.

## **Barrier-Free Access**

Applicants must ensure that support facilities in the area proposed for Texas Recreational Trails Program assistance will meet current barrier-free accessibility standards (i.e. construct elements of the proposed project accessible to users who are physically and/or mentally disabled). All trailhead parking facilities, trail bridges, and restrooms developed with grant assistance must be fully accessible. Typically, newly constructed trails intended for use by pedestrians must be accessible to people using wheelchairs, whether manual or motorized. Projects in developed areas should place particular emphasis on accessibility. If applicable, sponsors will need to justify why it is not feasible to make trails fully accessible. Projects should be registered with the Texas

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Department of Licensing and Regulation (TDLR) Elimination of Architectural Barriers Program.

Sometimes physical limitations of the trail corridor site do not allow for total accessibility. Some projects may be required to obtain a variance to Texas Accessibility Standards from the Texas Department of Licensing and Regulation. However, land managers are encouraged to incorporate accessible features when they do not negatively impact the environment. When a sponsor proposes accessible facilities above and beyond that required by law, it will make the application more competitive and increase its potential for funding.

## **APPLICATION SUBMISSION, REVIEW, AND SELECTION OF PROJECTS**

Project applicants shall submit an original application utilizing the Recreation Grants Online web-based grant management system. The application must include all applicable support documentation. **The application deadline is February 1<sup>st</sup> of each year.**

### **Recreation Grants Online (RGO)**

The program utilizes an online application process. **Paper applications will not be accepted.** To access the online application, please find your organization or create an account at <http://tpwd-recgrants.intelligrants.com/>. To watch a short video that guides you through this process, click [HERE](#).

Additional resources can be found in RGO through the “Resources” link located at the top, left-hand portion of your screen. If you have any technical questions about how to use the online application site, contact [rec.grants@tpwd.texas.gov](mailto:rec.grants@tpwd.texas.gov). Technical support is available Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

### **Application**

Prior to completing a specific grant application, the entity (project sponsor) must register their organization in our RGO system. The designated administrator for an organization can assign and manage other user accounts to specific grant opportunities. More information on getting started in RGO can be found on the [Resources](#) tab.

DUNS and SAM information is required when you register your organization in RGO and apply for a grant opportunity. See the final page of these instructions for more information on the DUNS (Data Universal Numbering System) and SAM (System for Award Management) registration process. Federal entities do not need to confirm registration in SAM.

Fill out all fields in a clear and concise manner. Many fields have descriptive text to help you with your response. If you have any questions, you may contact Recreational Trails Program staff.

All narratives submitted in the application should be clear and concise. Be sure to address all topics noted in each section heading. The “Description of the Project” should be particularly concise, using approximately 200 words.

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## **Application Budget**

Though awarded projects will be allowed some variance from the originally submitted budget, the proposed project budget will become part of your grant contract if awarded. You must use the online budget form to communicate your proposed project budget. A budget form is included in the [Sample Blank Application](#) and will help you format your budget for entry in the online application system. The online budget form allows you to add additional line items as needed. You may contact Recreational Trails Program or technical support staff with any questions.

Using the online budget form, provide an itemized list of all activities to be undertaken and the cost of each activity. Provide as much detail as possible (consider trail construction materials, volunteer or paid labor, services contracts, land acquisition, equipment/tool rental and the value of in-house equipment or labor). Be clear with your budget and show as many line items as are appropriate but combine similar items so that they are described by one line item. For example, “Volunteer Trail Tools” or “3-in. asphalt surfacing with 6-in. road base course”, should be single line items. Grant-funded Professional Services costs (design, engineering, or architectural services) are limited to 12% of the total grant construction estimate amount. Amounts over 12% may be funded by match. Environmental survey costs (natural or cultural resource site assessments) are also limited to 12% of the total grant construction estimate amount. Environmental surveys costs may be considered above the 12% professional services limit on a case-by-case basis.

This program guidance document details the allowable and non-allowable expenses for Recreational Trails Program grants. Read these instructions carefully as any non-allowable expenses on the proposed budget may result in the removal of your application from consideration. Any additional or detailed budget documents (e.g., a construction estimate document from a contractor) can be included in your proposal as a supporting document. Including this additional detail is especially important when your budget includes only a few line items for “trail construction”.

Please round all numbers up to a whole number and, if your line item allows, up to the nearest hundred dollars. **Clearly articulate which budget items are match items and make sure these amounts are placed in the proper column.** Values for items such as volunteer hours, in-kind services, or donated materials should only be placed in the match column.

## **Support Documentation**

Clear and easy to understand support documentation is important to the success of your proposal. PDF documents are the most appropriate file type for all uploads. Each type of support document should include only one PDF file. Combine multiple pages into one PDF document for each category of support documentation. Your application must include a USGS topographic map, vicinity map, site map, and representative photographs of the project site. Clearly identify your distinct project location in every map you include in your proposal, regardless of the scale. Legible hand-drawn and scanned documents are appropriate if you have no other way to include or markup your maps and photographs. Please make sure all documents are not pixelated and are easy to read. **Your project’s maps and photographs are important documents used during funding discussions regarding your grant proposal and should be well-planned visual aids supporting your proposed project.** Free topographic map downloads are available from the USGS [HERE](#).

If applicable to your site, lease agreements or signed statements of landowner willingness should also be included.

Additional supporting documents (i.e., environmental surveys, excerpts from master plans, letters of support, etc.) are optional but may be included. There are upload categories for Environmental Surveys, Texas Historical Commission (THC) Coordination, Final Design / Specifications, Authorizing Resolutions, and other Additional Supporting Documents. Again, each type of support documentation should include only one PDF file and you must combine multiple pages into one PDF document for each category of support documentation.



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Please upload documents using these file name conventions, replacing the X's with the name of your municipality or organization: XXXXXX\_SITEMAP, XXXXXX\_VICINITYMAP, XXXXXX\_TOPOMAP, XXXXXX\_PHOTOS, XXXXXX\_SUPPORT.

### **Review and Evaluation Process**

The project applications will be reviewed for completeness and eligibility prior to the being reviewed for quality. **Projects with ineligible budget items or requests for more than the maximum grant award will be deemed ineligible.** The Texas Trails Advisory Committee will assist TPWD staff in selecting a slate of recommended projects to be presented to the Texas Parks and Wildlife Commission for final approval. Project applicants will be notified in writing through RGO of their project's selection or disapproval after the Commission action, typically by early June of each year. Please make sure all contact information in the RGO system is up to date.

### **Criteria for Selecting Projects**

The Texas Recreational Trails Program's grant evaluation does not utilize a hard point-based scoring system. The Texas Trails Advisory Committee and Texas Parks and Wildlife Department staff will evaluate each application on its own merit. Projects will be evaluated in terms of their eligibility, application quality, overall project quality, ability to serve recreational needs, cost-effectiveness, benefits, community support, innovation, connectivity, geographic scope and distribution, and accommodation of barrier free access.

The cost-effectiveness criteria rewards those projects which accomplish a lot with a little amount of funding as well as those projects which propose a greater proportion of basic trail work as opposed to support facilities, design, and engineering. Basic trail work includes tasks such as trail layout, vegetation clearing, bridges, work on the trail tread (shaping, drainage structures, surfacing, steps, and erosion control), retaining walls, and acquisition of trail corridor. Trailside and trailhead facilities are considered support facilities because they are not providing *direct* recreation opportunities.

Projects which serve multiple, compatible trail users will be given priority as will projects undertaken with broad partnerships and community support. Trail projects that, when completed, serve more of a transportation function will be ranked lower than those that serve a recreational function.

Federal guidance for the Recreational Trail Program encourages project sponsors to engage qualified youth conservation or service corps to perform funded trail construction and maintenance tasks. A list of qualified youth and young adult service programs can be found at <http://www.corpsnetwork.org/impact/corps-by-state>. Please note in your budget and narrative if you intend to use a conservation corps as a part of your project.

**Proposals should clearly articulate the recreational value of a trail project (i.e., does the project add new recreational opportunities to an area?), show how the project is unique to the site, note any meaningful trail or community connections, and include labelled and easy to understand maps and representative photographs.**

### **Resubmission**

Sponsors whose projects are not selected and approved for funding may resubmit their proposals for consideration in the next cycle by notifying TPWD prior to the next deadline. Sponsors should modify their proposals to give them a better chance of achieving a higher ranking.

### **PUBLIC SUPPORT OR OPPOSITION TO A PROJECT**

Documented public support or opposition to a project will be considered by the Texas Trails Advisory Committee during the evaluation of projects and recommendations for funding. Resolutions of support from local political entities are not required to submit a project proposal for funding or to receive funding. However, if opposition to a project arises to the extent that a political subdivision, within whose jurisdiction the project

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falls, passes a resolution opposing funding of the project, that will be sufficient cause to not select the project. A resolution of opposition would also be grounds to rescind funding for a previously funded project if the resolution is received prior to the start of construction.

## **PROJECT MANAGEMENT**

### **Approved Projects**

Approved projects may undergo a federal resource review for a year or more after the award announcement is made. The grant recipient may only initiate activities to undertake the approved scope of work **after** this review period is completed and a Project Agreement is signed and permission to proceed with construction is granted. This includes not taking title to lands or easements that are included in the project costs. The sponsor will not be reimbursed for project costs incurred prior to the date of the signed Agreement. Unlike the Texas Recreation and Parks Account (Local Parks) grants, the Texas Recreational Trails Program does not allow application preparation, site design, and other pre-application costs to be recovered retroactively. For this reason, applicants need only develop project concepts well enough to have a reasonable budget. In specific instances, sponsors of approved projects may initiate a grant agreement and be given permission to proceed with only a project site archeological or environmental survey before permission to proceed with construction is granted.

The Project Agreement is the contract between TPWD and the sponsor setting forth the approved work, allowable costs, and the sponsor's commitment to follow required procedures.

### **Compliance with Federal and State Requirements**

During the application period, sponsors are **not** being asked to obtain all the necessary permits and clearances which the project ultimately will need. Projects approved to receive federal funds, however, must meet any number of federal and state requirements. If selected, sponsors must be prepared to submit many federal forms; undergo environmental reviews and possibly prepare mitigation plans; obtain all permits and permissions; comply with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and other acquisition requirements (if acquisition is involved); follow required procurement procedures, expect audits, and supply quarterly progress reports. *If you are not deterred by this, we look forward to being your partner in providing more recreational trail opportunities!*

### **Reimbursement Procedures**

In general, TPWD will reimburse the sponsor for 80 percent of the project's total cost, provided that:

- (a) The costs are for allowable expenditures as outlined in the sponsor's application budget and approved in the Project Agreement signed by TPWD and the sponsor, and
- (b) Sponsor supplies adequate documentation that fully accounts for out-of-pocket expenditures and any donated labor, land, or materials, and certifies that the expenditures have been incurred on the project.
- (c) The amount of donated labor, land, or materials does not exceed 20 percent of the total project costs.
- (d) Quarterly Progress Reports are submitted and regular progress is made on the project.

Sponsors must submit reimbursement requests to TPWD at a minimum of a quarterly basis by submitting receipts and other documentation of expenditures and work undertaken. After processing the billing, TPWD will make a payment to the sponsor for 80 percent of the amount submitted. It can take up to 60 days for reimbursement payments to reach sponsors. Reimbursements must be submitted via TPWD's online grant management system, Recreation Grants Online.

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**Quarterly Reporting**

Quarterly reports allow staff to evaluate your project status throughout the grant award. Reports are due in RGO within 2 weeks of quarter closing dates. Reports must be submitted regardless of grant inactivity for that quarter and are considered late if received after the due date. Reports must include a project status narrative as well as a current photo of the project site.

<b>DATE DUE</b>	<b>REPORTING PERIOD</b>
<b>APRIL 15</b>	January 1 – March 31
<b>JULY 15</b>	April 1 – June 30
<b>OCTOBER 15</b>	July 1 – September 30
<b>JANUARY 15</b>	October 1 – December 31

**RETENTION AND USE**

**Project sponsor must commit to maintaining and operating their completed project so that it is safe for public use for a minimum of 20 years. Operation of the site must include regular and reasonable public access hours during the full course of the 20 year minimum.**

Any property acquired with Texas Recreational Trails Program assistance shall be retained and used for public trail recreation in perpetuity. Any property so acquired shall not be wholly or partly converted to other than public recreation uses without the approval of the TPWD. Such approval will be given only upon conditions as TPWD deems necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonably equivalent usefulness, quality, and location. (See “Guidelines for Conversion of Fund Supported Properties” for more information.)

**OPERATION AND MAINTENANCE**

Property developed with Recreational Trail Program grant funding assistance shall be operated and maintained for a minimum of 20 years from the close of the grant as follows:

- A. The property shall be maintained so as to appear attractive and inviting to the public.
- B. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
- C. Properties shall be kept reasonably safe for public use.
- D. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- E. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

**AVAILABILITY TO USERS**

- A. **Non-Discrimination** – Property developed with program assistance shall be open to entry and use by all persons regardless of age, race, color, sex, religion, national origin, or handicap who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent those reasonable differences in admission or other fees may be maintained on the basis of residence.

