



AGENDA CITY COUNCIL MEETING

September 15, 2022 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, September 15, 2022, beginning at 6:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

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

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

Call to Order

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

Executive Session

1. Executive Session.

As authorized by Section 551.074(a)(1) of the Texas Government Code, the City Council may convene into closed Executive Session to interview an applicant for the position of City Secretary.

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

Citizen Input

3. Citizen Input.

Community Interest

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

4. Items of Community Interest.

Consent Agenda

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

5. Consent Agenda:
 - A. Approval of the minutes of the September 1, 2022, City Council meeting. **(Assistant to the City Manager/Interim City Secretary Kent Souriyasak)**
 - B. Approval of Resolution R-2022-09-00535 adopting the City of Lucas Public Funds Investment Policy. **(Finance Director Liz Exum)**
 - C. Approval of Resolution R-2022-09-00536 adopting a Rate Review Mechanism Tariff with Atmos Energy. **(City Manager Joni Clarke, Finance Director Liz Exum)**
 - D. Approval of amending the Fiscal Year 2021-2022 Budget by appropriating funding in an amount not to exceed \$500,000 from unrestricted general fund reserves to account 11-8300-421 Vehicles for the purchase of a new ambulance. **(Assistant Fire Chief Aaron Alderdice, Finance Director Liz Exum)**

Regular Agenda

6. Presentation by Birkhoff, Hendricks & Carter, LLP and consider appropriating funds from unrestricted general fund reserves to account 11-8209-303 Drainage in fiscal year 2022-2023 for:
 - A. Orchard Road South Culvert and Channel Improvements in the amount of \$374,000
and/or
 - B. Rimrock Detention Pond in the amount of \$198,000
(Public Works Director Scott Holden)
7. Consider approving the request by Karl D. Williams to vacate the existing plat of Wendy Farms Addition creating 13 single family lots being all of a 53.788 tract of land situated in the John W. Kirby Survey, Abstract 506, Peter F. Lucas Survey Abstract 537, and the Benjamin Sparks Survey Abstract 813 located on the north end of Wendy Lane, more commonly known as 1355 Wendy Lane. **(Development Services Director Joe Hilbourn)**

8. Discuss the use of roll-off containers and dumpsters in residential zoning districts and provide direction to the City Manager. **(Development Services Director Joe Hilbourn, City Manager Joni Clarke)**
9. Consider casting votes on the ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 6 through 9, Election. **(Assistant to the City Manager/Interim City Secretary Kent Souriyasak)**
10. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on September 9, 2022.

Kent Souriyasak, Assistant to the City Manager/Interim 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 Interim City Secretary Kent Souriyasak at 972.912.1213 or by email at kent@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

September 15, 2022

Requestor: Mayor Jim Olk

Agenda Item Request

Executive Session.

As authorized by Section 551.074(a)(1) of the Texas Government Code, the City Council may convene into closed Executive Session to interview an applicant for the position of City Secretary.

This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas City Council Agenda Request September 15, 2022

Item No. 02

Requester: Mayor Jim Olk

Agenda Item Request

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

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 15, 2022

Item No. 03

Requester: Mayor Jim Olk

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 15, 2022

Requester: Mayor Jim Olk

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

September 15, 2022

Requester: City Manager Joni Clarke
Assistant to the City Manager/Interim City Secretary Kent Souriyasak
Finance Director Liz Exum
Assistant Fire Chief Aaron Alderdice

Agenda Item Request

Consent Agenda:

- A. Approval of the minutes of the September 1, 2022, City Council meeting.
- B. Approval of Resolution R-2022-09-00535 adopting the City of Lucas Public Funds Investment Policy.
- C. Approval of Resolution R-2022-09-00536 adopting a Rate Review Mechanism Tariff with Atmos Energy.
- D. Approval of amending the Fiscal Year 2021-2022 Budget by appropriating funding in an amount not to exceed \$500,000 from unrestricted general fund reserves to account 11-8300-421 Vehicles for the purchase of a new ambulance.

Background Information

Agenda Item B:

Public Funds Investment Act, Government Code Chapter 2256 requires the Investment Policy to be reviewed and approved on an annual basis. The City last made amendments to the Investment Policy on September 20, 2018. There are no amendments being proposed to the policy by the City nor being required due to a change in legislation.

Agenda Item C:

In 2008, Atmos Energy Mid-Tex Division initiated a Rate Review Mechanism (RRM) process, in collaboration with its cities. In March 2018, the cities and Atmos Energy renegotiated and established a new RRM tariff. The RRM is a systematic process collaboratively developed by Atmos Energy and the city coalitions, specifying how rates will be set over a specific period of time.

Benefits of the RRM process includes:

- Suspends Gas Reliability Infrastructure Program (GRIP) filings
- Avoids costly rate case expenses that would be borne by customers
- Provides transparent process for annual review of all company expenses and investment
- Provides for certain caps and discounts negotiated by attorneys
- Limits growth to residential customer charge



City of Lucas

City Council Agenda Request

September 15, 2022

Current rate changes for the City have been implemented through the Gas Reliability Infrastructure Program (GRIP). Upon approval of the RRM tariff, all future rate filings will be made directly with the City of Lucas. Rates will not be adjusted with the City's approval of the RRM tariff. The RRM tariff simply sets the ground rules for future RRM rate filings.

The next RRM filing will take place on or before April 1, 2023, with new rates going into effect on October 1, 2023. There is no action required by the City. Customers will be notified of the RRM filing by bill insert.

Agenda Item D:

At the City Council meeting on August 18, 2022, City Council discussed the proposed budget for fiscal year 2022-2023. City Council agreed to fund the new ambulance out of general fund reserves. Earlier this year, the new ambulance was estimated to cost \$410,000. However, the vendor has recently indicated the price will likely increase to approximately \$490,000. Staff has requested an updated quote for the new ambulance and anticipates the updated cost not to exceed \$500,000.

Attachments/Supporting Documentation

1. Minutes of the September 1, 2022, City Council meeting
2. Resolution R-2022-09-00535 Public Funds Investment Policy
3. Resolution R-2022-09-00536 Atmos Energy Rate Review Mechanism Tariff
4. General Fund Reserves by Fiscal Year

Budget/Financial Impact

Agenda Item C:

The anticipated cost for the new ambulance is \$490,000. Staff is still awaiting an updated quote from the vendor and anticipates the total cost to be under \$500,000. Funding would be appropriated from unrestricted general fund reserves to account 11-8300-421 Vehicles for the purchase of a new ambulance in fiscal year 2021-2022.

Recommendation

City staff recommends approval of the Consent Agenda.

Motion

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



MINUTES CITY COUNCIL REGULAR MEETING

September 1, 2022 | 6:35 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

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

City Staff Present:

City Manager Joni Clarke
Finance Director Liz Exum
Development Services Director Joe Hilbourn
Fire Chief Ted Stephens
Management Analyst Kevin Becker
City Attorney Joe Gorfida

City Councilmembers Absent:

Mayor Jim Olk

The regular City Council meeting was called to order at 6:36 pm.

Citizen Input

1. Citizen Input

There was no citizen input at this meeting.

Community Interest

2. Items of Community Interest

Mayor Pro Tem Peele discussed the update of the City's telephone system, upcoming events at the Lucas Farmers Market, the Public Lands Trail Cleanup event taking place on September 17, 2022, the National Night Out event with Lucas Fire-Rescue, an upcoming CPR training and Fire Station Open House at the Fire Station, and the Movie in the Park event.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the August 18, 2022, City Council meeting.
- B. Authorize the Mayor Pro Tem to enter into an interlocal agreement between the City of Lucas and Collin County for jail services for a one-year period beginning October 1, 2022 through September 30, 2023.
- C. Authorize the Mayor Pro Tem to enter into an interlocal agreement between the City of Lucas and Collin County for On-Site Sewage Facility (OSSF) regulations for a period of four years beginning October 1, 2022 through September 30, 2026.

- D. Adopt Ordinance 2022-08-00535 approving amendments to the City of Lucas Code of Ordinances, Chapter 14, Zoning relating to building setbacks, lot line definition, building line definition, lot width requirements, and area regulations.
- E. Adopt Ordinance 2022-08-00957 approving amendments to the City of Lucas Code of Ordinances to clarify provision relating to accumulations of combustible debris, weeds, grass or brush on real property, including adjacent right-of-way easements and expanding certain exceptions to include cultivated trees and shrubs and wildflowers through seed maturity, but no later than July 1, and to clarify requirements for pruning or removal of trees on private property encroaching the public right-of-way.

City Council pulled Agenda Item D for further discussion. Councilmember Johnson asked that the wording for “lot flag” be changed to “flag lot.”

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Johnson to approve the Consent Agenda Items A, B, C, and E as presented. The motion passed unanimously by a 6 to 0 vote.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Fisher to approve the Consent Agenda Item D after changing all references of “lot flag” to “flag lot.” The motion passed unanimously by a 6 to 0 vote.

Public Hearing Agenda

4. Public hearing to consider the budget for Fiscal Year 2022-2023.

The public hearing was opened at 6:50 pm, there being no one requesting to speak, the public hearing was closed at 6:50 pm.

5. Public hearing to consider the tax rate for Fiscal Year 2022-2023.

The public hearing was opened at 6:51 pm, there being no one requesting to speak, the public hearing was closed at 6:51 pm.

Regular Agenda

6. Presentation by the Friends of Lucas Fire-Rescue to donate a barn quilt for the City of Lucas.

Ray McKee, 775 Scarlett Drive, presented a barn quilt that was being donated to the City of Lucas by the Friends of Lucas Fire-Rescue and Lucas resident Robert Garcia.

There was no motion taken on this agenda item.

7. Consider adopting Ordinance 2022-09-00958 approving the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Keer to adopt Ordinance 2022-09-00958 approving the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023. The following record vote was taken:

Mayor Pro Tem Kathleen Peele	Yes
Councilmember Tim Johnson	Yes
Councilmember Debbie Fisher	Yes
Councilmember Tim Baney	Yes
Councilmember David Keer	Yes
Councilmember Phil Lawrence	Yes
Mayor Jim Olk	Absent

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Johnson to ratify the property tax revenue increase reflected in the Fiscal Year 2022-2023 adopted budget. The following record vote was taken:

Mayor Pro Tem Kathleen Peele	Yes
Councilmember Tim Johnson	Yes
Councilmember Debbie Fisher	Yes
Councilmember Tim Baney	Yes
Councilmember David Keer	Yes
Councilmember Phil Lawrence	Yes
Mayor Jim Olk	Absent

8. **Consider adopting Ordinance 2022-09-00959 of the City of Lucas, Texas, levying Ad Valorem Taxes for the Tax Year 2022 (Fiscal Year 2022-2023) at a rate of \$0.268016 per one hundred (\$100) assessed valuation on all taxable property within the corporate limits of the City of Lucas as of January 1, 2022.**

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Johnson to adopt Ordinance 2022-09-00959 levying ad valorem taxes for tax year 2022 and that the property tax rate be increased by the adoption of a tax rate of \$0.268016, which is effectively a 4.93 percent increase in the tax rate. The following record vote was taken:

Mayor Pro Tem Kathleen Peele	Yes
Councilmember Tim Johnson	Yes
Councilmember Debbie Fisher:	Yes
Councilmember Tim Baney:	Yes
Councilmember David Keer:	Yes
Councilmember Phil Lawrence	Yes
Mayor Jim Olk	Absent

Executive Agenda

9. **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.

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

11. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Keer to adjourn the meeting at 7:00 pm. The motion passed unanimously by a 6 to 0 vote.

APPROVED:

ATTEST:

Mayor Jim Olk

Assistant to the City Manager/
Interim City Secretary Kent Souriyasak



RESOLUTION R-2022-09-00535

[Approving Public Funds Investment Policy]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, REVIEWING AND APPROVING THE CITY'S OFFICIAL PUBLIC FUNDS INVESTMENT POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2256.005(e) of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control and to review said written investment policy on an annual basis; and

WHEREAS, on September 2, 2021, by Resolution R 2021-09-00516 the City Council approved and adopted a written investment policy for the City of Lucas regarding investment of public funds; and

WHEREAS, the City Council has been presented the existing and duly approved Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City Council has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein and finds that it is consistent with prudent fiscal policy.

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 has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein.

SECTION 2. The Public Funds Investment Policy as contained in Exhibit "A" attached hereto shall be the official policy of the City of Lucas regarding investment of public funds.

SECTION 3. 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 15th day of September 2022.

City of Lucas, Texas

ATTEST

Jim Olk, Mayor

Kent Souriyasak, Assistant to the City Manager/Interim City Secretary

Exhibit A

CITY OF LUCAS
INVESTMENT POLICY



INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Lucas (the "City") in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The Lucas City Council shall review its investment strategies and policy not less than annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Government Code chapter 2256, (the "PFIA") to define, adopt and review a formal investment strategy and policy.

INVESTMENT POLICY

I. SCOPE

This Investment Policy applies to all financial assets of City of Lucas. The funds are accounted for in City's Comprehensive Annual Financial Report (CAFR) and include (but are not limited to):

- General Fund
- Water Fund
- Debt Service Fund
- Capital Projects Fund

II. OBJECTIVES

The City of Lucas shall manage and invest its cash with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City of Lucas shall utilize cash management procedures which include collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is

defined as the process of managing monies in order to ensure maximum cash availability and interest earnings on short-term investment of idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The investment portfolio shall be structured such that the City of Lucas is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, maintaining adequate levels of highly liquid investments and by investing in securities with active secondary markets.

Public Trust

In addition to achieving the stated objectives, all participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

Yield

The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies. To determine portfolio performance, this Policy established "weighted average yield to maturity" as the standard calculation.

INVESTMENT STRATEGY

The City of Lucas maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating fund and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term investments that will complement each other in a ladder or barbell maturity structure with a maximum maturity of two years. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the debt service payment date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities with a maximum maturity of five years. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid investments to allow for flexibility and unanticipated project outlays. The stated final maturity dates of investments held should not exceed the estimated project completion date. Funds shall be managed and invested with the objectives (listed in order of priority): Safety, Liquidity, Public Trust, and Yield.

III. RESPONSIBILITY AND CONTROL

Delegation of Authority and Training

The City Manager and Finance Director are designated as Investment Officers for the City of Lucas. The City Manager shall approve all strategic investment programs prior to implementation. The City's Finance Director is responsible for day-to-day cash management activities, including, but not limited to, transfers between the City's primary depository and authorized local government investment pools. The City's Finance Director shall establish procedures for the operation of the cash management and investment programs, consistent with this Investment Policy.

In order to ensure qualified and capable investment management, each Investment Officer shall attend at least one training session, from an independent training source, and containing at least 10 hours of instruction relating to the Officer's responsibility under the PFI within 12 months after assuming duties. Thereafter, each Investment Officer shall additionally attend at least one training session, from an independent training source, and containing at least 8 hours of instruction relating to the Officer's responsibility under the PFI not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date.

The approved independent sources of training are: Government Finance Officers' Association of Texas, Government Treasurers' Organization of

Texas, Government Finance Officers' Association, University of North Texas, and the Texas Municipal League.

Internal Controls

The City's Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Lucas are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City's Finance Director shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

Prudence

The standard of prudence to be applied to the Investment Officers shall be the "prudent person" rule, which states: "Investments shall be made with

judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written City's Investment Policy.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately to the City Attorney and the Council and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or that could impair the ability to make impartial investment decisions and shall disclose to the City Attorney and Council any material financial interests in financial institutions that conduct business with the City. They shall further disclose positions that could be related to the performance of City's portfolio. Investment Officers shall subordinate their personal financial transactions to those of City of Lucas, particularly with regard to timing of purchases and sales.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an

individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City of Lucas.

Quarterly Reporting

The Investment Officers shall submit a signed quarterly investment report, crafted in compliance with the PFIA, to the City Manager and the Lucas City Council, that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment instruments, maturities, risk characteristics, and shall explain the total investment return for the quarter.

At the end of the fiscal year, the Investment Officers shall include information incorporating the full year's investment portfolio activity and performance.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City of Lucas to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period by maturity date.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of investments for the period.
- C. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.