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- B. **Reasonable Use Limitations** – Participants may impose reasonable limits on the type and extent of use of the areas and facilities acquired or developed with program assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the number of persons using an area or facility or the type of users such as hunters only or hikers only. All limitations shall be in accord with the applicable grant agreement and amendments.

## **CONTACTS**

For further information or for questions regarding the Texas Recreational Trails Program:

TPWD State Park Recreational Grants  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
Telephone: (512) 389-8224  
Fax: (512) 389-8242

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Trails Program Manager  
512-389-8743  
[Trey.Cooksey@tpwd.texas.gov](mailto:Trey.Cooksey@tpwd.texas.gov)

**Erica Keller**  
OHV Program Coordinator  
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**Chris Sheffield**  
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**Blake Powers**  
RGO 2020 System Technical Support  
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[Blake.Powers@tpwd.texas.gov](mailto:Blake.Powers@tpwd.texas.gov)

Web address: <http://www.tpwd.state.tx.us/business/grants/recreation-grants>

Online Applications and Grants Management: <https://tpwd-recgrants.intelligrants.com>

Recreation Grants Online Resources page: <https://tpwd-recgrants.intelligrants.com/portal2.aspx?APPTHEME=TXPWD>  
*Look for the documents labelled “Recreational Trails Grant...”*

General Email address: [rec.grants@tpwd.state.tx.us](mailto:rec.grants@tpwd.state.tx.us)

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**SAM REGISTRATION / DUNS**

Due to federal requirements, we need project sponsors to be registered and active in the federal System for Award Management (SAM). SAM registration allows entities to receive a federal grant agreement, accept reimbursements, and other grant management actions. Please register in SAM as soon as possible. Once active in SAM, you will be able to see your organization's unique CAGE code and report it in RGO on your entity's registration page. Your organization must keep this registration active by updating it annually. You can follow the directions at the following link and contact the [SAM Help Desk](#) for technical guidance. When registering, please allow for your organization to be publicly viewable, so that our fiscal staff can verify it online.

<https://www.sam.gov>

**Please note that registering and maintaining your organization's SAM account is free.** Your organization will likely receive a number of emails from for-profit firms with marketing schemes that offer renewal of your SAM registration or maintenance of your account for a fee. Some of these emails may appear to be from a government agency. [A recent article describing these schemes is available at this link.](#) You should disregard all of these emails and conduct all of your SAM business through the official government website. Renewal of your registration is generally a fairly easy process that you should plan to perform annually.

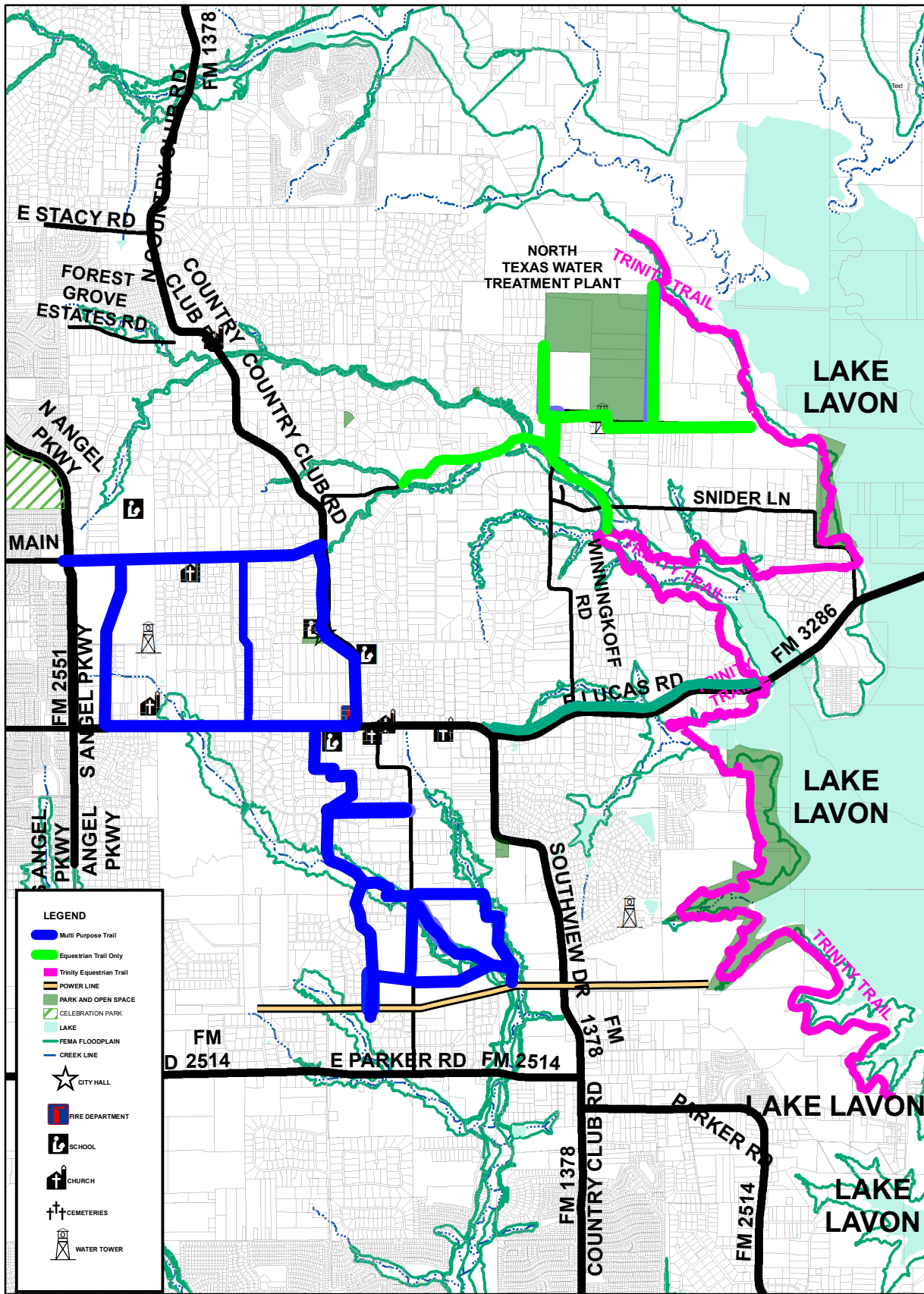
Your organization will also need a DUNS number (Data Universal Numbering System) to register in SAM. You may already have one for your organization, but if this is not the case, you can register for it by following the link below.

<https://www.dnb.com/duns-number/get-a-duns.html>

# LUCAS COMMUNITY TRAIL LOOP



- Phase 1
- Future (With Development)
- Phase 2
- Existing



07/29/19



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Item No. 06

Requester: Public Works Director Scott Holden

#### **Agenda Item Request**

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Consider adopting Ordinance 2021-11-00940 approving amendments to the City's Code of Ordinances, Chapter 13, Utilities, Article 13.02 Water System.

#### **Background Information**

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With the recent updates to Chapter 10, Article 10.03 Subdivisions and Development, Chapter 13, Utilities, Article 13.02 Water System was also reviewed and updated to reflect current industry and regulatory standards for the design and construction of water facilities.

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

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1. Ordinance 2021-11-00940

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

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NA

#### **Recommendation**

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City Staff recommends approval of the amendments recommended for Chapter 13, Utilities of the Code of Ordinances.

#### **Motion**

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I make a motion to approve/deny adopting Ordinance 2021-11-00940 approving amendments to the City's Code of Ordinances, Chapter 13, Utilities, Article 13.02 Water System.





**ORDINANCE 2021-11-00940**  
[AMENDING CHAPTER 13 UTILITIES]

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 13 TITLED “UTILITIES” BY DELETING ARTICLE 13.02 DIVISION 2, TITLED “WATER SUPERINENDENT,” AND DIVISION 3, TITLED “WATER SYSTEM REVIEW BOARD;” AND AMENDING SEVERAL SECTION IN DIVISION 4, TITLED “DESIGN AND CONSTRUCTION STANDARDS” TO REFLECT CURRENT PRACTICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by deleting Chapter 13, Article 13.02 Water Systems, Division 2, Water Superintendent, Section 13.02.031 through Section 13.02.033 and reserving those sections for future use.

**SECTION 2.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by deleting Chapter 13, Article 13.02 Water Systems, Division 3, Water System Review Board, Section 13.02.061 through Section 13.02.063 and reserving those sections for future use.

**SECTION 3.** The Code of Ordinances of the City of Lucas, Texas, is hereby amended by deleting Chapter 13, Article 13.02 Water Systems, Division 4 to read as follows:

Sec. 13.02.091 Compliance; review and certification of plans  
Additions, changes, deletions, or modifications to the water system must be in compliance with the provisions of this article. Plans and specifications for additions, changes, deletions, or modifications of the water system shall be reviewed for compliance with this article and for certification of compliance by the competent city authority or authorities as may be designated by the city manager. Construction, as proposed by such plans and specifications, shall not commence prior to certification by the designated authority and approval by the city council.

Sec. 13.02.092 Applicability  
The following provisions and specifications are approved specifications and provisions for the construction of water systems in the city.

Sec. 13.02.093 Materials for water lines  
All water lines shall be constructed of approved materials. Main distribution lines and feeder lines shall be constructed of PVC water mains 8-inch to 12-inch in diameter shall be AWWA C900 DR

~~18 class 160 polyvinyl chloride pipe~~ with joint connections of the same material. Customer service lines may be constructed of ~~copper tubing, type K for underground service and type L for interior and other services,~~ or polyvinyl chloride pipe, class 160 1-inch minimum SDR-9 HDPE. Rings shall be natural rubber.

Sec. 13.02.094 Size of distribution lines

All water distribution lines shall be not less than eight (8) inches (~~8"~~) in diameter.

Sec. 13.02.095 Marking of lines

Water lines shall be marked for purposes of identification and location.

Sec. 13.02.096 Surface markings

A suitable and permanent marking shall be provided at ground surface level which will aid in locating the position of main distribution lines, feeder lines and cutoff valves. Surface markings shall not be covered by vegetation or soil such that their location would be hidden.

Sec. 13.02.097 Pipe identification

Water main distribution lines and feeder lines shall be blue in color, or a blue ~~tracer~~ warning tape and tracer wire shall be installed in the backfill material over the top of the PVC.

Sec. 13.02.098 Easements

Easements for the water system shall be provided for the purpose of serving the water system and for reading water meters. Easements shall not be less than twenty (20) feet in width. No permanent construction, building, fence or any other feature which would prohibit access to the water system shall be located within said easement.

Sec. 13.02.099 Location of lines and meters

Main distribution lines, feeder lines and water meters shall be located within the utility easement, or right of way, or access easement dedicated to the city or for the cities use. Main distribution lines and feeder lines shall not be closer than two and one-half (2-1/2) feet to the boundary of the easement as measured from the closest surface of the pipe to the boundary of the easement. ~~Water meters may be located outside of the easements, but shall not be more than one (1) foot from the extreme point of the meter to the boundary of the easement.~~

Sec. 13.02.100 Trenching

Water line mains and feeder lines shall be embedded in trenches so as to provide a backfill depth of not less than five (5) feet ~~thirty (30) inches~~ from the surface grade to the top of the pipe. ~~A minimum of two (2) inches of bedding sand shall be between the lower surface of the pipe and the bottom of the trench. A minimum of two (12) inches of bedding sand shall cover the top surface of the pipe.~~ The pipe shall be backfilled with Class B+ embedment as shown in the NCTOG standards. The pipe may be laid with gradual curves but is limited to curves with a minimum radius of one hundred (100) feet for pipe two (2) inches and smaller in diameter. No pipe will be permitted to be deflected at the joint. Thrust blocks of concrete shall be used at all ties and bends and be computed for one hundred fifty (150) pounds per square inch of internal pressure. Restraint calculations shall be signed and sealed by a professional engineer registered in the State of Texas.

Sec. 13.02.101 Fire hydrants

(a) Fire hydrants shall be of the National Standard type. Fire hydrants shall be located at all intersecting streets and roadways and at intermediate locations spaced at distances of not more than five hundred feet (500') apart and not more than 500 feet from any residence, commercial building or other public structure. If any structure is fully fire-sprinkled, to include the garage, basement, attic, etc., then the 500-foot maximum distance requirement between the structure and the fire hydrant does not apply. Fire hydrants shall be placed with the centerline of the hydrant not less than forty inches behind the face of the curb or edge of pavement nearest to the main. In the event that any provision contained in this subsection conflicts with any provision set forth in the International Fire Code, as adopted by the city, then the more stringent provision shall apply.

(b) All fire hydrants shall be located in a utility easement dedicated to the city or the public, right of way, or access easement dedicated to the city or for the cities use. No fence or other obstruction shall be placed around any fire hydrant so as to hinder access. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept within five feet of a fire hydrant. Concrete splash pads shall be provided for fire hydrants.