- D. Listing of investments held by fund.
- E. The percentage of the total portfolio which each type of investment represents.
- F. Statement of compliance of City's investment portfolio with State Law and the Investment Strategy and Policy approved by the governing bodies.

Active Portfolio Management

The City of Lucas shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

The City is not required to liquidate investments that were authorized investments at the time of purchase but no longer meet one or more requirements of this Policy.

Not less than quarterly, the Investment Officer will obtain the current credit rating for each held investment from a reliable source to ensure that the investment has maintained the required minimum rating. An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City of Lucas shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

Investments

The City's assets may be invested in the following instruments.

1. Authorized

- A. Obligations, including letters of credit, of the United States of America, or its agencies and instrumentalities, including the Federal Home Loan Banks.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
- E. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or National Credit Union Share Insurance Fund or their successors, b) is secured by obligations described in Section V. SAFEKEEPING AND CUSTODY and in a manner and amount provided by law for deposits of the City of Lucas, or c) is executed through a depository institution or an approved broker that has its main office or a branch office in Texas that meets the requirements of the PFIA.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the City's Finance Director, other than an agency for the pledger. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.

- G. Texas local government investment pools that seek to maintain a stable dollar asset value, would be described as “government” portfolios, are specifically authorized by the governing body of the City of Lucas, and comply with the requirements of State law.
- H. Investment pools that provide fixed maturity, fixed yield investments, are specifically authorized by the governing body of the City of Lucas, and comply with the requirements of State law.
- I. SEC registered, no load, government money market mutual funds that comply with the requirements of State law.

2. Not Authorized

The City’s authorized investment options are more restrictive than those allowed by State law. State law specially prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

3. Holding Period

The City of Lucas intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of

investments of City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

4. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments.
- C. All investment funds shall be placed directly with qualified investment providers as authorized by this Investment Policy and the PFIA.

IV. SELECTION OF QUALIFYING INSTITUTIONS

All financial institutions, broker/dealers and investment providers who desire to become qualified for investment transactions must provide an Investment Provider Certificate in compliance with the PFIA.

Primary Depository

In compliance with State legislation, a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the City's Finance Director shall conduct a review of prospective depository's credit characteristics and financial history.

Broker/Dealers

For broker/dealers of investment securities, the City of Lucas may select any dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers." Other non-primary firms may be utilized if analysis reveals that such firms are adequately financed to conduct public business. Any broker/dealer must have been authorized by the City Council to execute transactions with on behalf of the City prior to any such transaction.

V. SAFEKEEPING AND CUSTODY

Insurance and Collateral

All depository deposits shall be insured or collateralized in compliance with applicable State law. The City of Lucas reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as the City's depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define The City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the depository and the City of Lucas contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or authorized Committee of the depository and a copy of the meeting minutes must be delivered to the City of Lucas to the attention of the Finance Director; and
- The Agreement must be part of the depository's "official record" continuously since its execution.

Insurance, Pledged Collateral or Purchased Securities - With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of the City's funds with eligible depositories shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the "purchased securities" in each agreement. Collateral pledged and purchased securities shall be held at an independent safekeeping agent approved by the City and reports of said securities reviewed at least monthly to assure the market value equals or exceeds the related City of Lucas investment.

Evidence of the pledged collateral shall be maintained by the City's Finance Director or a third-party financial institution.

Custodial Agreement

Collateral pledged to secure City of Lucas deposits shall be held by a safekeeping institution in accordance with a custodial agreement which clearly defines the procedural steps for gaining access to the collateral should City determine that its funds are in jeopardy. The custodial institution, or Custodian, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. A custodial receipt shall be issued to the City of Lucas listing the specific investment, CUSIP, rate, maturity, and other pertinent information.

Collateral Defined

The City of Lucas shall only accept the following as collateral:

- A. FDIC insurance coverage.
- B. A bond, certificate of indebtedness, debenture or letter of credit of the United States or its agencies and instrumentalities, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States or its agencies and instrumentalities.

- C. Obligations, the principal and interest on which, are conditionally guaranteed or insured by the State of Texas.
- D. A bond of a county, city or other political subdivision of the State of Texas having been rated no less than "A" or its' equivalent by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.
- E. A letter of credit issued to the City of Lucas by the Federal Home Loan Bank.

Subject to Audit

All collateral shall be subject to inspection and audit by the City's Finance Director or the City's independent auditors.

Delivery vs. Payment

Investment securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping agent. The security shall be held in the name of the City of Lucas or held on behalf of the City. The safekeeping agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City of Lucas to the attention of the Finance Director.

VI. INVESTMENT POLICY ADOPTION

The City of Lucas Investment Policy shall be annually reviewed and adopted by action of the City Council.



RESOLUTION R-2022-09-00536

[Adopting a Rate Review Mechanism Tariff with Atmos Energy]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, (“CITY”) APPROVING AND ADOPTING RATE SCHEDULE “RRM – RATE REVIEW MECHANISM” FOR ATMOS ENERGY CORPORATION, MID-TEX DIVISION AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY.

WHEREAS, the City of Lucas, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “the Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over the rates, operations and services of Atmos Mid-Tex within the municipality; and

WHEREAS, the Rate Review Mechanism (“RRM”) Tariff allows for an expedited rate review process to facilitate annual changes in gas utility rates reflective of Atmos Mid-Tex’s annual system-wide cost of providing service; and

WHEREAS, the RRM process permits City review of requested rate changes and provides for a review of Atmos Mid-Tex’s total cost of service on an annual basis; and

WHEREAS, the RRM tariff attached to this Resolution reflects the ratemaking standards and methodologies authorized by the Railroad Commission in the most recent Atmos rate cases, G.U.D. No. 10170; and G.U.D. No. 10580;

WHEREAS, the RRM process may avoid costly rate case litigation; and

WHEREAS, the attached Rate Schedule “RRM – Rate Review Mechanism” (“RRM Tariff”) provides for a reasonable expedited rate review process that has been shown to result in just and reasonable gas utility rates; and

WHEREAS, the attached RRM Tariff as a whole is in the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, TEXAS:

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That the City Council finds that the RRM Tariff, which is attached hereto and incorporated herein as Exhibit A, is reasonable and in the public interest, and is hereby in force and effect in the City.

SECTION 3. That to the extent any Ordinance or Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 4. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 5. That if any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 6. That this Resolution shall become effective from and after its passage.

SECTION 7. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240.

DULY PASSED by the City Council of the City of Lucas, on this the 15th day of September 2022.

ATTEST:

Jim Olk, Mayor

ATTEST:

Kent Souriyasak, Assistant to the City
Manager/Interim City Secretary

Exhibit A

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

RATE SCHEDULE:	RRM – Rate Review Mechanism	
APPLICABLE TO:	ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE	
EFFECTIVE DATE:	Bills Rendered on and after 04/01/2018	PAGE: 18

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers within the city limits of cities identified in Exhibit A that receive service from the Mid-Tex Division of Atmos Energy Corporation (“Company”). This Rate Review Mechanism (“RRM”) provides for an annual adjustment to the Company’s Rate Schedules R, C, I and T (“Applicable Rate Schedules”). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

“Test Period” is defined as the twelve months ending December 31 of each preceding calendar year.

The “Effective Date” is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise provided in this tariff the term Final Order refers to the final order issued by the Railroad Commission of Texas in GUD No. 10170 and elements of GUD No. 10580 as specified in Section III below.

The term “System-Wide” means all incorporated and unincorporated areas served by the Company.

“Review Period” is defined as the period from the Filing Date until the Effective Date.

The “Filing Date” is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service (“COS”) that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$\text{COS} = \text{OM} + \text{DEP} + \text{RI} + \text{TAX} + \text{CD}$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared consistent

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with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos' Shared Services Unit will be applied consistent with treatment approved in GUD 10580. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order in GUD 10580.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the Mid-Tex division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, and as in GUD 10580 as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension and other

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

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postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period in the calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing’s revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that Company’s Revenue Requirement was apportioned in the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed \$0.60 per month in the initial filing and \$0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company’s filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

ATMOS ENERGY CORPORATION

MID-TEX DIVISION

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A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non-recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall

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file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

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VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;
- c) the service area or areas in which the proposed rates would apply;
- d) the date the annual RRM filing was made with the regulatory authority; and
- e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

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Exhibit A

ACSC Cities

Abilene	Cleburne	Frost	Lancaster
Addison	Clyde	Gainesville	Lavon
Albany	College Station	Garland	Lewisville
Allen	Colleyville	Garret	Little Elm
Alvarado	Colorado City	Georgetown	Lorena
Angus	Comanche	Glenn Heights	Madisonville
Anna	Coolidge	Grand Prairie	Malakoff
Argyle	Coppell	Grapevine	Mansfield
Arlington	Corinth	Gunter	McKinney
Aubrey	Crandall	Haltom City	Melissa
Azle	Cross Roads	Harker Heights	Mesquite
Bedford	Crowley	Haskell	Midlothian
	Dalworthington		
Bellmead	Gardens	Haslet	Murphy
Benbrook	Denison	Hewitt	Newark
Beverly Hills	Denton	Highland Park	Nocona
Blossom	Desoto	Highland Village	North Richland Hills
	Draper aka Corral		
Blue Ridge	City	Honey Grove	Northlake
Bowie	Duncanville	Hurst	Oak Leaf
Boyd	Early	Hutto	Ovilla
Bridgeport	Eastland	Iowa Park	Palestine
Brownwood	Edgecliff Village	Irving	Pantego
Bryan	Emory	Justin	Paris
Buffalo	Ennis	Kaufman	Parker
Burkburnett	Eules	Keene	Pecan Hill
Burleson	Everman	Keller	Plano
Caddo Mills	Fairview	Kemp	Ponder
Canton	Farmers Branch	Kennedale	Pottsboro
Carrollton	Farmersville	Kerens	Prosper
Cedar Hill	Fate	Kerrville	Quitman
Celeste	Flower Mound	Killeen	Red Oak
Celina	Forest Hill	Krum	Reno (Parker County)
Centerville	Forney	Lake Dallas	Rhome
Cisco	Fort Worth	Lake Worth	Richardson
Clarksville	Frisco	Lakeside	Richland

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ACSC Cities (Continued)

Richland Hills	Sansom Park	Temple	Waxahachie
River Oaks	Seagoville	Terrell	Westlake
Roanoke	Sherman	The Colony	Westover Hills
Robinson	Snyder	Trophy Club	Westworth Village
Rockwall	Southlake	Tyler	White Settlement
Roscoe	Springtown	University Park	Whitesboro
Rowlett	Stamford	Venus	Wichita Falls
Royse City	Stephenville	Vernon	Woodway
Sachse	Sulphur Springs	Waco	Wylie
Saginaw	Sweetwater	Watauga	

Non-Coalition Cities

Abbott	Bremond	Decatur	Hearne
Alba	Bronte	Deleon	Hebron
Alma	Brownsboro	Deport	Holland
Alvord	Bruceville-Eddy	Detroit	Holliday
Annona	Buckholts	Dodd City	Howe
Anson	Buffalo Gap	Double Oak	Hubbard
Archer City	Byers	Dublin	Hutchins
Athens	Caldwell	Ector	Impact
Aurora	Calvert	Edom	Iredell
Avery	Campbell	Emhouse	Italy
Baird	Carbon	Eustace	Itasca
Ballinger	Cashion Community	Evant	Jewett
Bangs	Chandler	Fairfield	Josephine
Bardwell	Chico	Ferris	Joshua
Barry	Childress	Franklin	Knollwood
Bartlett	Chillicothe	Frankston	Knox City
Bartonville	Cockrell Hill	Glen Rose	Kosse
Bellevue	Coleman	Godley	Kurten
Bells	Collinsville	Goodlow	Lacy-Lakeview
Benjamin	Como	Gordon	Ladonia
Bertram	Cooper	Goree	Lakeport
Blackwell	Copper Canyon	Gorman	Lawn
Blanket	Covington	Grandview	Leona
Blue Mound	Coyote Flats	Granger	Leonard
Blum	Crawford	Gustine	Lexington
Bogata	Cumby	Hamlin	Lindsay
Bonham	Dawson	Hawley	Lipan

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Non-Coalition Cities (Continued)

Little River	Nevada	Roby	Thorndale
Academy	New Chapel Hill	Rochester	Thornton
Llano	Newcastle	Rosebud	Thrall
Lometa	Nolanville	Ross	Throckmorton
Lone Oak	Normangee	Rotan	Tioga
Lorraine	Novice	Roxton	Toco
Lott	Oak Point	Rule	Tom Bean
Lucas	Oakwood	Runaway Bay	Trent
Lueders	O'Brien Co-Op Gin	Sadler	Trenton
Mabank	Oglesby	Saint Jo	Troy
Malone	Palmer	San Saba	Tuscola
Manor	Paradise	Sanctuary	Tye
Marlin	Pecan Gap	Santa Anna	Valley Mills
Maypearl	Penelope	Savoy	Valley View
McGregor			
McLendon- Chisholm	Petrolia	Scurry	Van Alstyne
Megargel	Pilot Point	Seymour	Walnut Springs
Meridian	Pleasant Valley	Shady Shores	Weinert
Merkel	Post Oak Bend	South Mountain	West
Midway	Powell	Southmayd	Whitehouse
Miles	Poyner	Stockton Bend	Whitewright
Milford	Putnam	Strawn	Wilmer
Millsap	Quanah	Streetman	Windom
Mobile City	Quinlan	Sun Valley	Winters
Moody	Ravenna	Sunnyvale	Wixon Valley
	Reno (Lamar County)	Talty	Wolfe City
Moran	Retreat	Taylor	Wortham
Muenster	Rio Vista	Teague	Yantis
Munday	Robert Lee	Tehuacana	
Murchison			

City of Lucas
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022	Projected 2022-2023
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 10,085,127	\$ 10,085,127	\$ 10,085,127
Adjusted For:										
Projected Excess Fund Balance FY 21-22 (Revenue vs. Expense)									\$ 200,051	\$ 200,051
Projected Excess Fund Balance FY 22-23 (Revenue vs. Expense)									\$	\$ 1,422
Additional Restrictions:										
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)						
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -	\$ (41,349)	\$ (41,349)	\$ (41,349)
FY 20-21 FD bunker gear carry-over								\$ (5,000)	\$ (5,000)	\$ (5,000)
FY 20-21 Energov Software/Hardware carry-over								\$ (34,843)	\$ (34,843)	\$ (34,843)
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)	\$ (67,813)	\$ (67,813)
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)						
Reserve for Capital Outlay FY 21-22								\$ -	\$ -	\$ -
CC 11-4-21 Reserves for Claremont Springs Drainage (FY 21-22)								\$ (192,025)	\$ (192,025)	\$ (192,025)
CC 11-4-21 Reserves for Brookhaven Culvert (FY 21-22)								\$ (110,758)	\$ (110,758)	\$ (110,758)
CC 12-16-21 Reserves for Water Master Plan (FY 21-22)								\$ (30,000)	\$ (30,000)	\$ (30,000)
CC 1-20-22 Reserves for Records Management Scanning (FY 21-22)								\$ (26,607)	\$ (26,607)	\$ (26,607)
CC 2-17-22 Reserves for Rimrock Detention Pond Design (FY 21-22)								\$ (23,280)	\$ (23,280)	\$ (23,280)
CC 2-17-22 Reserves for Orchard Road Crossing Design (FY 21-22)								\$ (32,450)	\$ (32,450)	\$ (32,450)
CC 4-21-22 Reserves for Pavement Management Projects (FY 21-22)								\$ (236,482)	\$ (236,482)	\$ (236,482)
CC 8-4-22 Reserves for Farmstead Estates Phase Two (FY 21-22)								\$ (199,075)	\$ (199,075)	\$ (199,075)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,936,122	\$ 9,285,496	\$ 9,286,918
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	18.3	15.6	13.5
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,559,425)	\$ (4,132,804)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,690,534	\$ 5,726,071	\$ 5,154,114
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	12.3	9.6	7.5
Restricted during Fiscal Year Audit:										
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 76,647	\$ 76,647
Restricted Cable Fees (3105.20)	\$ 8,256	\$ 12,773	\$ 17,670	\$ 21,843	\$ 25,318	\$ 28,582	\$ 31,834	\$ 34,707	\$ 34,707	\$ 34,707
Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ -	\$ -
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,486,853	\$ 1,486,853
Restricted Water Rescue (3105-32)								\$ 120,000		
Restricted FD Equipment (3105-34)								\$ 16,379		
Restricted Cares Funding (3105.40)							\$ 89,755			
Restricted Mass Mutual LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 279,043	\$ 279,043
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000	\$ -
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,098	\$ 2,127,250	\$ 1,877,250



City of Lucas

City Council Agenda Request

September 15, 2022

Item No. 06

Requester: Public Works Director Scott Holden

Agenda Item Request

Presentation by Birkhoff, Hendricks & Carter, LLP and consider appropriating funds from unrestricted general fund reserves to account 11-8209-303 Drainage in fiscal year 2022-2023 for:

A. Orchard Road South Culvert and Channel Improvements in the amount of \$374,000

and/or

B. Rimrock Detention Pond in the amount of \$198,000

Background Information

Birkhoff, Hendricks & Carter, LLP (BH&C) will be presenting the final designs to City Council. The proposed two projects are:

- Orchard Road South Culvert and Channel Improvements
 - Modifications to the drainage channel and culvert crossing at Orchard Road north of the southern lot line of Block A, Lot 5 and south of the northern lot line of Block A, Lot 35 of the Lemontree Country Estates subdivision
- Rimrock Detention Pond
 - Modifications to the detention pond located along the eastern boundary line of the Rimrock Estates Addition subdivision

On February 17, 2022, City Council approved the professional services agreement with BH&C to complete the design, construction plans, specifications, and bidding for the Rimrock Detention Pond and Orchard Road South Culvert and Channel Improvements. These plans are now complete, and the design engineer has prepared an Engineer's Opinion of Probable Construction Cost (EOPCC) for each project.

The City hired BH&C to complete these studies as part of a series of drainage studies summarized below totaling \$185,295:

- Lemontree and Kingswood Basin Study (Authorized April 18, 2019) – \$29,980
- Lemontree and Kingswood Drainage Analysis Amendment No. 1 (Authorized February 6, 2020) – \$9,585
- Lemontree and Kingswood Drainage Design and Analysis (Authorized July 1, 2021) – \$90,000
- Orchard Road Culvert Design (Authorized February 17, 2021) – \$32,450
- Rimrock Detention Pond Design (Authorized February 17, 2021) – \$23,280



City of Lucas City Council Agenda Request September 15, 2022

In addition to the completed studies, the City has either directly contracted, funded the completion, or coordinated with partner agencies to complete the following capital projects directly benefiting drainage in the Lemontree and Kingswood area within the last three fiscal years totaling \$436,895:

- Culvert Improvements (Mandarin Cove, Orange Street, Lemon Street) – \$11,610
- Improvements to the Lynn Lane Culvert (2 Projects) – \$34,185
- Over-detention at the Farmstead Phase 2 Detention Pond – \$199,075
- Drainage Improvements in Claremont Springs – \$192,025
- Modifications to the Lovejoy High School Detention Pond – Completed by Lovejoy ISD

The total combined expense of studies and capital projects is \$622,190.

Attachments/Supporting Documentation

- A. Engineers Opinion of Probable Construction Cost (EOPCC) for Rimrock Detention Pond Improvements
- B. Engineers Opinion of Probable Construction Cost (EOPCC) for Orchard Road Culvert and Channel Improvements
- C. Presentation by Birkhoff, Hendricks & Carter, LLP (BH&C)
- D. General Fund Reserves by Fiscal Year

Budget/Financial Impact

The Engineers Opinion of Probable Construction Costs predicts the following costs to complete the projects:

Orchard Road South Culvert and Channel Improvements

Construction Cost	\$340,000
<u>10% Contingency</u>	<u>\$34,000</u>
Total Estimated Cost	\$374,000

Rimrock Detention Pond

Construction Cost	\$180,000
<u>10% Contingency</u>	<u>\$18,000</u>
Total Estimated Cost	\$198,000

The total estimated cost for both projects (including contingency) is \$572,000.

City Council may choose to fund one or both of the projects by appropriating funding from unrestricted general fund reserves to account 11-8209-303 Drainage in fiscal year 2022-2023.



City of Lucas

City Council Agenda Request

September 15, 2022

Recommendation

Staff supports the Orchard Road South Culvert and Channel Improvements as the first priority because the project would provide the greatest benefit to the Lemontree and Kingswood neighborhood.

Motion

I make a motion to approve/deny appropriating funds from unrestricted general fund reserves to account 11-8209-303 Drainage in fiscal year 2022-2023 for:

A. Orchard Road South Culvert and Channel Improvements in the amount of \$374,000

and/or

B. Rimrock Detention Pond in the amount of \$198,000

Client: City of Lucas
 Project: Rimrock Detention Pond Improvements

Date: 30-Aug-22
 By: JRC

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Mobilization (at 5% Maximum All Other Items)	1	L.S.	\$ 8,029.00	\$ 8,029.00
2	Prepare Right-of-Way, Clearing and Grubbing	9.2	Sta.	\$ 3,250.00	\$ 29,900.00
3	Construct Unclassified Embankment	352	C.Y.	\$ 60.00	\$ 21,120.00
4	Construct 12" to 18" Rock Riprap	140	S.Y.	\$ 160.00	\$ 22,400.00
5	Remove & Replace Existing Rock Riprap	28	S.Y.	\$ 30.00	\$ 840.00
6	Construct Reinforced Concrete Outlet Structure	1	L.S.	\$ 36,000.00	\$ 36,000.00
7	Furnish, Install & Maintain Block Sod with 4" Topsoil	1,830	S.Y.	\$ 12.00	\$ 21,960.00
8	Remove and Replace Existing Steel Post and Hog Wire Fence	337	L.F.	\$ 50.00	\$ 16,850.00
9	Relocate Existing Irrigation Control Valves & Sprinkler Heads	1	L.S.	\$ 4,000.00	\$ 4,000.00
10	Relocate Existing Wax Myrtles	9	Ea.	\$ 400.00	\$ 3,600.00
11	Furnish, Install & Maintain Temporary Erosion Control	1	L.S.	\$ 2,600.00	\$ 2,600.00
12	Remove Temporary Erosion Control	1	L.S.	\$ 1,300.00	\$ 1,300.00
	Subtotal Without Mobilization:				\$ 160,570.00
	Subtotal With Mobilization:				\$ 168,599.00
	Contingencies and Miscellaneous Items:	5%			\$ 8,028.50
	Total:				\$ 176,627.50
	USE (Rounded up to Nearest \$10,000):				\$ 180,000.00

Client: City of Lucas

Date: 30-Aug-22

Project: South Orchard Road Culvert and Channel Improvements

By: Joe Carter

ENGINEER'S OPINION OF CONSTRUCTION COST

Item No.	Description	Quantity	Unit	Price	Amount
1	Mobilization (at 5% Maximum All Other Items)	1	L.S.	\$ 15,075.00	\$ 15,075.00
2	Prepare Right-of-Way, Clearing and Grubbing	5.5	Sta.	\$ 3,250.00	\$ 17,875.00
3	Unclassified Channel Excavation	1,045	C.Y.	\$ 40.00	\$ 41,800.00
4	Remove Existing Reinf. Concrete Pavement & Asphalt	210	S.Y.	\$ 30.00	\$ 6,300.00
5	Remove Existing 2 - 21" CMP and Headwalls	1	L.S.	\$ 5,000.00	\$ 5,000.00
6	Furnish & Install 12" to 18" Rock Riprap	360	S.Y.	\$ 160.00	\$ 57,600.00
7	Furnish, Install and Maintain Block Sod with 4" Top Soil	1,755	S.Y.	\$ 12.00	\$ 21,060.00
8	Construct Three 5's x 3'r Reinf. Concrete Box Culverts with Embedment	34	L.F.	\$ 1,725.00	\$ 58,650.00
9	Construct TxDOT Type PW Headwalls	2	Ea.	\$ 20,000.00	\$ 40,000.00
10	Construct 4-ft. x 6-inch Reinforced Concrete Flume	1,738	S.F.	\$ 8.50	\$ 14,773.00
11	Furnish, Install and Maintain Traffic Control Devices and Temporary Cover Pavement	1	L.S.	\$ 11,000.00	\$ 11,000.00
12	Construct 6" Flexible Base	229	S.Y.	\$ 30.00	\$ 6,870.00
13	Construct 6" Reinf. Concrete Pavement over 6" Flexible Base	128	S.Y.	\$ 75.00	\$ 9,600.00
14	Construct 6" HMA Transition Pavement over 6" Flexible Base	101	S.Y.	\$ 70.00	\$ 7,070.00
15	Furnish, Install & Maintain Temporary Erosion Control	1	L.S.	\$ 2,600.00	\$ 2,600.00
16	Remove Temporary Erosion Control	1	L.S.	\$ 1,300.00	\$ 1,300.00
					\$ -
					\$ -
	Subtotal without Mobilization:				\$ 301,498.00
	Subtotal with Mobilization:				\$ 316,573.00
	Contingencies and Miscellaneous Items:	5%			\$ 15,828.65
	Total:				\$ 332,401.65
	USE (Rounded up to Nearest \$10,000):				\$ 340,000.00



City of Lucas

RIMROCK DETENTION POND IMPROVEMENTS

AND

ORCHARD ROAD CHANNEL & CULVERT IMPROVEMENTS



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS

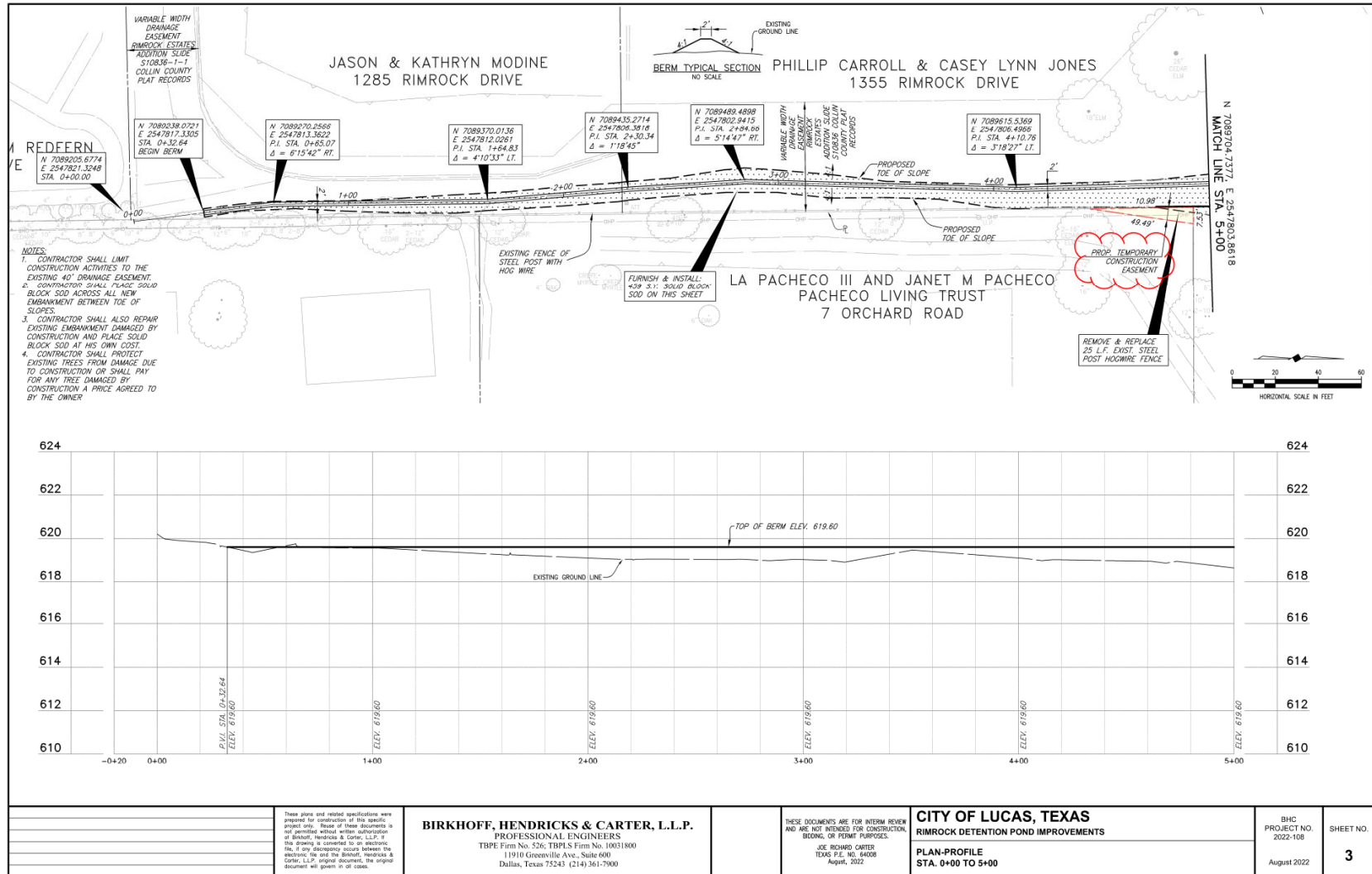
Brief Project History and Recommendations

1. Raise Embankment on Claremont Springs Phase 1 Detention Pond
2. Oversize the Farmstead Detention Pond (decrease outflow by 47cfs)
3. Lovejoy ISD to construct detention pond improvements
4. Raise Embankment on Rimrock Detention Pond and channel along Lemontree Country Estates
5. Improve the Channel from Orchard Road and upgrade to 3 – 5' wide x 3' high box culverts (100-year design)
6. Replace 3- 10'w x5'h box culverts with 8-48-inch RCP culverts at Lynn Lane

Other Recommended Improvements:

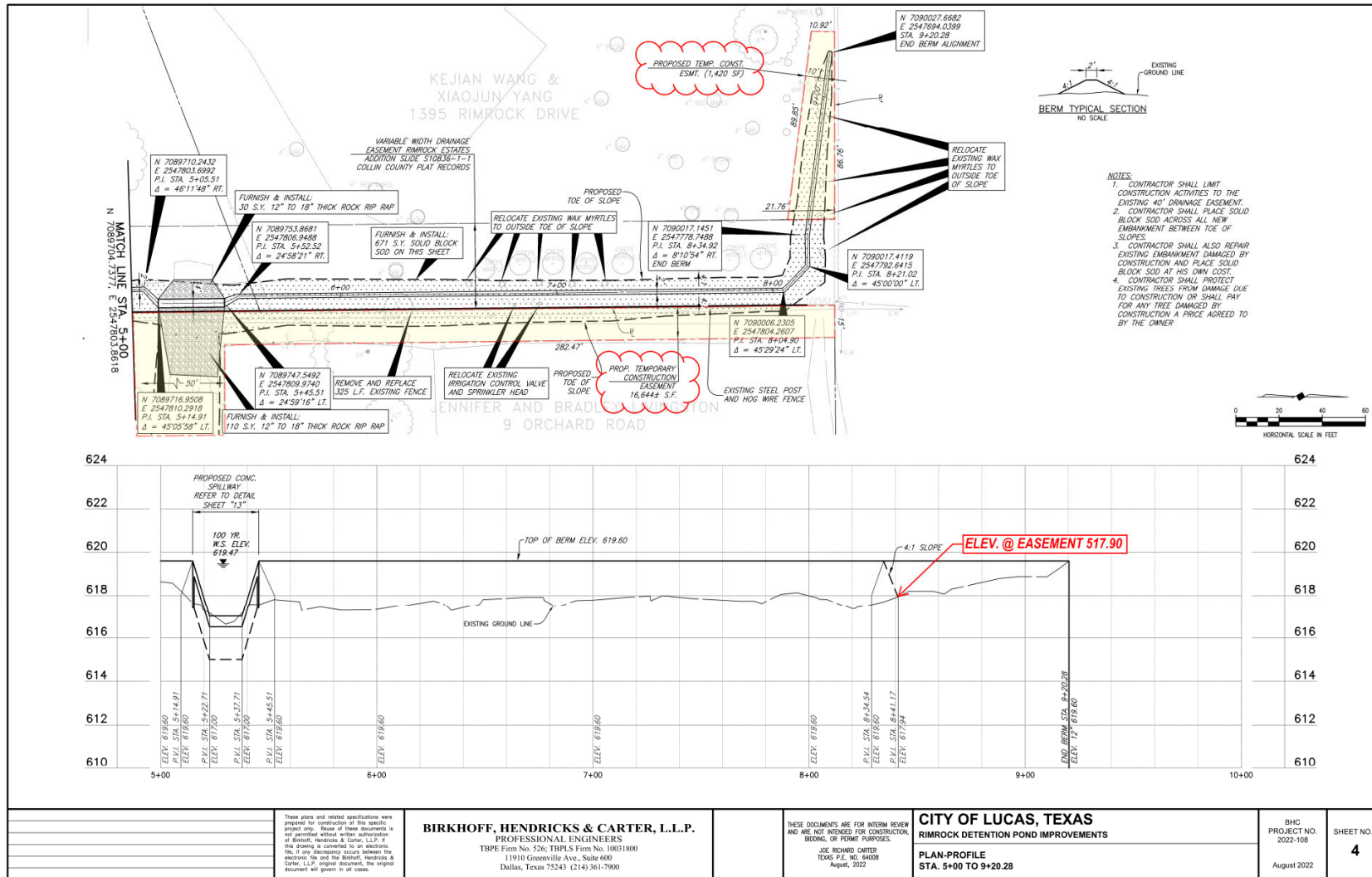
1. Construct new driveway and street culverts and regrade roadway ditches in Lemontree County Estates
2. Construct major ditch at south end of Kingwoods Estates