(c) If access to any fire hydrant exposes ~~the city or the city's volunteer fire department~~ personnel to a greater-than-normal risk of injury or liability, then ~~the customer's water service may be terminated~~ the city will have the right to remove the obstruction by any means necessary if a customer fails or refuses to remove an obstruction around a fire hydrant within thirty (30) days of notice to remove. In the event of an emergency the obstruction will be removed immediately and will not be returned to its original state/condition.

Sec. 13.02.102 Cutoff valves

Cutoff valves shall be located at water main intersections and at main distribution line and feeder line intersections. Cutoff valves shall be placed in a logical manner so as to optimize servicing requirements and to minimize disruption of service in the event of a need to cut off water flow or isolate segments of the system. Valves twelve (12) inch and smaller shall be resilient seated gate valves. A minimum of two (2) valves shall be provided at each tee intersection and three (3) valves shall be provided at each cross. When a valve is located on a stub out for future extension, valve shall be flanged to tee.

Sec. 13.02.103 Meter requirements; access to meters

(a) Each residence or primary structure must be served by a separate water meter. Water meters for residential service shall be one (1) inch in diameter on the outlet side. Domestic service connections shall not connect to fire hydrant leads. All change-outs from substandard water meters must be upgraded to standard one-inch meters. Notwithstanding, if a residence or primary structure is fully sprinkled and constructed with a fire sprinkler system, the meter must be sized, designed and engineered to accommodate the requirements of the fire sprinkler system so as to enable the system to function properly. (Ordinance 2003-01-00469, sec. 3, adopted 1/6/03)

(b) ~~All water meters shall be located in a utility easement dedicated to the city or the public.~~ No fence or other obstruction shall be placed around any water meter so as to hinder access.

(c) If access to any water meter exposes the city or the city's personnel to a greater-than-normal risk of injury or liability, then the customer's water usage will be estimated and the city may impose an estimated fee in an amount to be set by the city council from time to time. In addition, ~~water service may be terminated~~ the city will have the right to remove the obstruction by any means necessary if a customer fails or refuses to remove an obstruction within thirty (30) days of notice to remove.

Sec. 13.02.104 Work to be done by approved contractor

The installation, modification, change, deletion or repair of or to the water system shall be made by an approved water system contractor.

Secs. 13.02.105–13.02.130 Reserved

**SECTION 4.** That all ordinances of the City of Lucas in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

**SECTION 5.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Lucas Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Lucas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 6.** That an offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Lucas Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 7.** That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Lucas, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF LUCAS, COLLIN COUNTY, TEXAS, ON THIS 18TH DAY OF NOVEMBER, 2021.**

APPROVED:

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Jim Olk, Mayor

APPROVED AS TO FORM:

ATTEST:

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Joseph J. Gorfida, Jr., City Attorney  
(10-04-2021:CGM: TM 125215)

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Stacy Henderson, City Secretary



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Requester: Assistant to the City Manager Kent Souriyasak  
City Secretary Stacy Henderson  
Graduate Intern Kevin Becker

#### **Agenda Item Request**

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Consider the process to acquire the services of a qualified solid waste and recycling service provider, identify the services to be provided to the citizens of Lucas, and provide guidance to the City Manager.

#### **Background Information**

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The City of Lucas receives the following solid waste and disposal services from Barnes Waste Disposal, Inc.:

1. Residential refuse collections at curbside or, if qualified (disabled or elderly), house side, in response to the individual customer's request, all other "house side" collection is subject to Contractor approval. All trash, garbage and refuse must be bagged and placed in an appropriate container. Contractor shall have no obligation to pick up or otherwise collect motor vehicle tires, oil, batteries, hazardous chemicals or items containing refrigerants. Contractor shall perform collection service no less frequently than once per week.
2. Collect unbundled brush (cut not greater than 4 feet in length) and bulky items in a volume of two (2) cubic yards [6'x3'x3'], no less frequently than twice per month. Unbundled brush and bulky items shall be placed curbside for collection. As used herein, a "bulky item" shall refer to appliances (not containing refrigerants) water tanks, yard maintenance machines, furniture and waste materials other than dead animals or hazardous waste.
3. Collect unlimited bundled brush (cut not greater than four feet in length) and not heavier than 40 pounds per bundle, and placed curbside for collection.
4. At the request of the customer, Contractor will collect 10 cubic yards of brush curbside twice per year per household at no additional cost to the customer. This service must be scheduled with the Contractor and shall be collected on a first come first basis.
5. Contractor shall have no obligation to collect or dispose of construction, remodel, or landscape/brush debris if generated by a business, individual or entity providing such services to the property owner.



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Item No. 07

6. The resident should call Contractor for household hazardous waste collection for special pick-up instructions. Collection of these materials may require extra charges negotiated by Contractor and the individual resident.
7. Excessive amounts, as determined by Contractor, may require extra charges negotiated by Contractor and the individual resident.
8. Refrigeration appliances not certified and tagged by an HVAC technician may be subject to a \$35.00 disposal fee that shall be billed to the individual resident by Contractor.
9. Contractor shall host, with the help of City staff, one (1) annual clean-up event for each year of the Agreement. The event shall be scheduled on a Saturday agreed to by the Contractor and the City at a location provided by the City.
10. Manure or stable matter shall be negotiated by Contractor and the individual resident per 95-gallon container and billed directly to the resident. Resident must purchase containers for manure/stable matter.

The City received notice from Barnes Waste Disposals, Inc. that they will be terminating services as of September 30, 2022.

The City has a separate agreement with Allied Waste Systems, Inc., d/b/a Republic Services of Plano for the collection of recyclable materials on a subscription basis every other week. Republic collects recyclable materials in a 95-gallon poly cart with an automated side-load vehicle. The contract was executed on February 12, 2018, with an initial term commencing on April 1, 2018, and continuing for five years terminating on March 31, 2023. The agreement may be terminated as indicated in Article XII of the agreement. Republic Services has been very proactive in resolving any customer issue that arises, has excellent communication with City staff and overall, the City has been extremely satisfied with their performance in the provision of recycling services.

As indicated in the Memorandum dated September 20, 2021, City Attorney Joe Gorfida indicated that the City is not required to do a Request for Proposal for Solid Waste and Recycling Services, but it is a common practice to do so. City staff is seeking feedback from the City Council regarding services to be provided by the contractor.

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

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1. Memorandum dated September 20, 2021, regarding Solid Waste and Recycling Services with the following attachments:
  - a. Barnes Waste Disposal Solid Waste Collection and Disposal Agreement
  - b. Table of Solid Waste/Recycling Services provided to neighboring cities



# City of Lucas

## City Council Agenda Request

### November 18, 2021

2. First Amendment to Recycling Collection and Disposal Agreement with Allied Waste Systems, Inc., d/b/a Republic Services of Plano
3. DRAFT Template of a Request for Proposal (RFQ) for Solid Waste and Recycling Services

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

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To be determined.

#### **Recommendation**

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Form a committee consisting of City Council representation along with City staff to:

Begin negotiations with Allied Waste Systems, Inc., d/b/a Republic Services of Plano for the provision of solid waste and recycling services

-OR-

Begin finalizing the Request for Proposals seeking sealed proposals for solid waste and recycling services

#### **Motion**

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NA





City of Lucas  
665 Country Club Road  
Lucas, Texas 75002  
972.727.8999  
[www.lucastexas.us](http://www.lucastexas.us)

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MEMORANDUM

To: Mayor Jim Olk  
Mayor Pro Tem Peele  
Councilmember Fisher  
Councilmember Baney  
Councilmember Keer  
Councilmember Johnson  
Councilmember Lawrence

From: City Manager Joni Clarke 

Copy: Finance Director Liz Exum  
Assistant to the City Manager Kent Souriyasak,  
City Secretary Stacy Henderson  
Graduate Intern Kevin Becker

Date: September 20, 2021

Re: Solid Waste and Recycling Services

As you are aware, the City of Lucas received an email from Norman Barnes of Barnes Waste Disposal, Inc., indicating that they will be terminating solid waste collection services as of September 30, 2022. City Attorney Joe Gorfida indicated that while most cities do a Request for Proposal (RFP), we are NOT legally required to under Texas Law because it falls into one of the exceptions to competitive bidding. Mr. Gorfida stated that if the City Council wanted to move forward with an RFP process, then he would recommend attaching a copy of the template for the contract to make the negotiation very straightforward.

Some of the services that the City Council may want to consider when looking for their next provider may include:

- Concierge service (100 plus customers receive enhanced services such as pick up at the home)
- Brush service (with so many trees in our city, it also increases the need for brush removal)
- Currently, the city only contracts for residential services. Should we include commercial?
- Would the City Council like to consider truck size in evaluating a new provider?
- Recycling is current offered on a subscription basis and many cities include both solid waste and recycling services in their rate.

What other factors and/or services would the City Council like to include in looking for the City's next provider? For reference, attached is the current agreement with Barnes Waste Disposal detailing the current services that are provided.

The City of Lucas also assesses and collects the following fees/sales tax on solid waste services and accounts for them in the water fund:

- Franchise Fee 7%
- Administrative Fee 8%
- State Sales Tax 6.25%
- City Sales Tax 2%

City staff has conducted research of area cities to learn what providers are being used for trash and recycling in the region.

Providers	Barnes	Republic	CWD	Waste Connections	FCC Environmental Services	Sanitation Solutions	CARDS Recycling	Self Serve
City	Lucas (T)	Fairview (T/R) Murphy (T/R) Sunnyvale (T/R) Lucas (R)	Allen (T/R) Wylie (T/R) Prosper (T/R) Melissa (T/R) Princeton (T/R) Van Aalst (R)	Celina (T/R) McKinney (T/R) Fate (T/R) Frisco (T/R)	Rowlett (T/R)	Royse City (T/R) Van Aalst (T)	Anna (T/R)	Plano (T/R) Richardson (T/R) Garland (T/R)
T = Trash      R = Recycling								

Attached for your consideration is a more detailed table regarding the services and associated cost of neighboring cities (Murphy, Fairview, Allen, and Wylie). The vendors represented in this table include Republic and CWD, both of which were interested in providing the City of Lucas subscription-based recycling services when the city was evaluating vendors for that specific service.

What next steps would the City Council like to take? Would you like this to be placed on a future agenda to discuss? Is the City going to move forward with a Request for Proposal? Please let me know how you would like to proceed on this matter.

**Attachments:**

1. Barnes Waste Disposal Solid Waste Collection and Disposal Agreement
2. Table of Solid Waste/Recycling Services provided to neighboring cities

STATE OF TEXAS           §  
  §       **SOLID WASTE COLLECTION AND**  
  §       **DISPOSAL AGREEMENT**  
COUNTY OF COLLIN     §

This Contract ("Contract") is entered into by and between the City of Lucas, Texas, ("City") and Barnes Waste Disposal, Inc. ("Contractor"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

**RECITALS:**

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

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

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

**Article I**  
**Definitions**

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

*City* shall mean the City of Lucas.

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

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

**Article II**  
**Term**

2.1 The Initial Term of this Agreement shall be five (5) years, commencing on October 1, 2017 ("Commencement Date"), and terminating on September 30, 2022.

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

### **Article III Scope of Services**

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

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

3.3 Recycling services shall be provided as set forth in the Recycle Addendum attached hereto as Exhibit "A" and incorporated herein by reference.

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

### **Article IV Schedule of Work**

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

### **Article V Rates and Services**

- 5.1 Contractor shall provide the following services:
- (a) Residential refuse collections at curbside or, if qualified (disabled or elderly), house side, in response to the individual customer's request, all other "house side" collection is subject to Contractor approval. All trash, garbage and refuse must be bagged and placed in an appropriate container. Contractor shall have no obligation to pick up or otherwise collect motor vehicle tires, oil, batteries, hazardous chemicals or items containing refrigerants. Contractor shall perform collection service no less frequently than once per week.
  - (b) Collect unbundled brush (cut not greater than 4 feet in length) and bulky items in a volume of (2) cubic yards [6'x3'x3'], no less frequently than twice per month.

Unbundled brush and bulky items shall be and placed curbside for collection. As used herein, a "bulky item" shall refer to appliances (not containing refrigerants) water tanks, yard maintenance machines, furniture and waste materials other than dead animals or hazardous waste.

- (c) Collect unlimited bundled brush (cut not greater than 4 feet in length) and not heavier than 40 pounds per bundle, and placed curbside for collection.
- (d) At the request of the customer, Contactor will collect 10 cubic yards of brush curbside twice per year per household at no additional cost to the customer. This service must be scheduled with the Contactor and shall be collected on a first come first basis.
- (e) Contractor shall have no obligation to collect or dispose of construction, remodel, or landscape/brush debris if generated by a business, individual or entity providing such services to the property owner.
- (f) The resident should call Contractor for household hazardous waste collection for special pick up instructions. Collection of these materials may require extra charges negotiated by Contractor and the individual resident.
- (g) Excessive amounts, as determined by Contractor, may require extra charges negotiated by Contractor and the individual resident.
- (h) Refrigeration appliances not certified and tagged by an HVAC technician may be subject to a \$35.00 disposal fee that shall be billed to the individual resident by Contractor.
- (i) Contractor shall host, with the help of City staff, one (1) annual clean-up event for each year of the Agreement. The event shall be scheduled on a Saturday agreed to by the Contractor and the City at a location provided by the City.
- (j) Manure or stable matter shall be negotiated by Contractor and the individual resident per 95-gal container and billed directly to the resident. Resident must purchase containers for manure/stable matter.