RIMROCK DETENTION POND IMPROVEMENTS

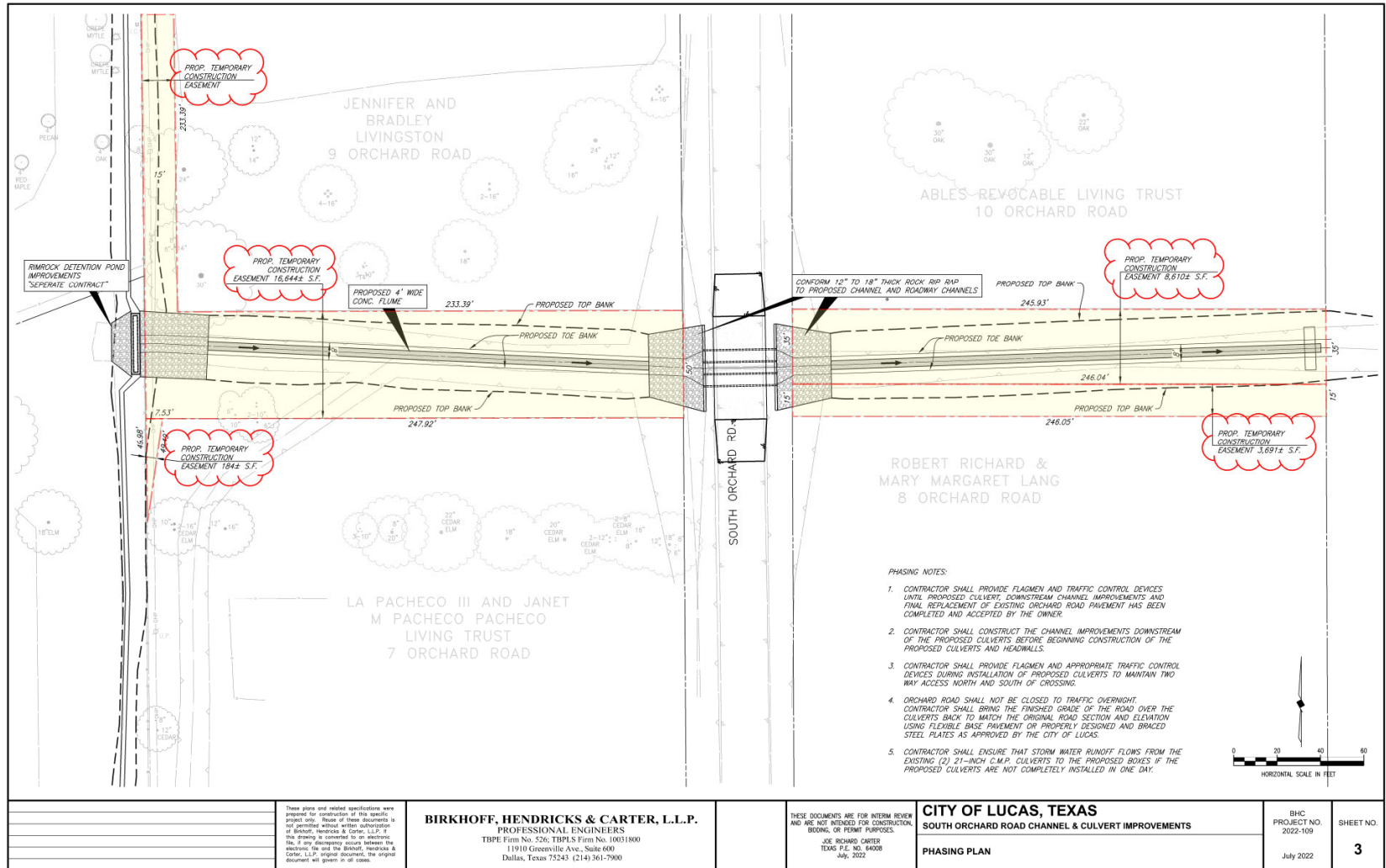


<p>These plans and related specifications were prepared for construction of the specific project only. None of these documents is to be used for any other project without the written authorization of Birkhoff, Hendricks & Carter, L.L.P. If the drawing is converted to an electronic file, it is only for the purpose of printing the drawing. In the event of a discrepancy between the electronic file and the original drawing, the original drawing shall prevail. Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.</p>	<p>BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS TBPE Firm No. 526, TBPLS Firm No. 10031800 1910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900</p>	<p>THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. JOE RICHARD CARTER TDCS P.E. NO. 94008 August, 2022</p>	<p>CITY OF LUCAS, TEXAS RIMROCK DETENTION POND IMPROVEMENTS PLAN-PROFILE STA. 0+00 TO 5+00</p>	<p>BHC PROJECT NO. 2022-108 August 2022</p>	<p>SHEET NO. 3</p>

RIMROCK DETENTION POND IMPROVEMENTS



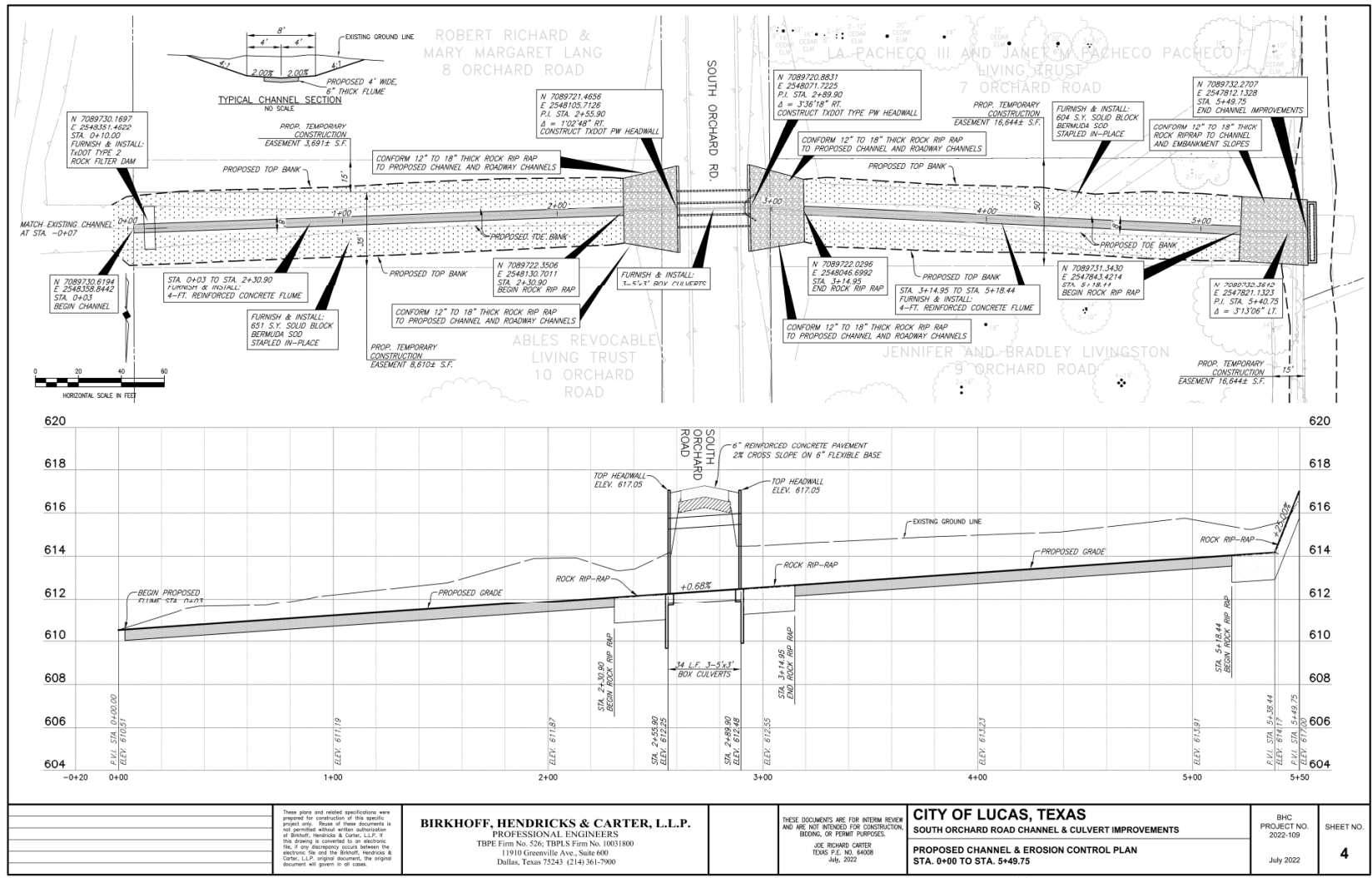
ORCHARD RD. CHANNEL & CULVERT IMPROVEMENTS



- PHASING NOTES:**
- CONTRACTOR SHALL PROVIDE FLAGMEN AND TRAFFIC CONTROL DEVICES UNTIL PROPOSED CULVERT, DOWNSTREAM CHANNEL IMPROVEMENTS AND FINAL REPLACEMENT OF EXISTING ORCHARD ROAD PAVEMENT HAS BEEN COMPLETED AND ACCEPTED BY THE OWNER.
 - CONTRACTOR SHALL CONSTRUCT THE CHANNEL IMPROVEMENTS DOWNSTREAM OF THE PROPOSED CULVERTS BEFORE BEGINNING CONSTRUCTION OF THE PROPOSED CULVERTS AND HEADWALLS.
 - CONTRACTOR SHALL PROVIDE FLAGMEN AND APPROPRIATE TRAFFIC CONTROL DEVICES DURING INSTALLATION OF PROPOSED CULVERTS TO MAINTAIN TWO WAY ACCESS NORTH AND SOUTH OF CROSSING.
 - ORCHARD ROAD SHALL NOT BE CLOSED TO TRAFFIC OVERNIGHT. CONTRACTOR SHALL BRING THE FINISHED GRADE OF THE ROAD OVER THE CULVERTS BACK TO MATCH THE ORIGINAL ROAD SECTION AND ELEVATION USING FLEXIBLE BASE PAVEMENT OR PROPERLY DESIGNED AND BRACED STEEL PLATES AS APPROVED BY THE CITY OF LUCAS.
 - CONTRACTOR SHALL ENSURE THAT STORM WATER RUNOFF FLOWS FROM THE EXISTING (2) 21-INCH C.M.P. CULVERTS TO THE PROPOSED BOXES IF THE PROPOSED CULVERTS ARE NOT COMPLETELY INSTALLED IN ONE DAY.

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ORCHARD RD. CHANNEL & CULVERT IMPROVEMENTS



REVISED: 9/2/22 - TVASQUEZ H:\Projects\Lucas\2022109 Orchard Road South\Sheets\2022109 CHANNEL PP-01.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: TROY VASQUEZ ON 9/2/2022

These plans and related specifications were prepared for construction of the specific project only. These documents are not intended for construction, bidding, or permit purposes.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
 PROFESSIONAL ENGINEERS
 TBPE Firm No. 526, TBPLS Firm No. 00031800
 11910 Greenville Ave., Suite 600
 Dallas, Texas 75243 (214) 361-7900

THESE DOCUMENTS ARE FOR INTERM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

JOE RICHARD CARTER
 TEXAS P.E. NO. 64008
 APR. 2022

CITY OF LUCAS, TEXAS
 SOUTH ORCHARD ROAD CHANNEL & CULVERT IMPROVEMENTS
PROPOSED CHANNEL & EROSION CONTROL PLAN
 STA. 0+00 TO STA. 5+49.75

BHC PROJECT NO. 2022-109
 July 2022
 SHEET NO. **4**



City of Lucas

RIMROCK DETENTION POND IMPROVEMENTS

AND

ORCHARD ROAD CHANNEL & CULVERT IMPROVEMENTS

QUESTIONS and DISCUSSION?



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS

City of Lucas
General Fund Reserves by Fiscal Year

	Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Actual 2018-2019	Actual 2019-2020	Actual 2020-2021	Projected 2021-2022	Projected 2022-2023
Unassigned Fund Balance per Audit Report	\$ 5,867,875	\$ 6,203,973	\$ 7,545,674	\$ 8,774,909	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 10,085,127	\$ 10,085,127	\$ 10,085,127
Adjusted For:										
Projected Excess Fund Balance FY 21-22 (Revenue vs. Expense)									\$ 200,051	\$ 200,051
Projected Excess Fund Balance FY 22-23 (Revenue vs. Expense)									\$	\$ 1,422
Additional Restrictions:										
Capital Project funding approved at (3-2-17) City Council Meeting				\$ (1,385,000)						
FY 20-21 Brockdale Roadway Improvements carry-over	\$ (47,935)	\$ (102,935)	\$ (140,335)	\$ (199,570)			\$ -	\$ (41,349)	\$ (41,349)	\$ (41,349)
FY 20-21 FD bunker gear carry-over								\$ (5,000)	\$ (5,000)	\$ (5,000)
FY 20-21 Energov Software/Hardware carry-over								\$ (34,843)	\$ (34,843)	\$ (34,843)
FY 20-21 -CC 7-1-21 Lemontree drainage carry-over								\$ (67,813)	\$ (67,813)	\$ (67,813)
Reserve for Capital Outlay FY 20-21			\$ (50,000)	\$ (100,000)						
Reserve for Capital Outlay FY 21-22								\$ -	\$ -	\$ -
CC 11-4-21 Reserves for Claremont Springs Drainage (FY 21-22)								\$ (192,025)	\$ (192,025)	\$ (192,025)
CC 11-4-21 Reserves for Brookhaven Culvert (FY 21-22)								\$ (110,758)	\$ (110,758)	\$ (110,758)
CC 12-16-21 Reserves for Water Master Plan (FY 21-22)								\$ (30,000)	\$ (30,000)	\$ (30,000)
CC 1-20-22 Reserves for Records Management Scanning (FY 21-22)								\$ (26,607)	\$ (26,607)	\$ (26,607)
CC 2-17-22 Reserves for Rimrock Detention Pond Design (FY 21-22)								\$ (23,280)	\$ (23,280)	\$ (23,280)
CC 2-17-22 Reserves for Orchard Road Crossing Design (FY 21-22)								\$ (32,450)	\$ (32,450)	\$ (32,450)
CC 4-21-22 Reserves for Pavement Management Projects (FY 21-22)								\$ (236,482)	\$ (236,482)	\$ (236,482)
CC 8-4-22 Reserves for Farmstead Estates Phase Two (FY 21-22)								\$ (199,075)	\$ (199,075)	\$ (199,075)
Reserve Balance Prior to GASB 54 Requirement	\$ 5,819,940	\$ 6,101,038	\$ 7,355,339	\$ 7,090,339	\$ 7,380,496	\$ 7,442,323	\$ 8,524,465	\$ 9,936,122	\$ 9,285,496	\$ 9,286,918
Reserve Balance in Operating Months	16.7	17.1	19.3	16.5	16.9	14.9	17.9	18.3	15.6	13.5
50% Current Year General Fund Expenditures (6 months)	\$ (2,089,807)	\$ (2,143,890)	\$ (2,286,670)	\$ (2,583,535)	\$ (2,624,410)	\$ (3,009,319)	\$ (2,861,041)	\$ (3,245,588)	\$ (3,559,425)	\$ (4,132,804)
Reserve Balance After GASB 54 Requirement	\$ 3,730,133	\$ 3,957,148	\$ 5,068,669	\$ 4,506,804	\$ 4,756,086	\$ 4,433,005	\$ 5,663,424	\$ 6,690,534	\$ 5,726,071	\$ 5,154,114
Reserve Balance in Operating Months	10.7	11.1	13.3	10.5	10.9	8.9	11.9	12.3	9.6	7.5
Restricted during Fiscal Year Audit:										
Ambulance Donation					\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project Funding approved (3105)					\$ 1,385,000	\$ 1,385,000	\$ 613,590	\$ -	\$ -	\$ -
Restricted Court/Misc (3105.10)(3105.35)	\$ 35,473	\$ 45,612	\$ 51,004	\$ 56,820	\$ 64,031	\$ 77,266	\$ 78,726	\$ 76,647	\$ 76,647	\$ 76,647
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Brockdale Roadway Improvements (3105.25)					\$ 245,054	\$ 285,878	\$ 385,528	\$ -	\$ -	\$ -
Restricted Impact Fees (3105.30)	\$ 770,508	\$ 867,279	\$ 1,116,079	\$ 1,254,213	\$ 1,572,405	\$ 1,785,286	\$ 2,115,802	\$ 1,417,322	\$ 1,486,853	\$ 1,486,853
Restricted Water Rescue (3105-32)								\$ 120,000		
Restricted FD Equipment (3105-34)								\$ 16,379		
Restricted Cares Funding (3105.40)							\$ 89,755			
Restricted Mass Mutual LOSAP (3105.45)				\$ 216,615	\$ 233,592	\$ 252,407	\$ 265,669	\$ 279,043	\$ 279,043	\$ 279,043
Capital Outlay (\$50K per year) (3106)					\$ 150,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 250,000	\$ -
Project Mgmt (3107)						\$ 358,290	\$ 70,853	\$ -	\$ -	\$ -
Reserve Restricted per Audit Report	\$ 814,237	\$ 925,664	\$ 1,184,753	\$ 1,549,491	\$ 3,775,400	\$ 4,372,709	\$ 3,901,757	\$ 2,244,098	\$ 2,127,250	\$ 1,877,250