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

prior replacement, Contractor shall negotiate a fair and reasonable price with each such Customer and shall charge each such Customer directly.

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

Basic Service:	Monthly rates for Basic Service	\$21.57
Expanded Service:	Monthly rates for Expanded Service	\$26.50
Expanded Plus Service:	Monthly rates for Expanded Plus Service	\$31.43
Additional Service:	Monthly rates for each additional 120 gallons of refuse or polycart collected above the Expanded Plus Service	\$ 4.93

“Basic” service consists of collection of one (1) 95-gallon polycart or [up to 120 gallons] of refuse disposed of each week. “Expanded” service consists of the use of any approved container in addition to the approved container(s) used for basic service [up to 240 gallons]. “Expanded Plus” service consists of the use of any approved container in addition to the approved container(s) used for basic service [up to 360 gallons], “Additional” service consists of the use of any approved container in addition to the approved container(s) used for “Expanded Plus” service [billed in multiples of 120-gallons]; without change to collection frequencies or collection of brush and bulky items. Additional approved containers for “Expanded” service shall consist of either one (1) 95-gallon polycart or equivalent size containers totaling 240 gallons. Additional approved containers for “Expanded Plus” service shall consist of either two (2) 95-gallon polycart or equivalent size containers totaling 360 gallons. Customers shall inform the City or Contractor, of their request for “Expanded”, “Expanded Plus”, or “Additional” service. Contractor shall have no obligation to collect or dispose of refuse in excess of either service amount chosen by the customer.

## **Article VI Contractor Duties**

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

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

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

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

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

#### **Article VII Restoration of Public Ways**

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

#### **Article VIII Availability of Funds**

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

#### **Article IX Insurance**

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

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

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

**Article X  
Indemnification**

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

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

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

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



## **Article XI Termination**

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

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

## **Article XII Miscellaneous**

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

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

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

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

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

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

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

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

If intended for City:

Attn: City Manager  
City of Lucas  
665 Country Club Rd.  
Lucas, Texas 75002  
Phone: (972) 727-8999

With Copy to:

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

If intended for Contractor:

Barnes Waste Disposal, Inc.  
P.O. Box 245  
Princeton, Texas 75407  
Phone: (972) 396-1139

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

12.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times inspect and examine the books and records of Contractor for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement.

Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

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

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

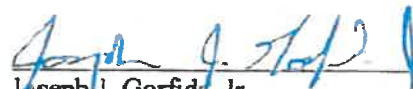
*(signature page to follow)*

EXECUTED this 8<sup>th</sup> day of May, 2017.

City of Lucas, Texas

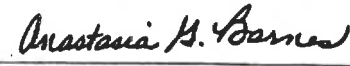
By:   
Joni Clarke, City Manager

Approved as to form:

By:   
Joseph J. Gorfida, Jr.  
(04-17-2017/85354)

EXECUTED this 8th day of May, 2017.

Barnes Waste Disposal, Inc.

By:   
Name: Anastasia G. Barnes  
Title: President

Provider (Trash/Recycling)	Barnes (Trash Republic (Recycling))	Republic (Trash/Recycling)	Republic (Trash/Recycling)	CWD (Trash/Recycling)	CWD (Trash/Recycling)
City	Lucas	Murphy	Fairview Rates/Services	Allen	Wylie
<b>Residential Solid Waste Cost</b> (does not include sales tax)	Basic: \$21.57 per month Expanded: \$26.50 per month Expanded Plus: \$31.43 per month	\$16.94 per month  Cost Breakdown Trash = \$13.02 per month Admin/Franchise Fee = \$2.65 per month	\$20.17 per month for both trash/recycling  \$18.80 per month for senior citizens (65+)  <u>Cost Breakdown</u> Trash/Recycling = \$18.37 per month Admin Fee = \$1.80 per month	\$7.57 per month for both trash/recycling	\$13.39 per month for both trash/recycling
<b>Residential Recycling Cost</b> (does not include sales tax)	\$7.80 per month  Note: Subscription-based recycling services	\$3.13 per month  <u>Cost Breakdown</u> Recycling = \$2.49 Admin/Franchise Fee = \$0.64	<u>Cost Breakdown</u> Trash/Recycling = \$18.37 per month Admin Fee = \$1.80 per month		
<b>Additional Residential Services</b>	Monthly rate for each additional 120 gallons of refuse or polycart collected above the Expanded Plus Service = \$4.93	Household hazardous waste, electronic waste, and document shredding bi-annual event = \$0.79 per month  <u>Cost Breakdown</u> Rate = \$0.63 per month Admin/Franchise Fee = \$0.16 per month	Handicap carryout included, no franchise fees, recycling once per week with existing 65-gallon cart  Special "Carry Out" trash service for able-bodied residents is an additional \$31.63 per month (plus sales tax and does not include bulk/brush pickup)  Special "Carry Out" trash service for senior citizens is an additional \$19.77 per month (plus sales tax and does not include bulk/brush pickup)  Note: Breakdown of fees for trash and recycling is not available	This includes one 95-gallon solid waste cart and one 95-gallon recycling cart  Weekly solid waste collection, weekly yard trimmings collections, every-other week recycling collection, once monthly on-call bulk item pick up, once monthly on-call loose brush collection, and one-time new residential move-in collection of cardboard boxes	Note: Breakdown of fees for trash and recycling is not available
<b>Residential Bulk/Brush</b>	Residents must call in advance for bulk items (furniture, appliances, junk clean out, yard debris)  Route personnel are limited to 2 cubic yards of bulk, twice a month, collected with regular trash once it has been scheduled. Two cubic yards is 6ft long x 3ft wide x 3ft tall	\$7.50 per cubic yard past 4 cubic yards  1-4 cubic yards free. Charge is for amounts of bulk and brush exceeding 4 cubic yards  Weekly pickup of bulk and brush	Residential bulk and brush pickup once per month not to exceed 12 yards, and brush not to exceed 40 pounds  Bulk and brush pickup are once per month	For bulk pickup, residents must call CWD to request a quote for pickup	For bulk/brush pickup, residents must call CWD to request service  Bundles must be less than 50 lbs, maximum of 6 cubic yards per pickup, maximum of 24 cubic yards per year
<b>Solid Waste/Recycling Carts</b>	\$5.71 per month per additional solid waste cart  \$3.03 per month per additional recycling cart	\$8.00 per month per additional solid waste cart  \$6.00 per month per additional recycling cart	\$8.00 per month per additional solid waste cart  \$8.00 per month per additional recycling cart	\$4.31 per month per additional solid waste cart  \$2.10 per month per additional recycling cart	\$4.07 per month per additional solid waste cart  \$2.25 per month per additional recycling cart

**FIRST AMENDMENT TO RECYCLING COLLECTION AND DISPOSAL  
AGREEMENT**

This First Amendment to Recycling Collection and Disposal Agreement (this “Amendment”) is entered into as of September 1, 2019 (“Effective Date”), between the City of Lucas, a municipality organized under the state of Texas (the “City”), and Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Plano (“Contractor”).

**Recitals**

A. The City and Contractor entered into that certain Recycling Collection and Disposal Agreement, dated February 12, 2018 (the “Agreement”).

B. The City and Contractor have now agreed to modify the terms to address changes in the recycling fees and services as identified below.

**Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree to the following terms and conditions:

1. **Recyclables.** Exhibit A is deleted and replaced with the attached, revised Exhibit A.

2. **Rates.** The rates in Exhibit B are updated as follows (and are subject to rate adjustments in Section 6 of the Agreement):

Monthly Subscription Rate:	\$7.29
Hauling Rate:	\$5.98
Processing Commodity Rate:	\$1.31
Extra Cart Rate:	\$2.84
Exchange Rate for Abuse to Container:	\$51.65

3. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

4. **Continuing Effect.** Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and

treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

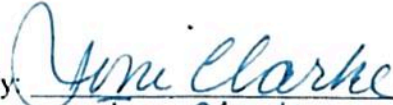
**CONTRACTOR:**

**CITY:**

REPUBLIC SERVICES OF PLANO

CITY OF LUCAS

By:   
Name: Amy Adcox  
Title: General Manager

By:   
Name: Joni Clarke  
Title: City Manager

**EXHIBIT A**  
**CONTRACTOR'S SCOPE OF SERVICES**

Contractor will collect Recyclable Materials in a 95-gallon poly cart with an automated sideload vehicle.

Contractor will offer subscription services every other week to citizens within the boundaries of Lucas, Texas.

Contractor will collect Recyclable Materials that fit in the container or cart content only and transport to a MRF. The following additional terms govern the recycling services:

1. Recycling Services Definitions.

1.1 "Acceptable Material" means the materials listed in Section 8 below.

1.2 "Unacceptable Material" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing ("Recycling Services").

2. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. Customer shall pay Contractor a rate of \$7.23 per Unit for the collection and processing of Recyclable Materials. This Collection and Processing rate assumes that, on average, the Recyclable Materials consist of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold"). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 6 of the Agreement.

4. Right to Inspect/Audit. Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Contractor shall return 100% of City's recycling commodity value to City each month. City's "Recycling Commodity Credit" shall be determined by multiplying the per-ton market value of the processing facility's Average Commodity Mix by the number of tons of Recyclable Material collected from City and processed each month. The processing facility's "Average Commodity Mix" means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Contractor)



or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility's Average Facility Commodity Mix is set forth in the attached Exhibit A-1. The per-ton value of the processing facility's Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values (as set forth in Exhibit A-1) to the facility's Average Commodity Mix including any negative commodity market values and Contractor's charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material ("Residue").

6. Reporting and Credit. Contractor will provide City with a monthly report detailing the total tons of Recyclable Material received from the City during the previous month and the calculation of City's Recycling Commodity Credit for that month. If the City's account is billed in the aggregate to the City, the previous month's Recycling Commodity Credit will be issued as a credit on the next month's invoice to the City (if the Recycling Commodity Credit exceeds the City's invoice amount, then Contractor will issue a check to City for the balance of its Recycling Commodity Credit). If the City's account is Customer-billed, then Contractor will issue a check to City for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated

- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]

9. Unacceptable Material. Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

**EXHIBIT A-1**  
**RECYCLING FACILITY AVERAGE COMMODITY MIX**

**Lucas, TX**

*Single Stream Commodity Mix / Value*

Disposal Cost / Ton for Residual	\$ 31.00
Transportation Cost / Ton for Residual	\$ 24.00
MRF Processing Cost / Ton	\$ 90.00

Every recycle stream is different and should be audited to determine contents.

Commodity Type	10 Year Average Commodity Revenue Per Ton (\$/ton)	Mix of Recycling Stream %
OCC/Cardboard	\$ 85.00	35.4%
Mixed Paper	\$ 35.90	26.2%
ONP	\$ -	0.0%
Sorted Office	\$ -	0.0%
Sorted White Ledger	\$ -	0.0%
HDPE Natural	\$ 560.00	0.0%
HDPE Color	\$ 300.00	1.5%
PET	\$ 320.00	5.0%
Mixed Plastics (3-7)	\$ 280.00	1.2%
Steel Cans/Metal	\$ 130.00	1.9%
Aluminum	\$ 1,130.00	1.2%
Mixed Glass	\$ -	8.1%
Green Glass	\$ -	0.0%
Brown Glass	\$ -	0.0%
Clear Glass	\$ -	0.0%
Mixed Aggregate	\$ -	0.0%
Concrete	\$ -	0.0%
Asphalt	\$ -	0.0%

Wood - Unprocessed	\$ -	0.0%
Wood - Processed	\$ -	0.0%
Fines - Daily Cover	\$ -	0.0%
Dirt	\$ -	0.0%
Bulk Metal	\$ -	0.0%
Bulk Plastics	\$ -	1.0%
Custom 1	\$ -	0.0%
Custom 2	\$ -	0.0%
Custom 3	\$ -	0.0%
Custom 4	\$ -	0.0%
Custom 5	\$ -	0.0%
<b>Residual Waste</b>	<b>\$ (55,00)</b>	<b>18.6%</b>



**REQUEST FOR PROPOSALS**

for

**SOLID WASTE AND RECYCLING SERVICES**

per

**THE CITY OF LUCAS SPECIFICATIONS**

At

**Lucas City Hall  
665 Country Club Road  
Lucas, TX 75002**

**DUE DATE: \*\*\***

**DRAFT**



## REQUEST FOR PROPOSALS

The enclosed Request for Proposals (RFP) is for your convenience in proposing the enclosed referenced products and/or services for the City of Lucas. Sealed proposals shall be received no later than:

**\*\*\*DATE/TIME\*\*\***

### PRE-PROPOSAL CONFERENCE

The City of Lucas will host a pre-proposal conference on **\*\*\* DATE/TIME\*\*\*** in the City of Lucas Conference Room, located at 665 Country Club Road, Lucas, Texas 75002.

Please reference RFP "SOLID WASTE AND RECYCLING SERVICES," in all correspondence pertaining to this RFP and affix this label to outside front of proposal envelope for identification. All proposals shall be to the attention of the City Secretary.

The City of Lucas appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the Lucas City Hall Conference Room. No results will be read aloud when proposals are submitted to the City. However, the City will acknowledge all proposals received via email to all bidders.



**REQUEST FOR PROPOSALS INSTRUCTIONS  
AND TERMS OF CONTRACT  
SOLID WASTE AND RECYCLING SERVICES**

By order of the City Council of the City of Lucas, Texas, sealed proposals will be received for:

**SOLID WASTE AND RECYCLING SERVICES**

**TO PROVIDE** for an annual agreement commencing October 1, 2022, and continuing for a five (5) year period. The City of Lucas reserves the right to extend this Agreement for up to two (2) additional three (3) year periods as it deems to be in the best interest of the City.

**IT IS UNDERSTOOD** that the City Council of the City of Lucas, Texas reserves the right to reject any and/or all proposal for any/or all products and/or services covered in this RFP and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interests of the City of Lucas.

**PROPOSALS MUST BE** submitted on the forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope, with the letter of intent and the forms manually signed by a person having the authority to bind the firm in a Contract and marked clearly on the outside as shown below. Five copies of each proposal must be included in the bid packet. Electronic/Facsimile transmittals **will not** be accepted.

---

**SUBMISSION OF PROPOSALS:**

Sealed proposals must be submitted no later than **\*\*\*DATE/TIME\*\*\*** to the following address:

City of Lucas  
665 Country Club Road  
Lucas, Texas 75002  
Attention: City Secretary Stacy Henderson

**Please mark envelope with:**

**“CITY OF LUCAS SOLID WASTE AND RECYCLING SERVICES”**

## **PUBLIC NOTICE FOR AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The City of Lucas acknowledges its responsibility to comply with Title II of the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services for participation in or access to the City of Lucas' sponsored public programs, services, and/or activities, the City requests that the individual make request for these services at least 48-hours ahead of the scheduled event. To make arrangements, please contact City Secretary Stacy Henderson for the City of Lucas at 972-912-1211 or shenderson@lucastexas.us.

## **TEXAS PUBLIC INFORMATION ACT**

The City is subject to the Texas Public Information Act ("the Act"), a state law which may require the City to make the information provided in response to this RFP available to the public upon request following award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must clearly identify such information within the proposal. In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer and confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer's sole cost, to comply with the Act's provisions relating to submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public pursuant to the Act.

## **PROPOSER CONTACT WITH THE CITY**

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win City business, the following requirements will be enforced during the proposal process:

All requests for information will be made in writing to:

City Secretary Stacy Henderson, shenderson@lucastexas.us.

Replies to all information-pertinent requests will be sent in the form of an addendum to all bidders. **No direct contact with or lobbying of City management, City staff, consultant, or the Lucas City Council will be permitted during the RFP process after the RFP is released to the public.**

No gifts, lunches, or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified from consideration.



**FUNDING:** Funds for payment have been provided through the City of Lucas budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

**LATE PROPOSALS:** Proposals received in the City of Lucas City Secretary's Office after submission deadline will be considered void and unacceptable. The City of Lucas is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of one hundred and twenty (120) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

**SALES TAX:** The City of Lucas is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax.

**AGREEMENT AWARD:** The City reserves the right to award any combination of the services as is deemed in the best interest of the City. The City also reserves the right to not award the services.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the Agreement will be made in writing by the City Manager.

**NET PRICES:** If during the life of the Contract, the successful Proposer's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Lucas.

**DELIVERY:** All delivery and freight charges (F.O.B. City of Lucas) are to be included in the proposed price.

**CONFLICT OF INTEREST:** No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local

government entity. By law, this questionnaire must be filed with the City Secretary of the City of Lucas not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**ETHICS:** Proposer shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lucas.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. In the absence of such, a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the specifications of the RFP. The City of Lucas reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**ADDENDA:** Any interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lucas City Manager. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in RFP specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lucas City Manager. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

**LEGAL COMPLIANCE:** Proposal must comply with all federal, state, county, and local laws concerning these types of service(s).

**QUALITY:** Design, strength, and quality of materials must conform to industry standards.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

**REQUIRED DOCUMENTATION:** Proposer shall provide with this RFP response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

**INSURANCE AND INDEMNIFICATION:** Successful proposer shall defend, indemnify, and save harmless the City of Lucas and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any agreement which may result from RFP award. Successful Proposer indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Lucas a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the Owner City of Lucas as an additional insured on the required coverage.

**WAGES:** Successful Proposer shall pay or cause to be paid, without cost or expense to the City of Lucas, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**NOTICE:** Any notice provided (or required by law) to be given to the successful Proposer by the City of Lucas shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Lucas, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful Proposer agrees to protect the City of Lucas from claims involving infringement of patents and/or copyrights.

**AGREEMENT ADMINISTRATOR:** Under this Contract, the City of Lucas may appoint an Agreement Administrator with designated responsibility to ensure compliance with Agreement requirements, such as but not limited to, acceptance, inspection and delivery. The Agreement Administrator will serve as liaison between the City and the successful Proposer.

**ITEMS:** All items supplied under this Agreement shall be subject to the City's approval.

**SAMPLES:** When requested, samples shall be furnished free of expense to the City of Lucas.

**WARRANTY:** Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be

free from all defects in material, workmanship and title.

**REMEDIES:** The successful Proposer and the City of Lucas agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Lucas, Texas.

**ASSIGNMENT:** The successful Proposer shall not sell, assign, transfer, or convey this Contract, in whole or in part, without prior written consent of the City of Lucas.

**SPECIFICATIONS:** Specification and model numbers are for description only. Proposer may propose on description only. Proposer may propose an alternate model but must clearly indicate the alternate model being proposed. Proposer must enclose full descriptive literature on alternate item(s).

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement. Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Lucas by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

**RFP NOTIFICATION:** The City of Lucas will notify interested parties of the RFP posting. This is the only form of notification authorized by the City. The City of Lucas shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all information received by sources other than what was aforementioned.

**EMPLOYMENT ELIGIBILITY VERIFICATION:** The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the Agreement with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**PROPOSAL SUMMARY SHEET:** Proposal summary results will be made available upon execution of Agreement with the successful Proposer. Proposers desiring a copy of the proposal summary sheet may request a copy via email at [shenderson@lucastexas.us](mailto:shenderson@lucastexas.us). No results will be given over the telephone.

**ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Proposers are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The City also encourages proposers to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

**QUESTIONS:** Any questions concerning this RFP should be directed to the City Manager (Email: [jclarke@lucastexas.us](mailto:jclarke@lucastexas.us)).

DRAFT



## CITY OF LUCAS

### REQUEST FOR PROPOSALS

#### SOLID WASTE AND RECYCLING SERVICES

The City of Lucas will receive proposals for furnishing **SOLID WASTE AND RECYCLING SERVICES**. Proposals must be received no later than **\*\*\*DATE/TIME\*\*\***. Proposals submitted by that time will be reviewed by committee. Any proposals received after **\*\*\*DATE/TIME\*\*\*** will not be opened. Any questions regarding the specifications and process should be directed to the City of Lucas City Manager.

Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements, or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.

## **SECTION I: BACKGROUND**

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The City of Lucas is a community of approximately 8,000 residents in the northeastern portion of the Metroplex. The City places a high priority on providing excellent municipal services, including solid waste and recycling services. The City's current Agreement for solid waste services expires on September 30, 2022. The current Agreement provides for residential services and City services. The current Agreement does not provide for commercial collection services or exclusive right to roll-off services. Currently, commercial businesses are responsible for sourcing their own solid waste provider. For materials collected within the City, the current contractor is responsible for disposal of all solid waste and bulk waste, and processing of all program recyclable materials. This section provides an overview of the current services.

### **1. Residential Services**

Under the current solid waste contract, the provider services approximately 2,454 residential units within the City. From November 1, 2020, through October 31, 2021, 4,300 tons or 8,600,000 pounds of refuse was collected from the City of Lucas.

Current rates for solid waste residential services can be found in Appendix A.

Current rates for recycling residential services can be found in Appendix B.

### **2. City Services**

The current contracts provide for solid waste and recycling services to City facilities. The solid waste provider supports one annual clean-up event. City services are not billed to the City.

## **SECTION II: SPECIFICATIONS**

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The purpose of this section is to familiarize Proposers with the requested scope of services. Proposer must carefully review the Agreement in Appendix C for the complete scope of services. Services performed will be in accordance with the Agreement included as Appendix C. If the City elects an alternative scope of services for residential services, the Agreement shall be amended accordingly. The following is overview of the scope of services.

### **1. Agreement Term**

An Agreement awarded in response to this RFP will be for an initial term of five (5) years commencing on October 1, 2022. The City shall have the option to renew the Agreement for two (2) additional renewal terms of three (3) years each.

### **2. Exclusive Franchise**

The successful Proposer will be granted the exclusive right to provide residential services, roll-off services, and City services except as explicitly excluded in the Agreement. As an

add-alternate, if selected by the City, the successful Proposer may also be granted the exclusive right to provide commercial services commencing \*\*\*DATE\*\*\*

### 3. Residential Services

The successful Proposer shall provide all residents the following base service; (i) once per week collection of solid waste via carts; (ii) once per week collection of program recyclable materials via carts; (iii) bulk trash collection (**see options for alternates**).

#### **Add-alternates for residential bulk trash collection services are as follows:**

**Alternate #1:** Once per month bulk trash collection (maximum of 6 cubic yards per collection), with items collected within 48-hours of being placed out. The City has a strong preference for proposals that elect to respond to Alternate #1 to complete the bulk trash collection on the same day that regular service is provided to a property. For example, if residential collection is typically made on Tuesday, then the monthly bulk collection should also be made on a Tuesday in that month.

**Alternate #2:** Six times per year (maximum of 6 cubic yards per collection), on-call bulk trash collection service, with residents being allotted a maximum of six bulk trash collections per year, available “on-demand” and scheduled at the request of a resident. Collections must be made within 48-hours of being placed out.

**The Proposer must provide a response to this RFP that includes one of the aforementioned options for delivering bulk collection services to the City of Lucas.**

### 4. Commercial Services

Currently, the City does not have exclusive rights to commercial collection services included in its contract. Commercial entities are responsible for sourcing and selecting their own solid waste provider. The City is interested in learning more about how the inclusion of exclusive rights to commercial collections would affect overall rates for Lucas residents. As a result, the following add-alternate for commercial collection is as follows:

**Alternate #3:** Commercial solid waste collection. The Proposer may submit a plan to provide collection of solid waste via dumpsters or dumpster compactors commencing in \*\*\*DATE\*\*\*. For commercial services units that are low-waste generators, the successful Proposer shall provide collection of solid waste via the same means as residential services. For commercial service units, Proposer must outline a detailed transition plan for commercial entities with current providers to transition to the Proposer’s services by \*\*\*DATE\*\*\*

NOTE: The City of Lucas is served by six school districts (Allen, Lovejoy, Plano, McKinney, Princeton and Wylie) and one private school (Lucas Christian Academy). Their corresponding facilities in Lucas are not included in the collection routes for the purposes of the RFP.



## **5. Roll-off Services**

The successful Proposer shall provide collection of solid waste, including construction and demolition debris, via roll-off and roll-off compactors.

## **6. City Services**

The successful proposer shall provide City Services in accordance with the Agreement. The successful Proposer shall provide City Services at no cost to the City unless explicitly authorized in the Agreement. City Services will include, but will not be limited to, the following:

- a) Collection and disposal of solid waste from City Facilities;
- b) Collection and processing of program recyclable materials from City Facilities;
- c) Unlimited collection and processing of one roll-off for use by the City's Public Works Department;
- d) Collection of household hazardous waste annually at an event to be designated by the City;
- e) Roll-off containers provided for two City events to be held in the spring and fall;
- f) Contractor will be responsive to any storm events or acts of nature. Proposer must provide a fee schedule outlining the hourly rate for storm debris collections.

## **7. Program Recyclable Materials Collection**

Program recyclable materials shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that City may elect to include in its recycling program.

## **8. Program Household Hazardous Waste and Electronics Collection**

Program household hazardous waste and electronics shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that City may elect to include as part of the program.

## **9. Residential Services Set-out Limits**

For Residential Services, solid waste set-out limits shall not be enforced for (i) first collection following a holiday; (ii) first collection following a move-out or move-in, and (iii) Monday of last full week in December to Saturday of first full week in January.