City of Lucas

City Council Agenda Request

September 15, 2022

Item No. 07

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approving the request by Karl D. Williams to vacate the existing plat of Wendy Farms Addition creating 13 single family lots being all of a 53.788 tract of land situated in the John W. Kirby Survey, Abstract 506, Peter F. Lucas Survey Abstract 537, and the Benjamin Sparks Survey Abstract 813 located on the north end of Wendy Lane, more commonly known as 1355 Wendy Lane.

Background Information

This parcel of land is currently zoned Residential 2-acres, containing 53.788 acres of land and proposes 11 new residential lots comprising of 47.988 acres, one homeowners association lot, and a private street lot for a total of 13 lots occupying 7.1 acres. The proposed residential lots vary in size from 2.6 acres to 13 acres for an average lot size of 4.36 acres. The proposed vacating plat returns the lot to its original condition of one lot as recorded in Cabinet Number 2021, Page 398 of the official records of Collin County.

At the Planning and Zoning Commission meeting on September 8, 2022, the Planning and Zoning Commission approved vacating the existing plat of Wendy Farms Addition.

Attachments/Supporting Documentation

1. Vacating Plat
2. Plat Application

Budget/Financial Impact

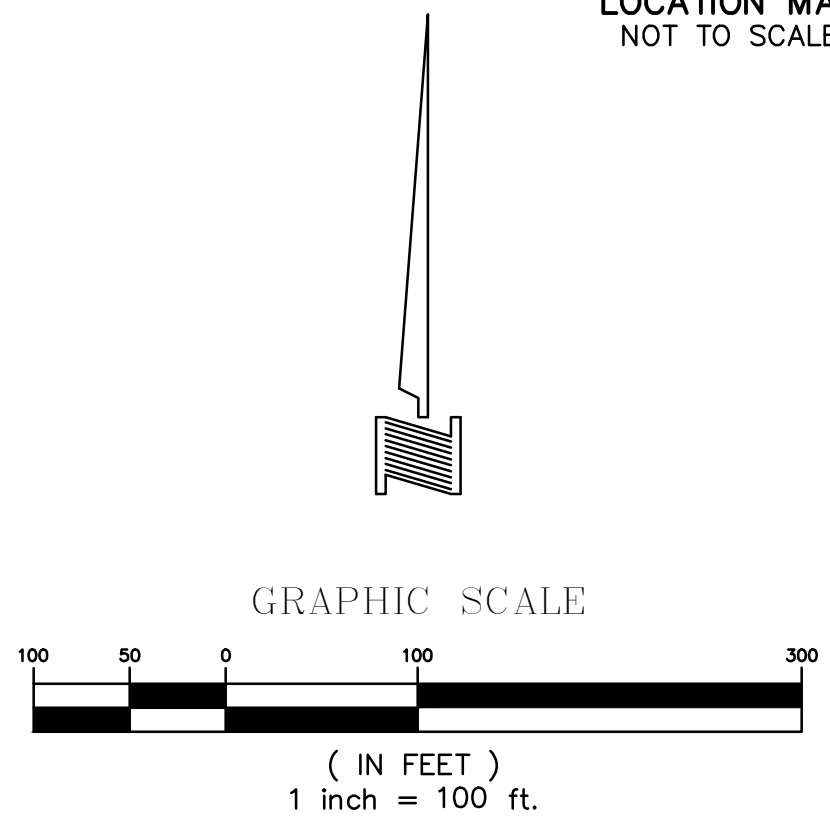
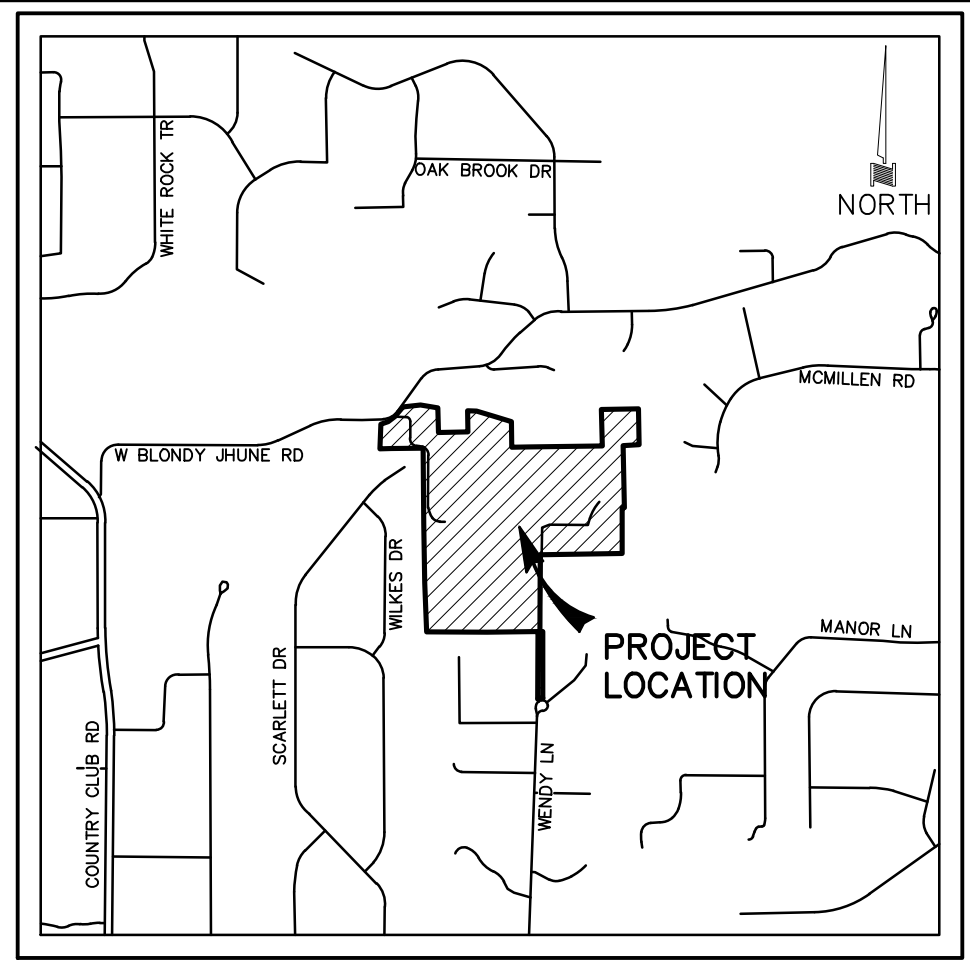
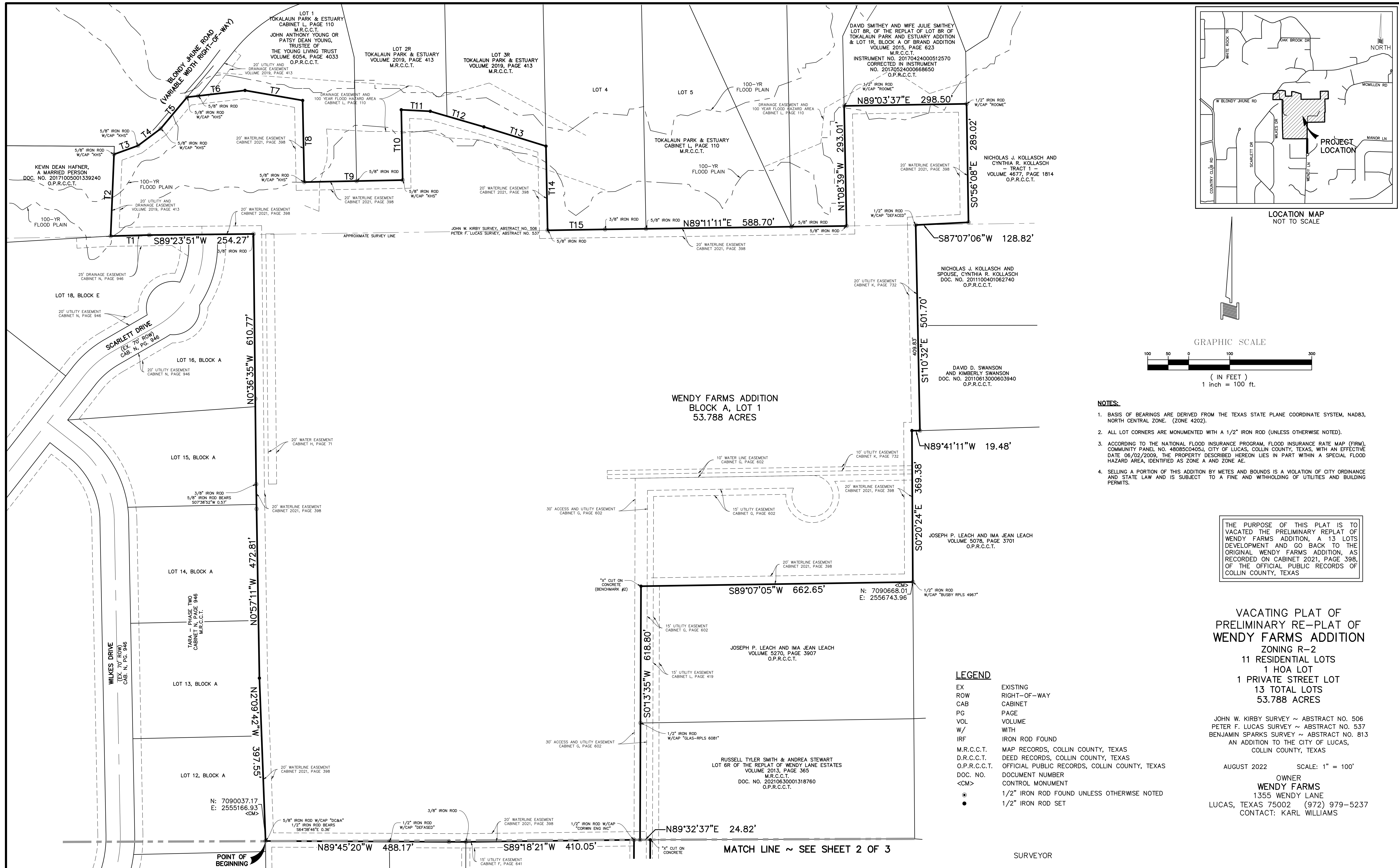
NA

Recommendation

Staff recommends approval of the vacating plat as presented.

Motion

I make a motion to approve/deny vacating the existing plat of Wendy Farms Addition creating 13 single family lots being all of a 53.788 tract of land situated in the John W. Kirby Survey, Abstract 506, Peter F. Lucas Survey Abstract 537, and the Benjamin Sparks Survey Abstract 813 located on the north end of Wendy Lane, more commonly known as 1355 Wendy Lane.



- NOTES:**
1. BASIS OF BEARINGS ARE DERIVED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, NORTH CENTRAL ZONE. (ZONE 4202).
 2. ALL LOT CORNERS ARE MONUMENTED WITH A 1/2" IRON ROD (UNLESS OTHERWISE NOTED).
 3. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 4808504054, CITY OF LUCAS, COLLIN COUNTY, TEXAS, WITH AN EFFECTIVE DATE 06/02/2009, THE PROPERTY DESCRIBED HEREON LIES IN PART WITHIN A SPECIAL FLOOD HAZARD AREA, IDENTIFIED AS ZONE A AND ZONE AE.
 4. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO A FINE AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

THE PURPOSE OF THIS PLAT IS TO VACATE THE PRELIMINARY RE-PLAT OF WENDY FARMS ADDITION, A 13 LOTS DEVELOPMENT AND GO BACK TO THE ORIGINAL WENDY FARMS ADDITION, AS RECORDED ON CABINET 2021, PAGE 398, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS

**VACATING PLAT OF
PRELIMINARY RE-PLAT OF
WENDY FARMS ADDITION
ZONING R-2
11 RESIDENTIAL LOTS
1 HOA LOT
1 PRIVATE STREET LOT
13 TOTAL LOTS
53.788 ACRES**

JOHN W. KIRBY SURVEY ~ ABSTRACT NO. 506
 PETER F. LUCAS SURVEY ~ ABSTRACT NO. 537
 BENJAMIN SPARKS SURVEY ~ ABSTRACT NO. 813
 AN ADDITION TO THE CITY OF LUCAS,
 COLLIN COUNTY, TEXAS

AUGUST 2022 SCALE: 1" = 100'

OWNER
WENDY FARMS
 1355 WENDY LANE
 LUCAS, TEXAS 75002 (972) 979-5237
 CONTACT: KARL WILLIAMS

LEGEND

- EX EXISTING
- ROW RIGHT-OF-WAY
- CAB CABINET
- PG PAGE
- VOL VOLUME
- W/ WITH
- IRF IRON ROD FOUND
- M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- <CM> CONTROL MONUMENT
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- 1/2" IRON ROD SET

BENCHMARK #1:
 "X" cut on concrete located at the very Southeast corner on the access road, that is also the South common corner with the Lot 6R1 of the Replat of Wendy Lane Estates.
 ELEVATION: 585.40'

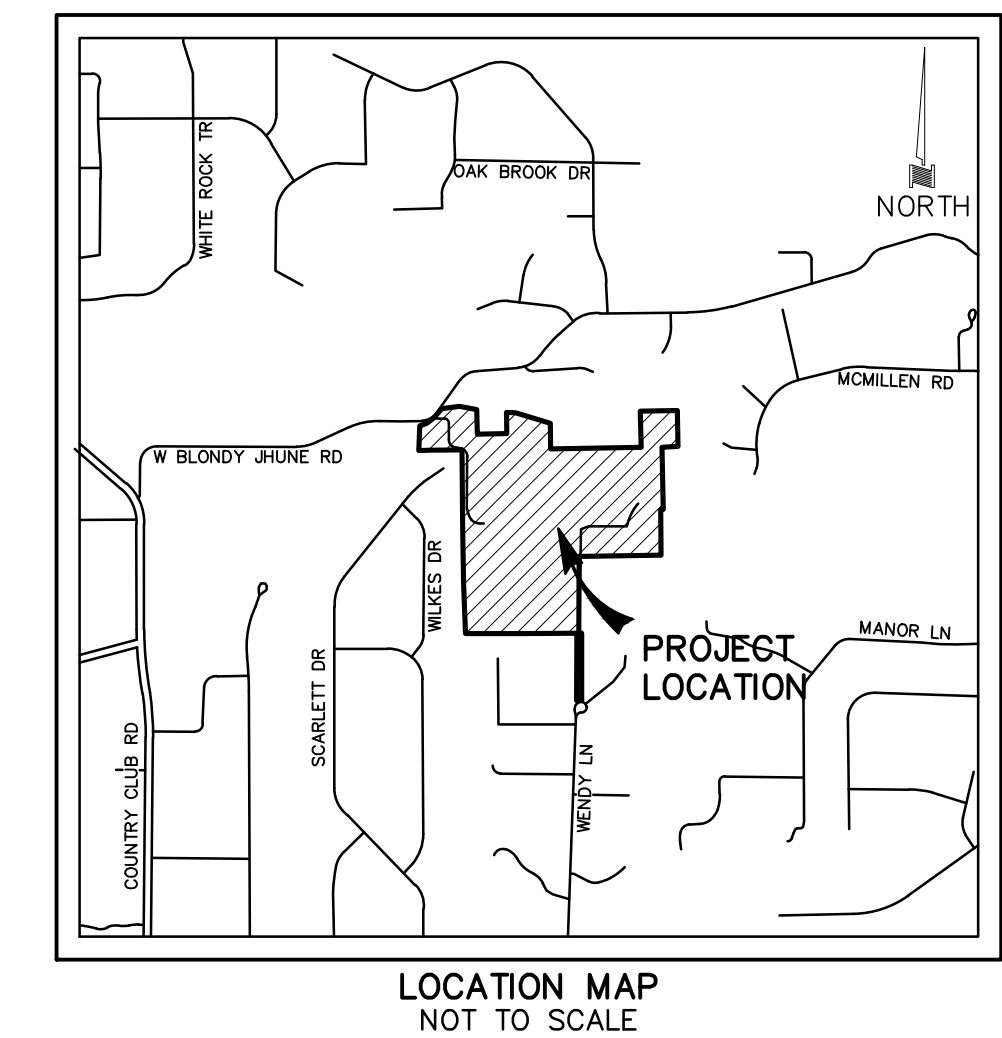
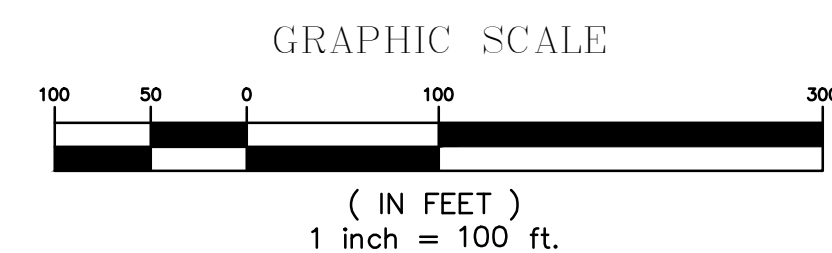
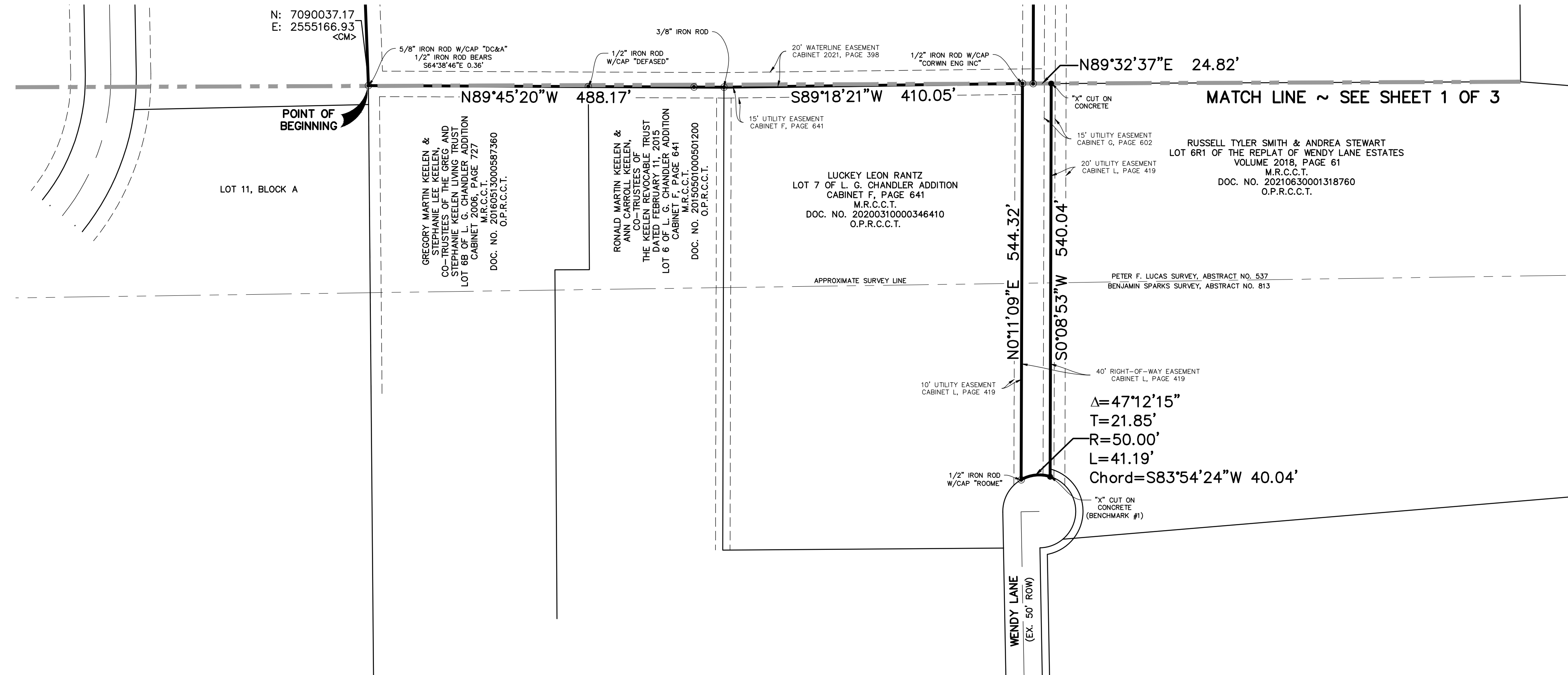
BENCHMARK #2:
 "X" cut on concrete located at the existing driveway and marking the Northwest corner line of the Leach tract, recorded in Volume 5270, Page 3907, D.R.C.C.T.
 ELEVATION: 593.90'



3420 STEVEN DRIVE
 PLANO, TEXAS 75023

214-998-6560
 info@alliancegeoservices.com
 www.alliancegeoservices.com

TEXAS BOARD OF PROFESSIONAL
 ENGINEERS AND LAND SURVEYORS
 SURVEY FIRM # 10194544



LINE	BEARING	LENGTH
T1	S88°25'24\"W	94.06'
T2	N2°22'08\"E	199.60'
T3	N70°08'19\"E	62.23'
T4	N53°06'29\"E	69.03'
T5	N39°57'33\"E	100.02'
T6	N83°17'30\"E	142.32'
T7	S80°05'54\"E	142.67'
T8	S1°07'28\"E	199.05'
T9	N88°52'32\"E	239.84'
T10	N1°07'28\"W	171.57'
T11	S87°06'04\"E	70.89'
T12	S73°43'50\"E	136.05'
T13	S72°45'09\"E	158.41'
T14	S1°08'48\"E	205.30'
T15	N89°06'07\"E	139.91'

- LEGEND**
- EX EXISTING
 - ROW RIGHT-OF-WAY
 - CAB CABINET
 - PG PAGE
 - VOL VOLUME
 - W/ WITH
 - IRF IRON ROD FOUND
 - M.R.C.C.T. MAP RECORDS, COLLIN COUNTY, TEXAS
 - D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
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AUGUST 2022 SCALE: 1" = 100'

OWNER
WENDY FARMS
1355 WENDY LANE
LUCAS, TEXAS 75002 (972) 979-5237
CONTACT: KARL WILLIAMS

- NOTES:**
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 - ALL LOT CORNERS ARE MONUMENTED WITH A 1/2" IRON ROD (UNLESS OTHERWISE NOTED).
 - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 48085C04051, CITY OF LUCAS, COLLIN COUNTY, TEXAS, WITH AN EFFECTIVE DATE 06/02/2009, THE PROPERTY DESCRIBED HEREON LIES IN PART WITHIN A SPECIAL FLOOD HAZARD AREA, IDENTIFIED AS ZONE A AND ZONE AE.
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ELEVATION: 585.40'

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"X" cut on concrete located at the existing driveway and marking the Northwest corner line of the Leach tract, recorded in Volume 5270, Page 3907, D.R.C.C.T.
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SURVEYOR



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SURVEY FIRM # 10194544

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS WENDY FARMS LLC and KARL D. WILLIAMS, AS TRUSTEE OF THE CHICANE REVOCABLE TRUST, are owners of a 53.788 acres tract of land situated in the JOHN W. KIRBY SURVEY, ABSTRACT NO. 506, the PETER F. LUCAS SURVEY, ABSTRACT NO. 537, and the BENJAMIN SPARKS SURVEY, ABSTRACT NO. 813, City of Lucas, Collin County, Texas, and being all of Block A, Lot 1, of the WENDY FARMS ADDITION, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet 2021, Page 398, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "DC&A" found in the east line of Lot 12, Block A, TARA-PHASE TWO, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet N, Page 946, Map Records, Collin County, Texas, for the common southwest corner of Tract 2, (Document Number 20161208001662790) and the northwest corner of Lot 6B, L.G. CHANDLER ADDITION, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet 2006, Page 727, Map Records, Collin County, Texas, from which a 1/2" iron rod found bears S 64 38' 46" E, 0.36 feet;

THENCE N 02' 09' 42" W, with the common west line of said Tract 2 and the east line of said TARA-PHASE TWO Addition, a distance of 397.55 feet to a found fence post in the east line of Lot 13, Block A of said TARA-PHASE TWO Addition;

THENCE N 00' 57' 11" W, passing at a distance of 412.68 feet, a 1/2" iron rod found in the east line of Lot 14, Block A, of said TARA-PHASE TWO Addition, for the northwest corner of said Tract 2, (Document Number 20161208001662790) and continuing in all with the east line of said TARA-PHASE TWO Addition, a total distance of 472.81 feet to a 3/8" iron rod found in the east line of Lot 15, Block A of said TARA-PHASE TWO Addition, for the common northwest corner of said Tract 1, (Document Number 20161208001662790) and the southwest corner of said Lot 2, (Cabinet H, Page 71) from which a 5/8" iron rod found bears S 07' 38' 52" W, 0.57 feet;

THENCE N 00' 36' 35" W, continuing with said east line, a distance of 610.77 feet to a 3/8" iron rod found in the south line of said Lot 13, (Cabinet 2019, Page 413) for the common northwest corner of said Lot 1, (Cabinet H, Page 71) and the northeast corner of Lot 16, Block A of said TARA-PHASE TWO Addition;

THENCE S 89' 23' 51" W, with the common south line of said Lot 13 and the north line of said TARA-PHASE TWO Addition, a distance of 254.27 feet to a 1/2" iron rod found in the north line of Lot 18, Block E of said Addition;

THENCE S 88' 25' 24" W, continuing with said common line, a distance of 94.06 feet to a 1/2" iron rod found for the common southwest corner of said Lot 13 and the southeast corner of that tract of land conveyed in Deed to Kevin Dean Hafner, according to the document of record filed in Document Number 20171005001359240, Official Public Records, Collin County, Texas;

THENCE N 02' 22' 08" E, with the common west line of said Lot 13 and the east line of said Kevin Dean Hafner tract, a distance of 199.60 feet to a 5/8" iron rod with cap stamped "KHS" found in the southeast line of Blondy Jhune Road, a variable width right-of-way, for the most westerly northwest corner of said Lot 13.

THENCE With the common northwest line of said Lot 13 and the southeast line of said Blondy Jhune Road, the following courses and distances:

N 70' 08' 19" E, a distance of 62.23 feet to a 5/8" iron rod with cap stamped "KHS";

N 53' 06' 29" E, a distance of 69.03 feet to a 5/8" iron rod with cap stamped "KHS";

N 39' 57' 33" E, a distance of 100.02 feet to a 5/8" iron rod with cap stamped "KHS";

N 83' 17' 30" E, passing at a distance of 27.75 feet, a 5/8" iron rod found in the north line of said Lot 13 for the most westerly southwest corner of Lot 1, TOKALAU PARK & ESTUARY, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet L, Page 110, Map Records, Collin County, Texas, and continuing in all for a total distance of 142.32 feet to a 5/8" iron rod found in the common line of said Lot 13 and said Lot 1;

THENCE S 80' 05' 54" E, with said common line, a distance of 142.67 feet to a PK Nail found;

THENCE S 01' 07' 28" E, continuing with said common line, a distance of 199.05 feet to a 5/8" iron rod with cap stamped "KHS" found for a common interior ell corner of said Lot 13 and the most southerly southwest corner of said Lot 1;

THENCE N 88' 52' 32" E, passing at a distance of 127.60 feet, a 5/8" iron rod found for the common corner of said Lot 1 and Lot 2R, of said TOKALAU PARK & ESTUARY LOTS 2R, 3R AND 13 Addition, (Cabinet 2019, Page 412), and continuing in all for a total distance of 239.84 feet to a 5/8" iron rod with cap stamped "KHS" found for a common interior ell corner of said Lot 13 and the most southerly southeast corner of said Lot 2R;

THENCE N 01' 07' 28" W, a distance of 171.57 feet to a point for corner in the creek for a common exterior ell corner of said Lot 13 and an interior ell corner of said Lot 2R;

THENCE With the north line of said Lot 13, the following courses and distances:

S 87' 06' 04" E, a distance of 70.89 feet to a point for corner in the approximate center line of a creek;

S 73' 43' 50" E, a distance of 136.05 feet to a point for corner in the approximate center line of a creek;

S 72' 45' 09" E, a distance of 158.41 feet to a point for corner, in the west line of Lot 4, TOKALAU PARK & ESTUARY, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of recorded filed in Cabinet L, Page 110, Map Records, Collin County, Texas, for the common corner of said Lot 13 and said Lot 3R;

THENCE S 01' 08' 48" E, with the common east line of said Lot 13 and the west line of said Lot 4, a distance of 205.30 feet to a 5/8" iron rod found in the north line of said Tract II, (Document Number 20161208001662), for the common corner of said Lot 13 and said Lot 4;

THENCE N 89' 06' 07" E, with the south line of said Lot 4, a distance of 139.91 feet to a 3/8" iron rod found for the northwesterly corner of Lot 1R, Block A, (Cabinet 2015, Page 623);

THENCE N 89' 11' 11" E, with the north line of said Lot 1R, passing at a distance of 99.84 feet, a 5/8" iron rod found for the common corner of said Lot 4 and Lot 5 of said TOKALAU PARK & ESTUARY Addition, and continuing with the north line of said Lot 1R, passing at a distance of 354.29 feet, a 5/8" iron rod found for the common corner of Lot 5, and Lot 6, same being the southwest corner of Lot 7 of said TOKALAU PARK & ESTUARY Addition, and continuing in all for a total, a distance of 588.70 feet to a 5/8" iron rod found for a common interior ell corner of said Lot 1R, and the southeast corner of said Lot 7;