## **10. Disposal and Processing of Materials Collected**

The successful Proposer shall be responsible for disposal of solid waste and bulk waste and processing of program recyclable materials, yard trimmings, and program household hazardous waste and electronics collected within the City. The Proposer must disclose to the City how much percent by weight they are able to process for the following collections: (i)

residential solid waste, (ii) recycling, (iii) bulk trash, (iv) household hazardous waste, and (v) electronics.

## **11. Collection Days**

For residential services, the City has a strong preference for all program collections to be provided on the same day in each cycle for each customer. For example, if a resident receives regular solid waste collection on a Tuesday, then the City would strongly prefer that recycling and bulk collections also occur on a Tuesday, allowing for maximum consistency and predictability for residents' collection schedules. Proposers may propose alternative collection days for residential services. For other services, the successful Proposer and customer shall mutually agree on collection days.

## **12. Holidays**

If a holiday occurs on a scheduled collection day for a residential service unit, the successful Proposer shall perform the collection for the holiday and the remainder of the week ending on Friday on the next calendar day after the scheduled collection day.

## **13. Collection Location**

Unless otherwise instructed in writing by City, the successful Proposer shall provide collection for solid waste, program recyclable materials, and bulk waste for residential service units at a location agreed upon between the successful Proposer and the City.

## **14. Public Education and Outreach**

The successful Proposer shall develop, submit for approval from the City, and distribute program introduction notices and non-acceptable set-out notices.

## **15. Carts**

The successful Proposer shall purchase new carts that will be used for the Agreement. Prior to the initial distribution, the successful Proposer shall mail a Cart Selection Notice to each residential service unit. Proposer shall provide a 95-gallon solid waste cart unless a 65-gallon solid waste cart is requested by the Customer. Proposer shall provide a 95-gallon recycling cart unless 65-gallon recycling cart is requested by the Customer. The successful Proposer shall be responsible for the carts during the Agreement term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements. Senior Residents aged 65 and older will be entitled to the smaller carts without any additional charges.

## **16. Collection Vehicles**

The successful Proposer shall utilize collection vehicles that meet the requirements set forth in the Agreement. This includes a requirement that collection vehicles shall be ten (10) years

old or less. The City also has a preference for 26 cubic yard or smaller collection vehicles to be used for alley collections.

### **17. Customer Service**

The successful Proposer shall be responsible for managing all customer service requests in accordance with the requirements of the Agreement. As set forth in the Agreement, the successful Proposer shall provide weekly reports of customer service requests to the City and an overview of all customer interactions, service requests, and complaints provided during the first week of each month to reflect the prior month's activity.

### **18. Local Customer Services Office**

The successful Proposer shall maintain a local office within 20 miles of the City of Lucas City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or completion of collection from residential service units, Monday through Friday. For after office hours, local office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

### **19. Billing**

The City shall be responsible for billing base services for residential services. The successful Proposer shall be responsible for all other billings including other residential services, commercial services, and roll-off services.

### **20. Franchise Fee**

The successful Proposer shall pay the City a franchise fee equal to eight percent (8%) of gross billings for services provided via the Agreement within the City.

### **21. Performance Bond and Insurance**

The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Agreement.

## SECTION III: PROPOSAL CONTENT

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Proposers must submit the following information with Proposal packets in support of their Proposals. Proposers are required to use the following format in response to the specifications and include a corresponding Table of Contents for submittals.

### **PLEASE NOTE:**

**Any material submitted by the Proposer that is considered to be proprietary and confidential must be marked accordingly. Any documents marked as proprietary and confidential will be treated as such. Any documents not marked as proprietary and confidential will be treated as normal records. It is incumbent upon the Proposer to mark submitted documents. The City will not do so.**

### **1. Letter of Intent and Company Overview**

- a) Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred twenty (120) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.
- b) Proposers must complete Form 1- Company Information.

### **2. Method of Approach**

- a) **Overview of Approach to Services.** Proposer shall provide a brief overview of the method of approach for providing the following services responsive to the aforementioned specifications.
  - (i) Residential Services
    1. Solid Waste
    2. Recycling
    3. Bulk:
      - Alternate #1:** Once per month bulk trash collection, or
      - Alternate #2:** Six times per year, on-call bulk trash collection service
  - (ii) Roll-off Services
  - (iii) City Services
  - (iv) Commercial Services
    - Alternate #3:** Commercial solid waste collection
- b) **Description of Personnel.** Proposer shall meet the personnel standards as set forth in the Agreement. Proposer shall describe the following:
  - (i) Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.
  - (ii) Proposer shall describe any training programs for personnel.
  - (iii) Proposer shall describe the dress code that is required for personnel.

- c) **Recyclable Materials to be Collected.** Proposer shall identify all program recyclable materials to be collected.
- (i) Proposer shall collect, at a minimum, the materials defined as program recyclable materials in the Agreement.
  - (ii) Proposer shall identify any additional materials that can be collected as part of the recycling program at no additional cost.
  - (iii) Proposer shall describe approach to processing materials that can be collected as part of the recycling program.
- d) **Program Household Hazardous Waste and Electronics to be Collected.** Proposer shall identify all household hazardous waste and electronics to be collected during the aforementioned twice per year City designated special events.
- (i) Proposer shall collect, at a minimum, the materials defined as program household hazardous waste and electronics in the Agreement.
  - (ii) Proposer shall identify any additional materials that can be collected as part of the program household hazardous waste and electronics program at no additional cost.
  - (iii) Proposer shall describe approach to processing materials that can be collected as part of the program household hazardous waste and electronics program.
- e) **Collection Route Schedules and Maps.** Proposer shall include a proposed route schedule and maps for residential service units. Proposers must describe the collection route schedules and maps. If responding to Alternate #3, Proposer must include a proposed route schedule and maps for commercial service units.
- f) **Description of Carts.**
- (i) Proposer shall describe the carts that will be purchased by the Proposer. The description shall include, at a minimum, the manufacturer, capacity, and color. Recycling carts shall be blue. Photos of the proposed carts should be included.
  - (ii) If requested, Proposer shall provide a sample of the carts to the City.
  - (iii) Proposer shall describe procedures used to minimize damage to carts.
  - (iv) City shall have the sole decision in determining the appearance of carts.
- g) **Description of Commercial Containers—IF RESPONDING TO ALTERNATE #3**
- (i) Descriptions shall include, at a minimum, the manufacturer, color, and capacities on the containers. Photos of the proposed commercial containers and roll-offs should be included.
  - (ii) Proposers must provide a description of the maintenance program, including frequency of cleaning and any fees associated with excessive maintenance.
  - (iii) Proposers must offer, at a minimum, dumpster of the following sizes: two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard, eight (8) cubic yard, and ten (10) cubic yard. In addition, Proposers must offer, at a minimum, compacting dumpster of the following sizes: two (2) cubic yard; three (3) cubic yard, four (4) cubic yard, six (6) cubic yard, and eight (8) cubic yard. Proposers must offer suitable receptacles for low-waste generators. Proposers may offer additional commercial

- container sizes.
- (v) Proposers must offer, at a minimum, roll-offs of the following sizes: ten (10) cubic yard and twenty (20) cubic yard. In addition, Proposers must offer compacting roll-off of twenty-five (25) cubic yards in size. Proposers may offer additional commercial roll-off container sizes. The successful Proposer may only drop-off roll-off containers in driveways and parking lots. No roll-off container should be located in a residential or public street.
- h) **Description of Collection Vehicles.** Proposer shall provide a description of all collection vehicles to be used to provide service under the Agreement. Collection vehicles shall comply with the requirements of the Agreement. Descriptions shall include:
- (i) Make, model, and age of each proposed vehicle. Photos of each type of vehicle proposed should be included.
  - (ii) Size of vehicles.
  - (iii) Number of front line and spare vehicles to be used to perform each service.
  - (iv) Any future equipment to be acquired and a timeline for acquisition of new equipment.
  - (v) Number of personnel needed for each collection crew to conduct each service.
  - (vi) Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning vehicles.
  - (vii) Environmental features or benefits of proposed collection vehicles (e.g. compressed natural gas).
  - (viii) Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.
- i) **Disposal and Processing Facility Information.** Proposers shall provide the following information for all disposal and processing facilities to be used to provide services under the Agreement.
- (i) Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
  - (ii) Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
  - (iii) Contact name and phone number of the site manager.
  - (iv) Term of the Proposer's Agreement with the facility and/or limitations.
  - (v) If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents

their commitment to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- j) **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
  - (i) Description of customer complaint resolution procedures.
  - (ii) Proposed customer call center information including location of call-center and a direct point of contact should issues arise.
  - (iii) Description of proposed policies for set-outs that exceed set-out limits including documentation, communication with residents and communication with the City.
  
- k) **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing services (excluding base services for residential services). Proposer shall include a description of proposed non-payment procedures.
  
- l) **Description of Transition Plan.** Proposer will describe its proposed strategies to ensure a smooth transition from the current contractor to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
  - (i) Individual or group of individuals that will oversee the execution of the transition plan.
  - (ii) Proposed approach including equipment, personnel, and schedule, for delivering carts to residential service units. Proposers shall also describe how the delivery of carts will be conducted in coordination with removal of the existing cans/carts used by customers.
  - (iii) Proposed approach for commercial container delivery, including a proposed date for the completed transition, if the Proposer elects to respond to Alternate #3.
  - (iv) Overall schedule for the transition.
  - (v) Proposed strategies for customer communication regarding the transition of service providers, including residential service units and, if responding to Alternate #3, commercial service units.
  - (vi) Description of exceptions to Agreement. Proposer shall identify any and all exception(s) to this RFP and the Agreement. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Agreement will be considered and included in the City's evaluation. If Proposer fails to list any **exceptions, Proposer shall not raise any exceptions later if selected for award.**

### **3. Experience and References**

#### **a) Experience of Key Personnel**

Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City.

#### **b) References**

Proposers shall provide a minimum of three references for other communities, preferably in the Dallas-Fort Worth Metroplex, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:

- i. Name of community and description of services provided, including number of residential service units and commercial service units.
- ii. Contact person, including name, title, phone number, and email address.
- iii. Number of years of service and year in which services began.

### **4. Insurance, Performance Bond, and Financial History**

- a) Proposal shall include a statement that the Proposer agrees to comply with the performance bond and insurance requirements set forth in the Agreement.
- b) Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two (2) years.

### **5. Other Forms**

- a) Proposers must complete Form 2 – Conflict of Interests
- b) Proposers must complete Form 3 – Pricing Information



## SECTION IV: PROPOSAL EVALUATION

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Award of an Agreement will be based upon the best value for the City. The Proposals will be evaluated using the following criteria and scoring system. The following table shows the maximum points and relevant Proposal content that will be considered for each scoring criteria.

Proposal Evaluation Criteria

<b>Criteria</b>	<b>Proposal Content Considered</b>	<b>Maximum Points</b>
Letter of Intent and Company Overview	Section 1	10
Method of Approach	Section 2	30
Experience of Key Personnel	Section 3	30
Insurance, Performance Bond, and Financial History	Section 4	30

The City may elect to conduct interviews of Proposers. If the City conducts interviews, the presentation shall be led by the Proposer's proposed day-to-day contact person for the City. Interviews are tentatively scheduled for a date to-be-specified during \*\*\*DATE\*\*\*. Proposers will be re-scored once the interviews are complete.

**FORM 1: Company Information**

Company Name:	
Address:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address:	
Number of Years in Business:	

## **FORM 2: Conflict of Interest**

Texas Local Government Code §176.006(a) requires a vendor to file a completed conflict of interest questionnaire in the form prepared by the Texas Ethics Commission (Form CIQ) if the vendor has a business relationship with a local governmental entity and:

1. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that (i) an Agreement between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into an Agreement with the vendor;
2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that (i) an Agreement between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into an Agreement with the vendor; excluding any gift described by Texas Local Government Code Section 176.003(a-1); or
3. Has a family relationship with a local government officer of that local governmental entity.

The completed questionnaire must be filed with the City Secretary not later than the seventh business day after the later of:

1. The date that the vendor (A) begins discussions or negotiations to enter into an Agreement with the local governmental entity; or (B) submits to the local governmental entity an application, response to a RFP or bids, correspondence, or another writing related to a potential Agreement with the local governmental entity; or
2. The date the vendor becomes aware (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Texas Local Government Code §176.006(a); (B) that the vendor has given one or more gifts described by Texas Local Government Code §176.006(a); or (C) of a family relationship with a local government officer.

It is the responsibility of every vendor filling out and submitting a proposal pursuant to this RFP to determine if there is a conflict meeting the parameters listed above. If so, the City of Lucas requires this Questionnaire be completed and turned in with the proposal.

Note that Texas Local Government Code §176.013 establishes criminal penalties for failing to answer and submit a conflicts of interest questionnaire when required to do so as well as allows the City to declare an Agreement void if the City determines the vendor failed to submit the required questionnaire.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B)**:

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

### **Disclosure of Interested Parties (Form 1295)**

Prior to entering into an Agreement with the City for the services to be provided pursuant to this RFP, the successful Proposer must complete a “Disclosure of Interested Parties” form (Form 1295) on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) . By law, the City cannot sign an Agreement with the successful Proposer until Form 1295 is completed.

### **Certification Regarding Boycotting Israel**

Texas Government Code §2270.002 prohibits a governmental entity from entering into an Agreement with a company for goods and services unless the Agreement contains a written verification from the company that the company does not boycott Israel and that it will not boycott Israel during the term of the contract. Any proposer that cannot so certify shall be disqualified.

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**FORM 3: Pricing Information - Proposed Fees for Residential Services**

Proposers shall complete this form to provide the City with an understanding of the base fees for residential service collection.

<b>Residential Services</b>	
<b>Description</b>	<b>Proposed Monthly Fee per Residential Service Unit</b>
<i>Collection and Disposal Processing Services</i>	
Acceptable Solid Waste	
Program Recyclable Materials	
Bulk Trash	
Alternate #1:	
Alternate #2:	
<b>TOTAL PROPOSED MONTHLY RESIDENTIAL FEE</b>	
<i>Additional Cart Services</i>	
Additional 95-gallon Solid Waste Cart	
Additional 95-gallon Recycling Cart	
<b>TOTAL PROPOSED MONTHLY ADDITIONAL FEE</b>	

1. Proposed fee exclude 8% franchise fee.
2. Includes disposal and/or processing of collected material.
3. Includes purchase, assembly, and initial distribution of carts.
4. Includes storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
5. Sum of all above tows. Contractor shall provide a 10% discount for senior citizens, as described in the Agreement.

**FORM 4: Pricing Information - Proposed Fees for Roll-Off Services**

Proposers shall complete this form to provide the City with an understanding of the base fee for roll-off services.

<b>Roll-off Services</b>				
<b>Roll-off Type and Size</b>	<b>Container Rental Fee (Per Month)</b>	<b>Initial Delivery Fee (One-time)</b>	<b>Collection Fee (Per Pull)</b>	<b>Disposal Fee (Per Ton)</b>
10 CY				
20 CY				
25 CY Compactor				
Other Proposed Sizes				

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Agreement.
2. Proposed fee excludes 8% franchise fee.

**Proposed Other Fees for Roll-Off Services**

<b>Residential Services</b>		
<b>Description</b>	<b>Details</b>	<b>Fee Per Month</b>
Lock		
Set of Casters		
Permit*	<i>Actual Cost to Proposer</i>	
Opening and Closing of Enclosures		

1. Proposed fee excludes 8% franchise fee.



**FORM 5: Pricing Information - Commercial**

**Proposed Fees for Commercial Service – Alternate #3**

Proposers shall complete this form to provide the City with an understanding of fee differences if Commercial Services were to be included in the Agreement. Should the City choose to implement this service alternative, the pricing would be established with relevant pricing in the below form to develop the total monthly fee for commercial service units in conjunction with the relevant pricing for residential service units. For example, if the City chooses to implement Alternate #3, the Proposed Fees for Commercial Services from Form 3 and the Proposed Fees for Residential Services with Alternate #3 may be amended to reflect a lower residential fee structure.

**A. Alternate Service**

**Alternate #3: Exclusive Provider for Commercial Service Units**

Dumpster Type and Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
Commercial low- waste generator		n/a	n/a	n/a	n/a	n/a	n/a
2 CY							
3 CY							
4 CY							
6 CY							
8 CY							
10 CY							
2 CY Compactor							
3 CY Compactor							
4 CY Compactor							
6 CY Compactor							
8 CY Compactor							

1. Proposed fee excludes 8% franchise fee.
2. Includes disposal of collected material.

APPENDIX A  
**Current Rates**

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## Trash Collection Services

**City of Lucas Guidelines:** The City of Lucas contracts with Barnes Waste Disposal, Inc. (BWDI) for trash collection services. The charge for trash collection is added to your monthly water bill. If your water is provided by another source, you will receive a bill from the City of Lucas for trash service only.

### General Information:

**Time:** To avoid missing collection, please be sure to have ALL trash out by 7 a.m. on your day of service.

**Basic Service:** The basic monthly service rate is for up to 120 gallons of trash collected each week from a single residence, which is equivalent to (1) 96-gallon polycart container plus up to 3 kitchen sized trash bags. Upon request, each residence will be supplied with (1) 96-gallon polycart at no charge. Basic service is \$22.35 per month (includes tax).

**Expanded Service:** The expanded monthly service rate is for up to 240 gallons of trash collected each week from a single residence, which is equivalent to (2) 96-gallon polycart containers plus up to 3 kitchen sized trash bags. Residents should contact BWDI to request expanded service. BWDI will then notify the City and your bill will be adjusted for the additional monthly cost. Expanded service does not change the collection frequency or the amount of included bulky items collected. Expanded service is \$27.28 per month (includes tax).

**Expanded+ Service:** The expanded+ monthly service rate is for up to 340 gallons of trash collected each week from a single residence, which is equivalent to (3) 96-gallon polycart containers plus up to 3 kitchen sized trash bags. Residents should contact BWDI to request expanded service. BWDI will then notify the City and your bill will be adjusted for the additional monthly cost. Expanded service does not change the collection frequency or the amount of included bulky items collected. Expanded service is \$32.21 per month (includes tax).

**2 Basic Service:** The 2 basic service rate is for up to 440 gallons of trash collected each week from a single residence, which is equivalent to (4) 96-gallon polycart containers plus up to 3 kitchen sized trash bags. Residents should contact BWDI to request expanded service. BWDI will then notify the City and your bill will be adjusted for the additional monthly cost. Expanded service does not change the collection frequency or the amount of included bulky items collected. Expanded service is \$37.92 per month (includes tax).

*BWDI shall have no obligation to collect trash, garbage, or refuse in excess of the service level chosen for your residence. If your residence requires more than the above described services, you may request another polycart and each additional 100 gallons of refuse will be collected at an additional rate. If the amount of trash set out for collection each week exceeds your chosen level of service, you will automatically be raised to the level of service that is appropriate for the amount being collected.*

**Bulk Items:** You must call in advance for bulk items (furniture, appliances, junk clean out, yard debris). Due to limited space on the truck, if you have not called in advance, items may be left. Please label any items that are not obvious as refuse. Route personnel are limited to 2 cubic yards of bulk, twice a month, collected with regular trash once it has been scheduled. Two cubic yards is 6ft long x 3ft wide x 3ft tall, or about the size of a loveseat.

### Special Preparations for Bulk Items:

**-Carpet** must be cut into strips no wider than 48 inches and rolled into secured bundles of no more than 35 lbs.

**-Glass Doors, Mirrors, or Windows** must have the glass broken out and placed into a sealed cardboard or hard-sided container to be collected with the rest of the item.

**-Basketball Goals** must be drained and disassembled.

**Special Collections:** For large amounts of refuse, furniture, bulk items, and/or yard debris in excess of 2 cubic yards, you must call BWDI directly to schedule a special collection.

**Lawn Debris:** All lawn clippings should be contained in either the paper “green bags” or 2mil plastic garbage bags, and weigh no more than 35 lbs. per bag, with a limit of 5 bags collected per week. Excessive grass, leaves, and lawn clippings are subject to an extra charge.

Cut and bundled limbs will be collected in unlimited amounts so long as limbs and brush are cut to no longer than 48 inches in length and bound in bundles of no more than 6 inches in diameter, weighing no more than 35 lbs. A different truck may collect tree limbs/brush if more than 2 cubic yards is placed out.

In addition, BWDI will schedule larger/uncut brush piles on a first come, first serve basis of up to (10) cubic yards, twice per calendar year. This complimentary service requires brush to be curbside and will not be collected with your regular trash. Contact BWDI to schedule a collection.

*BWDI is not responsible for collecting brush or lawn debris generated by lawn services or any person that is not the account holder.*

**Extra Services:** such as carryout from your backyard, pasture, tree line, etc. can be arranged and will be quoted on an “as needed” basis. The cost for these services will be billed directly from BWDI, and must be paid prior to collection.

**Stable Matter:** Manure or stable matter will be billed directly by BWDI and will not be collected with regular trash, unless the customer has contacted BWDI first. Customers must provide their own containers for manure or stable matter. Contact BWDI for more information on this service.

**The following items will not be collected by BWDI:** Including but not limited to hazardous waste, roofing material, shingles, dirt, rock, brick, steel shavings, concrete, hot ashes, automotive parts, tires, batteries, liquid paint, motor oil, solvents, pool chemicals, refrigerant appliances, radioactive material, pathogens, toxic waste, acidic waste, or volatile material.

*BWDI will not collect or dispose of construction, remodel, or landscape debris generated by a business, individual, or entity providing services to the property owner.*

**Household Hazardous Waste:** Please call BWDI for monthly collection dates and instructions.

**Holiday Schedule:** (BWDI only observes the following holidays)

New Year’s Day	Memorial Day	Fourth of July
Labor Day	Thanksgiving Day	Christmas Day

If your service day falls on or after these holidays your trash collection will be one day later, *for that week only*. Friday routes will be collected on Saturday. Service days preceding a holiday will not be affected. Bulk items will not be collected on holiday weeks.

**Office Hours:** Our office is typically open Monday – Thursday from 8 a.m. – 5 p.m., and Friday from 8 a.m. – 3 p.m. We do try to answer phone calls as they come in, however, if we are on the phone with another customer or out of the office, you may need to leave a message. We will return the call of anyone who has left a message while we were unavailable.

**Containers** provided to the customer by Barnes Waste Disposal, Inc. are on loan from the company to be used while the customer has service in good standing with Barnes Waste Disposal, Inc. In the event of a service cancellation, whether initiated by the customer or the company, the trash container must be returned to Barnes Waste Disposal Inc. If a container is not able to be recovered by the company, the customer will be charged for the container.

**Please be sure to add [wastedpl@swbell.net](mailto:wastedpl@swbell.net) and [sales@barneswds.com](mailto:sales@barneswds.com)** to your e-mail contacts or “white list” to ensure that you do not miss a notification from our office. We never sell your e-mail address, and will only use them to contact you regarding your service or billing.

If you have any questions or concerns, please feel free to contact us at 972-734-3333, [wastedpl@swbell.net](mailto:wastedpl@swbell.net), or [www.barneswds.com](http://www.barneswds.com)

**APPENDIX B**  
**Recycling Services**

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APPENDIX C  
Insert Agreement Here

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# City of Lucas

## City Council Agenda Request

### November 18, 2021

Item No. 08

Requester: Councilmember Tim Baney  
City Council

#### **Agenda Item Request**

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Consider dismissal of Parks and Open Space Board member Tommy DeWitt and consider filling vacancy.

#### **Background Information**

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Per the City's Code of Ordinances, Chapter 1, Section 1.09.033 Removal of Members; Filling of Vacancies, members of the Parks and Open Space Board may be removed at any time by a majority vote of the City Council with or without cause. Any vacancy in the board shall be filled by the City Council for the unexpired term of the member whose place has become vacant.

Board applications have previously been provided and attendance charts for all boards and commission members are included for City Council review and discussion.

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

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1. Board/Commission Attendance Sheets

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

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NA

#### **Recommendation**

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NA

#### **Motion**

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NA

**Board of Adjustment  
Attendance  
2020-2021**

Meeting Date 2020-2021	Tom Redman Chairman	Ron Poteete Vice Chairman	Brenda Rizos	Brian Stubblefield	Brian Dale	Michael Dunn Alternate 1	Sean Watts Alternate 2
	<i>Term Expires: 2021</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2021</i>	<i>Term Expires: 2021</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2021</i>
March 9, 2020	Present	Present	Present	Appointed 1/21/2021	Appointed 1/21/2021	Absent	Appointed 6/3/2021
July 15, 2020	Present	Present	Present			Present	
August 25, 2020	Present	Present	Absent			Present	
September 21, 2020	Present	Absent	Absent			Present	
November 18, 2020	Absent	Present	Present			Present	
December 16, 2020	Present	Present	Present			Present	
February 24, 2021	Absent	Present	Present	Present	Present	Absent	
May 26, 2021	Present	Present	Present	Present	Present	Present	
June 23, 2021	Present	Present	Present	Present	Present	Absent	Present
August 25, 2021	Present	Present	Present	Present	Present	Absent	Present
September 22, 2021	Present	Absent	Present	Present	Present	Absent	Absent
<b>Total of 11 Meetings for 2020-2021</b>							
<b>2020-2021 Attendance Totals:</b>	Present: 9 Absent: 2	Present: 9 Absent: 2	Present: 9 Absent: 2	Present: 5 Absent: 0	Present: 5 Absent: 0	Present: 6 Absent: 5	Present: 2 Absent: 1

\*Denotes Board members whose terms expire in December 2021



## Planning and Zoning Commission Attendance 2020-2021

Meeting Date 2020-2021	Peggy Rusterholtz Chairman	Joe Williams Vice Chairman	Tommy Tolson	Adam Sussman	Dusty Kuykendall	James Foster Alternate 1	Chris Bierman Alternate 2
	<i>Term Expires: 2021</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2021</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2022</i>	<i>Term Expires: 2021</i>
January 9, 2020	Resigned Temporarily	Absent	Present	Present	Present	Appointed 12/3/2020	Appointed 5/20/2021
March 12, 2020	Present	Present	Present	Present	Present		
April 9, 2020	Present	Present	Present	Absent	Present		
May 14, 2020	Present	Present	Present	Present	Present		
July 28, 2020	Present	Present	Present	Present	Present		
August 13, 2020	Present	Present	Present	Present	Present		
September 10, 2020	Present	Absent	Present	Absent	Present		
October 8, 2020	Present	Present	Present	Present	Present		
November 12, 2020	Present	Present	Present	Present	Present		
December 10, 2020	Present	Present	Present	Present	Present		
January 14, 2021	Present	Absent	Present	Present	Present	Present	
February 11, 2021	Present	Present	Present	Present	Present	Absent	
March 11, 2021	Present	Present	Present	Present	Absent	Present	
April 8, 2021	Present	Absent	Present	Present	Present	Absent	
May 13, 2021	Present	Present	Present	Present	Present	Present	
June 10, 2021	Present	Present	Present	Present	Present	Present	Present
July 8, 2021	Present	Absent	Present	Present	Absent	Absent	Present
August 12, 2021	Present	Present	Present	Absent	Present	Present	Present
September 9, 2021	Present	Present	Absent	Present	Present	Absent	Absent
October 14, 2021	Present	Present	Present	Present	Absent	Present	Present
<b>Total of 20 Meetings for 2020-2021</b>							
<b>2020-2021 Attendance Totals:</b>	Present: 19 Absent: 1	Present: 15 Absent: 5	Present: 19 Absent: 1	Present: 17 Absent: 3	Present: 17 Absent: 3	Present: 7 Absent: 4	Present: 4 Absent: 1

\*Denotes Board members whose terms expire in December 2021

**Parks and Open Space Board  
Attendance  
2020-2021**

<b>Meeting Date 2020-2021</b>	<b>David Rhoads Chairman</b>	<b>Bill Esposito Vice Chairman</b>	<b>Tommy DeWitt</b>	<b>Ken Patterson</b>	<b>Christel Parish</b>	<b>Pam Poteete Alternate 1</b>	<b>Laura Giles Alternate 2</b>
	Term Expires: 2022	Term Expires: 2021	Term Expires: 2022	Term Expires: 2021	Term Expires: 2022	Term Expires: 2021	Term Expires: 2022
January 28, 2020	Present	Present	Absent	Present	Absent	Appointed 1/21/2021	Appointed 1/21/2021
July 28, 2020	Present	Present	Present	Present	Absent		
September 22, 2020	Present	Present	Present	Present	Present		
November 17, 2020	Present	Present	Absent	Present	Present		
January 26, 2021	Present	Present	Absent	Present	Present	Present	Present
March 23, 2021	Present	Present	Absent	Present	Present	Absent	Present
May 25, 2021	Present	Present	Absent	Present	Present	Present	Present
July 27, 2021	Present	Present	Absent	Present	Absent	Present	Absent
August 4, 2021	Present	Present	Absent	Present	Absent	Present	Present
August 26, 2021	Present	Present	Absent	Present	Present	Present	Present
September 28, 2021	Present	Present	Absent	Present	Present	Present	Absent
<b>Total of 11 Meetings for 2020-2021</b>							
<b>2020-2021 Attendance Totals:</b>	Present: 11 Absent: 0	Present: 11 Absent: 0	Present: 2 Absent: 9	Present: 11 Absent: 0	Present: 7 Absent: 4	Present: 6 Absent: 1	Present: 5 Absent: 2

\*Denotes Board members whose terms expire in December 2021



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Item No. 09

Requester: City Council

#### **Agenda Item Request**

---

Consider approving Resolution R 2021-11-00523 and cast votes for the Collin Central Appraisal District Board of Directors.

#### **Background Information**

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The Collin Central Appraisal District has submitted the official ballot for their nominees to the Board of Directors. The City of Lucas is allotted seven (7) votes which may be cast for one candidate or distribute the votes among any number of candidates listed.

The Collin Central Appraisal District ballot is attached to the letters received from the Collin Central Appraisal District.

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

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1. Resolution R 2021-11-00523
2. Letter and ballot from Collin Central Appraisal District

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

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NA

#### **Recommendation**

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NA

#### **Motion**

---

I make a motion to approve Resolution R 2021-11-00523 and cast votes for \_\_\_\_\_ to the Collin Central Appraisal District Board of Directors.



**RESOLUTION R 2021-11-00523**  
[Collin Central Appraisal District Board Directors]

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

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

**WHEREAS**, the City of Lucas, Texas is entitled up to seven (7) votes by an official resolution to cast votes for the Board of Directors of the Central Appraisal District of Collin County;

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

**SECTION 1.** That the City Council of the City of Lucas, Texas does hereby vote for the candidate(s) marked on Exhibit A as a member of the Board of Directors of the Central Appraisal District of Collin County.

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

**DULY PASSED** by the City Council of the City of Lucas, Texas, on this the 18th day of November, 2021.

City of Lucas, Texas

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

ATTEST:

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



# Collin Central Appraisal District

---

October 25, 2021

Stacy Henderson, City Secretary  
City of Lucas  
665 Country Club Rd.  
Lucas, TX 75002

RE: Board of Directors election, two-year term, beginning January 1, 2022

Dear Ms. Henderson:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their last name.

- It must be clear that I am not advising any entity regarding casting votes for candidate(s). That said, I have been instructed by Mr. Wayne Mayo, based on medical reasons, that he would be unable to serve in the 2022-2023 term, if elected.
- Mr. Mayo announced to the existing board several months ago that he would not seek or agree to serve in the 2022-2023 term.
  - Not knowing whether he had changed his mind about serving, when the entities were going through the nomination process, I waited until Ballot time to contact him. His wife confirmed to me this morning that extremely serious medical issues would make it impossible for him to serve, if elected again.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2021. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

A handwritten signature in black ink that reads "Bo Daffin".

Bo Daffin  
Chief Appraiser

Enclosure

2022 – 2023  
COLLIN CENTRAL APPRAISAL DISTRICT  
BOARD OF DIRECTOR'S NOMINATIONS  
Page 2 of 2

**OFFICIAL BALLOT**

ISSUED TO: **City of Lucas**

NUMBER OF VOTES: **7**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM  
BEGINNING JANUARY 1, 2022.**

<b>NOMINEES</b>	<b>VOTES</b>
<b><i>EARNEST BURKE</i></b>	
<b><i>RONALD CARLISLE</i></b>	
<b><i>ZEWGE KAGNEW</i></b>	
<b><i>RONALD L. KELLEY</i></b>	
<b><i>BRIAN MANTZEY</i></b>	
<b><i>KENNETH MAUN</i></b>	
<b><i>WAYNE MAYO</i></b>	
<b><i>GARY RODENBAUGH</i></b>	
<b><i>ED STANDRIDGE</i></b>	
<b><i>CARSON KINCAID UNDERWOOD</i></b>	

October 25, 2021

  
Bo Daffin, Chief Appraiser

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Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2021.



# Collin Central Appraisal District

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2022 – 2023

COLLIN CENTRAL APPRAISAL DISTRICT  
BOARD OF DIRECTOR'S NOMINATIONS

EARNEST BURKE	Is a current board member and has served since 1/2016. Nominated by Plano ISD. Resides in Plano, TX.
RONALD CARLISLE	Is a current board member and has served since 1/1994. Nominated by City of Frisco and Royse City ISD. Resides in Frisco, TX.
ZEWGE KAGNEW	Nominated by the City of Wylie. Resides in Wylie, TX.
RONALD L. KELLEY	Nominated by Plano ISD. Resides in Plano, TX.
BRIAN MANTZEY	Nominated by the City of Anna and the City of McKinney. Resides in McKinney, TX.
KENNETH MAUN	Nominated by the City of Lucas. Resides in Fairview, TX.
WAYNE MAYO	Is a current board member and has served since 1/1998. Nominated by the City of Lucas. Resides in Richardson, TX.
GARY RODENBAUGH	Is a current board member and has served since 1/2001. Nominated by the City of Allen, the City of Lucas and Allen ISD. Resides in Allen, TX.
ED STANDRIDGE	Nominated by the City of Parker. Resides in Parker, TX.
CARSON KINCAID UNDERWOOD	Nominated by the City of Plano. Resides in Plano, TX.



# City of Lucas

## City Council Agenda Request

### November 18, 2021

Requester: City Attorney Joe Gorfida

#### **Agenda Item Request**

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Discuss update from City Attorney regarding the Global Opioid Settlement and consider approving Resolution R 2021-11-00522 adopting the Texas Term Sheet and its intrastate allocation schedule regarding the global opioid settlement and authorizing the City Manager to execute any other necessary documents for such settlement.

#### **Background Information**

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Four major pharmaceutical companies are paying a \$26 billion settlement to State Attorney General offices for their role in the opioid epidemic. Texas could potentially receive \$1.5 billion of this allotment and the Texas Attorney General is asking cities and counties to join the settlement in order to receive funds to assist their community.

City of Lucas Assistant Chief Aaron Alderdice has reviewed the restricted uses allowed as part of the settlement funding and found there were several opportunities to use the funds to assist the Lucas community.

The deadline to join the settlement is January 2, 2022.

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

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1. Resolution R 2021-11-00522

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

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The City of Lucas settlement allocation would total \$5,266.00.

#### **Recommendation**

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NA

#### **Motion**

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I make a motion to approve Resolution R 2021-11-00522 adopting the Texas Term Sheet and its intrastate allocation schedule regarding the global opioid settlement.





**RESOLUTION R 2021-11-00522**  
[GLOBAL OPIOID SETTLEMENT]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, ADOPTING THE TEXAS TERM SHEET AND ITS INTRASTATE ALLOCATION SCHEDULE REGARDING THE GLOBAL OPIOID SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lucas obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs to the City, County and State; and

**WHEREAS**, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”; and

**WHEREAS**, Special Counsel and the State of Texas have recommended that the City of Lucas support the adoption and approval the Texas Term Sheet in its entirety.

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

**SECTION 1.** That the City Council supports the adoption and approval of the Texas Term Sheet in its entirety; and

**SECTION 2.** That the City Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Lucas; and

**SECTION 3.** That the City of Lucas supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the State of Texas and Texas Political Subdivisions’ Opioid Abatement Fund Council and Settlement Allocation Term Sheet, attached hereto as Exhibit A. The City of Lucas understands the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City of Lucas also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

**SECTION 4.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Lucas, Texas on this the 18th day of November, 2021.

CITY OF LUCAS, TEXAS

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY SECRETARY

# EXHIBIT A

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND  
SETTLEMENT ALLOCATION TERM SHEET**

**WHEREAS**, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

**WHEREAS**, the State of Texas, through its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

**WHEREAS**, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

**THEREFORE**, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

**A. Definitions**

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

**B. Allocation of Settlement Proceeds**

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a



segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

### **C. Payment of Counsel and Litigation Expenses**

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

#### **D. The Texas Opioid Council and Texas Abatement Fund**

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

#### **E. Settlement Negotiations**

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

## **F. Amendments**

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

### **Acknowledgment of Agreement**

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.



Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

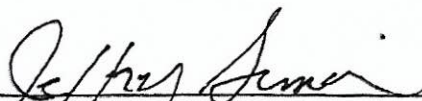


\_\_\_\_\_  
KENNETH PAXTON, JR.  
ATTORNEY GENERAL

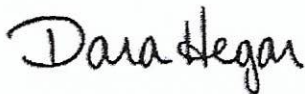
FOR THE SUBDIVISIONS  
AND TEXAS MDL PSC:



\_\_\_\_\_  
MIKAL WATTS  
WATTS GUERRA LLP



\_\_\_\_\_  
JEFFREY SIMON  
SIMON GREENSTONE PANATIER, PC



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DARA HEGAR  
LANIER LAW FIRM, PC

  
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DAN DOWNEY  
DAN DOWNEY, PC

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## **Opioid Abatement Fund (Texas) Settlement**

### **Opioid Council**

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

#### **I. Structure**

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

##### **A. Membership**

The Council shall be comprised of the following thirteen (13) members:

###### *1. Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

###### *2. Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

## B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

## C. Governance

### *1. Administration*

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

## 2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
  - a. If the Commission must discuss:
    - 1. Negotiation of contract awards; and
    - 2. Matters specifically exempted from disclosure by federal and state statutes.
  - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

## 3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

### D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

#### 1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

## *2. Travel Reimbursement*

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

## **II. Duties/Roles**

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

### A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

### B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

### C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

### D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

#### E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

#### F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)



Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215



Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266



Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Winderest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

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Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs  
70% of Total (\$700 million)

Health Care Region Allocation\*: \$693 million; Administrative Costs: \$7 million

Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltrie, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

\* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



# City of Lucas City Council Agenda Request November 18, 2021

Requestor: Mayor Jim Olk

## **Agenda Item Request**

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### **Executive Session.**

An Executive Session is not scheduled for this meeting.

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 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.

## **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

### November 18, 2021

Item No. 12

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