THENCE N 01' 08' 39" W, with the east line of said Lot 7, a distance of 293.01 feet to a 1/2" iron rod with cap stamped "ROOME" found for the common most northerly northwest corner of said Lot 1R and the southwest corner of Lot 8R, Block A, of said REPLAT OF LOT 8R, OF TOKALAU PARK AND ESTUARY ADDITION & LOT 1R, BLOCK A OF BRAND ADDITION, (Cabinet 2015, Page 623);

THENCE N 89' 03' 37" E, with the common north line of said Lot 1R and the south line of said Lot 8R, a distance of 298.50 feet to a 1/2" iron rod with cap stamped "ROOME" found in the west line of that tract of land conveyed in Deed to Nicholas J. Kollasch and Cynthia R. Kollasch, according to the document of record filed in Volume 4677, Page 1814, Deed Records, Collin County, Texas, for the common most northerly northeast corner of said Lot 1R and the southeast corner of said Lot 8R;

THENCE S 00' 56' 08" E, with the common east line of said Lot 1R and the west line of said Nicholas J. Kollasch and Cynthia R. Kollasch tract, a distance of 289.02 feet to a 1/2" iron rod found in the north line of that tract of land conveyed in Deed to Nicholas J. Kollasch and Cynthia R. Kollasch, according to the document of record filed in Document Number 2011100401062740, Official Public Records, Collin County, Texas, for the common most easterly southeast corner of said Lot 1R and the southwest corner of said Nicholas J. Kollasch and Cynthia R. Kollasch tract, (Volume 4677, Page 1814);

THENCE S 87' 07' 06" W, with the north line of said Nicholas J. Kollasch and Cynthia R. Kollasch tract, (Document Number 2011100401062740), a distance of 128.82 feet to a 1/2" iron rod with defaced cap found for a common interior ell corner of said Lot 1R and the northwest corner of said Nicholas J. Kollasch and Cynthia R. Kollasch tract, (Document Number 2011100401062740);

THENCE S 01' 10' 32" E, with the east line of said Lot 1R, a distance of 501.70 feet to a 1/2" iron rod found in the north line of that tract of land conveyed in Deed to Joseph P. Leach and Ima Jean Leach, according to the document of record filed in Volume 5078, Page 3701, Deed Records, Collin County, Texas for a common exterior ell corner of said Lot 1R and the southwest corner of that tract of land conveyed in Deed to David D. Swanson and Kimberly Swanson, according to the document of record filed in Document Number 20110613000603940, Official Public Records, Collin County, Texas;

THENCE N 89' 41' 11" W, with the north line of said Joseph P. Leach and Ima Jean Leach tract, a distance of 19.48 feet to a 1/2" iron rod with cap stamped "AG PROP COR" set for a common interior ell corner of said Lot 1R and the northwest corner of said Joseph P. Leach and Ima Jean Leach tract;

THENCE S 00' 20' 24" E, with the common east line of said Lot 1R and the west line of said Joseph P. Leach and Ima Jean Leach tract, passing at a distance of 105.62 feet to a 1/2" iron rod found, and continuing in all for a total distance of 369.38 feet to a 1/2" iron rod with cap stamped "BUSBY RPLS 4967" found for the common southeast corner of said Lot 1R and the northeast corner of that tract of land conveyed in Deed to Joseph P. Leach and Ima Jean Leach, according to the document of record filed in Volume 5270, Page 3907, Deed Records, Collin County, Texas;

THENCE S 89' 07' 05" W, leaving the west line of said Joseph P. Leach and Ima Jean Leach tract, (Volume 5078, Page 3701), and with the common south line of said Lot 1R and the north line of said Joseph P. Leach and Ima Jean Leach tract, (Volume 5270, Page 3907), a distance of 662.65 feet to an "X" cut in concrete found in the west line of the above mentioned Tract 1, (Document Number 20161208001662790) for the common southwest corner of said Lot 1R and the northwest corner of said Joseph P. Leach and Ima Jean Leach tract, (Volume 5270, Page 3907) tract;

THENCE S 00' 13' 35" W, with the east line of said Tract 1, passing at a distance of 333.67 to a 1/2" iron rod with a cap stamped "GLAS-RPLS 6081" found for the common southwest corner of said Joseph P. Leach and Ima Jean Leach tract, (Volume 5270, Page 3907), and the northwest corner of Lot 6R, REPLAT OF WENDY LANE ESTATES, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet 2013, Page 365, Map Records, Collin County, Texas, and continuing in all for a total distance of 618.80 feet to a 1/2" iron rod found for a common interior ell corner of said Tract 1 and the southwest corner of said Lot 6R,

THENCE N 89' 32' 37" E, with the south line of said Lot 6R, a distance of 24.82 feet to an "X" cut in concrete found in the south line of said Lot 6R for a common exterior ell corner of said Tract 1 and the northwest corner of Lot 6R1, REPLAT OF WENDY LANE ESTATES, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet 2018, Page 61, Map Records, Collin County, Texas;

THENCE S 00' 08' 53" W, leaving said south line and with and the west line of said Lot 6R1, a distance of 540.04 feet to an "X" cut in concrete found in the north line of Wendy Lane, a 50' right-of-way, said being at the beginning of a non-tangent curve to the left having a central angle of 47' 12' 15", a radius of 50.00 feet and a chord bearing and distance of S 83' 54' 24" W, 40.04 feet;

THENCE With the north line of said Wendy Lane and said curve to the left, an arc distance of 41.19 feet to a 1/2" iron rod with cap stamped "ROOME" found in the east line of Lot 7, L.G. CHANDLER ADDITION, an Addition to the City of Lucas, Collin County, Texas, according to the Plat of record filed in Cabinet F, Page 641, Map Records, Collin County, Texas;

THENCE N 00' 11' 09" E, with the east line of said Lot 7, a distance of 544.32 feet to a 1/2" iron rod with cap stamped "CORWIN ENG INC" found for a common interior ell corner of said Tract 1, (Document Number 20161208001662790) and the northeast corner of said Lot 7;

THENCE S 89' 18' 21" W, with the common south line of said Tract 1 and the north line of said Lot 7, a distance of 410.05 feet to a 3/8" iron rod found for the common corner of said Lot 7 and Lot 6 of said L.G. CHANDLER ADDITION;

THENCE N 89' 45' 20" W, passing at a distance of 41.18 feet a 1/2" iron rod found in the north line of Lot 6, for the common southwest corner of the above mentioned Tract 1 and the southeast corner of said Tract 2 (Document Number 20161208001662790), continuing with the north line of said Lot 6, passing at a distance of 145.04 feet a 1/2" iron rod found for the common corner of said Lot 6 and the above mentioned Lot 6B of said L.G. CHANDLER ADDITION, (Cabinet 2006, Page 727) and continuing in all for a total distance of 488.17 feet to the POINT OF BEGINNING, and containing 53.788 acres of land, more or less.

OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WENDY FARMS, acting herein by and through its duly authorized officer, does hereby adopt this final plat designating the herein above described property as WENDY FARMS, an addition to the City of Lucas, Texas, and does hereby dedicate in fee simple, to the public use forever, the streets, alleys and public areas shown thereon. The easements, as shown, are hereby dedicated for the purposes as indicated. The Utility and Drainage Easements being hereby dedicated for the mutual use and accommodation of the City of Lucas and all public utilities desiring to use or using same. All and any public utility and the City of Lucas shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in anyway endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the City of Lucas and all public utilities shall, at all times, have the full Right of Ingress and Egress to or from and upon said Easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective systems, without the necessity, at any time or procuring the permission of anyone.

This final plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

WITNESS, my hand this the ____ day of _____, 20____.

By: WENDY FARMS

By: KARL WILLIAMS

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary public in and for the State of Texas, on this day personally appeared KARL WILLIAMS, Owner of Wendy Farms, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires On:

CITY APPROVAL CERTIFICATE

This Plat is hereby approved by the Planning and Zoning Commission of the City of Lucas, Texas

Chairman, Planning and Zoning Commission _____ Date _____

ATTEST:

Signature _____ Date _____

Name & Title

The Director of Public Works of the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances and with engineering construction standards and processes adopted by the City of Lucas, Texas as to which his/her approval is required.

Director of Public Works _____ Date _____

The Development Services Director or the City of Lucas, Texas hereby certifies that to the best of his/her knowledge or belief, this subdivision plat conforms to all requirements of the Code of Ordinances, or as may have been amended or modified, as allowed, by the Planning and Zoning Commission as to which his/her approval is required.

Development Services Director _____ Date _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jesus J. Lajara, do hereby state that I prepared this replat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lucas, Texas.

Dated this the _____ day of _____, 20____.

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED, VIEWED, OR RELIED UPON AS A FINAL SURVEY DOCUMENT" (RELEASE DATE 03/01/2022)

JESUS J. LAJARA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6378

TEXAS BOARD OF PROFESSIONAL
ENGINEERS AND LAND SURVEYORS
SURVEY FIRM # 10194544

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas on this day personally appeared Jesus J. Lajara, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Texas

SURVEYOR

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LUCAS, TEXAS 75002 (972) 979-5237
CONTACT: KARL WILLIAMS



3420 STEVEN DRIVE
PLANO, TEXAS 75023

214-998-6560
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TEXAS BOARD OF PROFESSIONAL
ENGINEERS AND LAND SURVEYORS
SURVEY FIRM # 10194544



PLATTING APPLICATION

Physical Location of Property: 1355 Wendy Lane, Lucas, Texas 75002
(Address and general location – approximate distance to nearest existing street intersection)

Legal Description of Property: Wendy Farms Addition - Abstracts 506, 537 & 813, City of Lucas, Collin Cnty, Texas
(Survey/ Abstract Number and Tracts/Platted Subdivision Name with Lots/Block – Must attach metes and bounds description)

Comprehensive Zoning Designation(s): _____

Existing Zoning Designation(s): R-2

Description of Project Use: Residential

Acreeage: 53.788 acres Existing # of Lots/Tracts: 13 lots

OWNERS NAME: _____ Contact Number: 972-979-5237

Applicant/Contact Person Karl D. Williams Title: owner

Company Name _____

Street Address 1355 Wendy Lane, Lucas, Texas 75002

Mailing Address _____

Phone: 972-979-5237 Fax: _____ Email: karlw@elmcreekinvestments.com

OWNERS NAME: _____ Contact Number: _____

Applicant/Contact Person _____ Title: _____

Company Name _____

Street Address _____

Mailing Address _____

Phone: _____ Fax: _____ Email: _____

ENGINEER REPRESENTATIVE: _____ Contact Number: _____

Applicant/Contact Person _____ Title: _____

Company Name _____

Street Address _____

Mailing Address _____

Phone: _____ Fax: _____ Email: _____

Read before signing below: If there is more than one property owner complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures are required. (notaries are available)

ITEMS REQUIRED PRIOR TO FINAL PLAT APPROVAL:

ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID BEFORE BEING SCHEDULED ON THE P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. Drawings will not be returned to applicant.

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY.

SUBMISSIONS: Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

NOTICE OF PUBLIC RECORDS: The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the public unless they are copyrighted.



PLATTING APPLICATION

- Applicant agrees to pay any and all monies due to the City including but not limited to Park Site fee, Tree Removal Permit fee, 3% of Construction cost (developer to provide contracts for verification) and including but not limited to other fees that may be required prior to final plat approval.
- Maintenance Bond for City Improvements, 2 year - 10% Bond to be verified by submitting contract.
- Construction as-built record drawings (mylar)
- Engineering construction test reports.
- Walk-through with Public Works personnel completed with satisfactory outcome.
- HOA (covenants, conditions & restrictions) documentation approved by City Attorney before submittal to Planning & Zoning.

By signing this application, staff is granted access to your property to perform work related to your case. I waive the statutory time limits in accordance with Texas Local Government Code, Section 212.

STATE OF TEXAS)
COUNTY OF COLLIN)

BEFORE ME, a Notary Public, on this day personally appeared Karl Williams the authorized agent of the owner, (proof must be attached, e.g. "Power of Attorney) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

CB

CHRISTINE BENNETT
Notary Public, State of Texas
Comm. Expires 02-28-2023
Notary ID 126387738

[Notary Seal] CHRISTINE BENNETT
Notary Public, State of Texas
Comm. Expires 02-28-2023
Notary ID 126387738

Stamp error Bennett

Karl Williams
Owner / Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 29 day of August, 2022
Notary Public in and for the State of Texas: Bennett

Official Use Only:

Planning & Zoning: _____ Date: _____

City Council: _____ Date: _____

Applicant Withdrew: Yes or No Date: _____

Applicant Made a Written Withdrawal: Yes or No Date: _____



City of Lucas

City Council Agenda Request

September 15, 2022

Item No. 08

Requester: Development Services Director Joe Hilbourn
City Manager Joni Clarke

Agenda Item Request

Discuss the use of roll-off containers and dumpsters in residential zoning districts and provide direction to the City Manager.

Background Information

At the City Council meeting held on August 4, 2022, the City Council received a request to waive the requirements in Article 13.06 Solid Waste, Division 2 Collection in the City's Code of Ordinances to allow the continued use of a dumpster for personal use at the front of a residential property located at 910 West Blondy Jhune Road.

The City Council requested additional information regarding the use of roll-off containers and dumpsters within the City limits of Lucas prior to rendering a decision. Staff compiled information pertaining to commercial dumpsters, residential dumpsters and stable matter collection and provided a report to City Council on August 25, 2022.

Staff is requesting direction from the City Council regarding any proposed amendments to existing ordinances regarding the provision of roll-off containers and dumpsters in residential zoning districts.

Attachments/Supporting Documentation

1. Agreement for Solid Waste and Recycling Services between the City of Lucas and Community Waste Disposal dated May 6, 2022 commencing on October 1, 2022.
2. City of Lucas Code of Ordinances, Article 13.06 Solid Waste, Division 2 Collection
3. City of Lucas Code of Ordinances, Chapter 3 Building Regulations, Section 3.18.004 Dumpster and trash compactor screening.

Budget/Financial Impact

NA

Recommendations

NA

Motion

There is no motion required.

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

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

RECITALS:

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

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

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

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

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

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

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

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

Article I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

City shall mean the City of Lucas, Texas.

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

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

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

Commercial Container shall mean Dumpsters and Roll-offs.

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

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

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

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

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

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

Contractor shall mean Community Waste Disposal, LP

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

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

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

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

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

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

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

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

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

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

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

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

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

May shall mean something that is not mandatory but permissible.

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

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

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

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

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

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

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

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

Program Recyclable Materials shall include the following Recyclable Materials:

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

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

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

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

Refuse shall mean Rubbish.

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

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

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

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

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

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

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

Shall something that is mandatory and not merely discretionary.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article II

Term

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

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

Article III

Contract Documents

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

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

Article IV

Scope of Services

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

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

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

Article V

Schedule

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

Article VI

Rates and Billing

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

Article VII

Rate and Disposal Adjustments

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

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

CPI (see System Chart for %)

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

CNG FUEL (see System Chart for %)

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

DISPOSAL (see System Chart for %)

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

SYSTEM CHART

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

EXAMPLE (Recycle)

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

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

Article VIII

Devotion of Time

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

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

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

Article IX

Non-Collection and Complaints

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

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

Scheduled Customers	By close of business on their scheduled service day
On-Call Customers	Within one business day (24 hours) of their call
Missed Collection (Trash, Recycling, Bulk) or Cart Delivery	<ol style="list-style-type: none"> 1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the City: Receive same day service. 3. If driver is not in the City: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day – Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day – Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

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

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

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

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

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

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

Article X

Damage to Property

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

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

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

Article XI

Hours of Operation and Holidays

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

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

Article XII

Availability of Funds

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

Article XIII

Insurance/ Performance Bond

13.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications set forth in this Article 12 and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance or equivalent covering all of Contractor's employees involved in the provision of services under this Agreement.

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

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

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

Article XIV

Indemnification

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

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

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

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

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

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

Article XV

Termination

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

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

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

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

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

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

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

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

Article XVI

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.10 Inspection of Books and Records. City, or any duly authorized representative of City, may at all reasonable times and with prior written notice inspect and examine the books and records of Contractor directly related to the services performed under this Agreement for the purpose of (a) checking the salary costs and other expenses described and/or contemplated in this Agreement or (b) otherwise confirming Contractor's compliance with the terms of the Agreement. Contractor shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of this Agreement and for the period of three (3) years after the date of final payment thereunder.

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

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

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

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

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

(Signature page to follow)

EXECUTED this 6th day of May, 2022.

City of Lucas, Texas

By: 
Joni Clarke, City Manager

Approved as to form:

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

EXECUTED this 6th day of May, 2022.

Contractor

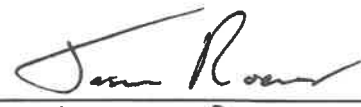
By: 
Name: Jason Roemer
Title: Vice President

EXHIBIT “A”
CONTRACTOR’S SCHEDULE – RATES AND SERVICES

City of Lucas Solid Waste Collection and Recycling Services	Oct 2022 Net Monthly Rate to CWD	Oct 2022 Lucas Customer Monthly Rate
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>		
Residential Collection		
Base Residential Services - All City of Lucas Residents		
Base Residential Solid Waste Service (once a week - CWD cart included) = <i>\$15.08 net to CWD</i>		
Unlimited Bundled Brush Collection (once a week) - each tied and bundled brush cannot exceed 4 ft by 2 ft nor weigh more than 50 pounds per bundle	\$21.17	\$26.10
Limited Bulk and Unbundled Brush Collection (once a week) - bulk and/or unbundled brush cannot exceed 2 CY		
Door Side Household Hazardous Waste & Used Electronics Collection (twice per year per resident)		
Residential Recycling Rate to All Residents (once a week - CWD cart included) = <i>\$6.09 net to CWD</i>		
Senior Citizen Rate (10% Discount) - Base Residential Services	\$19.05	\$23.49
Optional Residential Services		
Optional Additional Residential Trash Cart Pricing (Each)	\$10.70	\$13.19
Optional Additional Residential Recycling Cart Pricing (Each)	\$4.41	\$5.44
Optional Concierge Residential - Solid Waste Service only (once a week - CWD cart) <i>price is in addition to Base Solid Waste Rate above</i>		
0' - 100' - from public street to point of collection	\$25.00	\$30.81
100' - 300' - from public street to point of collection	\$50.00	\$61.63
300' + - from public street to point of collection	Negotiable	TBD
Optional Special Collection Rate for Excess Bulk and Brush Accumulations (per yard)	\$15.00	Billed by CWD
Optional Manure and Stable Matter Collection (once a week - no more than 1/2 full - CWD cart)	\$29.00	Billed by CWD
Additional Manure and Stable Matter Collection Cart Pricing (Each)	\$19.00	Billed by CWD
Replace Lost/Stolen Trash or Recycle Cart (Each)	\$76.05	Billed by CWD
Disaster or Storm Events Services		
Rate per Hour - Grapple Truck	\$195.00	N/A
Rate per Hour - Rear Load with Crew	\$195.00	N/A
Rate per Hour - Open Tops and Bobcats	\$85.00	N/A
Storm Debris Disposal Per Ton	\$44.71	N/A
City Services		
City Facilities Trash & Recycle Cart Service		
Various Locations - once per week - 95-gallon CWD carts as needed	N/C	N/C
Roll OFF - Public Works		
Various Locations (8 - 30 Yard Open Tops plus 8 Total Hauls per Year)	N/C	N/C
Special Events		
2 - 30 Yard Open Tops / 2 Total Hauls per Year Trash and Recycle Carts - as needed	N/C	N/C

Notes:

1. Lucas Customer Rate includes City of Lucas' 7% Franchise Fee, 8% Administrative Fee, and 8.25% Sales Tax.
2. Senior citizens will receive a 10% discount on all residential solid waste and recycling services.

EXHIBIT "B" CONTRACTOR'S SCOPE OF SERVICES

Below is a Scope of Services to be performed by CWD in the City of Lucas contract. Upon mutual agreement, these services and method of collection are subject to change.

Solid Waste Collection

- Once per week collection of a CWD provided 95-gallon gray trash polycart
- All solid waste must be placed inside the cart with the lid closed.
- Collection to occur on the resident's scheduled day, Monday – Friday between 7:00am – 7:00pm.
- CWD will utilize one (1) CNG Semi-Automated Rear Load GVW Compliant Vehicle for solid waste collection. Collection crew includes one (1) driver and up to two (2) helpers.

Bulky Waste, Unbundled and Bundled Brush Collection

- Once per week collection of two (2) cubic yards of bulky waste and/or unbundled brush
 - Maximum length for an unbundled limb is six (6) feet and no single limb or bulk item weighing more than 150 pounds.
- Once per week collection of unlimited bundled brush.
 - Each tied bundle cannot exceed four (4) feet by two (2) feet nor weigh more than 50 pounds per bundle.
- Collection to occur on the resident's scheduled day, Monday – Friday between 7:00am – 7:00pm.
- Residents with excess bulky waste and unbundled brush can contact CWD to receive a quote for a paid special collection. Quote is based on a per cubic yard rate and is billed directly by CWD to the resident prior to the collection.
- CWD will utilize one (1) CNG Semi-Automated Rear Load GVW Compliant Vehicle for bulky waste, unbundled and bundled brush collection. Collection crew includes one (1) driver and up to two (2) helpers.
- If needed, CWD may also utilize one (1) Claw Truck for bulky waste, unbundled brush, bundled brush and special paid collections. Collection crew includes one (1) driver.

Recycle Collection

- Once per week collection of a CWD provided 95-gallon blue recycle polycart
- All recyclables must be placed loosely inside the cart with the lid closed.
- Recycling services are provided to all Lucas residents and is not on a subscription basis.
- Collection to occur on the resident's scheduled day, Monday – Friday between 7:00am – 7:00pm.
- CWD will utilize one (1) CNG Fully-Automated Side-Load GVW Compliant Vehicle for recycling collection. Collection crew includes one (1) driver.

EXHIBIT "B" CONTRACTOR'S SCOPE OF SERVICES

Concierge Solid Waste Collection (optional)

- Once per week collection of a CWD provided 95-gallon gray trash polycart
- This is an optional residential service and CWD has the right to approve or deny the service at a particular residential location.
- If a resident selects this service, the resident will provide CWD unrestricted access to the solid waste polycarts between 7:00am – 7:00pm on the scheduled collection day.
- Concierge service will only apply to solid waste collection and does not apply to bulk, unbundled/bundled brush, recycle or manure/stable matter collection.
- Concierge Services will be billed based on the distance from the public road to the point of trash cart collection, and all charges will be in addition to the standard residential rate.
 - Example: service provided 90 feet from public street, the monthly charge for one trash cart and one recycle cart would be:
 - \$26.10 (residential trash and recycling rate) + \$30.81 (tier 1 concierge service rate) = \$56.91 per month paid to the city, with a net rate paid to CWD of \$46.17
- CWD will utilize either one (1) 11-yard Rear Load vehicle or pickup and trailer to service residents that sign up for concierge service. Collection crew includes one (1) driver.

Door Side Household Hazardous Waste and Used Electronics Collection

- Twice per year collection offered to each City of Lucas resident.
- Residents are to contact CWD 10 business days prior to the scheduled collection (offered 1xMonth). CWD will then mail the resident a collection kit, along with instructions on how to properly package the material and when the scheduled collection will occur.

Manure and Stable Matter Collection (optional)

- Once per week collection of a CWD provided 95-gallon gray trash polycart
- CWD polycart cannot be filled more than halfway due to weight restrictions
- This is an optional residential service and CWD has the right to approve or deny the service at a particular residential location.
- CWD will bill the resident directly
- Residents will not be required to use CWD for manure or stable matter collection as this is not considered a regular residential solid waste and recycling service.

City Services

- CWD will provide the below services for the City of Lucas for no additional charge:
 - City Facilities – once per week collection - CWD provided 95-gallon trash and recycle carts as needed (max of 5 trash and 5 recycle carts per location with additional cart requests as needed)
 - Roll Off Services – Public Works – 8-30yd open tops – 8 total hauls per year
 - Special Events – Various – 2-30yd open tops – 2 total hauls per year – CWD provided 95-gallon trash and recycle carts as needed

EXHIBIT "B"

CONTRACTOR'S SCOPE OF SERVICES

Disaster and Storm Events Services

- At the City's request, CWD will dispatch crews to provide swift Storm Debris Management (SDM). Depending on the damage or size of the storm, CWD will deploy one or both of the following SDM Teams:
 - **Team 1: Rear Load and Boom Trucks** - This team will consist of 2 trucks and 3 CWD employees. Rear load crews are excellent for bulky waste items or narrow residential streets, whereas Boom Trucks excel at quickly collecting fallen trees and brush piles with a lift arm. Under CWD's supervision, up to 44 trucks and crews can be dispatched on Saturdays and Sundays. The charge is \$195.00 per truck hour plus disposal listed in Exhibit A.
 - **Team 2: Open Tops and Bobcats** - Again, CWD employees will provide and operate bobcats to load CWD open tops. This system is excellent for demolition of large structures. In a most recent tornado event, CWD members of Team 2 cleared over 1,520 yards of debris in just 133 hours. The charge is \$85.00 per bobcat hour plus standard roll off open top haul rate.

ARTICLE 13.06

SOLID WASTE

Division 2 Collection

§ 13.06.031 **Definitions.**

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

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

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

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

§ 13.06.032 **Collectors.**

- (a) No collector shall collect any municipal solid waste within the corporate limits of the city without first applying for and obtaining a permit to do so from the city administrator or his designee. Such permit shall be on such forms as the city administrator may determine and the fees charged for such permit shall be set by the city council. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without first having been issued a permit to do so from the city.
- (b) In addition to the foregoing permit requirement, any person, firm or corporation collecting solid waste from any residence within the city shall first enter into an agreement with the city. Said agreement shall be on such terms and conditions as the parties may mutually agree. The city may determine that such agreement may be exclusive or nonexclusive.
- (c) No collector shall allow any municipal solid waste to spill or fall from the collector's equipment within the corporate limits of the city. In the event that spillage should occur, the collector shall completely remove such spillage within twenty-four (24) hours of notice of spillage occurrence.
- (d) No collector shall cause damage, beyond normal wear and tear, to any street or roadway within the city. In the event the collector causes damage to any street or roadway within the city, the collector shall be given written notice to immediately cause such damage to be repaired under the supervision of the city inspector. Such notice shall provide that, in the event the collector does not acknowledge responsibility for making such repairs within seven (7) days of notice, a hearing will be held by the city council on the question of responsibility for such damage. If at such hearing the council finds that the damage was caused by the collector and such damage was beyond normal wear and tear, the city council may request the collector to cause such damage to be repaired under the supervision of the city inspector, and if such damage is not repaired within the time stated the city council may within its sole discretion terminate the collector's franchise and right to use the public streets within the city to carry on its business.

- (e) All collectors shall clearly mark all collection vehicles with the collector's name, address and telephone number. All collection vehicles used by collectors to collect municipal solid waste within the city shall be no larger than a single-axle type, and shall not exceed 25,000 pounds in weight, unless specific written approval is granted by the city council. The collector must use trucks and equipment meeting the approval of the city that will prevent spillage and damage to the streets and ways used by such trucks and equipment. The collector shall also abide by any city regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations.
- (f) The collector shall provide the city with a certificate of insurance showing general public and motor vehicle liability coverage with limits of at least \$500,000.00 per person/\$1,000,000.00 per accident/\$100,000.00 property damage. Such policies shall name the city as an additional insured and shall contain provisions requiring that the city be notified within ten (10) days of any cancellation or termination of the policy. The foregoing additional insured requirement and the ten-day notice requirement shall be shown on the face of the certificate submitted by the collector. The collector shall defend, indemnify, and hold the city and each of its officers and employees harmless from any and all suits, actions, claims, losses or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based on or arising out of any injury, damage, loss, disease, sickness, or death of any person or persons, or any damages to any property, caused by any act or omission of the collector or its officers, agents, servants, employees or anyone else under the collector's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services under the collection agreement or conditions created by the performance or nonperformance of said work or services.
- (g) No collector shall collect any municipal solid waste within the corporate limits of the city without first obtaining and holding all other permits or licenses required by any other governmental agency or political subdivision having jurisdiction over the collector's operations, including but not limited to the state commission on environmental quality. The collector must be duly licensed or permitted to deposit municipal solid waste at or in a landfill regulated and approved by the proper state agency.

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

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

- (a) All residences and households within the city shall use the solid waste collection contractor selected by the city for the collection and disposal of municipal solid waste. All households within the city shall be automatically enrolled in the applicable garbage and trash collection service under contract with the city for collection of municipal solid waste, and the residents thereof shall be responsible for payment of collection service fees as established by the city council.
- (b) The schedule for the collection of municipal solid waste and the fees and charges for such collection shall be determined by resolution of the city council.
- (c) It shall be the duty of every person owning, controlling, managing, operating, leasing, renting or occupying any premises where municipal solid waste, garbage and/or trash accumulates to:
 - (1) Provide and maintain portable containers for the placement of garbage and/or trash. Such containers may consist of galvanized iron, tin or other suitable metal or plastic cans with two handles and a tightfitting cover with a handle for removal, or such other containers as may be approved by the city council. Garbage and/or trash shall be placed within plastic or treated paper bags which shall then be placed within the appropriate approved container. The capacity of such containers shall be not less than twenty (20) nor more than ninety-five (95) gallons. Each person must provide a sufficient number of such containers to take care of garbage and/or trash in relation to the individual needs of the users.
 - (2) Maintain containers in a sanitary condition and keep lids on containers at all times to prevent flies and other insects from coming in contact with the contents.

- (3) Gather any and all garbage and/or trash from over their premises and place said garbage and/or trash in these containers and maintain and keep the area in and around the garbage containers clean and in a sanitary condition at all times.
- (4) If curbside service is used, locate the containers at curbside on the street of the premises where most convenient to the collectors, no earlier than 6:00 a.m. on the day of scheduled collection. Such containers shall be removed from the curbside location and out of view from the street no later than 7:00 p.m. on the day of scheduled collection.

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

§ 13.06.034 **Roll-off containers.**

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

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

CHAPTER 3

BUILDING REGULATIONS

§ 3.18.044 **Dumpster and trash compactor screening.**

- (a) Dumpsters shall be enclosed on three (3) sides with six-foot walls constructed of the same materials and finishes as the buildings. A six-foot solid landscaped screen without a fence or wall may also be used. Evergreen plant material is to be used and must be a minimum height of eight (8) feet at time of planting and shall provide a solid screen within one (1) year of planting, unless the screening dumpster under this code requires smaller. All landscaping must be one hundred (100) percent irrigated by an underground automatic irrigation system.
- (b) An eight-foot masonry screen constructed of the same materials and finishes as the buildings, shall be provided around compactors. An eight six-foot [sic] solid landscaped screen without a fence or wall may also be used. Evergreen plant material is to be required and must be a minimum height of eight (8) feet at time of planting and shall provide a solid screen within one (1) year of planting.
- (c) Screens are not required for dumpsters in nonresidential developments when located in the service area and screened by the buildings, wing walls or screening walls from public view.
- (d) Dumpsters shall be identified on a site plan for all nonresidential and multifamily developments. The specific screening requirements specified in this article shall be placed on the site plan.

(Ordinance 2007-08-00601 adopted 8/2/07)



City of Lucas City Council Agenda Request September 15, 2022

Requester: Mayor Jim Olk

Agenda Item Request

Consider casting votes on the ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees, Places 6 through 9, Election.

Background Information

The City of Lucas is a member of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) which provides statutory workers' compensation coverage and employer's liability coverage. Each member of the Texas Municipal League Intergovernmental Risk Pool is entitled to vote for Board of Trustee members in the upcoming election. Votes may be cast for one candidate for each place. The official ballot is attached outlining candidates for each place. Board members serve a six-year term.

Attachments/Supporting Documentation

1. Texas Municipal League Intergovernmental Risk Pool Ballot

Budget/Financial Impact

NA

Recommendation

NA

Motion

I make a motion to cast a vote for the following individuals to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees:

_____, Place 6

_____, Place 7

_____, Place 8

_____, Place 9

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.

- Kimberly Meisner.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meisner has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

WRITE IN CANDIDATE:

PLACE 7

- Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

WRITE IN CANDIDATE:

PLACE 8

- Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.

- Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.

- Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainsville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.

- Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.

- Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

WRITE IN CANDIDATE:

PLACE 9

- Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
- Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
- Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
- Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
- William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2022.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity